

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**TREE TOP, INC.
Selah, Washington**

and

TEAMSTERS LOCAL UNION NO. 760

May 1, 201720 through and including April 30, 20230

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AGREEMENT

Preamble

This Agreement is made and entered into this 1st day of May, 20~~20~~17, by and between Tree Top, Inc., hereinafter called the “Company,” and Teamsters Local Union No. 760, affiliated with the International Brotherhood of Teamsters, Yakima, Washington, hereinafter called the “Union.”

The Union and employees recognize that in order for the Company to provide fair wages, hours and working conditions, the Company must be in a competitive market position, which means that it must produce efficiently and at the lowest possible cost. The Union and employees agree that they will support the Company in its efforts to improve production of its products, conserve materials and supplies, take good workmanlike care of equipment and prevent accidents. The parties agree to the concept of a fair day's pay for a fair day's work.

WITNESSETH: That for the mutual benefit and the harmonious relationship of the parties hereto, it is agreed as follows:

ARTICLE 1

RECOGNITION

1.1 Bargaining Unit: The Company recognizes the Union as the exclusive collective bargaining agent for all employees of the Company at its Selah, Washington plant, except office and clerical employees, technical and professional employees, guards, temporary employees and supervisors as defined in the Labor Management Relations Act of 1947, as amended.

ARTICLE 2

EQUAL OPPORTUNITY - NONDISCRIMINATION

2.1 Compliance: It is the continuing policy of both the Company and the Union to comply with all federal and state equal employment opportunity laws including, but not limited to, the laws prohibiting discrimination because of race, color, religion, sex, age, or national origin, and mental or physical disability, and the Americans With Disabilities Act.

2.2 Gender: Where the masculine or female gender has been used in any position, or in any provision in this Agreement, it is used solely for the purposes of illustration and shall not in any way be used to designate the sex of the employee eligible for the position, or the benefits of any other provision.

1 date of hire, provided he has completed his probationary period within a twelve (12)
2 month period. In the event the employee does not complete his probationary period
3 within, a twelve (12) month period, the employee's seniority date shall be the day after
4 the employee completes his probationary period. The relative seniority among
5 employees having the same seniority date shall be determined by the alphabetical
6 order of the employees' last names as of ~~that date~~ their last date of hire.

7
8 B. Bid Positions: Bid positions are those designated in Schedule A. Upon the effective
9 date of this Agreement or August 1, 2017, whichever occurs last, the employee's
10 current "preferred position" shall be designated as his new bid position, in
11 accordance with the competency requirements and seniority principles set forth in
12 7.3 A (1) a. Thereafter, as bid positions become vacated they will be posted and
13 awarded in accordance with Article 8, Job Posting.

14
15 C. Back-up Bid Positions: Bid positions as designated in Schedule A for which the
16 Company has determined a need for a backup bid position. Upon the effective date
17 of this Agreement or August 1, 2017, whichever occurs last, the employee shall
18 then rank, from amongst his current qualifications, his preferred new back-up
19 positions. An employee is required to have two (2) back-up bid positions and
20 positions shall be assigned by the Company in accordance with the competency
21 requirements and seniority principles set forth in 7.3 A (1) a. Thereafter, as back-
22 up bid positions become vacated they will be posted and awarded in accordance
23 with Article 8, Job Posting. At any one time, an employee may hold up to one (1)
24 bid position and two (2) back-up bid positions. However, in addition to his bid
25 position and two (2) back-up bid positions, an employee may hold one (1) specialty
26 bid as set forth in Schedule A and/or a Lead Operator's position. In the event an
27 employee already holds two (2) back-up bid positions and bids on a new back-up
28 bid position for which they are awarded, they must designate which one of their
29 previous back-up bids they are relinquishing, since they cannot hold more than two
30 (2) back-up bid positions. Employees who already hold two (2) back-up bid
31 positions and have been awarded a new back-up bid position within the last six (6)
32 months may not bid on another back-up bid position.

33
34 D. Non-Biddable Positions: Non-Biddable Positions are those designated in Schedule
35 A.

36
37 E. General Labor Positions: General labor positions are those designated in Schedule A.

38
39 F. Processing Season: The start of the processing season shall begin on August 1 of each
40 calendar year and shall run through July 31 of the following calendar year.

41
42 7.2 Seniority List: The Company shall furnish the Union with a seniority list of all
43 employees covered by this Article, and a copy shall be posted on the bulletin board. The seniority list
44 shall be updated monthly.

1 department employees, may exercise his reduction in force bumping rights in
2 a general labor position, if any, as set forth in Section 7.3A(2).
3

4 a. Displaced Employees: Upon a second shift transfer request resulting
5 in a displacement of a junior employee, the displaced junior employee
6 shall exercise his reduction in force bumping right in a general labor
7 position, if any, as set forth in Section 7.3A(2).
8

9 3. Forfeiture of Former Bid Position: Upon an employee exercising his transfer
10 rights into a general labor position set forth in Section 7.5A(1), or 7.5A(2)
11 above, the employee shall forfeit his current bid position. However, in the
12 event the Company implements a reduction in force and an employee is
13 displaced into a general labor position, that employee may transfer to another
14 shift in a general labor position as set forth in 7.5A(2) above without forfeiting
15 his current bid position.
16

17 B. Maintenance Department and Quality Assurance Department Employees: Regular
18 Maintenance Department or Quality Assurance Department employees may request
19 to transfer to another shift by submitting a written request to the Company. Such
20 transfers under this Article shall be limited to a maximum of two (2) shift transfer
21 requests per processing year.
22

23 1. First or Second Request:

24
25 a. The first request may be made at the beginning of the processing
26 season as set forth in 7.1F, i.e., August 1. Regular employees may
27 request to transfer to another shift by submitting a written request to
28 the Company within thirty (30) calendar days of the August 1 date.
29

30 b. Additionally, the second request may be made anytime during the
31 processing year upon mutual agreement between the Company and
32 employee.
33

34 c. Upon such transfers a senior maintenance employee shall be allowed
35 to displace the most junior maintenance employee in his same or
36 similar position on the requested shift, subject to the competency
37 requirement in 7.3A(1)(a) and further provided a replacement
38 employee is available and possesses the necessary competency to fully
39 perform the work. If unable to displace the most junior employee in
40 that same or similar position, then to the next most junior employee in
41 that same or similar position, subject to the competency and
42 availability requirements in the previous sentence. This process shall
43 continue until the employee has exhausted his shift transfer rights
44 within that same or similar position. Upon exhausting his shift transfer
45 rights, the Maintenance employee shall be required to remain in his

1 shift.

2
3 8.4 Filling of a Vacancy in a Bid or Back-Up Bid Position:

4
5 A. Eligibility: ~~Regular eligible~~ Employees may submit a bid in writing for any posted vacancy
6 in a bid or back-up bid position (other than their own), by signing a bid sheet on the plant
7 office bulletin board. Eligible employees are those who have completed their training in their
8 current position and then worked in their current bid position for at least nine (9) months. The
9 nine (9) month restriction will not apply when bidding on a higher paying position.

10
11 A.B. Vacancy: The most promotable employee submitting a bid shall be awarded the
12 vacancy. Such bid shall be awarded within seven (7) calendar days after the closing of the
13 posting process as set forth in 8.2, provided the vacancy is available. Where the promotability
14 of job bidders is substantially equal, the principle of seniority shall apply. The Company shall
15 be the initial judge of promotability subject to Article 25, Grievance Procedure and
16 Arbitration. If, in the judgment of the Company, no promotable employee submits a bid for
17 the vacancy, the Company shall be free to fill the vacancy in any convenient manner.

18
19 B.C. Implementation of Bid Awards: The Company agrees to move employees
20 who are awarded a vacancy in a Bid position into that new position as soon as practical.

