

Collective Bargaining Agreement

Between

Americold Logistics
Fort Worth Meacham and Railhead Warehouses
And
International Brotherhood of Teamsters Local Union 767

Effective: February 18, 2019

Expires: February 20, 2023

This is a draft copy and not to be considered the final approved version of the agreement. There are 37 pages including this cover page.

ARTICLE 1

UNION RECOGNITION

(no changes from previous agreement)

Section 1. The Employer recognizes the Union as the exclusive collective bargaining representative for all full-time warehouse associates employed by the Employer, located at the Railhead and Meacham facilities located in Fort Worth, Texas, including forklift operators, checkers, janitors, warehouse laborers, inventory, and maintenance associates, excluding all office clerical associates, confidential associates, and guards and supervisors as defined in the Act and the same unit certified by the National Labor Relations Board on October 10, 2008, in case no. 16-RC-10859 with modifications agreed to by the parties.

ARTICLE 2 NO DISCRIMINATION

Section 1. The Employer and the Union agree that neither will discriminate against any associate in any term or condition of employment because of an associate's race, religion, sex, **pregnancy, sexual orientation, gender identity**, disability, age, color, national origin, ancestry, marital status, military status, and any other legally protected class or group. **Additionally, the Employer and the Union will treat all Associates with dignity and respect without regard to their union activity or non-activity.** The parties also agree they will fully comply with all applicable state, federal and local laws addressing the issue of discrimination in the work place.

Section 2. When the masculine gender is used in this agreement, it shall be considered to apply to the feminine gender as well.

ARTICLE 3 NOTIFICATION

Section 1. Associates must furnish the Employer with their address and telephone number immediately upon employment. Thereafter, the associate shall enter any change in their address or telephone number into the Kiosk or via PeopleSoft - Self Service. A failure to furnish such change shall relieve the Employer of any obligation to provide notice to the associate under any recall or other provisions of this Agreement.

Section 2. If the Employer is required to give notice to associates under any provisions of this Agreement, the notice will be given by any verifiable means including, but not limited to, certified, return receipt required mail to the associate's last known address, verified telephone call to the associate at their last known telephone number, or e-mail transmission with return receipt acknowledgement. If the associate fails to respond to the notice or message relayed by the Employer within three (3) **calendar** days **after return receipt acknowledgement or verifiable phone call/text message**, the Employer's obligation to the employment under this Agreement ceases.

Section 3. Where days are referenced throughout this agreement, **they shall** be considered calendar days.

ARTICLE 4
MANAGEMENT RIGHTS
(no changes from previous agreement)

Section 1. The Employer retains all rights and functions, except as provided in this Agreement, which it has by law.

**ARTICLE 5
CHECKOFF**

Section 1. The Employer agrees to deduct from the pay of all associates covered by this Agreement once each month the initiation fees, dues, and/or assessments of the

Local Union, for each associate who individually and voluntarily authorizes the Employer in writing to make such deductions. The Union shall certify to the Employer, in writing each month, a list of its members working for the Employer who have voluntarily signed the wage assignment and authorization, together with an itemized statement of initiation fees, dues and/or assessments to be deducted each month from the pay of such members. For initiation fees and assessments, the Local Union will notify the Employer the number of weeks these deductions are to be taken from the associate. Notification of deductions to be made by the Employer, for the benefit of the Local Union, must be received the first of the month the Employer takes such deductions from the associate's pay. The Employer will provide a remittance to the Local Union by the fifteenth (15th) of the month in which such deductions have been made. With each remittance, the Employer shall submit a report, listing all associates alphabetically with their social security number, **or personal identifier should the Union be able to accept this**, job classification, pay rate and the amount deducted for each associate. For those associates who had no deductions, the Employer will provide a reason why no deduction was made. The Employer agrees members' dues will be deducted from the associates pay on a monthly basis.

The Employer agrees to deduct from the paycheck of all associates covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amount designated by each contributing associate that is to be deducted from his paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the associate earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each associate on whose behalf a deduction is made, the associate's Social Security number **or personal identifier should the union be able to accept this**, and the amount deducted from that associate's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the weekly payroll deduction plan. If a dispute arises in connection with the application of this Section, and a settlement is not reached between the Human Resources Director of the Employer and the Union, such dispute shall be referred to the grievance procedure.

The Union shall indemnify the Employer and hold it harmless against any and all suits, claims, demands, and liabilities which arise out of or by reason of any action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Section.

Section 2. Upon the hiring of any new associate(s), the Employer shall notify the said associate(s) of, **and make available**, ~~the existence of this Agreement.~~ **The Employer**

shall provide the name, address, and telephone number provided by every new hire to the Union within thirty (30) calendar days of hiring.

ARTICLE 6 "A"
GRIEVANCE PROCEDURE

Section 1. Any complaint, disagreement raised by the Union, associate(s) or the Employer covered by this Contract, which concerns the interpretation or application of the terms and provisions of this Agreement, shall be considered a grievance. Any associate of the Union may present a grievance; any grievance which is not presented

within ~~five (5) working~~ **ten (10) calendar** days from the event giving rise to such grievance shall be forfeited and waived by the aggrieved party.

Should a grievance arise, as defined herein, it shall be handled as follows:

Step 1. The associate or Job Steward shall present ~~the a brief written description~~ of grievance to the General Manager (or designee) within ~~seven (7) working~~ **ten (10) calendar** days of ~~the~~ aggrieved action. The **grievance shall include a** written description ~~must contain a description~~ of the conduct complained of, the section of the contract allegedly violated and the relief requested. The grievance is then discussed between parties and a written management decision will be made within ~~seven (7) working~~ **ten (10) calendar** days from the time the grievance was presented.

