

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**TREE TOP, INC.
Wenatchee, Washington**

and

TEAMSTERS LOCAL UNION NO. 760

May 1, 202017 through and including April 30, 20230

1 **AGREEMENT**

2
3 **Preamble**

4
5 This Agreement is made and entered into this 1st day of May, 20~~2017~~, by and between Tree
6 Top, Inc., hereinafter called the “Company,” and Teamsters Local Union No. 760, affiliated with
7 the International Brotherhood of Teamsters, Yakima, Washington, hereinafter called the “Union.”
8

9 The Union and employees recognize that in order for the Company to provide fair wages,
10 hours and working conditions, the Company must be in a competitive market position, which means
11 that it must produce efficiently and at the lowest possible cost. The Union and employees agree that
12 they will support the Company in its efforts to improve production of its products, conserve
13 materials and supplies, take good workmanlike care of equipment and prevent accidents. The parties
14 agree to the concept of a fair day's pay for a fair day's work.
15

16 WITNESSETH: That for the mutual benefit and the harmonious relationship of the parties
17 hereto, it is agreed as follows:
18

19
20 **ARTICLE 1**

21
22 **RECOGNITION**

23
24 1.1 Bargaining Unit: The Company recognizes the Union as the exclusive collective
25 bargaining agent for all employees of the Company at its Wenatchee, Washington plant, except
26 office and clerical employees, technical and professional employees, guards, temporary employees
27 and supervisors as defined in the Labor Management Relations Act of 1947, as amended.
28

29
30 **ARTICLE 2**

31
32 **EQUAL OPPORTUNITY - NONDISCRIMINATION**

33
34 2.1 Compliance: It is the continuing policy of both the Company and the Union to
35 comply with all federal and state equal employment opportunity laws including, but not limited to,
36 the laws prohibiting discrimination because of race, color, religion, sex, age, or national origin, and
37 mental or physical disability, and the Americans With Disabilities Act.
38

39 2.2 Gender: Where the masculine or female gender has been used in any position, or in
40 any provision in this Agreement, it is used solely for the purposes of illustration and shall not in any
41 way be used to designate the sex of the employee eligible for the position, or the benefits of any
42 other provision.
43
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46

SENIORITY

7.1 Definitions:

A. Seniority: Defined as an employee's total length of service from the employee's last date of hire, provided he has completed his probationary period within a twelve (12) month period. In the event the employee does not complete his probationary period within a twelve (12) month period, the employee's seniority date shall be the day after the employee completes his probationary period. The relative seniority among employees having the same seniority date shall be determined by the alphabetical order of the employees' last names as of ~~that date~~ their last date of hire.

B. Bid Positions: Bid Positions are those designated in Schedule A. As bid positions become vacated they will be posted and awarded in accordance with Article 8, Job Posting. An employee may only hold one (1) bid position at any one time except when an employee has been awarded a specialty bid as set forth in Schedule A (normally a temporary or short-term job assignment), or when designated as a Working Leader or Instructor. Where an employee is awarded a bid position as set forth in 8.4A, Vacancy, and completes the trial period as set forth in 8.5(B), the new bid position replaces the employee's prior bid position.

C. Back-up Bid Positions: Bid positions as designated in Schedule A for which the Company has determined a need for a backup bid position. Upon the effective date of this Agreement or August 1, 2017, whichever occurs last, the employee shall then rank, from amongst his current qualifications, his preferred new back-up positions. An employee may hold up to two (2) back-up bid positions and positions shall be assigned by the Company in accordance with the competency requirements and seniority principles set forth in 7.3 A (1) a. Thereafter, as back-up bid positions become vacated they will be posted and awarded in accordance with Article 8, Job Posting. At any one time, an employee may hold up to one (1) bid position and two (2) back-up bid positions. In the event an employee already holds two (2) back-up bid positions and bids on a new back-up bid position for which they are awarded, they must designate which one of their previous back-up bids they are relinquishing, since they cannot hold more than two (2) back-up bid positions. Employees who already hold two (2) back-up bid positions and have been awarded a new back-up bid position within the last six (6) months may not bid on another back-up bid position.

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

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

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

1 the date the release was issued. An employee who does not submit a medical release
2 to the Company within three (3) calendar days (excluding Saturday, Sunday and
3 holidays) of the date it was issued shall be considered to have voluntarily quit.
4

5 B. Non-Maintenance and Non-QA Employees: In the event the Company receives this
6 medical release no later than 12:00 noon on Thursday, the employee shall be
7 returned to his former position as set forth in 7.5 beginning the first day of the
8 following workweek. Should the Company receive the employee's medical release
9 after 12:00 noon on Thursday, the employee shall be transferred into a general labor
10 position as set forth in 7.5, beginning the first day of the following workweek.
11 Thereafter, the employee shall be returned to his former position as set forth in 7.5
12 beginning the first day of the following workweek after his assignment to a general
13 labor position. An employee who does not submit a medical release to the Company
14 within three (3) calendar days (excluding Saturday, Sunday and holidays) of the date
15 it was issued shall be considered to have voluntarily quit.
16

17 C. Maintenance and QA Department Employees: Maintenance and QA Department
18 employees submitting a medical release to the Company within three (3) calendar
19 days from the date the release was issued will be returned to the schedule on the
20 employee's next scheduled workday.
21

22 7.10 Termination of Seniority: Any regular employee who suffers an on-the-job injury or
23 illness shall continue to accumulate seniority up to a maximum of eighteen (18) months during the
24 period the employee is off work. Upon expiration of the eighteen (18) month period, the employee
25 shall not accumulate additional seniority. In the event the State of Washington, Department of
26 Labor & Industries, determines that an employee cannot return to work, the employee's seniority
27 and employment shall be terminated.
28

29 7.11 Promotion of Quality Assurance Employees: The Company may select, promote,
30 and replace Quality Assurance employees without regard to seniority, and without recourse to
31 Article 25, Grievance Procedure and Arbitration. Quality Assurance employees shall have no rights
32 to transfer, or otherwise be assigned to any other department. However, in the event of a reduction
33 of force, Quality Assurance employees shall be eligible to displace employees in other departments
34 in accordance with Section 7.3A(2).
35
36

37 ARTICLE 8

38 JOB POSTING

39
40
41 8.1 Definition for a Position Vacancy in a Bid Position: For the purpose of this Article,
42 a vacancy is created when the Company determines to replace an incumbent employee in a bid
43 position because of a termination, promotion, demotion, transfer, or the creation of a new position in
44 a bid position. This Article does not apply to vacancies in non-bid or general labor positions.
45

46 8.2 Back-up Bid Position Vacancy: For bid positions as designated in Schedule A, the

1 Company may select and train replacement employees and will do so in accordance with 8.4 in
2 advance of any announced back-up bid position vacancy as determined by the Company, subject to
3 8.5(B) and upon successful completion of the prescribed training period, the employee will be
4 returned to his former position. Thereafter, the employee will be required to submit a bid for a
5 vacancy in accordance with 8.4.
6

7 8.3 Posting of Bid Position Vacancy and Back-Up Bid Position Vacancy: When a
8 vacancy in a bid or back-up bid position occurs, the Company shall post the vacant position or back-
9 up bid position vacancy for ten (10) calendar days. The postings shall set forth the position, job
10 profile or summary job profile, and position requirements, including the shift.
11

12 8.4 Filling of a Bid Position Vacancy or Back-Up Bid Position Vacancy:
13

14 A. Eligibility: Regular eligible employees may submit a bid in writing for any posted
15 bid position or back-up bid vacancy, by signing a bid sheet on the plant office
16 bulletin board. Eligible employees are those who have completed training in their
17 current position and then worked in their current bid position for at least nine (9)
18 months. The nine (9) month restriction will not apply when bidding on a higher
19 paying position.
20