21
22 8.5 Filling Vacancies in a Non-Bid Position, Excluding a General Labor Position: The
23 Company reserves the right to fill vacancies in a non-bid position, excluding a general labor position,
24 as it determines appropriate without regard to seniority and shall not be subject to Article 25,
25 Grievance Procedure and Arbitration.

26
27 8.6 Disqualifications: Employees who are disqualified from a vacancy shall be subject to
28 the following:

29
30 A. An employee who refuses to accept the award after having completed the trial period
31 in a bid position shall forfeit his current position and shall be transferred to a general
32 labor position in accordance with 7.3A(2)(c). Additionally, this transferred employee
33 shall not be permitted to bid on any vacancy in a bid position for a period of six (6)
34 months unless waived by the Company; or

35
36 B. Trial Period:

37
38 1. In General: An employee who successfully bids a vacancy in a bid position
39 shall be subject to a thirty (30) workday trial period for the new assignment.

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41 2. Company Removes the Employee: If, at any time during the above trial
42 periods, the Company determines that the employee is not competent in the

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- a. Eight (8) straight-time hours of work for employees on a five (5) day work schedule; and/or
 - b. Ten (10) consecutive straight-time hours of work for employees on a four (4) day work schedule.
2. Daily Overtime (double [2] premium): Authorized hours worked in excess of twelve (12) hours in any workday shall be paid at double (2) time the employee's hourly wage rate.
3. Weekly Overtime: Authorized hours worked over forty (40) hours within a seven (7) day period as set forth in 18.1.
- a. Exception to the Forty (40) Hour Weekly Overtime: The overtime rate of pay shall apply on the sixth (6th) day of work within the above seven (7) day period for employees who have completed thirty-seven and one-half (37.5) hours during this period, provided their normal workday is seven and one-half (7.5) hours.
4. Calculating Overtime for Employees Working at Different Pay Rates: For employees working multiple jobs at different hourly rates of pay during the same workweek, the employees' overtime pay shall be calculated on a weighted average of all applicable hourly rates of pay for the multiple jobs worked that week. However, if the overtime is worked at a job paying a higher rate of pay than the employee's regular assigned job during that workweek, the overtime will be paid at the higher rate of pay.
- B. Computing Overtime: For the purpose of computing overtime, only authorized hours actually worked shall be counted.
1. Exception for Paid Time-off Days. Scheduled PTO, holidays, jury duty and bereavement shall be considered as hours worked in the computation of weekly overtime provided it occurs during the employee's scheduled workweek. However, these paid time-off days (scheduled or unscheduled) shall only be paid at straight-time and shall never be paid at an overtime premium, regardless of 12.3A(3), Weekly Overtime.
- 12.4 Shifts:
- A. The Company will designate and post starting times for each shift. Changes in starting times will be posted as far in advance as reasonably practical.
 - B. The regular fixed starting times for day shift employees shall be between the hours of 4:00 A.M. and 8:00 A.M.

- 1 C. The regular fixed starting time for employees on a second shift shall be between the
2 hours of 1:00 P.M. and 5:00 P.M.
3
- 4 D. The regular fixed starting time for employees on a third shift shall be between the
5 hours of 10:00 P.M. and 2:00 A.M.
6
7
- 8 E. Employees having a fixed starting time outside of the above starting time shall be
9 assigned to a shift based upon the shift on which the employee works a majority of his
10 hours. In the event the employee works an equal number of hours in two (2) different
11 shifts, the employee shall be considered assigned to the shift with the highest shift
12 differential.
13

14 12.5 Exceptions: The overtime rate of pay for work described in Section 12.3 shall not
15 apply if an employee worked those hours in one (1) workday as defined in Section 12.1 due to a
16 change of shift, provided at least nine (9) hours elapse between the end of work on one shift and the
17 start of work on the other shift. An employee shall not be required to work without a lapse of a
18 minimum of nine (9) hours between shifts. However, any employee returning to work without a lapse
19 of nine (9) hours from his last shift shall be eligible for the daily overtime as set forth in Section
20 12.3A(1).
21

22 12.6 No Pyramiding: Compensation shall not be paid more than once for the same hours
23 under any provision of this Article or Agreement including no pyramiding or duplication of daily or
24 weekly overtime premiums and weekly overtime, and/or any other premiums set forth in this
25 Agreement except shift differentials.
26

27 12.7 No Guarantee: Nothing in this Article shall be construed as guaranteeing any
28 employee any number of hours per day or per week.
29

30 12.8 Overtime Assignment:

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- 32 A. In General: Where the employee is competent to perform the overtime work, daily
33 overtime shall be assigned to the incumbent employee performing the particular task
34 on the shift where the overtime occurs. However, when practical to the Company and
35 all things are equal, the Company shall excuse the incumbent employee provided he
36 has not signed the volunteer sign-up sheet for daily overtime and allow the most
37 competent senior employee who has signed the daily overtime sheet to perform the
38 required work.
39

40 ~~B. Daily Overtime:~~

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- 42 ~~1. In General: Where the employee is competent to perform the overtime work, daily overtime~~
43 ~~shall be assigned to the incumbent employee performing the particular task on the~~
44 ~~shift where the overtime occurs, unless otherwise mutually agreed between the~~
45 ~~incumbent and his supervisor.~~

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2 CB. Volunteer Sign-Up Sheet for Known Daily Overtime: The volunteer sign-up sheet
3 shall be posted in accordance with Article 12.8D(1), Sign-Up Sheet, for employees to
4 volunteer for daily overtime for the following week. ~~Should the Company excuse the~~
5 ~~job incumbent from the overtime, and w~~When ~~the Incumbent does not sign the daily~~
6 ~~overtime sheet, and when~~ all things are equal, including but not limited to operational
7 needs, the incumbent’s work shall be assigned to the competent senior employee who
8 has signed the volunteer daily overtime sign-up sheet, provided he is on the same shift,
9 and provided further he is not needed in his current position. An employee who has
10 signed the volunteer sign-up sheet may not refuse an overtime assignment.

11
12 DC. Work on Unscheduled Shift(s) and/or Holiday Overtime:

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14 1. Sign-Up Sheet:

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16 a. Voluntary Overtime Sign-up Sheet: The volunteer sign-up sheet shall
17 be posted weekly, and all employees may choose whether or not to
18 sign up for work on unscheduled shifts at the beginning of each week.

19
20 b. Designating Shift and/or Department Preference: When signing up
21 for voluntary overtime, an employee may designate his shift(s)
22 preference on the overtime sign-up sheet. Additionally, he may sign
23 up to work only his “bids” (which, for the purpose of this Section,
24 includes bid position and back-up bid positions) or “any” (which
25 would include bids, back-up bids, general labor and any other position
26 for which he is competent. In the event the employee has designated
27 their shift(s) preference on the sign-up sheet, the employee shall only
28 be eligible for overtime on their designated shift(s). Should overtime
29 work not be available to the employee on their designated shift(s), the
30 employee shall be ineligible for voluntary overtime work on non-
31 designated shift(s). However, the employee’s designation for shift(s)
32 overtime preference shall not apply to the assignment of overtime as
33 set forth in 12.8D2.

34
35 c. Employees Not Designating a Preference: An employee who signs up
36 for overtime but does not designate his shift(s) preference on the
37 overtime sign-up sheet shall be eligible for overtime work in his bid
38 position, back-up bid position, general labor position, or a position for
39 which he has competence, regardless of shift.