Termination will bypass Step 1 of the procedure.

Step 2. If the decision of the General Manager (or designee) does not settle the grievance to the satisfaction of the associate, or if the General Manager (or designee) does not act within the time specified in Step 1, **the grievance may be advanced to Step 2. The Union and the Company shall jointly schedule at least one (1) monthly meeting for the purpose of discussing open grievances. Meetings shall take place no more than 45 calendar days from the previous month's meeting unless mutually agreed to by the Union and the Company, not to exceed one (1) extension. The Union shall provide the company with a list of all grievances at least (2) working days prior to the grievance monthly meeting. Meetings regarding terminations shall be heard within ten (10) calendar days of the grievance being presented in Section 1 unless mutual agreement to extend.** ~~the associate or union steward may request the Union representative to meet with the Manager of the Employer or his designated representative within ten (10) working days after the Manager's decision, or after the time has elapsed for him to act, and provided further that the grievance is presented in writing and set forth a clear and complete statement in the matter. The Manager of the Employer, or his designated representative, shall have a period of five (5) working days to render a written decision in the matter, which shall be final and binding unless the union within ten (10) working days after the receipt of the Employer's decision presents to the Employer a written request the Unions desire to proceed to Step 3.~~

Step 3. Any grievance that has been properly carried through the steps of the Grievance Procedure and has not been settled within ten (10) **calendar** working days after the Step 2 answer **meeting**, may be appealed in writing to the Texas Cartage Grievance Board or directly to arbitration within an additional ten (10) **calendar** working

day period, in accordance with the provision of this step. Either the Union or the Company reserves the right to proceed directly to arbitration. When the Company or Union chooses to forego the TCGB and proceed directly to arbitration, they will advise the other party in the Step 3 answer that they are exercising their right to have the grievance heard by an FMCS Arbitrator.

Section 2. Should a grievance not be processed within the time limits provided for in this Article, such grievance shall be treated as waived and abandoned. The parties may mutually agree to extend the time limit provided in Step 2 of the grievance procedure and any such request will not be unreasonably denied.

Section 3. It is the intent of the parties that most complaints or differences should be resolved in Step 1 of the grievance procedure. Accordingly, grievances that are satisfactorily resolved in Step 1 shall not establish a precedent for future grievances of the same nature.

ARTICLE 6 “B” ARBITRATION

Section 1. It is understood and agreed that a request for arbitration in order to be valid under this Agreement must allege a violation of this Agreement.

Section 2. If within ten (10) **calendar** ~~working~~ days, the parties are unable to agree on an arbitrator to hear the matter of arbitration, **the moving party shall** ~~they shall jointly~~ request from the Federal Mediation and Conciliation Service a list of seven (7) neutral

arbitrators. The arbitrator will be selected in the following manner, by the alternate striking of names; the person's name that remains is to be the arbitrator.

Section 3. For any grievance which proceeds beyond Step 2 of this Article, the grieving party, the Union and the Employer must submit in writing all known evidence during the grievance procedure and their list of witnesses who will testify at the Arbitration. This includes, but is not limited to, a description of the subject matter giving rise to the grievance, relevant dates and all witnesses, along with the specific contract clause that has allegedly been violated. Failure to comply with this Section will serve as a bar to the introduction of the evidence by the grieving party or the Union at arbitration. Evidence that is disclosed at a later date may be introduced at hearing only if the party discovering the evidence provides the other party written notice of its existence at least ten (10) calendar ~~working~~ days prior to the arbitration.

Section 4. In rendering a decision, the arbitrator shall be governed and limited by the specific provisions of this Agreement. He shall have no power to add to, subtract from, or modify any of the terms and provisions of this Agreement, and he shall consider and render a decision concerning only such issues as are directly raised by the written grievance. The decision of the arbitrator shall be final and binding upon the parties hereto and upon the Employer or associates concerned; provided, however, that the arbitrator shall make no award outside the scope of his authority outlined herein, or effecting a change, modification, or addition to this Agreement and shall confine himself strictly to the facts submitted in the hearing, the evidence before him, and the express terms and provisions of this Agreement.

Section 5. The losing party will pay the expenses of the arbitrator. Both parties shall bear its own cost of preparing and presenting their case.

ARTICLE 7
PROBATIONARY PERIOD
(no changes from previous agreement)

Section 1. Each applicant hired as an associate shall serve a probationary period, which shall consist of ninety (90) calendar days. Any days or partial days of absence shall not be counted towards the required ninety (90) calendar days. With the agreement of the parties, the probationary period may be extended for up to an additional thirty (30) calendar days. If an associate is sent home by management, that day will be counted as a day worked in the calculation of the probationary period.

Section 2. During the probationary period, the Employer shall have the right to discharge or discipline an associate without assigning cause. This action shall not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 8
ASSOCIATE CLASSIFICATIONS
(no changes from previous agreement)

Section 1. Associates, when hired, will be assigned to one of three classifications: regular full-time or regular part-time or temporary.

Section 2. Regular full-time associates are those associates who could be regularly scheduled to work at least forty (40) straight time hours per week.

Section 3. Regular part-time associates are those associates who are not regularly scheduled to work forty (40) straight-time hours per week. Regular part-time associates scheduled for less than thirty (30) hours per week will not be eligible for any fringe benefits unless mandated by law, or unless otherwise provided by the specific terms of this Agreement.

Section 4. Temporary associates are those associates hired on a short-term, seasonal or for customer mandated special projects. The Employer has the right to hire temporary/contract associates as it deems necessary.