21 B. Vacancy: The most promotable regular employee submitting a bid shall be awarded
22 the vacancy. Such bid shall be awarded within ten (10) calendar days after the
23 closing of the posting process as set forth in 8.3, provided the position is available.
24 Where the promotability of job bidders is substantially equal, the principle of
25 seniority shall apply. The Company shall be the initial judge of promotability
26 subject to Article 25, Grievance Procedure and Arbitration. If, in the judgment of
27 the Company, no promotable employee submits a bid for the vacancy, the Company
28 shall be free to fill the vacancy in any convenient manner. The Company shall have
29 the right to assign the successful bidder to any work within the applicable bid or
30 back-up bid position as set forth in Schedule A.
31

32 C. Back-Up Bid Position Vacancy:
33

34 1. In General: Eligible, regular employees may submit a bid in writing for any
35 posted back-up bid position vacancy by signing a bid sheet on the plant
36 office bulletin board, except as limited below:
37

38 a. Because of operating conditions the employees may be required, as
39 the Company determines appropriate to bid on back-up bid position
40 vacancies only on their own shift.
41

42 b. When a trained back-up is not available for the employee's current
43 bid, the Company may prevent an employee from being awarded a
44 back-up bid position vacancy.
45

46 2. The most promotable regular employee submitting a bid will be awarded the

1 alerting employees that revisions have been made to the posted schedule,
2 and to check the schedule before leaving. For those employees who are
3 working when the revised schedule is posted, the Company shall be deemed
4 to have notified the affected employees of the revised schedule.
5

- 6 B. Employees who are not working are required to determine whether they are
7 scheduled for work the following week, between 3:00 p.m. on Thursday and 12:00
8 noon on Friday. Vacancies in the schedule shall be filled from the call-in list in
9 accordance with the calling procedures set forth in 13.1A.
10

11 13.2 Reporting Pay: Employees who are regularly scheduled to work and who are not
12 notified at least two (2) hours before their regular starting time that they are not needed, as well as
13 employees who are called and report for work shall be guaranteed two (2) hours' pay even if no
14 work is provided.
15

16 13.3 Minimum Work: In the event an employee starts work or is required to stand by, the
17 employee shall be paid for all hours actually worked, but in no event less than four (4) hours.
18

19 13.4 Exceptions to Reporting Pay and Minimum Work: The reporting pay and minimum
20 work guarantees in 13.2 and 13.3 shall not apply where:
21

- 22 A. The employee voluntarily leaves the job before the expiration of the four (4) hour
23 work guarantee set forth in 13.3.
24
25 B. The employee is hindered from working because of conditions beyond the
26 Company's control, including vendor quality problems, failure of public utilities to
27 supply electricity, gas or water, failure of sewage disposal off the premises, or severe
28 weather conditions.
29
30 C. The employee quits prior to the expiration of the work guarantee.
31
32 D. The employee attends safety or training meetings or continuous improvement
33 committee meetings (a two [2] hour minimum shall apply).
34

35 13.5 Call Back Pay: Any employee who, having completed a regular shift and left the
36 premises, is called back to perform emergency work, shall be paid a minimum of four (4) hours pay
37 at the applicable overtime rate, except that if the employee is called back to perform emergency
38 work less than four (4) hours before the beginning of the employee's next regular shift, the
39 employee shall be paid at the applicable overtime rate up to the time the employee's regular shift
40 commences.
41

42 13.36 On Call List: The daily/weekly On Call List shall be posted with all employees'
43 work schedules.
44
45
46

ARTICLE 14

- 1
- 2 1. Whether the employee receives up to a maximum of seven and one half (7½)
- 3 hours, seven and three-quarters (7¾) hours, eight (8) hours or ten (10) hours
- 4 of holiday pay shall be determined by the majority of hours the employee
- 5 was scheduled to work during the payroll week in which the holiday
- 6 occurred, i.e., either on a five (5) day eight (8) hour schedule or a four (4)
- 7 day ten (10) hour schedule.
- 8
- 9 2. For the purpose of this Article, the employee's appropriate hourly rate shall
- 10 mean the employee's bid or non-bid pay rate, or in the case of an employee
- 11 in a general labor position, the employee's pay rate in effect on his last
- 12 workday immediately prior to the holiday.
- 13

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

17
 18 15.4 Holiday During PTO: If a holiday for which an employee is entitled to holiday pay
 19 is observed within the employee's PTO period, the employee shall be granted an extra day's PTO at
 20 the end of the PTO period or an extra day's pay in lieu thereof. An employee who requests PTO pay
 21 to coincide with a holiday will not be paid holiday pay unless the employee would have been
 22 scheduled to work but for the PTO and such scheduled work would have made him eligible for
 23 holiday pay as set forth in 15.3.

24
 25
 26 ARTICLE 16

27
 28 PAID TIME OFF (PTO)

29
 30 16.1 Effective Date: This Article shall be effective beginning ~~August 1, 2017~~ June 1,
 31 2020 when the Company converted from ~~a vacation policy to a paid time off policy (hereafter~~
 32 ~~referred to as PTO). This PTO policy is~~ an all-purpose time-off policy for eligible employees to
 33 ~~use for vacation, illness or injury and combines traditional vacation benefits and a separate paid time~~
 34 ~~off (PTO) policy and a paid sick leave (PSL) benefits, including meeting the requirements of the~~
 35 ~~Washington Paid Sick Leave Law into one flexible paid time off plan.~~

36
 37 16.2 PTO Allowances and Qualifications: All eligible employees shall be entitled to
 38 PTO benefits in accordance with the following schedule:
 39

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	.048 <u>.032</u> X each hour of compensation the	Maximum of seventy-two (72) <u>forty-eight</u>	4872 PTO Hours

employment but retro-active to employee seniority date as set forth in 7.1 A	employee receives from the Company	(48) hours of PTO pay	
After one (1) year but less than eight (8) years	.075 <u>.053</u> X each hour of compensation the employee receives from the Company	Maximum of one hundred twelve (112)- <u>eighty (80)</u> hours of PTO pay	158.66 <u>127</u> PTO Hours
After eight (8) years but less than sixteen (16) years	.101 <u>.08</u> X each hour of compensation the employee receives from the Company	Maximum of one hundred fifty two (152)- <u>twenty (120)</u> hours of PTO pay	222 <u>190</u> PTO Hours
After sixteen (16) years but less than twenty-five (25) years	.128 <u>.107</u> X each hour of compensation the employee receives from the Company	Maximum of one hundred ninety two (192)- <u>sixty (160)</u> hours of PTO pay	285.33 <u>253</u> PTO Hours
After twenty-five (25) or more years	.155 <u>.133</u> X each hour of compensation the employee receives from the Company	m Maximum of two hundred thirty two hours (232)- <u>two hundred (200)</u> of PTO pay	317 <u>348.66</u> PTO Hours

1
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
4 seven and a half (7.5) hours up to a maximum of ~~eight (8)~~ twelve (12) hours per day at the time the
5 PTO is taken. The employee may elect to use the maximum hours if he/she were scheduled to work
6 those hours.

7
8 16.4 PTO Cash Out: Employees may “cash out” up to forty (40) hours of accrued
9 PTO 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 of
14 the request to be eligible for the cash out.

15
16 16.54 Required PTO Use ~~for All Non-Protected and Protected Absences:~~

17
18 A. Non-Protected Absences: ~~Beginning the ninetieth (90th) calendar day of~~
19 ~~employment, an eligible employee shall be required to use earned but unused~~
20 ~~PTO for any absences (as defined in Schedule E, Attendance Control Policy, i.e.,~~
21 ~~an employee being absent for more than one-half (½) of his scheduled shift) and~~
22 ~~such absence is NOT covered by the Federal Family Medical Leave Act (FMLA),~~
23 ~~Washington State Family Leave or Care Acts, Washington’s Paid Sick Leave~~

1 ~~Law, except when otherwise required by law (such as during periods of military~~
2 ~~leave, jury duty, domestic violence leaves, etc.).~~

3
4 1. An employee electing to use PTO to cover an absence, tardy or early out
5 shall be subject to an occurrence in accordance with the Attendance
6 Control Policy.