40
41 2. Assignment of Overtime in Bid (Excluding General Labor) Positions: On an
42 employee's normal day off or on a holiday, where competence is substantially
43 equal, work will be offered to the senior employee listed on a volunteer sign-
44 up sheet as set forth in 12.8D(1) in the following manner:
45

1 be paid at the applicable overtime rate up to the time the employee's regular shift commences.
2

3 13.6 On Call List: The daily/weekly On Call List shall be posted with all employees' work
4 schedules.
5

6 ARTICLE 14
7

8 MEAL AND REST PERIODS
9

10 14.1 Meal Periods:

11 A. Excluding Employees on Shifts that Include a Paid Meal Period: Meal periods of not
12 less than one-half (½) hour nor more than one (1) hour may be scheduled. Meal
13 periods shall be scheduled so that no employee has to work more than five (5) hours
14 without a meal period. Excluding employees who are scheduled to work on shifts that
15 include a paid meal period, employees required by the Company to work through their
16 meal period shall be entitled to one-half (½) hour of pay at time and one-half (1½) and
17 shall be given at least one-half (½) hour of total mealtime for an opportunity to eat.
18 At the request of the employee, an employee working three (3) or more hours of
19 overtime shall be allowed an unpaid meal period of at least thirty (30) minutes prior
20 to or during the overtime as determined by the Company.
21

22 B. Employees on Shifts that Include a Paid Meal Period: Employees on shifts that
23 include a paid meal period shall receive a paid meal period of not less than thirty (30)
24 minutes. Such employees who are required to stay on-site shall be subject to call
25 during the meal period and if called shall be permitted at least one-half (½) hour of
26 total mealtime for an opportunity to eat at the earliest possible time.
27

28 C. Any employee on a meal period paid for by the Company shall not be permitted off
29 the premises of the plant.
30

31 14.2 Rest Period:
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33 A. An employee shall be given a paid rest period within each four (4) hours of work. A
34 fifteen (15) minute rest period shall be deemed adequate within each four (4) hour
35 period (before and after lunch). It shall be given between the second and third hours
36 worked or as near the middle of the half shift as practical. However, employees will
37 not be required to work more than three (3) consecutive hours without a rest period.
38

39 B. An employee may be subject to call during his rest period. An employee scheduled
40 or required by the Company to work through his rest period shall be permitted to start
41 his interrupted rest period no later than at the end of the third (3rd) hour of work and
42 will be permitted to complete the remainder of his rest period at the earliest possible
43 time within the four (4) hour period. Employees are not permitted to leave the plant
44 premises during their rest period.
45

1 maximum of ten (10) hours if the holiday falls on one of the employee's four (4)
2 regularly scheduled workdays that week. However, if the holiday falls on one of the
3 employee's non-regularly scheduled workdays that week, the employee will be paid
4 up to a maximum of eight (8) hours pay at the employee's appropriate hourly rate,
5 including shift differential.
6

7 C. Amount of Holiday Pay:
8

9 1. Whether the employee receives up to a maximum of seven and one half (7½)
10 hours, seven and three-quarters (7¾) hours, eight (8) hours or ten (10) hours
11 of holiday pay shall be determined by the majority of hours the employee was
12 scheduled to work during the payroll week in which the holiday occurred, i.e.,
13 either on a five (5) day eight (8) hour schedule or a four (4) day ten (10) hour
14 schedule.
15

16 2. For the purpose of this Article, the employee's appropriate hourly rate shall
17 mean the employee's bid or non-bid pay rate, or in the case of an employee in
18 a general labor position, the employee's pay rate in effect on his last workday
19 immediately prior to the holiday.
20

21 D. Holiday Work: Any work performed on the above holidays shall be paid for at time
22 and one-half (1½) for the first eight (8) hours and double (2) time thereafter, plus
23 holiday pay if eligible.
24

25 15.4 Holiday During PTO: If a holiday for which an employee is entitled to holiday pay is
26 observed within the employee's PTO period, the employee shall be granted an extra day's PTO at the
27 end of the PTO period or an extra day's pay in lieu thereof. An employee who requests PTO pay to
28 coincide with a holiday will not be paid holiday pay unless the employee would have been scheduled
29 to work but for the PTO and such scheduled work would have made him eligible for holiday pay as
30 set forth in 15.2.
31

32 ARTICLE 16
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34 PAID TIME OFF (PTO)
35

36 16.1 Effective Date: This Article shall be effective beginning ~~August 1, 2017~~ June 1,
37 2020 when the Company converted from ~~a vacation policy to a paid time off policy (hereafter~~
38 ~~referred to as PTO). This PTO policy is~~ an all-purpose time-off policy for eligible employees to ~~use~~
39 ~~for vacation, illness or injury and combines traditional vacation benefits and a separate paid time off~~
40 ~~(PTO) policy and a paid sick leave (PSL) benefits, including meeting the requirements of the~~
41 ~~Washington Paid Sick Leave Law into one flexible paid time off plan.~~
42

43 16.2 PTO Allowances and Qualifications: All eligible employees shall be entitled to PTO
44 benefits in accordance with the following schedule:
45

Years of Seniority with the Company	Accrual Rate for Each Hour of Compensation During the Employee's Anniversary Year	Maximum Annual PTO Benefit and Pay	Maximum PTO Balance (cap)
Beginning the ninetieth (90 th) day of employment but retro-active to employee seniority date as set forth in 7.1 A	.032048 X each hour of compensation the employee receives from the Company	Maximum of seventy-two (72)-forty-eight (48) hours of PTO pay	4872 PTO Hours
After one (1) year but less than eight (8) years	.075 .053 X each hour of compensation the employee receives from the Company	Maximum of one-hundred twelve (112)-eighty (80) hours of PTO pay	158.66 127 PTO Hours
After eight (8) years but less than sixteen (16) years	.101 .08 X each hour of compensation the employee receives from the Company	Maximum of one hundred fifty two (152)-twenty (120) hours of PTO pay	222 190 PTO Hours
After sixteen (16) years but less than twenty-five (25) years	.128 .107 X each hour of compensation the employee receives from the Company	Maximum of one hundred ninety two (192)-sixty (160) hours of PTO pay	285.33 253 PTO Hours
After twenty-five (25) or more years	.155 .133 X each hour of compensation the employee receives from the Company	Maximum of two-hundred thirty-two (232)-two hundred (200) of PTO pay	348.66 317 PTO Hours

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2 16.3 PTO Pay: PTO pay is computed at the employee's appropriate hourly wage rate,
3 including shift differential, based upon their regularly scheduled shift (e.g., from a minimum of seven
4 and a half (7.5) hours up to a maximum of ~~eight (8) twelve (12)~~ hours per day at the time the PTO is
5 taken. ~~The employee may elect to use the maximum hours if he/she were scheduled to work those~~
6 hours.

7
8 16.4 PTO Cash Out: Employees may "cash out" up to forty (40) hours of accrued PTO
9 per calendar year at 100% of base rate. PTO cash outs are limited to twice per year (May and
10 November). Requests to cash out PTO must be made during the first week of May and/or the first
11 week of November. A minimum of eight (8) hours may be cashed out, with a maximum of forty
12 (40). Requests will be processed and paid on the 3rd Friday of the month (May and/or November).
13 Employees must have a minimum of eighty (80) hours of PTO accrued and available, at the time
14 of the request to be eligible for the cash out.