Section 5. Regular part-time and then temporary associates will be given first consideration for regular full-time employment vacancies.

Section 6. Job Classifications shall include but be limited to:

1. Janitor
2. Maintenance Level 1-5
3. Inventory
4. Lift Truck Operator (LTO)

This includes the right to mandatory overtime as needed throughout the facility from one job classification to another, so long as the employee has been trained in that job classification.

ARTICLE 9 SENIORITY

Section1. The Employer recognizes the principal of ~~departmental~~ **location** seniority. Each regular full-time associate will be permanently assigned to one (1) of two (2) locations: Meacham or Railhead. Associates may only accrue seniority in the location they are permanently assigned to. If an associate permanently hires into another location, the associate's seniority, for fringe benefit purposes only, will be retained. For all other purposes, the associate's seniority will begin on the date the associate permanently transfers into the new location. Associates are restricted to assignments within their location and may not move between locations.

The Employer recognizes the principle of seniority which shall prevail unless otherwise outlined in this Agreement. Seniority is defined as an associate's most recent period of continuous employment with the Employer in the bargaining unit.

Section 2. An associate's seniority shall be lost in the following instances:

- (a) Discharge for just cause;
- (b) Voluntary quit;
- (c) Failure to return to work on the specified date following layoff; or being laid off for a period that is the lesser of twelve (12) months or the length of the associate's seniority with the Employer;
- (d) Failure to perform any work for the Employer, other than a layoff, for a period **that is the lesser of six (6) months or the length of the associate's seniority** of six (6) months for non-work-related illness or injury or for twelve (12) months for a work-related illness or injury, unless an extension is required by applicable law;
- (e) Failure to return to work on the specified date after a leave of absence or vacation;
- (f) An unexcused absence of three (3) consecutive working days without notifying the Employer;
- (g) Acceptance of a non-bargaining union position for more than ninety (90) days;
- (h) Retirement.

Section 3. Associates hired on the same day will have their seniority order determined by last four (4) digits of their social security number, lowest being the most senior.

Section 4. Each October the Employer will mail the Union an updated Seniority List and post it at the facility. The Union shall have thirty (30) days to review and challenge the list. Part time associates shall not supersede full time associates in seniority.

ARTICLE 10 JOB POSTING

Section 1. When a permanent vacancy exists in a location, in any biddable job classification, or a new job becomes available, the Employer will post the job for ~~five (5)~~

seven (7) calendar days. Associates from within that department desiring to bid on the vacancy must sign the posting within the allotted ~~five (5)~~ **seven (7) calendar** days. **If a position requires Associates to meet certain qualifications, those qualifications must be listed on the bid sheet at the time the bid is posted.**

Section 2. When bidding to a different job classification, the Employer will select the successful candidate based on **seniority**, skill, ability, qualifications and performance. When, in the Employer's judgement, there are two (2) or more associates of relatively equal skill, ability, **qualifications** and performance (~~which includes and associate's attendance, safety and disciplinary record over the previous twelve (12) months~~), the principle of seniority will govern. If no qualified candidate applies or no bid is received, the job may be filled by the Employer from any other source. The Employer retains the right to determine the qualifications necessary to perform any particular job or the right to hire non-associate applicants if, in the Employer's sole judgement, qualified associates do not sign the job posting.

Section 3. In the event that the successful bidder, from a different job classification, proves unsatisfactory during their trial period, not to exceed thirty (30) **calendar** days, the associate will be returned to their previous job and shift. The employer will fill the position from the next qualified bidder from the original job posting. If there are no qualified bidders, the job may be filled by the Employer from any other source.

Section 4. An associate **who bids and is awarded a new job classification** must remain in a **the** new job classification for a period of six (6) months before bidding on another job posting in a different job classification.

Section 5. Annually the Employer will allow associates to bid their shift preference. Shift bids and vacations will be posted during the last week of October and first week of November, and awarded as soon as possible thereafter, but not later than the second week of January. Shift bids will be awarded by seniority. Associates not bidding will be assigned the remaining vacancies.

Section 6. Temporary/contract vacancies will be filled at the Employer's discretion without the need to post the job.

ARTICLE 11 LAYOFF AND RECALL

Section 1. In the event of a reduction in the workforce, the least senior associate shall be displaced by location, by job classification, by shift. Displaced associates will first fill vacant jobs within their ~~department~~ **location** and job classification. If no vacancy exists, associates may bump within their location to a job classification they previously held or to an equal or lesser paying job classification, provided they possess the necessary job qualifications and skills to perform the job.

Associates laid off from their ~~department~~ **location** may apply for consideration to a different location where a vacancy exists, ~~on a first come first serve basis~~. From among those applying to a different location the Employer will select the successful candidate based on **seniority**, skill, ability, **qualifications** and performance. When, in the Employer's judgment, there are two (2) or more associates of relatively equal skill,

ability and performance (which includes an associate's attendance, safety and disciplinary record over the previous twelve (12) months), the principle of seniority will govern. An associate who is selected will be permanently assigned to the new location **and have their seniority dovetail into the new location for all bidding and fringe benefits**. ~~the associate's seniority will be retained for fringe benefit purposes only.~~

Section 2. The Employer has the right to lay off as many associates as they deem necessary for business reasons. In case of layoffs, the associate with the least seniority shall be laid off first, providing remaining associates have the ability to do the available work. The Employer shall give **not less than** seventy-two (72) hours notice to each associate and the Union before laying off.

Temporary, probationary, and then part time associates will be laid off prior to regular associates on the seniority list, unless such associate(s) possess special skills that are deemed necessary and are not possessed by regular associates.