7
8 B. ~~Protected Absence: Beginning the ninetieth (90th) calendar day of employment,~~
9 ~~an eligible employee shall be required to use PTO pay for any work time missed~~
10 ~~because of any absences (as defined in Schedule E, Attendance Control Policy),~~
11 ~~tardy, early out, etc. and when such work time missed is covered by the Federal~~
12 ~~Family Medical Leave Act (FMLA, Washington State Family Leave or Care Acts~~
13 ~~or Washington's Paid Sick Leave. However, for any absences of three (3) or~~
14 ~~more consecutive work days, an employee shall not be required to use more than~~
15 ~~twenty-four (24) hours of PTO for such an absence. For an absence in excess of~~
16 ~~three (3) or more consecutive work days, the employee shall coordinate his PTO~~
17 ~~with the Company's time loss and disability benefits. An employee shall use his~~
18 ~~PTO in minimum increments of one (1) hour, but up to an annual maximum as set~~
19 ~~forth in 16.2 above, unless otherwise provided by law.~~

20
21 ~~1. PTO Verification: In the event an employee is using PTO covered by 16.4 B~~
22 ~~above, the Company, at its discretion, may require the employee to furnish~~
23 ~~evidence satisfactory to the Company that his missed work time was covered by this~~
24 ~~Section and in accordance with Washington's Paid Sick Leave Law.~~

25
26 C. ~~Notification for Planned Work Time Missed: If an employee is planning to use~~
27 ~~PTO benefits for any planned work time missed covered by 16.4 A or B above,~~
28 ~~the employee must provide the Company with reasonable advance notice, but no~~
29 ~~later than the first work day after the employee first became aware of the need to~~
30 ~~have the time off. Should the employee fail to give such reasonable advance~~
31 ~~notice, he shall receive one half (1/2) of an occurrence under the Attendance~~
32 ~~Control Policy.~~

33
34 D. ~~Notification for Unforeseeable Work Time Missed: If an employee is planning to~~
35 ~~use PTO for any unforeseeable work time missed covered by 16.4 A or B above,~~
36 ~~the employee must provide the Company with reasonable advance notice in~~
37 ~~accordance with Schedule E, Attendance Control Policy. Should the employee fail~~
38 ~~to give such reasonable advance notice, he shall receive one half (1/2) of an~~
39 ~~occurrence under the Attendance Control Policy.~~

40
41 16.56 PTO Scheduling:

42
43 A. The Company shall post during the months of January and February a PTO calendar
44 for employees to designate their PTO preference. PTO preference shall be granted
45 to employees with the greatest Company seniority. For employees designating their
46 PTO preference during this posting period, the Company shall grant or deny the

1 employee's request in writing no later than March 14. If the employee's PTO
2 request is denied by the Company, the personnel change form must include a reason
3 for the denial and be signed by the Company, i.e., insufficient staffing.
4

5 B. However, on or after March 1, PTO preference shall be granted to employees in the
6 order in which PTO requests are received by the Company with those received first
7 given first priority.
8

9 C. Employees shall schedule their PTO as far in advance as reasonably possible.
10 However, because of the nature of the work or to allocate PTO periods between
11 employees, it may be necessary to limit the number or prohibit any employees
12 taking PTO during a particular period of time. Time granted for PTO shall be
13 mutually agreed upon between the Company and the employee as soon as practical,
14 but the final determination of PTO periods shall be reserved by the Company in
15 order to assure orderly conduct of its operations except as otherwise provided ~~in 16.4~~
16 ~~A and B above or~~ by law. Except as set forth in 16.6A, upon the Company receiving
17 an employee's written request for PTO, it shall grant or deny the employee's request
18 in writing no later than ten (10) calendar days after receipt of the request ~~except as~~
19 ~~otherwise provided in 16.4 A and B above or by law.~~ If the employee's vacation
20 request is denied by the Company, the personnel change form must include a reason
21 for the denial and be signed by the Company, i.e., insufficient staffing.
22

23 D. Generally, PTO must be scheduled in minimum increments of five (5) consecutive
24 days with a minimum of forty (40) hours pay except ~~as otherwise provided in 16.4~~
25 ~~above or~~ by law. However, when operating conditions permit and further provided
26 the employee has scheduled his PTO by 5:00 P.M. on Wednesday of the week
27 before the employee is planning to take his PTO, PTO may be scheduled in
28 minimum increments of seven and a half (7.5) hours up to a maximum of twelve
29 (12) hours ~~eight (8) hours~~, unless waived by the Company except as otherwise
30 provided ~~in 16.4 above or~~ by law. However, this prior 5:00 P.M. Wednesday
31 advance notice requirement may be waived when mutually agreed between the
32 Company and the employee.
33

34 E. Approved PTO may only be canceled in emergencies, or with ten (10) calendar days
35 advance notice to the Company. Additionally, the Company reserves the right to
36 deny an employee a request for PTO and/or cancel a previously approved PTO if the
37 employee has exhausted all of their accumulated and unused PTO balance at the
38 time of the PTO leave, unless the Company, at its discretion, grants the employee an
39 unpaid personal leave of absence as set forth in 17.1.
40

41 16.67 PTO Cancellation: Employees are required to schedule and take their PTO during
42 their anniversary year. However, should operating conditions prevent an employee from scheduling
43 a PTO during a week that would otherwise be available for an employee or taking a previously
44 scheduled PTO, the employee will be allowed to defer all or part of his PTO to the following
45 anniversary year or, at the employee's option, he may receive PTO pay in lieu of the PTO time to
46 reduce the balance below the maximum PTO balance (cap).

1 Tree Top (the company does, however, comply with its time off and reinstatement obligations for
2 all employees, including temporary employees hired through an employment agency/service).

3
4 B. Amount of PSL Benefits:

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

12
13 C. Use of PSL Benefits:

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

20
21 D. PSL Benefits may be used for the following purposes:

- 22
23 1. For time off due to the employee's mental or physical injury, illness or health condition
24 (including diagnosis, care and treatment as well as preventative medical care such as routine
25 medical and dental visits).
- 26 2. For time off to care for a family member with a mental or physical injury, illness or health
27 condition (including diagnosis, care and treatment as well as preventative medical care such
28 as routine medical and dental visits).
- 29 a. For purposes of PSL benefits, "family member" includes the employee's child
30 (biological, adopted, foster, step-, legal guardian, in loco parentis, or de facto,
31 regardless of age or dependency status), parent (biological, adoptive, de factor,
32 foster, stepparent or legal guardian of an employee of the employee's spouse or
33 registered domestic partner or a person who stood in loco parentis when the
34 employee was a minor child), spouse, registered domestic partner, grandparent,
35 grandchild and sibling.
- 36 3. For leave that qualifies under Washington's Domestic Violence Leave Act.
- 37 4. For time off if the employee's workplace, or their child's school or place of care, has been
38 closed by order of a public official for a health-related reason.
- 39 5. For any other reason required by applicable law.
- 40 The same absence may be covered by more than one of the sections outlined above (e.g. an
41 employee's own illness or injury may qualify for FMLA). In such cases, all applicable types
42 of leave will run concurrently.
- 43

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

8
9 Employees who have exhausted all of their accrued and unused PTO benefits under Article 16 may
10 request the use of accrued PSL benefits for personal reasons. Tree Top will review and may approve or deny
11 such requests at its sole discretion. Use of PSL benefits for any reason not expressly required to be protected
12 by applicable law will be subject to attendance occurrences and discipline as outlined in the Attendance
13 Control Policy.

14
15 E. Reporting Requirements:

16
17 Employees who need time off for qualifying purposes under this policy must follow Tree
18 Top’s attendance reporting procedures as outlined in the Attendance Control Policy. If it is not
19 possible to provide notice prior to the start of the employee’s shift due to unforeseeable
20 circumstances, the employee must provide notice as soon as practicable. If the need for leave is
21 known in advance, the employee must notify the Company at least 10 days in advance, or as soon as
22 possible if the employee learns of the need for leave with less than 10 days’ notice. Planned
23 absences covered by other forms of leave should be requested in accordance with the applicable
24 leave policy.