1 16.5 Required PTO Use for All Non-Protected and Protected Absences:

2
3 A. Non-Protected Absences: Beginning the ninetieth (90th) calendar day of
4 employment, an eligible employee shall be required to use earned but unused PTO
5 for any absences (as defined in Schedule E, Attendance Control Policy, i.e., an
6 employee being absent for more than one-half (1/2) of his scheduled shift) and such
7 absence is NOT covered by the Federal Family Medical Leave Act (FMLA),
8 Washington State Family Leave or Care Acts, Washington's Paid Sick Leave Law,
9 except when otherwise required by law (such as during periods of military leave,
10 jury duty, domestic violence leaves, etc.)—

11
12 1. An employee electing to use PTO to cover an absence, -tardy or early out shall be
13 subject to an occurrence in accordance with the Attendance Control Policy.
14

15 B. Protected Absence: Beginning the ninetieth (90th) calendar day of employment, an
16 eligible employee shall be required to use PTO pay for any work time missed
17 because of any absences (as defined in Schedule E, Attendance Control Policy),
18 tardy, early out, etc. and when such work time missed is covered by the Federal
19 Family Medical Leave Act (FMLA), Washington State Family Leave or Care Acts,
20 or Washington's Paid Sick Leave. However, any absences of three (3) or more
21 consecutive work days, an employee shall not be required to use more than twenty-
22 four (24) hours of PTO for such an absences. For an absence in excess of three (3)
23 or more consecutive work days, the employee shall coordinate his PTO with the
24 Company's time loss and disability benefits. An employee shall use his PTO in
25 minimum increments of one (1) hour, but up to an annual maximum as set forth in
26 16.2 above, unless otherwise provided by law.—

27
28 1. ~~PTO Verification:~~ In the event an employee is using PTO covered by 16.4 B above,
29 the Company, at its discretion, may require the employee to furnish evidence
30 satisfactory to the Company that his missed work time was covered by this Section
31 and in accordance with Washington's Paid Sick Leave Law.—
32

33 C. ~~Notification for Planned Work Time Missed:~~ If an employee is planning to use
34 PTO benefits for any planned work time missed covered by 16.4 A or B above, the
35 employee must provide the Company with reasonable advance notice, but no later
36 than the first work day after the employee first became aware of the need to have
37 the time off. Should the employee fail to give such reasonable advance notice, he
38 shall receive one-half (1/2) of an occurrence under the Attendance Control Policy.
39

40 D. ~~Notification for Unforeseeable Work Time Missed:~~ If an employee is planning to
41 use PTO for any unforeseeable work time missed covered by 16.4 A or B above,
42 the employee must provide the Company with reasonable advance notice in
43 accordance with Schedule E, Attendance Control Policy. Should the employee fail
44 to give such reasonable advance notice, he shall receive one-half (1/2) of an
45 occurrence under the Attendance Control Policy.—

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2 16.65 PTO Scheduling:
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- 4 A. The Company shall post during the months of January and February a PTO calendar
5 for employees to designate their PTO preference. PTO preference shall be granted to
6 employees with the greatest Company seniority. For employees designating their
7 PTO preference during this posting period, the Company shall grant or deny the
8 employee's request in writing no later than March 14. If the employee's PTO request
9 is denied by the Company, the personnel change form must include a reason for the
10 denial and be signed by the Company, i.e., insufficient staffing.
11
- 12 B. However, on or after March 1, PTO preference shall be granted to employees in the
13 order in which PTO requests are received by the Company with those received first
14 given first priority.
15
- 16 C. Employees shall schedule their PTO as far in advance as reasonably possible.
17 However, because of the nature of the work or to allocate PTO periods between
18 employees, it may be necessary to limit the number or prohibit any employees taking
19 PTO during a particular period of time. Time granted for PTO shall be mutually
20 agreed upon between the Company and the employee as soon as practical, but the final
21 determination of PTO periods shall be reserved by the Company in order to assure
22 orderly conduct of its operations except as otherwise provided ~~in 16.4 A and B above~~
23 ~~or~~ by law. Except as set forth in 16.5A, upon the Company receiving an employee's
24 written request for PTO, it shall grant or deny the employee's request in writing no
25 later than ten (10) calendar days after receipt of the request ~~except as otherwise~~
26 ~~provided in 16.5 A and B above or by law~~. If the employee's PTO request is denied
27 by the Company, the personnel change form must include a reason for the denial and
28 be signed by the Company, i.e., insufficient staffing.
29
- 30 D. Generally, PTO must be scheduled in minimum increments of five (5) consecutive
31 days with a minimum of forty (40) hours pay except ~~as otherwise provided in 16.4~~
32 ~~above or~~ by law. However, when operating conditions permit and further provided
33 the employee has scheduled his PTO by 5:00 P.M. on Wednesday of the week before
34 the employee is planning to take his PTO, PTO may be scheduled in minimum
35 increments of ~~seven and a half eight (8)~~ hours up to a maximum of twelve (12) hours,
36 unless waived by the Company except as otherwise provided ~~in 16.5 above or~~ by law.
37 However, this prior 5:00 P.M. Wednesday advance notice requirement may be waived
38 when mutually agreed between the Company and the employee.
39
- 40 E. Approved PTO may only be canceled in emergencies, or with ten (10) calendar days
41 advance notice to the Company. Additionally, the Company reserves the right to deny
42 an employee a request for PTO and/or cancel a previously approved PTO if the
43 employee has exhausted all of their accumulated and unused PTO balance at the time
44 of the PTO leave, unless the Company, at its discretion, grants the employee an unpaid
45 personal leave of absence as set forth in 17.1.

1 be required when permitted and consistent with applicable law. Except as otherwise provided in
2 this Section, the provisions of the Employer’s Family Medical Leave, Parental, and Pregnancy
3 Leave (FMLA & WFLA) policy also apply to employees.

4
5 17.3 Paid Sick Leave:

6
7 A. Eligibility to Earn PSL Benefits: In order to be eligible to accrue and use any PSL Benefits under
8 this policy, the employee in any classification status (trial service, full-time, part-time,
9 temporary/seasonal/casual) who has been hired directly by Tree Top. Temporary and leased
10 employees hired through an employment agency/service are not eligible for any benefits through
11 Tree Top (the company does, however, comply with its time off and reinstatement obligations for
12 all employees, including temporary employees hired through an employment agency/service).

13
14 B. Amount of PSL Benefits:

15 Effective on June 1, 2020, all employees will be credited with an amount of PSL benefit hours
16 that is equal to: 40 hours plus 0.025 hours of PSL leave for each hour actually worked between
17 January 1, 2020 and the effective date of this Agreement. Thereafter, PSL benefits will be earned at
18 the rate of 0.025 hours of PSL leave for each hour actually worked. PSL benefits are not earned for
19 any non-worked time such as time off for PTO, use of PSL, holidays, or other non-worked hours.

20
21 C. Use of PSL Benefits:

22 Newly hired employees are eligible to use PSL benefits beginning on the 90th day of
23 employment. Upon completion of the eligibility period, employees may begin using the benefits that
24 were earned under this policy during the waiting period, and for paid sick time that is accrued
25 thereafter. To be protected and paid, the employee must request use of PSL as the time of reporting
26 the absence.

27
28 D. PSL Benefits may be used for the following purposes:

29 1. For time off due to the employee’s mental or physical injury, illness or health condition
30 (including diagnosis, care and treatment as well as preventative medical care such as routine
31 medical and dental visits).

32 2. For time off to care for a family member with a mental or physical injury, illness or health
33 condition (including diagnosis, care and treatment as well as preventative medical care such
34 as routine medical and dental visits).

35 a. For purposes of PSL benefits, “family member” includes the employee’s child
36 (biological, adopted, foster, step-, legal guardian, in loco parentis, or de facto,
37 regardless of age or dependency status), parent (biological, adoptive, de factor,
38 foster, stepparent or legal guardian of an employee of the employee’s spouse or
39 registered domestic partner or a person who stood in loco parentis when the
40 employee was a minor child), spouse, registered domestic partner, grandparent,
41 grandchild and sibling.

42 3. For leave that qualifies under Washington’s Domestic Violence Leave Act.