Section 3. In the event of a restoration of the workforce, associates will be recalled to their ~~department~~ **location** in the reverse order in which they were laid off from their location provided they possess the necessary skill and ability to perform the work.

Section 4. Associates have ~~five (5)~~ **seven (7) calendar** days to return to work after being recalled by any verified means outlined in Article 3, Section 2. Associates refusing recall or failing to return on the designated date will be considered as having voluntarily resigned their employment.

Section 5. The Employer may offer voluntary time off (VTO) as needed up to thirty (30) days. VTO will be offered by seniority, by location, by job classification, by shift. Associates accepting VTO will not be compensated for the hours lost. Retained associates must be qualified to perform the remaining work. Associates will be returned in order of seniority to the vacant position. During VTO, to ensure benefit continuation, associates are required to pay their benefit contributions. Should a VTO extension beyond (30) days be necessary, the Employer will notify the Union, ~~and associates currently on VTO will have right of first refusal. If additional VTO volunteers are then required they will be selected by seniority.~~ **and offer to the most senior associate by location, by job classification, by shift.** If enough volunteers are not secured, the least senior in classification on the shift will be required to accept.

ARTICLE 12
HOURS OF WORK

(no changes from previous agreement)

Section 1. The workweek, for payroll purposes, will consist of seven (7) consecutive days beginning on Monday at 12:01 a.m. and ending one hundred sixty-eight (168) hours later. The workday for payroll purposes is defined as a period of twenty-four (24) hours commencing with the beginning of each associate's shift.

Section 2. Payday-Timecards: Payday is every other Friday. Associates are responsible for punching the timecard properly and recording the time spent performing the various jobs in the warehouse. If the associate neglects to punch in or out, the associate may be subject to discipline. All associates will punch both in and out regardless of what shift they are on or in which department they work.

Section 3. Nothing contained in the Agreement will be construed as a guarantee of any hours of work in a workweek, day, or year.

Section 4. Associates will be provided a thirty (30) minute paid meal break and no breaks. An additional ten (10) minute break will be granted to associates scheduled to work an additional two (2) hours or more of overtime.

Section 5. Four 10-Hour Day Schedule. Associates assigned to work four (4), ten (10) hour days will receive the following adjustments in contract conditions:

(a) So that associates maintain comparable benefits, holidays will be paid in ten (10) hour increments if the associate would have otherwise worked and eight (8) hour increments if the paid time off falls on a day the associate was not scheduled to work. The Company will have the discretion of implementing either of the following break schedules: (A) associates will be provided with a fifteen (15) minute rest break each half of their scheduled shift and a thirty (30) minute unpaid meal break or (B) associates will be provided with a forty-five (45) minute paid meal period approximately halfway through the shift. An additional ten (10) minute break will be granted to associates scheduled to work an additional two (2) hours or more of overtime. Other benefits such as sick leave, vacation time, jury duty, and funeral leave are hours based.

(b) When the Employer implements a four (4), ten (10) hour day schedule for some positions, such positions will be subject to the bidding procedures of the Agreement. The positions will be assigned to qualified associates based on the inverse order of seniority if there are insufficient qualified volunteers.

Section 6. Where production requirements allow, the normal work schedule for all associates shall include at least two (2) consecutive days off each workweek. There shall be no "split shifts". This means that each associate shall work the hours of their shift continuously except for mealtime.

ARTICLE 13 OVERTIME

Section 1. The company will post a no call volunteer list for each day of the work week for those who desire overtime opportunities. All time worked over forty (40) hours in any one (1) work week will be paid at the rate of time and one-half (1½) for associates working on an hourly basis. There will be no duplication or pyramiding of overtime and other premium pay for any reason.

Section 2. Daily overtime work is ~~confined to~~ **be offered to** associates in each department **location** by job classification **the volunteer list**. The Employer retains the sole discretion to determine in each instance if overtime work is required. **In all cases, the associate selected must be qualified to perform the work in accordance with Article 10 (Section 2).**

(a) End of shift **early start** overtime:

1. Associate(s) performing the work assignment will be required to complete all overtime for that assignment. Associate(s) will not leave work in the middle of an assignment unless excused by management.

2. Overtime will be first offered on a volunteer basis by seniority to associates within the job classification prior to the completion of their shift. If enough volunteers are not secured, then it will be offered to qualified Associates in

seniority order from other classifications on the same shift who have signed the volunteer list. If there are still not enough volunteers secured, the least senior associate(s) in the classification and shift will be required to accept the overtime assignment.

(b) Day off Overtime:

1. Overtime will first be offered on a volunteer **basis** by seniority to associates **who signed the volunteer list** and within the job classification **prior to the completion of their shift.**
2. If enough volunteers **associates** are not secured **from the volunteer list, then it will be offered in seniority order to other classifications who have signed the list.** ~~the least senior associate on their single day off will be required to accept the overtime assignment.~~
3. If **there are still not** enough **associates** ~~volunteers are not~~ secured, the least senior associate **(s) in the classification and shift** ~~on their consecutive off days~~ will be required to accept the assignment.
4. If there is not enough work and associates are being sent home:
 - a. The Company will first ask for volunteers by seniority.
 - b. If there **are** is not enough volunteers, the Company will first send employees working day off overtime home, starting with the least senior associate.
 - c. If the Company requires more associates to go home, they will mandate from the bottom of the seniority **list** within that job classification **and shift.**
5. All Associates working day off overtime will be guaranteed a minimum of four (4) hours of pay for that day, if they are sent home early.