25
26 Employees who fail to provide reasonable notice of the need for time off in accordance with
27 this policy and Appendix E are subject to discipline for the notice/reporting violation as outlined in
28 Appendix E.

29
30 F. Payment of PSL Benefits:

31
32 PSL benefits are paid out at the employee’s normal hourly compensation rate (i.e. regular
33 straight time hourly rate of pay, including shift differential, if any). Employees are not permitted to
34 use PSL benefits for time that they would not have been scheduled or required to work and will not
35 be paid for sick leave benefits that have not yet been earned.

36
37 G. Verification of Absences:

38
39 Verification of the reasons for absence is required whenever an employee is absent for more
40 than 3 consecutive workdays for purposes covered by Washington Paid Sick Leave law and
41 otherwise as the Company determines necessary to ensure compliance with applicable laws
42 regarding time off from work such as FMLA (including but not limited to providing a completed
43 medical or other appropriate certification form from their doctor/healthcare provider). For extended
44 absences of **more than three (3) days** due to the employee’s own illness or injury, a release from the

1 employee's healthcare provider is generally also required to ensure the employee can safely return
2 to work.

3
4 H. Accumulation and Carryover of PSL Benefits:

5
6 There is no cap on the number of PSL benefit hours that an employee may accrue during the
7 year. However, employees may only carry over a maximum of 40 hours of accrued and unused PSL
8 benefits from one calendar year to the next. Any PSL benefits in excess of this amount will be
9 forfeited.

10
11 I. Payout on Termination:

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

18
19
20
21 ARTICLE 18

22
23 PAY PERIODS AND PAYROLL

24
25 18.1 Pay Period: A pay period is a calendar week beginning at 12:01 A.M. on Monday
26 and ending at midnight on Sunday. For employees starting work on the third shift prior to midnight
27 but completing their shift on the following day, all of their work shall be considered as work on that
28 following day.

29
30 18.2 Payroll: Employees shall be paid on a weekly basis. Except in cases of emergency,
31 payday shall be on Friday. Employees working a Sunday through Thursday workweek or swing
32 shift Monday through Friday will receive their paychecks on Thursday, provided checks are
33 available.

34
35
36 ARTICLE 19

37
38 PROTECTIVE CLOTHING, TOOLS, LICENSES AND EXAMS

39
40 19.1 Company Furnished Operational and Safety Equipment:

41
42 A. In General: As determined by the Company, the Company shall furnish all
43 production-related and food safety equipment as well as personal safety
44 equipment that is necessary in the performance of the employee's job duties or
45 daily assignments.

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

3
4 B. If no settlement is reached, the Company shall issue a written response to the Union
5 within seven (7) calendar days following this meeting, and the Company reserves
6 the right to discipline, suspend, demote, or discharge the grieving employee. Should
7 the Union consider the grievance valid and desire to appeal the Company's decision,
8 the grievance shall be processed in accordance with the provisions of Article 25.5,
9 Step 4. However, should the Vice President of Human Resources or the Secretary-
10 Treasurer of the Union wish to meet to discuss the Company's decision, a meeting
11 shall be held within seven (7) calendar days of receipt of the written request to meet.
12

13 21.6 The Union shall make a determination of the merits or validity of disciplinary action
14 and shall not be obligated to process the disciplinary action through Article 25, Grievance Procedure
15 and Arbitration, when in the Union's opinion the matter lacks merit.
16

17
18 ARTICLE 22

19
20 BENEFIT PLANS

21
22 22.1 Hospital, Medical, Surgical, Dental, Vision, and Prescription Benefits: The
23 Company will provide a medical plan for regular employees the first of the month following sixty
24 (60) calendar days of employment. All employees shall receive a booklet describing the coverage.
25 These benefits shall not be reduced during the life of this Agreement, except as set forth below. The
26 Company retains the right to change insurance carriers or plans as long as comparable benefits are
27 provided.
28

29 22.2 Healthcare Benefit: ~~Effective January 1, 2018~~ The below high deductible
30 healthcare plan and the new spousal eligibility requirements of the healthcare plans shall be
31 implemented for the employees covered by this Agreement provided they are the same provisions
32 implemented for the non-bargaining unit employee (non-union employees) excluded from the
33 Agreement, including salaried employees covered by the Company's healthcare plan.
34

35 22.3 Affordable Care Act Compliance: The Company shall make modifications to its
36 healthcare plan as required by regulatory and legal changes. However, prior to implementing such
37 modifications, if any, the Company shall notify the Union of the required modifications and if
38 requested by the Union, the Company shall discuss those modifications with the Union prior to
39 implementation.
40

41
42 22.4 Laid Off Employees: All regular employees with three (3) or more years of
43 seniority who are laid off shall receive full health and welfare benefits (medical, dental, vision,
44 prescription benefit, life, disability, and accidental death and dismemberment) for a period of three
45 (3) months after their eligibility ends, provided they pay the regular monthly employee's
46 contribution as determined by the Company.

1
2 22.5 Eligible Hours: PTO, holiday, jury duty and bereavement pay hours shall be
3 considered as hours worked for purposes of determining eligibility for benefits under this Article.
4

5 22.6 Employee Contribution: Eligible employees are required to contribute for their
6 medical, dental, prescription and vision benefits. Contributions are made by weekly payroll
7 deductions. The monthly contributions are:
8

9 A. Core Plan

10
11 1. Effective May 1, 20~~17~~ through and including April 30, 202~~30~~:

- 12
13 a. Employee only 16 % of the healthcare premiums
14 b. Employee + Child(ren) 16% of the healthcare premiums
15 c. Employee + Spouse 16% of healthcare premiums
16 d. Employee + Family 16% of the healthcare premiums
17

18 B. Value Plan

19
20 1. Effective May 1, 20~~17~~ through and including April 30, 202~~30~~:

- 21
22 a. Employee only 5 % of the healthcare premiums
23 b. Employee +Child(ren) 10 % of the healthcare premiums
24 c. Employee + Spouse 10 % of healthcare premiums
25 d. Employee + Family 10 % of the healthcare premiums
26

27 C. High Deductible Plan:

28
29 1. Effective May 1, 20~~17~~ through and including April 30, 202~~30~~:

- 30
31 a. Employee only 3 % of the healthcare premiums
32 b. Employee + Child(ren) 6 % of the healthcare premiums
33 c. Employee + Spouse 10 % of healthcare premiums
34 d. Employee + Family 10 % of healthcare premiums
35

36 22.7 Employee Assistance Program: The Company shall maintain an Employee
37 Assistance Program. The Company retains the right to change this Program as long as comparable
38 benefits are provided. The Program will provide that any costs not covered by the plan or by the
39 insurance carrier will not be a Company obligation.
40

41
42 ARTICLE 23

43
44 PENSION PLAN

45
46 23.1 In General: Effective November 1, 1986, the Company established a pension plan

1 for eligible hourly employees covered by this Agreement. The eligibility requirements and
2 complete terms of the plan are set forth in the official plan document. After negotiation with the
3 Union, the Company reserves the right to change or modify the plan as long as comparable benefits
4 are provided.

5
6 23.2 Benefit Service Credits:

7
8 A. Effective May 1, 20~~20~~17, and during the remainder of the term of this Agreement,
9 the amount of the benefit at normal retirement per Benefit Service Credit shall be
10 Fifty-Two Dollars and Fifty Cents (\$52.50) for all Benefit Service Credits earned in
11 future years for all current employees as of April 30, 2008.

12
13 23.3 Employees Hired After April 30, 2008: New employees hired after April 30, 2008,
14 will not be eligible to participate in the pension plan.

15
16
17 ARTICLE 24

18
19 401(k) RETIREMENT SAVINGS PLAN

20
21 24.1 In General: Effective January 1, 1988, the Company established a 401(k)
22 Retirement Savings Plan for eligible hourly employees covered by this Agreement. The eligibility
23 requirements and complete terms of the plan are set forth in the official plan document. After
24 negotiation with the Union, the Company reserves the right to change or modify the plan as long as
25 comparable benefits are provided.