- 1 4. For time off if the employee’s workplace, or their child’s school or place of care, has been
2 closed by order of a public official for a health-related reason.
3 5. For any other reason required by applicable law.
4 *The same absence may be covered by more than one of the sections outlined above (e.g. an*
5 *employee’s own illness or injury may qualify for FMLA). In such cases, all applicable types*
6 *of leave will run concurrently.*
7

8 Employees may elect to use PSL benefits for up to the full number of hours the employee
9 would otherwise have been required to work on the day the benefits are used. Use of PSL
10 benefits for the purposes outlined above is considered “protected” and not subject to
11 attendance occurrences or discipline. However, employees who do not have sufficient PSL
12 benefits available or choose not to use available PSL benefits for time off that qualifies
13 under this policy will receive attendance occurrences and will be subject to attendance
14 discipline as outlined in the Attendance Control Policy for any time off (including for partial
15 day absences) not covered by PSL benefits.
16

17 Employees who have exhausted all of their accrued and unused PTO benefits under Article
18 16 may request the use of accrued PSL benefits for personal reasons. Tree Top will review
19 and may approve or deny such requests at its sole discretion. Use of PSL benefits for any
20 reason not expressly required to be protected by applicable law will be subject to attendance
21 occurrences and discipline as outlined in the Attendance Control Policy.
22

23 E. Reporting Requirements:

24 Employees who need time off for qualifying purposes under this policy must follow Tree
25 Top’s attendance reporting procedures as outlined in the Attendance Control Policy. If it is not
26 possible to provide notice prior to the start of the employee’s shift due to unforeseeable
27 circumstances, the employee must provide notice as soon as practicable. If the need for leave is
28 known in advance, the employee must notify the Company at least 10 days in advance, or as soon as
29 possible if the employee learns of the need for leave with less than 10 days’ notice. Planned
30 absences covered by other forms of leave should be requested in accordance with the applicable
31 leave policy.
32

33 Employees who fail to provide reasonable notice of the need for time off in accordance with
34 this policy and Appendix E are subject to discipline for the notice/reporting violation as outlined in
35 Appendix E.
36

37 F. Payment of PSL Benefits:

38 PSL benefits are paid out at the employee’s normal hourly compensation rate (i.e. regular
39 straight time hourly rate of pay, including shift differential, if any). Employees are not permitted to
40 use PSL benefits for time that they would not have been scheduled or required to work and will not
41 be paid for sick leave benefits that have not yet been earned.
42

43 G. Verification of Absences:

1 Verification of the reasons for absence is required whenever an employee is absent for more
2 than 3 consecutive workdays for purposes covered by Washington Paid Sick Leave law and
3 otherwise as the Company determines necessary to ensure compliance with applicable laws
4 regarding time off from work such as FMLA (including but not limited to providing a completed
5 medical or other appropriate certification form from their doctor/healthcare provider). For extended
6 absences of **more than three (3) days** due to the employee's own illness or injury, a release from the
7 employee's healthcare provider is generally also required to ensure the employee can safely return
8 to work.

9
10 H. Accumulation and Carryover of PSL Benefits:

11 There is no cap on the number of PSL benefit hours that an employee may accrue during the
12 year. However, employees may only carry over a maximum of 40 hours of accrued and unused PSL
13 benefits from one calendar year to the next. Any PSL benefits in excess of this amount will be
14 forfeited.

15
16 I. Payout on Termination:

17 PSL benefits are not vested and are not paid out on termination of employment. However,
18 employees who leave Tree Top employment (including those who leave within the first 90 days of
19 employment) and are rehired within twelve (12) months are given credit for previously accrued but
20 unused PSL benefits to the extent required by applicable law (which may be used immediately if
21 eligible) as well as for the length of prior service for purposes of PSL benefits eligibility and use.
22

23
24 ARTICLE 18

25
26 PAY PERIODS AND PAYROLL

27
28 18.1 Pay Period: A pay period is a calendar week beginning at 12:01 A.M. on Monday
29 and ending at midnight on Sunday. For employees starting work on the third shift prior to midnight
30 but completing their shift on the following day, all of their work shall be considered as work on that
31 following day.

32
33 18.2 Payroll: Employees shall be paid on a weekly basis. Except in cases of emergency,
34 payday shall be on Friday. Employees working a Sunday through Thursday workweek or swing shift
35 Monday through Friday will receive their paychecks on Thursday, provided checks are available.
36

37
38 ARTICLE 19

39
40 PROTECTIVE CLOTHING, TOOLS, LICENSES AND EXAMS

41
42 19.1 Company Furnished Operational and Safety Equipment:
43

1 except the grievance must be filed within seven (7) calendar days from the date of the suspension or
2 the employee waives his right to file a grievance and the discharge shall not be subject to Article 25,
3 Grievance Procedure and Arbitration.

4
5 21.5 Grievance Meetings: Where the employee files a timely written grievance, a meeting
6 between the Company representative(s) and the Union representative(s) shall be held at a time
7 mutually agreeable to the parties but within seven (7) calendar days of receipt of the employee's
8 written grievance.

9 A. If the grievance is settled as a result of this meeting, the settlement will be reduced to
10 writing and signed by the Company, the Union, and the grieving employee.

11
12 B. If no settlement is reached, the Company shall issue a written response to the Union
13 within seven (7) calendar days following this meeting, and the Company reserves the
14 right to discipline, suspend, demote, or discharge the grieving employee. Should the
15 Union consider the grievance valid and desire to appeal the Company's decision, the
16 grievance shall be processed in accordance with the provisions of Article 25.5, Step
17 4. However, should the Vice President of Human Resources or the Secretary-
18 Treasurer of the Union wish to meet to discuss the Company's decision, a meeting
19 shall be held within seven (7) calendar days of receipt of the written request to meet.
20

21 21.6 The Union shall make a determination of the merits or validity of disciplinary action
22 and shall not be obligated to process the disciplinary action through Article 25, Grievance Procedure
23 and Arbitration, when in the Union's opinion the matter lacks merit.
24

25 ARTICLE 22

26 BENEFIT PLANS

27
28
29
30 22.1 Hospital, Medical, Surgical, Dental, Vision, and Prescription Benefits: The Company
31 will provide a medical plan for regular employees the first of the month following sixty (60) calendar
32 days of employment. All employees shall receive a booklet describing the coverage. These benefits
33 shall not be reduced during the life of this Agreement, except as set forth below. The Company retains
34 the right to change insurance carriers or plans as long as comparable benefits are provided.
35

36 22.2 Healthcare Benefit: ~~Effective January 1, 2018~~ The below high deductible healthcare
37 plan and the new spousal eligibility requirements of the healthcare plans shall be implemented for the
38 employees covered by this Agreement provided they are the same provisions implemented for the
39 non-bargaining unit employee (non-union employees) excluded from the Agreement, including
40 salaried employees covered by the Company's healthcare plan.

41
42 22.3 Affordable Care Act Compliance: The Company shall make modifications to its
43 healthcare plan as required by regulatory and legal changes. However, prior to implementing such
44 modifications, if any, the Company shall notify the Union of the required modifications and if
45 requested by the Union, the Company shall discuss those modifications with the Union prior to

1 implementation.

2
3 22.4 Laid Off Employees: All regular employees with three (3) or more years of seniority
4 who are laid off shall receive full health and welfare benefits (medical, dental, vision, prescription
5 benefit, life, disability, and accidental death and dismemberment) for a period of three (3) months
6 after their eligibility ends, provided they pay the regular monthly employee's contribution as
7 determined by the Company.
8

9 22.5 Eligible Hours: PTO, holiday, jury duty and bereavement pay hours shall be
10 considered as hours worked for purposes of determining eligibility for benefits under this Article.
11

12 22.6 Employee Contribution: Eligible employees are required to contribute for their
13 medical, dental, prescription and vision benefits. Contributions are made by weekly payroll
14 deductions. The monthly contributions are:
15

16 A. Core Plan

17
18 1. Effective May 1, 20~~2017~~ through and including April 30, 202~~30~~

- 19
20 a. Employee only 16 % of the healthcare premiums
21 b. Employee + Child(ren) 16% of the healthcare premiums
22 c. Employee + Spouse 16% of healthcare premiums
23 d. Employee + Family 16% of the healthcare premiums
24

25 B. Value Plan

26
27 1. Effective May 1, 20~~2017~~ through and including April 30, 202~~30~~

- 28
29 a. Employee only 5 % of the healthcare premiums
30 b. Employee + Child(ren) 10 % of the healthcare premiums
31 c. Employee + Spouse 10 % of healthcare premiums
32 d. Employee + Family 10 % of the healthcare premiums
33