(c) Mandated overtime will follow these guidelines:

1. If the Company requires mandatory overtime, those working day off overtime will rank highest in seniority.
2. If an employee is mandated to come in early, they will not be mandated to stay late; therefore, the next ~~on the~~ **in** seniority will be placed on the list to be mandated.
3. If an employee is mandated to stay late, they will not be mandated to come in early the next business day; therefore, the next ~~on the~~ **in** seniority **by classification and shift** will be placed on the list to be mandated.
4. The Company will **inform** ~~make every attempt to~~ mandated **d** employees a minimum of two (2) hours prior to the end of their normal shift.

Section 3. The Union and the Company understand this may change at times due to business and/or customer needs and/or situations of excessive absenteeism. In these instances only:

1. The Company may ask associates to stay late and come in early the following day.
2. The Company may ask associates to come in early the following day and stay late.
3. The Company may require associates to work up to sixteen (16) hour days. In extreme emergencies the Company may require associates to work up to two (2) sixteen (16) hour days, in a pay period.

ARTICLE 14 EMPLOYER RULES AND DISCIPLINE

Section 1. The Employer will have the right to discharge or suspend for just cause, but will give written warnings to associates before suspension or discharge except in cases of serious or gross misconduct, including but not limited to dishonesty, drinking or fighting on Employer property, gross safety violations, use of illegal drugs, giving false information at time of application, gross insubordination, willful damaging of property owned or in the custody of the Employer, and falsifications of the Family Medical Leave Act, disability and/or workers compensation.

Section 2. ~~The Employer will have the right to establish, revise or add reasonable work and safety rules, attendance policy, alcohol and substance abuse policy, drug, alcohol, and functional testing, by which all associates must abide. The Employer will also have the right to establish, revise or add a disciplinary policy to address associate violations of these rules and policies. Prior to implementing, the Employer will meet with the Union for discussion. The rules and/or disciplinary policy will become effective seven (7) days after they have been posted in the workplace.~~

Prior to the Employer establishing, revising or adding to Company policies that affect associates covered by this Agreement, including, but not limited to reasonable work and safety rules, attendance policy, drug, alcohol and substance abuse policy, and functional testing, by which all associates must abide, and such policy items are not already outlined in

this Agreement, the Employer will offer to meet with the Union. The Union will have seven (7) calendar days to respond to the written request to meet to establish time for meeting. The rules and/or disciplinary policy will become effective seven (7) calendar days after they have been discussed and subsequently posted in the workplace, but not later than fourteen (14) calendar days from the Company's offer to meet.

Associates are expected to sign all necessary forms related to their employment at Americold Logistics. Signature on an Associate Counseling Form is not an admission of guilt, but receipt of copy only.

Section 3. The Employer will administer discipline within fourteen (14) **calendar** working days of the incident or the known occurrence with a **written** copy to the associate and local Union.

Section 4. ~~The Employer will offer to secure a Union representative for the meeting. In all other disciplinary meetings, the Employer will respect an associate's legal right to Union representation.~~ **The Employer agrees that a shop steward will be present at investigatory meetings so long as a shop steward is available that shift. In instances where English is not the Associate's primary language, a translator will be offered where available.**

Section 5. Work Rules & Expectations Policy:

Disciplinary Action for Category 2 violations as defined in the Company's "Work Rules and Expectation Policy" will be as follows:

- 1 point = Step 1 - Verbal warning documented
- 2 points = Step 2 - Written warning
- 3 points= Step 3 - Final warning with a one-day suspension
- 4 points = Step 4 - **Up to and including** Termination

Counseling shall be provided with each step of progressive discipline. Discipline shall remain on the record for nine (9) rolling months. As one point falls off the step of discipline it will back up to the previous step, (example) if an employee is on their 3rd step of discipline and step one (1) falls off, the employee will now be on step 2 and the next step of discipline would be step 3 again.

Section 6. Attendance Policy:

Americold expects and requires regular attendance from all of its associates, as defined by the Company's "Attendance Policy." Progressive Discipline for Attendance is as follows:

- 1 point = Step 1 - Verbal warning documented
- 2 points = Step 2 - Written warning
- 3 points= Step 3 - Final warning with a one-day suspension
- 4 points = Step 4 - **Up to and including** Termination

Counseling shall be provided with each step of progressive discipline. Discipline shall remain on the record for nine (9) rolling months. As one point falls off the step of discipline it will back up to the previous step, (example) if an employee is on their 3rd step of discipline and step one (1) falls off, the employee will now be on step 2 and the next step of discipline would be step 3 again.

**ARTICLE 15
WAGES**

Section 1. Wages:

All pay rates listed in this agreement will be considered the minimum rate for all job classifications.

	Ratification	2/18/2020	2/18/2021	2/18/2022
Forklift				
12 month	\$17.39	\$17.91	\$18.45	\$19.00
9 month	\$16.40	\$16.77	\$17.14	\$17.53
6 month	\$15.90	\$16.26	\$16.63	\$17.00
3 month	\$15.37	\$15.71	\$16.07	\$16.43
Start	\$14.86	\$15.20	\$15.54	\$15.89
Janitor				
12 month	\$14.45	\$14.88	\$15.33	\$15.79
6 month	\$12.55	\$12.83	\$13.12	\$13.41
Start	\$12.17	\$12.45	\$12.73	\$13.02
Inventory				
12 month	\$18.39	\$18.91	\$19.45	\$20.00
9 month	\$17.40	\$17.77	\$18.14	\$18.53
6 month	\$16.90	\$17.26	\$17.63	\$18.00
3 month	\$16.37	\$16.71	\$17.07	\$17.43

Start	\$15.86	\$16.20	\$16.54	\$16.89
Maintenance				
Maintenance Helper	\$15.07	\$15.41	\$15.76	\$16.11
Maintenance Apprentice	\$17.57	\$17.97	\$18.37	\$18.78
Buildings & Grounds	\$19.24	\$19.67	\$20.12	\$20.57
MHE Tech 1	\$22.05	\$22.55	\$23.05	\$23.57
MHE Tech 2	\$24.06	\$24.60	\$25.15	\$25.72
Refrigeration Tech 1	\$23.06	\$23.58	\$24.11	\$24.65
Refrigeration Tech 2	\$24.99	\$25.55	\$26.13	\$26.72
Refrigeration Tech 3	\$26.02	\$26.61	\$27.20	\$27.82
LEAD Technician	\$27.02	\$27.63	\$28.25	\$28.89

All wage increases including ratification effective the 1st full pay period after dates above.