26
27 24.2 Company Hourly Contribution:

28
29 A. ~~Upon completion of one thousand (1,000) hours of work~~Starting the first of the
30 month following sixty (60) calendar days of employment, the Company shall
31 contribute to the 401(k) Retirement Savings Plan the sum of Eighteen Cents (\$.18)
32 per hour for each employee for all hours compensated.

33
34 B. ~~Upon completion of one thousand (1,000) hours of work~~Starting the first of the
35 month following sixty (60) calendar days of employment, in addition to the Eighteen
36 Cents (\$.18) set forth above, new employees hired after April 30, 2008, shall receive
37 an additional 401(k) contribution of seventy cents (\$.70) per hour for all hours
38 compensated.

39
40 24.3 Employer Matching Contribution:

41
42 A. Effective May 1, 2011, the Company will match sixty percent (60%) of the amount
43 contributed by each regular employee to the 401(k) Retirement Savings Plan, up to a
44 maximum Company contribution of four percent (4%) of their annual salary.

45
46 24.4 Employee Loans: Effective May 1, 1996 employees in the 401(k) Retirement

1 the Company and the Union, and the employees subject to the limitations and authority contained in
2 state or federal law and contained in this Agreement.

3
4 25.7 Appeals: Any individual difference which has been presented under this procedure
5 and which is not appealed to the next step within the applicable time specified in this Article, and
6 any difference which has not been presented under this procedure within the time period specified
7 for presentation of such differences, shall be considered as settled and shall not be subject to further
8 discussion or appeal unless otherwise agreed in writing by the Company and the Union. The time
9 limit in each step may be extended by mutual written Agreement of the Company and the Union.

10
11 25.8 Applicable EEO Law: In the event that a grievance under the contractual grievance
12 procedure alleges a violation of Article 2, Equal Opportunity Non-Discrimination, and such
13 grievance is not resolved or otherwise terminated before the arbitration step, the Company and
14 Union will stipulate on the record that the arbitrator in deciding this discrimination issue shall apply
15 settled law under the applicable federal, state, or other laws.

16
17
18 ARTICLE 26

19
20 CONTINUOUS IMPROVEMENT

21
22 26.1 The Union and the employees agree to support the Company in its efforts to improve
23 the quality of products and services to its customers. To that end, the Company intends to focus on
24 its processes through employee involvement. Specifically, the Union and the employees agree to
25 support the Company in its efforts to continuously improve its processes.

26
27
28 ARTICLE 27

29
30 SAVINGS CLAUSE

31
32 27.1 Should any part of this Agreement, or any provision herein contained be rendered or
33 declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a
34 court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not
35 invalidate the remaining portions thereof; provided, however, upon such invalidation the parties
36 signatory hereto agree to immediately meet to negotiate such parts or provisions affected. The
37 remaining parts or provisions shall remain in full force and effect.

38
39 ~~---~~

40
41 ~~---~~

42
43 ~~---~~

44 ARTICLE 28

45
46 ENTIRE AGREEMENT

1
2 28.1 Entire Agreement: This Agreement constitutes the sole and entire existing
3 agreement between the parties hereto and supersedes all prior agreements, oral or written, between
4 the Company and the Union, and expresses all obligations of, and restrictions imposed on the
5 Company during its term.

6
7 28.2 Written Agreement: This Agreement can be altered or amended only by written
8 agreement between the parties hereto.

9
10
11 ARTICLE 29

12
13 TERM OF AGREEMENT

14
15 29.1 Effective Dates: This Agreement shall be in full force and effect from the date of
16 May 1, 20~~2017~~ through and including April 30, 202~~30~~, and shall continue from year to year
17 thereafter unless written notice of desire to change, modify, or terminate the Agreement is served by
18 either party upon the other at least sixty (60) days prior to the date of expiration, or any annual date
19 of expiration.

20
21 29.2 Effective Dates: Excluding Schedule A, Wages, and Article 22, Benefit Plans, new
22 language added to the parties' expired Collective Bargaining Agreement shall be effective the day
23 following ratification of this Agreement. Schedule A, Wages, and Article 22, Benefit Plans, shall
24 be effective as of the dates set forth in this Agreement, provided ratification is achieved on the first
25 vote on or before August 31, 2020.

26
27 29.3 Notice: In the event that a renewal agreement is not reached after the termination
28 date of this Agreement, either party may exercise its right to strike or lockout, provided the moving
29 party has served seventy-two (72) hours written notice upon the other of its intention to strike or
30 lockout at the expiration of such notice. Any notice to be given under this Article shall be given by
31 certified mail, return receipt requested. However, in the event of any work stoppage, the Union and
32 the Company agree that the employees shall remain at work during this seventy-two (72) hour
33 period to provide the Company with a safe and orderly plant and equipment shutdown.

34
35 **FOR THE COMPANY:**
36 **TREE TOP, INC.**

FOR THE UNION:
TEAMSTERS LOCAL UNION NO. 760

37
38
39 By: _____

By: _____

40
41 Title: _____

Title: _____

42
43 Date: _____

Date: _____

1 **SCHEDULE A**

2
3 **MINIMUM HOURLY RATES**

4
5 Notwithstanding any other provision in this Agreement, the Company reserves the right to designate
6 an employee as an Instructor or Working Leader and/or discontinue such designation. The exercise
7 of these rights shall not be subject to Article 25, Grievance Procedure and Arbitration.
8

9 Employees designated as Working Leaders shall receive fifty cents (\$.50) per hour more than their
10 designated position.
11

12 Employees who are temporarily assigned a specific function to instruct or educate other employees
13 in technical or specialized subjects, concepts, or principles extending beyond on-the-job training
14 shall receive Fifty Cents (\$.50) per hour more than their designated position while performing such
15 training or instruction.
16