34 C. High Deductible Plan

35
36 1. Effective May 1, 20~~2017~~ through and including April 30, 202~~30~~

- 37
38 a. Employee only 3 % of the healthcare premiums
39 b. Employee + Child(ren) 6 % of the healthcare premiums
40 c. Employee + Spouse 10 % of healthcare premiums
41 d. Employee + Family 10 % of healthcare premiums
42

43 22.7 Employee Assistance Program: The Company shall maintain an Employee
44 Assistance Program. The Company retains the right to change this Program as long as comparable
45 benefits are provided. The Program will provide that any costs not covered by the plan or by the

1 insurance carrier will not be a Company obligation.
2
3

4 ARTICLE 23

5
6 PENSION PLAN
7

8 23.1 In General: Effective November 1, 1986, the Company established a pension plan for
9 eligible hourly employees covered by this Agreement. The eligibility requirements and complete
10 terms of the plan are set forth in the official plan document. After negotiation with the Union, the
11 Company reserves the right to change or modify the plan as long as comparable benefits are provided.
12

13 23.2 Benefit Service Credits:
14

15 A. Effective May 1, 2020~~17~~, and during the remainder of the term of this Agreement, the
16 amount of the benefit at normal retirement per Benefit Service Credit shall be Fifty-
17 Two Dollars and Fifty Cents (\$52.50) for all Benefit Service Credits earned in future
18 years for all current employees as of April 30, 2008.
19

20 23.3 Employees Hired After April 30, 2008: New employees hired after April 30, 2008
21 will not be eligible to participate in the pension plan.
22

23
24 ARTICLE 24
25

26 401(k) RETIREMENT SAVINGS PLAN
27

28 24.1 In General: Effective January 1, 1988, the Company established a 401(k) Retirement
29 Savings Plan for eligible hourly employees covered by this Agreement. The eligibility requirements
30 and complete terms of the plan are set forth in the official plan document. After negotiation with the
31 Union, the Company reserves the right to change or modify the plan as long as comparable benefits
32 are provided.
33

34 24.2 Company Hourly Contribution:
35

36 A. ~~Upon completion of one thousand (1,000) hours of work, Starting the first of the~~
37 ~~month following sixty (60) calendar days of employment,~~ the Company shall
38 contribute to the 401(k) Retirement Savings Plan the sum of Eighteen Cents (\$.18)
39 per hour for each employee for all hours compensated.
40

41 B. ~~Upon completion of one thousand (1,000) hours of work~~ Starting the first of the month
42 ~~following sixty (60) calendar days of employment,~~ in addition to the Eighteen Cents
43 (\$.18) set forth above, new employees hired after April 30, 2008, shall receive an
44 additional 401(k) contribution of Seventy Cents (\$.70) per hour for all hours
45 compensated.

1 invalidate the remaining portions thereof; provided, however, upon such invalidation the parties
2 signatory hereto agree to immediately meet to negotiate such parts or provisions affected. The
3 remaining parts or provisions shall remain in full force and effect.
4

5
6 ARTICLE 28

7
8 ENTIRE AGREEMENT

9
10 28.1 Entire Agreement: This Agreement constitutes the sole and entire existing agreement
11 between the parties hereto and supersedes all prior agreements, oral or written, between the Company
12 and the Union, and expresses all obligations of, and restrictions imposed on the Company during its
13 term.
14

15 28.2 Written Agreement: This Agreement can be altered or amended only by written
16 agreement between the parties hereto.
17

18 ARTICLE 29

19
20 TERM OF AGREEMENT

21
22 29.1 Effective Dates: This Agreement shall be in full force and effect from the date of May
23 1, 2020~~17~~ through and including April 30, 2023~~0~~, and shall continue from year to year thereafter
24 unless written notice of desire to change, modify, or terminate the Agreement is served by either party
25 upon the other at least sixty (60) days prior to the date of expiration, or any annual date of expiration.
26

27 29.2 Effective Dates: Excluding Schedule A, Wages, and Article 22, Benefit Plans, new
28 language added to the parties' expired Collective Bargaining Agreement shall be effective the day
29 following ratification of this Agreement. Schedule A, Wages, and Article 22, Benefit Plans, shall be
30 effective as of the dates set forth in this Agreement, provided ratification is achieved on the first vote
31 on or before August 31, 2020.
32

33 29.3 Notice: In the event that a renewal agreement is not reached after the termination date
34 of this Agreement, either party may exercise its right to strike or lockout, provided the moving party
35 has served seventy-two (72) hours written notice upon the other of its intention to strike or lockout at
36 the expiration of such notice. Any notice to be given under this Article shall be given by certified
37 mail, return receipt requested. However, in the event of any work stoppage, the Union and the
38 Company agree that the employees shall remain at work during this seventy-two (72) hour period to
39 provide the Company with a safe and orderly plant and equipment shutdown.
40

41 FOR THE COMPANY:
42 TREE TOP, INC.

43 FOR THE UNION:
44 TEAMSTERS LOCAL UNION NO. 760

45 By: _____ By: _____

1 Title: _____ Title: _____
2
3 Date: _____ Date: _____
4

SCHEDULE C

DRUG AND ALCOHOL POLICY

1
2
3
4
5 A. Introduction: The Company has always had a strong commitment to provide a safe workplace
6 for its employees and to establish programs promoting high standards of employee health,
7 productivity and reliability. Consistent with that commitment, the Company and Union have
8 agreed to this Drug and Alcohol Policy to establish and maintain a safe and productive work
9 environment for all employees.

10
11 B. Definitions:

12
13 1. Drugs: "Drugs" also refers to all controlled substances and medication containing
14 controlled substances, including mood altering substances, and "designer drugs"
15 not approved for use by the U.S. Food and Drug Administration. It also includes
16 other substances that may impair performance and safety (e.g. inhalants, MDMA,
17 opiates, etc.) "Drugs" also applies to prescription and non-prescription medication
18 as set forth in Section E, Medication. Notwithstanding any provisions in state law,
19 marijuana remains a controlled substance under the federal Controlled Substances
20 Act. Accordingly, marijuana is defined as a "drug" for the purpose of this Schedule
21 regardless of whether or not the marijuana was distributed or consumed for medical
22 purposes, or recreational purposes consistent with state law.

23
24 2. Tests: Drug and Alcohol tests as used in this Agreement are those tests as authorized
25 by this Agreement or the Department of Transportation (DOT) as well as any revisions
26 adopted by the DOT. The Company may test for any or all drugs and/or alcohol, as
27 included here: Opiates, Methamphetamines, Amphetamines, Cocaine, Marijuana,
28 Hydro/Oxy, Benzodiazepines, Barbiturates, Methadone, PCP

29
30 3. Positive Test or "Testing Positive": "Positive Test" or "Testing Positive" shall be
31 determined and confirmed by the Company's testing facility based upon levels set
32 forth by the Department of Transportation as well as any revisions adopted by the
33 Department of Transportation. For those substances not covered by the Department
34 of Transportation Regulations but prohibited herein, an employee will be
35 considered "under the influence" if the prohibited substance is present in the body.

36
37 C. Pre-employment Drug Screening Policy: After a conditional offer of employment is made,
38 the Company reserves the right to test job applicants for drugs or alcohol with or without
39 cause, as the Company determines appropriate. The Company reserves the right to allow job
40 applicants to commence working subject to conditions they pass the drug screen test.
41 Applicants testing positive will be ineligible for employment and dismissed immediately.

42
43 D. Prohibited Conduct: The following conduct is expressly prohibited and shall subject an
44 employee to immediate discharge regardless of prior discipline, if any.

1 the doctor issuing the prescription that verifies the employee is fit for duty and is able to safely
2 and completely perform his job duties before returning to work. Upon providing the doctor's
3 release to the Company and the Company approving the release, the employee shall be eligible
4 to return to work. After returning to work the employee shall be subject to all of the
5 requirements of the drug and alcohol policy, including the post-employment testing provision
6 of the drug and alcohol policy. Any violation of the drug and alcohol policy shall subject the
7 employee to immediate discharge. Employees believing they need some other
8 accommodation for a disability may contact Human Resources to discuss other available
9 options.