Ratification bonus of \$250 (pro-rated to those hired since 2/18/2019) to those on the payroll as of time of payout. 1st full pay period after ratification.

Section 2. Shift Premiums:

2nd Shift Premium - \$.25/ hour over base hourly rate

3rd Shift Premium - \$.35/ hour over base hourly rate

Shift Premiums are in addition to the associates top or progression rate of pay and this will be the rate of pay used to calculate the associate's overtime rate of pay. Shift Premiums are for associates that have a bid position for either 2nd or 3rd shift.

ARTICLE 16
PRODUCTION REQUIREMENTS AND INCENTIVE PLANS

Section 1. Production Requirements. The Employer may establish, implement, revise and/or continue **reasonable** systems of production requirements, expectations and/or standards. The Employer has the sole right to establish these standards. **At least seven (7) calendar days** prior to changing production requirements or standards the Employer will meet and discuss the changes with the Union. The Union and its Industrial Engineers shall have the right to review all information pertaining to the implementation or change of production requirements, expectations or standards.

Section 2. Incentive Plans. The employer has the sole right to establish incentive plans of any type that provide pay in addition to the associate's base hourly rate. The Employer retains the sole discretion to determine the creation, modification, design, administration and dissolution of the same. The Employer may create, design, modify, administer, or dissolve such plans, of any type, in accord with business conditions as the Employer defines them.

ARTICLE 17
VACATION

Section 1. All full-time associates who have completed one (1) or more years of continuous service and meet the hours requirements outlined in Section 2, will be entitled to vacation according to the following schedule:

Years of Continuous Service	Vacation Benefit
One (1)	Forty (40) Hours
Two (2)	Eighty (80) Hours
Five (5)	One Hundred Twenty (120) Hours
Fifteen (15)	One Hundred Sixty (160) Hours
Thirty (30)	Two Hundred (200) Hours

The vacation year shall be associate's anniversary date to anniversary date.

Section 2. To qualify for a vacation benefit, associates earn one-twelfth (1/12) of their vacation benefit for each completely worked month, from the associate's anniversary year to the next anniversary year, for the coming vacation year. All paid time off for vacation, holiday, bereavement, jury duty, and VTO shall be considered hours worked for purposes of this section.

Section 3. An associate's vacation period shall be at such time as is mutually agreed between the Employer and the associate subject to the Employer's ability to maintain efficient operations. Requests for vacation shall be considered for each month of the

year.

Subject to the staffing requirements of the Employer, vacation may be scheduled as follows:

- a. Requests for vacation will be bid **the week following the annual shift bid (Article 10; Section 5). The Employer shall notify associates during the bid process of approval or denial.** ~~December 15 through December 31 of each year. The Employer shall post its response by January 15 to written requests for "first-choice" vacation dates received by December 31.~~ Preference between competing requests shall be granted by job classification/shift according to seniority.
- b. The system described above is to assist the Employer and the associates in scheduling vacations. It shall not prevent an associate from requesting a vacation change in which the Employer will consider on the basis of staffing needs.
- c. Vacation days not scheduled in accordance with "a" above shall be awarded on a first come first serve basis subject to ~~two (2)~~ **one (1)** week notice and management approval.

Section 4. Vacation pay for regular full-time associates for each week of vacation shall be the equivalent of forty (40) hours at the associate's regular rate of pay at the time of vacation.

Section 5. Vacation may not be carried over from year to year.

Section 6. Vacation time may be requested in single day increments. VTO associates may request vacation time in half-day increments.

Section 7. All unused vacation will be paid out to the associate, upon his/her voluntary resignation of employment.

ARTICLE 18 HOLIDAYS

Section 1. Regular full-time associates who have completed their probationary period are eligible for up to seven (7) paid holidays each year. They are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and a personal day. Holiday hours shall count as hours worked in the computation of hours worked concerning overtime. Personal Days must be scheduled and approved in advance and taken during the calendar year. Unused days will not be carried over to the next year unless approved in writing by management.

Section 2. To receive holiday pay, associates must work their last scheduled shift before the holiday, **the holiday if scheduled** and the first scheduled shift following a holiday unless approved by management.

Section 3. Eligible associates shall receive eight (8) or ten (10) hours at their regular straight-time rate of pay for each paid holiday. Associates required to work on the holiday shall be paid at one and one-half (1½) times their regular straight time rate of pay for all hours worked, plus their holiday pay. Associates, unless approved by management, leaving work early on a holiday will be paid for hours worked that day at straight time.

Section 4. If a holiday falls on an associate's unscheduled workday, the eligible associates shall receive eight (8) hours of pay at his regular straight-time rate in lieu of the holiday. This time and pay is not considered in the computation of overtime.

Section 5. The Employer will make every effort to give associates at least one (1) week's notice of when a holiday will be celebrated.

Section 6. If the Employer determines that it is necessary to work on a holiday, associates shall be selected in accordance with Article 13.