Wenatchee Plant Schedule

	Wenatchee Plant Schedule																								
	Step 0-2000 Hours						Step 2000-3999 Hours						Step 4000-5999 Hours						Step 6000+ Hours						
	5/1/201	Adj.	Ajuste	5/1/202	5/1/202	5/1/202	5/1/201	Adj.	New Adjusted	5/1/202	5/1/202	5/1/202	5/1/201	Adj.	Adjuste	5/1/202	5/1/202	5/1/202	5/1/201	Adj.	Adjuste	5/1/202	5/1/202	5/1/202	
Bid Positions:																									
Process	\$ 15.0		\$ 15.0	\$ 15.4	\$ 15.7	\$ 16.1	\$ 15.3	-	\$ 15.3	\$ 15.7	\$ 16.1	\$ 16.5	\$ 16.5	-	\$ 16.5	\$ 16.9	\$ 17.3	\$ 17.7	\$ 20.7	-	\$ 20.7	\$ 21.3	\$ 21.8	\$ 22.3	
Dryer	\$ 15.0		\$ 15.0	\$ 15.4	\$ 15.7	\$ 16.1	\$ 15.3	-	\$ 15.3	\$ 15.7	\$ 16.1	\$ 16.5	\$ 16.5	-	\$ 16.5	\$ 16.9	\$ 17.3	\$ 17.7	\$ 20.7	-	\$ 20.7	\$ 21.3	\$ 21.8	\$ 22.3	
Tech	\$ 15.0		\$ 15.0	\$ 15.4	\$ 15.7	\$ 16.1	\$ 15.3	-	\$ 15.3	\$ 15.7	\$ 16.1	\$ 16.5	\$ 16.5	-	\$ 16.5	\$ 16.9	\$ 17.3	\$ 17.7	\$ 20.7	-	\$ 20.7	\$ 21.3	\$ 21.8	\$ 22.3	
Packaging	\$ 15.0		\$ 15.0	\$ 15.4	\$ 15.7	\$ 16.1	\$ 15.3	-	\$ 15.3	\$ 15.7	\$ 16.1	\$ 16.5	\$ 16.5	-	\$ 16.5	\$ 16.9	\$ 17.3	\$ 17.7	\$ 20.7	-	\$ 20.7	\$ 21.3	\$ 21.8	\$ 22.3	
Packaging Operator	\$ 14.4		\$ 14.4	\$ 14.8	\$ 15.2	\$ 15.6	\$ 14.8	-	\$ 14.8	\$ 15.2	\$ 15.5	\$ 15.9	\$ 15.9	-	\$ 15.9	\$ 16.3	\$ 16.7	\$ 17.1	\$ 20.2	-	\$ 20.2	\$ 20.7	\$ 21.2	\$ 21.7	
Auto	\$ 14.4		\$ 14.4	\$ 14.8	\$ 15.2	\$ 15.6	\$ 14.8	-	\$ 14.8	\$ 15.2	\$ 15.5	\$ 15.9	\$ 15.9	-	\$ 15.9	\$ 16.3	\$ 16.7	\$ 17.1	\$ 20.2	-	\$ 20.2	\$ 20.7	\$ 21.2	\$ 21.7	
Lift Truck	\$ 13.9	\$ 0.2	\$ 14.2	\$ 14.5	\$ 14.9	\$ 15.3	\$ 14.2	\$ 0.1	\$ 14.3	\$ 14.7	\$ 15.1	\$ 15.5	\$ 15.4	\$ 0.0	\$ 15.5	\$ 15.9	\$ 16.3	\$ 16.7	\$ 19.6	\$ 0.0	\$ 19.6	\$ 20.1	\$ 20.6	\$ 21.1	
Pre-	\$ 13.5	\$ 0.4	\$ 13.9	\$ 14.2	\$ 14.6	\$ 14.9	\$ 13.5	\$ 0.7	\$ 14.2	\$ 14.5	\$ 14.9	\$ 15.2	\$ 14.7	-	\$ 14.7	\$ 15.0	\$ 15.4	\$ 15.8	\$ 18.8	-	\$ 18.8	\$ 19.3	\$ 19.7	\$ 20.2	
Final	\$ 13.5	\$ 0.4	\$ 13.9	\$ 14.2	\$ 14.6	\$ 14.9	\$ 13.5	\$ 0.7	\$ 14.2	\$ 14.5	\$ 14.9	\$ 15.2	\$ 14.7	-	\$ 14.7	\$ 15.0	\$ 15.4	\$ 15.8	\$ 18.8	-	\$ 18.8	\$ 19.3	\$ 19.7	\$ 20.2	
Seale	\$ 13.5	\$ 0.4	\$ 13.9	\$ 14.2	\$ 14.6	\$ 14.9	\$ 13.5	\$ 0.7	\$ 14.2	\$ 14.5	\$ 14.9	\$ 15.2	\$ 14.7	-	\$ 14.7	\$ 15.0	\$ 15.4	\$ 15.8	\$ 18.8	-	\$ 18.8	\$ 19.3	\$ 19.7	\$ 20.2	
Bid Positions: All																									
Plant	\$ 15.0		\$ 15.0	\$ 15.4	\$ 15.7	\$ 16.1	\$ 15.3		\$ 15.3	\$ 15.7	\$ 16.1	\$ 16.5	\$ 16.5	-	\$ 16.5	\$ 16.9	\$ 17.3	\$ 17.7	\$ 20.7		\$ 20.7	\$ 21.3	\$ 21.8	\$ 22.3	
Process/Line Sanitation (include wording in final	\$ 13.5	\$ 0.4	\$ 13.9	\$ 14.2	\$ 14.6	\$ 14.9	\$ 13.5	\$ 0.7	\$ 14.2	\$ 14.5	\$ 14.9	\$ 15.2	\$ 14.7	-	\$ 14.7	\$ 15.0	\$ 15.4	\$ 15.8	\$ 18.8		\$ 18.8	\$ 19.3	\$ 19.7	\$ 20.2	
Custodia	\$ 13.5	\$ 0.1	\$ 13.6	\$ 13.9	\$ 14.3	\$ 14.7	\$ 13.5	\$ 0.3	\$ 13.8	\$ 14.1	\$ 14.5	\$ 14.8	\$ 14.4	-	\$ 14.4	\$ 14.8	\$ 15.1	\$ 15.5	\$ 18.3		\$ 18.3	\$ 18.7	\$ 19.2	\$ 19.7	
			\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -													
Palletizer* as of	\$ 13.5	\$ 0.2	\$ 13.7	\$ 14.0	\$ 14.3	\$ 14.7	\$ 13.5	\$ 0.3	\$ 13.8	\$ 14.1	\$ 14.5	\$ 14.8	\$ 13.7	\$ 0.5	\$ 14.2	\$ 14.6	\$ 14.9	\$ 15.3	\$ 17.6		\$ 17.6	\$ 18.0	\$ 18.5	\$ 18.9	
			\$ -																						