10
11 F. Post-Employment Testing: The Company may require that the employee immediately submit
12 to oral fluid test, field impairment test, blood, urine test or any other test approved by DOT,
13 where:

14
15 1. Reasonable Suspicion Testing: The Company has reasonable grounds to believe that
16 an employee is in violation of this Drug and Alcohol Policy as set forth in 1 through
17 and including ~~ED~~5, including but not limited to any employee engaging in any
18 performance, appearance, behavior, speech, etc. of a suspicious nature possibly
19 indicating the presence of drugs or alcohol in his or her body. This may include but
20 is not limited to excessive absenteeism or tardiness, declining work performance, or
21 other suspect behavior, including but not limited to smell of alcohol on the employee's
22 breath, impaired balance, gait or general coordinated movements, slurred or abnormal
23 speech, disruptive or hostile behavior, fainting, unauthorized sleeping on the job,
24 erratic work performance, frequent or unexplained absence from the work station,
25 emotional outburst, unsafe handling of equipment or tools, or the actual observation
26 of behavior such as the drinking of alcohol or using some other drug.

27
28 2. Post-Injury or Accident: The employee is involved in, causes, or has sustained an on-
29 the-job recordable injury under Washington Industrial Safety & Health Act (WISHA)
30 regulations, or was involved in an accident or a near-miss accident on the job due to
31 apparent negligence.

32
33 3. Incident with Damage: The employee was involved in or causes an incident that
34 resulted in damage to property, equipment, or product.

35
36 4. Governmental Requirements: Required by laws or regulations promulgated by either
37 a state or federal entity.

38
39 5. Random Testing: The Company reserves the right to conduct random drug and
40 alcohol testing. The Company agrees to use a random selection process, so that all
41 such employees of the Company, both salary and hourly employees at its facilities
42 in Washington will have an equal chance to be selected for testing. In any one
43 contract year, the Company agrees it shall not randomly drug test more than fifty
44 percent (50%) of the employees covered by this Agreement and/or not randomly
45 alcohol test more than ten percent (10 %) of the employees in the total employee

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SCHEDULE D

SKILL, KNOWLEDGE AND PROFICIENCY PROGRAMS

1. The Company and the Union agree to maintain the Maintenance "A", Craftsman, and Master Craftsman classifications in Schedule A to include the Skill, Knowledge and Proficiency Programs as currently practiced.
2. The Company and the Union may expand the Skill, Knowledge and Proficiency Program concept into additional areas.
3. Questions regarding the application of these programs shall be resolved by a Maintenance Review Committee as defined in each program.
4. The wage rates set forth in Schedule A are intended only to be the minimum wage rates the Company is obligated to pay. From time to time, employees may receive wage rates that are greater than those wages provided in Schedule A. These wage rates that are greater than those provided in Schedule A are paid at the Company's discretion and may be discontinued at the Company's sole discretion. Maintenance employees submitting a written request for progression through the Skill, Knowledge and Proficiency Program will be provided a written response within thirty (30) calendar days from the date the request was submitted.
5. It is understood and agreed that the application or provisions of Skill, Knowledge and Proficiency Programs are not subject to Article 25, Grievance Procedure and Arbitration.

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SCHEDULE E

ATTENDANCE CONTROL POLICY

1. **EFFECTIVE DATE**

This Attendance Control Policy becomes effective ~~August 1, 2017~~ June 1, 2020, and supersedes all prior oral or written attendance policy statements.

2. **SCOPE OF THE POLICY**

This Attendance Control Policy applies to all hourly employees of Tree Top, Inc.

3. **DEFINITIONS**

A. Proper Notification

1. Tardy: For proper notification to occur for a tardy, employees must contact their plant office prior to their assigned starting times.
2. Absences: For proper notification to occur for an absence, employees must contact their plant office at a minimum of one (1) hour for day shift and one and one-half (1½) hours for swing and graveyard shift for absences prior to their assigned starting times.
3. This notification must be done daily for each tardy and each absence occurrence because employees shall be automatically scheduled for their next workday, unless the nature of the absence has been diagnosed by a physician as a prolonged illness or injury. In the event of such a diagnosis, employees shall be in contact with the plant office once a week, to keep it informed of their progress.

B. Absences: An absence is defined as an employee being absent for more than one-half (½) of his scheduled shift.

C. Occurrences

Any of the following occurrences shall be defined and counted as follows:

1.	Employees arriving late to their work station with proper notification to the plant office prior to the start of the employee's shift	½ occurrence
2.	Employees who leave their work station prior to their scheduled quitting time with their supervisor's permission. <u>Exception</u> : An early release, as offered and approved by a supervisor with an employee's agreement prior to the	½ occurrence

	end of his scheduled shift shall not be subject to corrective discipline in accordance with the Attendance Control Policy.	
3.	Employees who schedule PTO days after 5:00 P.M. on Wednesday for the following week. Employees must submit a completed personnel change form and the Company must approve the employee's PTO request. The personnel change form must include a reason for the denial and be signed by the Company, i.e., insufficient staffing.	½ occurrence
4.	Absent from a scheduled work day with proper notification to the plant office as set forth in paragraph A above	1 occurrence
5.	Employees arriving late to their work station without proper notification to the plant office prior to the start of the employee's shift	1 occurrence
6.	Absent from a scheduled workday without proper notification to the plant office but notifying the plant office as set forth in paragraph A above prior to the start of the employee's shift	1½ occurrences
7.	Absent from a scheduled workday without proper notification to the plant office (no call, no show)	2 occurrences
8.	Absent for three (3) consecutive scheduled workdays without proper notification to the plant office is considered a voluntary quit or resign	

NOTE: To avoid any occurrences during a week the employee must notify the office no later than 5:00 P.M. on the prior Wednesday that the Company posts the weekly employee schedule and prearranges their tardy or absence with their supervisor. However, at the sole discretion of the Company, an employee may be granted a PTO day without receiving an occurrence if it is determined by the Company that the employee would not be needed for the day requested. The application of the prior sentence shall not be subject to the grievance procedure.

4. COUNTING CONSECUTIVE WORK DAYS MISSED

A. For employees who are absent with proper notification for two (2) or more consecutive scheduled workdays, each scheduled workday shall count as an attendance occurrence up to a maximum of two (2) attendance occurrences regardless of a doctor's excuse. This limitation shall only apply, provided the employee has given proper notification for each scheduled workday missed.

B. For extended absences of more than three (3) days due to employee's own illness or injury, a release from the employee's healthcare provider is generally also required to ensure the employee can safely return to work. ~~And the employee who is absent for~~

1 ~~three (3) consecutive workdays or more due to an illness must provide a doctor's return~~
2 ~~to work medical questionnaire.~~ This ~~questionnaire- release~~ must indicate that the
3 employee was unable to work the scheduled workday(s) because of a medical
4 condition.
5

6 **5. EXCEPTIONS TO THE ATTENDANCE OCCURRENCES**
7

8 A. The following shall not constitute an attendance occurrence if proper notification is
9 given:
10

- 11 1. Regularly scheduled PTO;
- 12
- 13 2. Bereavement leave as set forth in Article 11. In addition, an absence for
14 attendance up to a maximum of three (3) workdays to attend the funeral of the
15 employee's present aunt and uncle shall not be counted as an occurrence;
- 16
- 17 3. Approved leave of absence; **(NOTE: Even though an employee is granted**
18 **an approved leave of absence or personal leave as set forth in 17.1, his**
19 **absences shall be counted as occurrences in accordance with Section 3B**
20 **above, unless the employee notifies the office no later than 5:00 P.M. on**
21 **the prior Wednesday that the Company posts the weekly employee**
22 **schedule, and prearrange their tardy or absence with their supervisor.)**
- 23
- 24 4. Jury duty;
- 25
- 26 5. Military leave;
- 27
- 28 6. Family Medical Leave or leave under the Washington ~~or Oregon~~ Family
29 Leave Act ~~or Washington Paid Family & Medical Leave Act or the California~~
30 ~~Family Rights Act as set forth in applicable law;~~
- 31
- 32 7. An employee missing work due to a compensable injury under the worker's
33 compensation laws while working for the Company;
- 34
- 35 8. Absences Covered by Washington Paid Sick Leave:
36
37 ~~Beginning August 1, 2017 any absence (as set forth in 3.B above) for which~~
38 ~~the employee receives PTO pay in accordance with Article 16, PTO; and~~
39
- 40 9. Prior to termination only, management at its discretion reserves the right to
41 excuse an attendance occurrence when the employee can substantiate to the
42 satisfaction of management that an emergency condition existed that was
43 totally beyond the employee's control. (E.g., extreme weather conditions, auto
44 accident, or other similar situations.)
45

1 3. Housekeeping:

2
3 Keep your work station clean, orderly, and hazard-free throughout your shift.