Section 7. If a holiday falls on an associate scheduled vacation day an extra

vacation day will be granted.

ARTICLE 19 LEAVES OF ABSENCE

Section 1. General: The Employer may grant a reasonable leave of absence to an associate upon written application. The associate and the Union shall be given a written notice of the terms and conditions of any leave of absence granted. Requests for leave of absence shall not be unreasonably denied to any associate who has twelve (12) months or more of continuous service.

Section 2. Family and Medical Leave: The Employer will comply with all applicable state and federal laws, which address associates' rights to request or obtain a leave of absence, including but not limited to a family or medical leave, pregnancy disability leave, or disability leave.

Section 3. Jury Duty: The Employer will make up differential in pay for those associates called for jury duty, providing the associate was scheduled for work on that day. The difference shall be calculated on the basis of the associate's base hourly rate of pay, for a period of time up to a maximum of two (2) weeks. Unless alternate written arrangements have been made, an associate released from jury duty early must return to work for the completion of their regular shift. The Employer shall not change the associates' days off or shift assignment in order to avoid payment of jury duty.

Section 4. Other court appearances: Any Associate who presents, to their supervisor or HR manager, a court order with seven (7) calendar days notice, requiring they appear in person, other than jury duty, where failure to appear could result in the issuance of a warrant, the Employer will allow time off without pay or penalty for no more than two (2) days per year.

Section 5. Bereavement: Eligible associates covered by this Agreement who suffer a death in their immediate family shall be allowed up to three (3) working days off with pay at their regular straight-time rate as necessary to attend the funeral or as necessary to take care of affairs in connection with the death. Upon request, additional unpaid time off may be granted.

a. Immediate family is defined as current spouse, son, daughter, mother, father,

brother, sister, grandfather, grandmother, grandchild, current mother-in-law, current father-in-law, stepparents and stepchildren.

Section 6. Military Leave: Associates enlisting or entering the military of the United States will be granted all rights and privileges provided by applicable law.

Section 7. Sick Leave: Effective January 1, 2016 and for the duration of the agreement: Regular full-time associates will participate in the Employer Sick Leave program. Sick Leave will accrue at the rate of four (4) hours per month for associates permanently assigned to eight (8) hour shifts and five (5) hours per month for associates permanently assigned to ten (10) hour shifts for each complete month of non-leave service to a maximum of forty-eight (48) or fifty (50) hours per calendar year. Unused sick leave will be paid back to the associates on the first pay period of January, for the prior year. **If available, an associate may choose to roll over up to eight (8) hours into the next year. Associates must notify the HR Manager in writing by December 15th of their desire to roll time over.**

Paid sick days will not be counted in the calculation of overtime nor will they be assessed attendance points under the employer attendance policy.

Section 8. Any associate who undertakes or continues other work or employment during any leave of absence without first securing permission from the Employer and the Union automatically cancels such leave of absence and will be considered to have terminated his employment.

Section 9. A Union member elected or appointed to serve as a Union official shall be granted a leave of absence during the period of such employment, without discrimination, loss of seniority rights, and without pay and/or other benefits.

Temporary leaves of absence, up to **ten (10)** ~~seven (7) working~~ **calendar** days, will be granted to members of the Union, upon two weeks' notice **by e-mail to the General Manager and Human Resources Manager from Teamsters Local 767 business agent** specifying the length of absence, provided such leaves do not interfere with efficient operations and does not exceed two **(2)** employees at any one time **except during contract negotiations, and the maximum can be three (3) employees. The Employer will have ninety-six (96) hours to deny such request, otherwise the request will be approved.** In addition, leaves of absence for up to two employees will be granted for Grievance Panels.

ARTICLE 20 HEALTH AND WELFARE

Section 1. The Employer shall offer eligible associates the opportunity to participate in Employer health plans. The terms, conditions, and provisions of the coverage are set forth in the applicable plan documents. This coverage, including the required associate premium contributions, surcharges, co-pays, and deductibles may, from time to time, be amended or changed. Changes or amendments to the coverage will be announced periodically. The health insurance plan documents will govern all rights of associates concerning this benefit. During the term of this agreement, bargaining unit associates will make the same contributions as non-bargaining unit associates.

Section 2. Eligible associates may participate in the Employer Life, Accidental Death and Dismemberment, Voluntary Life, Short Term and Long Term Disability programs, that are regularly maintained for non-bargaining unit associates and are subject to the same associate premium contributions, terms and conditions of the plan documents.

~~Associates medical and dental coverage shall remain at 2008 benefit and contribution levels through December 31, 2010. Effective January 1, 2011 associates shall be covered under the same benefit programs that are regularly maintained for non-bargaining unit associates and are subject to the same associate premium contributions, terms and conditions of the plan documents.~~

ARTICLE 21
BULLETIN BOARDS

(no changes from previous agreement)

Section 1. The Employer shall supply and provide space for a reasonably sized bulletin board, which shall be used exclusively for authorized Union notices. All Union notices shall be authorized and signed by a representative of the Local Union. Union Stewards shall have a key for the Union bulletin boards.

ARTICLE 22
UNION STEWARDS

(no changes from previous agreement)

Section 1. The Employer recognizes the right of the Union to designate a reasonable number of shop stewards and alternate stewards.

Section 2. The authority of any shop stewards and alternate stewards designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- (a) With prior management approval the investigation and presentation of grievances in accordance with the provisions of Article 6 during working hours;
- (b) The transmission of such messages and information authorized by the Union or its officers.