Bid Positions:																								
Inside Shipping Forklift Operator	\$ 15.0		\$ 15.0	\$ 15.4	\$ 15.7	\$ 16.1	\$ 15.3		\$ 15.3	\$ 15.7	\$ 16.1	\$ 16.5	\$ 16.5		\$ 16.5	\$ 16.9	\$ 17.3	\$ 17.7	\$ 20.7		\$ 20.7	\$ 21.3	\$ 21.8	\$ 22.3
Outside Shipping Forklift Operator	\$ 15.0		\$ 15.0	\$ 15.4	\$ 15.7	\$ 16.1	\$ 15.3		\$ 15.3	\$ 15.7	\$ 16.1	\$ 16.5	\$ 16.5		\$ 16.5	\$ 16.9	\$ 17.3	\$ 17.7	\$ 20.7		\$ 20.7	\$ 21.3	\$ 21.8	\$ 22.3
Receiving Forklift	\$ 13.9	\$ 0.2	\$ 14.2	\$ 14.5	\$ 14.9	\$ 15.3	\$ 14.2	\$ 0.1	\$ 14.3	\$ 14.7	\$ 15.1	\$ 15.5	\$ 15.4	\$ 0.0	\$ 15.5	\$ 15.9	\$ 16.3	\$ 16.7	\$ 19.6	\$ 0.0	\$ 19.6	\$ 20.1	\$ 20.6	\$ 21.1
Truck Driver (move to non-	\$ 17.8		\$ 17.8	\$ 18.2	\$ 18.7	\$ 19.2	\$ 18.3		\$ 18.3	\$ 18.7	\$ 19.2	\$ 19.7	\$ 19.5		\$ 19.5	\$ 20.0	\$ 20.5	\$ 21.0	\$ 24.7		\$ 24.7	\$ 25.3	\$ 26.0	\$ 26.6
Bid Positions: Cashmere (REMOVE due to decommission of)																								
Blender	\$ 15.0		\$ 15.0				\$ 15.3						\$ 16.5						\$ 20.7					
Specialty Bids:																								
Rescreen	\$ 14.4		\$ 14.4	\$ 14.8	\$ 15.2	\$ 15.6	\$ 14.8		\$ 14.8	\$ 15.2	\$ 15.5	\$ 15.9	\$ 15.9		\$ 15.9	\$ 16.3	\$ 16.7	\$ 17.1	\$ 20.2		\$ 20.2	\$ 20.7	\$ 21.2	\$ 21.7
Rescreen	\$ 13.5	\$ 0.3	\$ 13.8	\$ 14.1	\$ 14.5	\$ 14.8	\$ 13.5	\$ 0.3	\$ 13.8	\$ 14.1	\$ 14.5	\$ 14.8	\$ 14.7		\$ 14.7	\$ 15.0	\$ 15.4	\$ 15.8	\$ 18.8		\$ 18.8	\$ 19.3	\$ 19.7	\$ 20.2
			\$ -																					
Non-Bid Positions: General Labor																								
Includes: Trimmer, Box	\$ 13.5	\$ 0.3	\$ 13.8	\$ 14.1	\$ 14.5	\$ 14.8	\$ 13.5	\$ 0.3	\$ 13.8	\$ 14.1	\$ 14.5	\$ 14.8	\$ 13.5	\$ 0.3	\$ 13.8	\$ 14.1	\$ 14.5	\$ 14.8	\$ 16.9		\$ 16.0	\$ 16.4	\$ 16.9	\$ 17.3
Cleanup Sanitation	\$ 13.5	\$ 0.3	\$ 13.8	\$ 14.1	\$ 14.5	\$ 14.8	\$ 13.5	\$ 0.5	\$ 14.0	\$ 14.3	\$ 14.7	\$ 15.0	\$ 14.4		\$ 14.4	\$ 14.8	\$ 15.1	\$ 15.5	\$ 18.3		\$ 18.3	\$ 18.7	\$ 19.2	\$ 19.7
Non-Bid Positions:																								
Microbiologis	\$ 15.6		\$ 15.6	\$ 16.0	\$ 16.4	\$ 16.8	\$ 16.0		\$ 16.0	\$ 16.4	\$ 16.8	\$ 17.2	\$ 17.2		\$ 17.2	\$ 17.6	\$ 18.0	\$ 18.5	\$ 21.8		\$ 21.8	\$ 22.3	\$ 22.9	\$ 23.5
QA Tech 1	\$ 15.0		\$ 15.0	\$ 15.4	\$ 15.7	\$ 16.1	\$ 15.3		\$ 15.3	\$ 15.7	\$ 16.1	\$ 16.5	\$ 16.5		\$ 16.5	\$ 16.9	\$ 17.3	\$ 17.7	\$ 20.7		\$ 20.7	\$ 21.3	\$ 21.8	\$ 22.3
QA Tech 2	\$ 14.1		\$ 14.1	\$ 14.4	\$ 14.8	\$ 15.2	\$ 14.4		\$ 14.4	\$ 14.7	\$ 15.1	\$ 15.5	\$ 15.5		\$ 15.5	\$ 15.9	\$ 16.3	\$ 16.7	\$ 19.6		\$ 19.6	\$ 20.1	\$ 20.6	\$ 21.1
Non-Bid Positions:																								
Master Craftsman																			\$ 28.0	\$ 1.5	\$ 29.5	\$ 30.2	\$ 31.0	\$ 31.8
Craftsma																			\$ 26.1	\$ 0.7	\$ 26.9	\$ 27.6	\$ 28.2	\$ 29.0
Mecahnic A																			\$ 24.7	\$ 0.5	\$ 25.2	\$ 25.9	\$ 26.5	\$ 27.2
Entry-Level																			\$ 22.0	\$ 0.2	\$ 22.3	\$ 22.8	\$ 23.4	\$ 24.0
Lubricator																			\$ 20.2		\$ 20.2	\$ 20.7	\$ 21.2	\$ 21.7
Maintenance	\$ 14.3		\$ 14.3	\$ 14.6	\$ 15.0	\$ 15.4	\$ 14.6		\$ 14.6	\$ 15.0	\$ 15.4	\$ 15.8	\$ 15.6		\$ 15.6	\$ 16.0	\$ 16.4	\$ 16.8	\$ 19.5		\$ 19.5	\$ 20.0	\$ 20.5	\$ 21.0
Non-Bid																								
Waste Water Plant																			\$ 28.0	\$ 1.5	\$ 29.5	\$ 30.2	\$ 31.0	\$ 31.8
Belt Press	\$ 15.0		\$ 15.0	\$ 15.4	\$ 15.7	\$ 16.1	\$ 15.3		\$ 15.3	\$ 15.7	\$ 16.1	\$ 16.5	\$ 16.4		\$ 16.4	\$ 16.8	\$ 17.2	\$ 17.6	\$ 20.7		\$ 20.7	\$ 21.3	\$ 21.8	\$ 22.3
Raw Fruit	\$ 14.4		\$ 14.4	\$ 14.8	\$ 15.2	\$ 15.6	\$ 14.8		\$ 14.8	\$ 15.2	\$ 15.5	\$ 15.9	\$ 15.9		\$ 15.9	\$ 16.3	\$ 16.7	\$ 17.1	\$ 20.2	\$ 0.8	\$ 21.0	\$ 21.5	\$ 22.0	\$ 22.6
* Grandfather current employees until																								
	Upgrade			Downgrade			Change to non-bid																	
	Remove due to decommission of																							
	Consolidat																							

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SCHEDULE B

TREE TOP, INC. INCENTIVE PERFORMANCE PLAN

1. Purpose and Intent:

A. This Tree Top Incentive Performance Plan is designed to pay employees additional compensation beyond the wage schedules set forth in the Labor Agreement when the employee work performance meets or exceeds established Company thresholds.

B. It is anticipated that this Incentive Performance Plan will enhance employee performance, reduce employee turnover, and improve safety. A successful plan will enable Tree Top to become more efficient, lower its labor costs associated with safety, and help meet growing competitive pressures in the marketplace. This Incentive Performance Plan will enable Tree Top to measure its cost savings and share such savings with its employees through a "Pay for Performance" plan.

C. It is recognized and agreed that the Incentive Performance Plan provides a significant amount of potential compensation to enhance employee performance. The Company agrees to explain the Incentive Performance Plan to employees and to assist them to better understand its measurable work performance features. Moreover, the parties agree that for this Plan to be most effective, a strong relationship, built on mutual trust and respect, must exist between Tree Top and its employees.

D. The Incentive Performance Plan compensates employees for their performance in the following area:

1) Annual Individual Safety Incentive

E. Upon meeting or exceeding established Company thresholds in this area, employees will receive additional compensation in addition to their hourly wage rate as set forth in the Labor Agreement. In other words, each employee must perform to the thresholds of the Plan in order to increase their individual earnings. This allows each employee to control his own economic environment.

2. Definitions:

A. Hours Worked: PTO, holiday, jury pay, and bereavement pay hours shall be considered as hours worked under this Schedule.

3. Eligibility for the Incentive Performance Plan:

A. To be eligible for the Incentive Performance Plan, an employee must be a regular employee on the last day of the incentive period as outlined below.

1 4. The Incentive Period and Payment Date:
2

3 A. Safety Incentive: The incentive period for safety shall be based on twelve
4 (12) accounting months and shall be paid annually as follows:
5

6 FIRST INCENTIVE YEAR (~~2017-2018~~2020-2021) Payment date no later than
7 August 1 through July 31 the fourth pay period after
8 the accounting year end
9

10 SECOND INCENTIVE YEAR (~~2018-2019~~2021-2022) Payment date no later
11 than August 1 through July 31 the fourth pay period after
12 the accounting year end
13

14 THIRD INCENTIVE YEAR (~~2019-2020~~2022-2023) Payment date no later than
15 August 1 through July 31 the fourth pay period after
16 the accounting year end
17

18 5. Safety Incentive:
19

20
21 For each eligible employee, the safety incentive shall be based on the individual
22 safety performance. To qualify, an employee must not have sustained an on-the-job recordable
23 injury under the Washington Industrial Safety & Health Act (WISHA) regulations during the year.
24 For each eligible employee, the maximum individual safety incentive shall be two percent (2%)
25 times the annual wages per annual incentive period.
26

27 Example: Employee earns wages of twenty-four thousand dollars (\$24,000.00) for the year and has
28 no WISHA recordable accidents.
29

30 **Safety Incentive: \$24,000 (annual wages) x 2.00% = \$480.00 annual incentive payout**
31

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
6 workplace for its employees and to establish programs promoting high standards of
7 employee health, productivity and reliability. Consistent with that commitment, the
8 Company and Union have agreed to this Drug and Alcohol Policy to establish and maintain
9 a safe and productive work 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
21 Schedule regardless of whether or not the marijuana was distributed or consumed
22 for medical 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
25 authorized by this Agreement or the Department of Transportation (DOT) as well as
26 any revisions adopted by the DOT. The Company may test for any or all drugs
27 and/or alcohol, as included here: Optiates, Methemphetamines, Amphetamines,
28 Cocaine, Marijuana, Hydro/Oxy, Benzodiazepines, Barbituates, 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
34 Department of Transportation Regulations but prohibited herein, an employee will
35 be considered "under the influence" if the prohibited substance is present in the
36 body.