4
5 4. Operating Vehicles & Equipment:

6
7 Observe traffic regulations on Company property and while operating Company
8 vehicles. Follow all operating procedures and requirements for assigned equipment.
9 Report all unusual or mechanical conditions to your supervisor.

10
11 5. Conduct:

12
13 Conduct yourself in an orderly and courteous manner at all times on Company or
14 customer premises and/or while operating or in possession of a Company vehicle and
15 equipment.

16
17 6. Abusive Language and Behavior:

18
19 Engaging in abusive language or behavior towards another individual which could be
20 considered by a reasonable person to be outside the normal realm of shop talk.

21
22 7. Personnel Records:

23
24 Immediately notify the Plant Human Resource Department in writing of any change
25 in your personnel data (i.e., change of phone number, address, dependents).

26
27 The Collective Bargaining Agreement requires that you must have a telephone
28 number by which you can be contacted. Any change of address or telephone number
29 must be reported immediately to the Plant Human Resource Department. If the
30 Company is unable to contact you through lack of a phone number or through a
31 message phone or voicemail number supplied by you, or if the party receiving the call
32 fails to contact you, the Company will in no way be liable.

33
34 8. Personal Business During Working Hours

35
36 Do not use Company telephones, E-mail, cell phones, or computers for personal
37 business. Do not conduct personal business during working hours, excluding rest
38 periods. Do not conduct business for personal gain on Company premises without a
39 supervisor's approval. All personal phone calls, except emergency (compelling) ones,
40 are to be made on your meal and rest periods and pay phones provided may be used
41 for such calls. Telephone calls for employees will not be received except in cases of
42 emergency.

1 reminder or the next step of discipline as set forth in 21.1, provided the
2 employee can prove the following:
3

- 4 1) The employee can demonstrate to the satisfaction of the Company
5 that prior to engaging in any work activities subject to the
6 Company's serious safety rule policies and procedures as set forth
7 in 7.1 (A)(+) above all of the following factors have been met:
8
9 a) The employee has implemented proper and complete
10 energy isolation;
11
12 b) There was NO potential risk of injury for himself or other
13 individuals; and
14
15 c) The procedural non-compliance was only an administrative
16 omission of current policy and procedure.
17
18 2) The employee had not previously been issued a decision-making
19 leave or final written reminder, and/or commitment to excellence
20 within the last twelve (12) months for any reason. However, in the
21 event the employee has been issued a decision-making leave or final
22 written reminder within the last twelve (12) months for any reason,
23 the above exception shall not apply and the employee shall be
24 immediately discharged as set forth in Section 21.1.
25

26 Upon the employee proving all of the above requirements, the
27 employee shall receive a written reminder or the next step of
28 discipline as set forth in 21.1 if the employee has previously been
29 issued prior discipline for any reason within the last twelve (12)
30 months.
31

32 8. Sleeping on the Job During Working Hours, excluding rest periods.
33

34 9. Other: Other misconduct sufficient enough to justify discharge without prior written
35 warning.
36

37 B. ATTENDANCE:

38
39 1. Leaving Premises or Job during working hours, including rest periods or leaving a job
40 prior to the employee's relief being at the work station without permission from a
41 supervisor.
42

43 C. WORK PERFORMANCE:

44
45 1. Intentional or Negligent Misuse, damage, or destruction of Company property,

1 **LETTER OF AGREEMENT**

2
3
4 This Letter of Agreement is entered into by and between Tree Top, Inc. (“Company”) and
5 Teamsters Local Union No. 760 (“Union”).
6

7 ~~Recognitional Pickets at Selah and Wenatchee: The Company and Union agree that~~
8 ~~notwithstanding the provisions of their labor agreements covering the Selah and Wenatchee,~~
9 ~~Washington Plants, the Union agrees that it will not establish or extend a recognitional picket~~
10 ~~line to any of these plants unless the Union has authorization cards signed by no less than ninety-~~
11 ~~five percent (95%) of the employees in an appropriate bargaining unit at the Company’s other~~
12 ~~facilities that are not subject to a labor agreement, including but not limited to those facilities in~~
13 ~~Washington, Oregon and California.~~
14

15 ~~Picket Lines Extended to Selah and Wenatchee Due to a Labor Dispute at Other Company~~
16 ~~Facilities: Moreover, regardless of Article 6, entitled Lockout and Work Stoppages in the~~
17 ~~parties’ Collective Bargaining Agreement, the employees covered by that Collective Bargaining~~
18 ~~Agreement shall not observe or honor a picket line extended to the Selah or Wenatchee facility~~
19 ~~by or at the direction of any Union, including but not limited to Teamsters Local Union 760 or any~~
20 ~~Teamster Local Union as a result of a labor dispute at one of the Company’s other facilities that~~
21 ~~are not subject to the Selah or Wenatchee labor agreement, including but not limited to those~~
22 ~~facilities in Washington, Oregon and California, until those employees at the other facilities have~~
23 ~~been on strike for at least thirty (30) calendar days.~~
24

25 ~~Meaning of Primary Picket Lines: Nothing in this Letter of Agreement shall be viewed to~~
26 ~~constitute a waiver of the Company’s right to maintain that an organizational or recognitional~~
27 ~~picket line is not a primary picket line as that term is used in Article 6 entitled Lockouts and~~
28 ~~Work Stoppages of the parties’ Collective Bargaining Agreements.~~
29

30 ~~Moreover, nothing in this Letter of Agreement shall be viewed to constitute a waiver of the~~
31 ~~Company’s right to maintain that a picket line established by or at the direction of any Union,~~
32 ~~including but not limited to Teamsters Local Union 760 or any Teamster Local Union as a result of~~
33 ~~a labor dispute at one of the Company’s other facilities that are not subject to the Selah or~~
34 ~~Wenatchee labor agreement, including but not limited to those facilities in Washington, Oregon~~
35 ~~and California is NOT a primary picket line in accordance with Article 6 of the parties’~~
36 ~~Collective Bargaining Agreement.~~
37

38 ~~On the other hand, nothing in this Letter of Agreement shall be viewed to constitute a waiver of~~
39 ~~the Union’s right to maintain that such a picket line established by or at the direction of any~~
40 ~~Union, including but not limited to Teamsters Local Union 760 or any Teamster Local Union as a~~
41 ~~result of a labor dispute at one of the Company’s other facilities that are not subject to the Selah~~
42 ~~or Wenatchee labor agreement, including but not limited to those facilities in Washington,~~
43 ~~Oregon and California is a primary picket line in accordance with Article 6 of the parties’~~

Collective Bargaining Agreement.

FOR THE COMPANY: _____ FOR THE UNION:

TREE TOP, INC. _____ TEAMSTERS LOCAL UNION NO. 760

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____

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