Section 3. No shop steward or alternate steward shall have any authority to, authorize, instigate, encourage, condone or participate in any strike or other action in violation of Article 25, and in the event of any such action by any associates, the shop stewards and alternate stewards and the Union and its officers shall immediately take all measures within their power to stop any such violation. The Employer shall have the sole and complete right to discipline any shop steward or alternate steward who fails to comply with the provisions of this Section, and such

stewards shall not be entitled to or have any recourse under this Agreement.

**ARTICLE 23
PLANT VISITS**

(no changes from previous agreement)

Section 1. Authorized agents of the Local Union shall have access to the Employer's establishment during work hours for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered to, providing, however, that there is no interruption of the Employer business. This access shall be granted to the Union representatives after having given notice to management. The Employer shall not be held liable for any injuries to said representatives while on Employer premises.

**ARTICLE 24
BARGAINING UNIT WORK**

(no changes from previous agreement)

Section 1. The Employer retains the right to assign supervisory personnel and/or non bargaining unit personnel to perform bargaining unit work in the case of emergency and training. This Article is not intended to diminish overtime hours for regular associates. In the event a grievance is filed alleging a violation of this Article, the grievance must specify the amount of time allegedly spent performing bargaining unit work.

**ARTICLE 25
NO STRIKE/NO LOCKOUT**

(no changes from previous agreement)

Section 1. During the term of this Agreement, there will be no strike, slowdown, or work stoppage. The Employer will not lock out any bargaining unit associate during the term of this Agreement.

Section 2. Picket Line: No associate shall be disciplined or discharged for his or her refusal to cross a legal, primary picket line, directed at the Employer, as long as such picket line is sanctioned by Teamsters Joint Council No. 80.

ARTICLE 26
SEPARABILITY SAVINGS AND COMPLETE AGREEMENT
(no changes from previous agreement)

Section 1. If any state or federal legislation, court decision or government regulation invalidates any article or section of the Agreement, all other articles and sections not invalidated will remain in full force and effect. At the Employer's or Union's request, the Employer and Union will meet to negotiate new contract language to replace the article or sections which have been invalidated.

Section 2. The Employer and the Union agree that the relations between them will be governed by the Agreement. Modification to this Agreement will not be controlling unless reduced to writing and signed by the Employer and the Union.

Section 3. The parties acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right to make proposals with respect to all subjects of collective bargaining. The understandings and agreements arrived at by the parties after exercise of that right are set forth in this Agreement. Therefore, the Employer and the Union each waive the right and each agrees that the other will not be obligated to bargain collectively with respect to any matter referred to by this Agreement, or with respect to any subject not specially referred to in this Agreement, except those required by law, even though such subject may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated this Agreement.

ARTICLE 27
EXTRA CONTRACT AGREEMENTS

Section 1. The Employer agrees not to enter into any other agreement or contract with its associates, individually or collectively, which in any way conflicts with the terms and provisions of the Agreement.

Section 2. Nothing in this Agreement shall prevent the Union and Americold Logistics Labor Relations for negotiation supplementary agreements necessary to resolve their local problems. Such Supplemental Agreements must be in writing to be considered valid.

**ARTICLE 28
PAST PRACTICE**

Section 1. This Agreement supersedes any previous oral and written agreements between the Employer and its associates. The Employer and Union will not be bound by any past understandings, practices and/or customs between the Employer and its associates on matters not specifically governed by the terms of this Agreement, **unless mutually agreed to by the Employer and the Union.**

**ARTICLE 29
SAFETY AND LABOR MANAGEMENT COMMITTEES**

Section 1. Locally the Employer and Union will meet periodically to discuss work issues, rules, and general business conditions. **If mutually agreeable, these issues will be heard at the regularly scheduled meeting between the Union and the Employer as outlined in Article 6A of this Agreement.**

**ARTICLE 30
UNIFORMS**

(no changes from previous agreement)

Section 1. The Employer will furnish each regular associate who is required to work any substantial period of time in a refrigerated area with one (1) pair of insulated pants, one (1) insulated jacket, one (1) pair of freezer gloves, one (1) pair of insulated safety-toe shoes/boots through an Employer approved vendor. Maintenance associates will be provided with one (1) pair of work boots and work uniforms. Such clothing shall be replaced by the Employer upon a reasonable wear-and-tear basis when worn out and shall be worn by associates solely for Employer work on Employer premises.

Section 2. The Employer may institute and enforce such procedures as it deems necessary to keep track of clothing provided by the Employer.

Section 3. The Employer will furnish each regular associate with locker space and where practical, an individual locker.

ARTICLE 31

401(K)

(no changes from previous agreement)

Section 1. All associates governed by this agreement shall have the ability to participate in the Employer 401(k) plan as written in the plan document. The Employer reserves the right to make changes to this plan as it deems fit to include plan administrator, available investment vehicles, and Employer contribution.

**ARTICLE 32
DURATION OF AGREEMENT**

This Agreement will be in full force and effect from February 18, ~~2015~~ **2019** until midnight on February ~~18~~ **20**, ~~2019~~ **2023**, and will continue in full force and effect each year thereafter, unless written notice of the desire to terminate or modify this Agreement is served by either party upon the other, at least sixty (60) days prior to the expiration of the Agreement or any automatic extension of the Agreement.

David Goodall
Americold Director Labor Relations

Andrew Reddell
IBT Local 767 Business Agent

Joshua A. Ralston
Americold General Manager - Meacham

Dan Williams
IBT Local 767 Business Agent

Paul Carmen
Americold General Manager - Railhead

Reggie Williams
IBT Local 767 Americold Steward

Jeff Vergara
IBT Local 767 Americold Steward

Bobby Williams
IBT Local 767 Americold Steward