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

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

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

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

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

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

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

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

40
41 5. Random Testing: The Company reserves the right to conduct random drug and
42 alcohol testing. The Company agrees to use a random selection process, so that all
43 such employees of the Company, both salary and hourly employees at its facilities
44 in Washington will have an equal chance to be selected for testing. In any one
45 contract year, the Company agrees it shall not randomly drug test more than fifty

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. Exception: An early release, as offered and approved by	½ occurrence

	a supervisor with an employee's agreement prior to the 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 workday 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	

1
2 **NOTE:** To avoid any occurrences during a week the employee must notify the office no later than
3 5:00 P.M. on the prior Wednesday that the Company posts the weekly employee schedule and
4 prearranges their tardy or absence with their supervisor. However, at the sole discretion of the
5 Company, an employee may be granted a PTO day without receiving an occurrence if it is
6 determined by the Company that the employee would not be needed for the day requested. The
7 application of the prior sentence shall not be subject to the grievance procedure.
8

9 **4. COUNTING CONSECUTIVE WORKDAYS MISSED**

- 10
11 A. For employees who are absent with proper notification for two (2) or more
12 consecutive scheduled workdays, each scheduled workday shall count as an
13 attendance occurrence up to a maximum of two (2) attendance occurrences
14 regardless of a doctor's excuse. This limitation shall only apply, provided the
15 employee has given proper notification for each scheduled workday missed.
16
17 B. For extended absences of more than three (3) days due to the employee's own illness
18 or injury, a release from the employee's healthcare provider is generally also

1 ~~required to ensure the employee can safely return to work. An~~^[DS1] ~~employee who is~~
2 ~~absent for three (3) consecutive workdays or more due to an illness must provide a~~
3 ~~doctor's return to work medical questionnaire.~~ This ~~questionnaire release~~ must
4 indicate that the employee was unable to work the scheduled workday(s) because of
5 a medical condition.
6

7 5. EXCEPTIONS TO THE ATTENDANCE OCCURRENCES

- 8
- 9 A. The following shall not constitute an attendance occurrence if proper notification is
10 given:
11
- 12 1. Regularly scheduled PTO;
 - 13
 - 14 2. Bereavement leave as set forth in Article 11. In addition, an absence for
15 attendance up to a maximum of three (3) workdays to attend the funeral of
16 the employee's present aunt and uncle shall not be counted as an occurrence;
17
 - 18 3. Approved leave of absence; **(NOTE: Even though an employee is granted**
19 **an approved leave of absence or personal leave as set forth in 17.1, his**
20 **absences shall be counted as occurrences in accordance with Section 3B**
21 **above, unless the employee notifies the office no later than 5:00 P.M. on**
22 **the prior Wednesday that the Company posts the weekly employee**
23 **schedule, and prearrange their tardy or absence with their supervisor.)**
24
 - 25 4. Jury duty;
 - 26
 - 27 5. Military leave;
 - 28
 - 29 6. Family Medical Leave or leave under the Washington ~~or Oregon~~ Family
30 Leave Act, ~~or Washington Paid Family & Medical Leave Act or the~~
31 ~~California Family Rights Act as set forth in applicable law;~~
32
 - 33 7. An employee missing work due to a compensable injury under the worker's
34 compensation laws while working for the Company;
35
 - 36 8. ~~Absences covered by Washington Paid Sick Leave Beginning August 1,~~
37 ~~2017 any absence (as set forth in 3.B above) for which the employee~~
38 ~~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,
44 auto accident, or other similar situations.)
45

1 **SCHEDULE F**

2
3 **COMPANY STANDARDS**

4
5 PREAMBLE

6
7 Tree Top, Inc., its employees covered by this Collective Bargaining Agreement, and the Union
8 recognize that for the Company to build employee commitment, self-discipline and individual
9 responsibility among employees, it must adopt and enforce the following Company Standards or
10 Safety Rules. These Standards supersede all prior standards and work rules. The Union and the
11 Company have discussed these Standards and are in agreement with their adoption. The Union and
12 the employees agree that they will cooperate with the Company in its efforts to increase employee
13 productivity, commitment and morale through the Company's revised approach to discipline,
14 including the adoption and enforcement of these Standards.
15

16 These Standards have been adopted to protect the health and safety of all employees covered by this
17 Collective Bargaining Agreement to maintain uninterrupted production, ensure quality of
18 workmanship, and protect Tree Top's goodwill and property. Your commitment to these Standards
19 is a job requirement which will help ensure Tree Top's strength in our industry and a more secure
20 future for you and your fellow employees. Ignorance of these Standards is not an excuse. If you do
21 not understand a Standard, immediately talk to your supervisor to obtain clarification and an
22 explanation.
23

24 Standards have been divided into two (2) groups, as follows:
25

26 GROUP I STANDARDS

27 A violation of a Group I Standard shall result in disciplinary action up to or including discharge.
28

29 I. A. GENERAL CONDUCT: Failure to:
30

31 1. Physical Condition:

32 Be physically and mentally able to perform the work required of you at all times.
33
34

35 2. Safety:

36 All employees are strictly required to follow all Company safety rules and practices
37 as well as governmental safety laws or regulations and to refrain from engaging in
38 any conduct which tends to create a safety hazard to yourself or others. For the
39 safety committee meeting held outside of the employee's normal straight-time
40 workday, the Company shall post the date and time for this meeting at least forty-
41 eight (48) hours in advance of the meeting.
42
43

44 3. Housekeeping:
45

1 Keep your work station clean, orderly, and hazard-free throughout your shift.
2 4. Operating Vehicles & Equipment:

3
4 Observe traffic regulations on Company property and while operating Company
5 vehicles. Follow all operating procedures and requirements for assigned equipment.
6 Report all unusual or mechanical conditions to your supervisor.
7

8 5. Conduct:
9
10 Conduct yourself in an orderly and courteous manner at all times on Company or
11 customer premises and/or while operating or in possession of a Company vehicle
12 and equipment.
13

14 6. Abusive Language and Behavior:
15
16 Engaging in abusive language or behavior towards another individual which could
17 be considered by a reasonable person to be outside the normal realm of shop talk.
18

19 7. Personnel Records:
20
21 Immediately notify the Plant Human Resource Department in writing of any change
22 in your personnel data (i.e., change of phone number, address, dependents).
23

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

31 8. Personal Business During Working Hours
32
33 Do not use Company telephones, E-mail, cell phones, or computers for personal
34 business. Do not conduct personal business during working hours, excluding rest
35 periods. Do not conduct business for personal gain on Company premises without a
36 supervisor's approval. All personal phone calls, except emergency (compelling)
37 ones, are to be made on your meal and rest periods and pay phones provided may be
38 used for such calls. Telephone calls for employees will not be received except in
39 cases of emergency.
40

41 9. Bulletin Boards:
42
43 You may not post, alter, or remove any notices, signs or material on bulletin boards
44 or other Company property without proper prior authorization.
45

RECEIPT OF COMPANY STANDARDS

This is to acknowledge that I received a copy of Tree Top's Collective Bargaining Agreement and revised Standards dated May 1, 20~~2017~~. I understand that as a condition of my continued employment I will immediately read and comply with these Standards. I understand that it is also my responsibility to review all areas that are not clear to me with my supervisor, the Plant Human Resource Representative or a union representative. I further understand that any violation of these Standards shall subject me to disciplinary action and/or termination.

Employee's Printed Name & Signature

Date

Received by:

Date

RECEIPT OF COMPANY STANDARDS

This is to acknowledge that I received a copy of Tree Top's Collective Bargaining Agreement and revised Standards dated May 1, 20~~2017~~. I understand that as a condition of my continued employment I will immediately read and comply with these Standards. I understand that it is also my responsibility to review all areas that are not clear to me with my supervisor, the Plant Human Resource Representative or a union representative. I further understand that any violation of these Standards shall subject me to disciplinary action and/or termination.

Employee's Printed Name & Signature

Date

Received by:

Date

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~~FOR THE COMPANY: TREE TOP, INC. FOR THE UNION: TEAMSTERS LOCAL UNION NO. 760~~

~~By: _____ By: _____~~

~~Title: _____ Title: _____~~

~~Date: _____ Date: _____~~