

AGREEMENT

Between

**AMERICOLD LOGISTICS
DOMINGUEZ HILLS, CA FACILITY**

And

**UNITED FOOD AND COMMERCIAL WORKERS UNION
LOCAL 324**

January 1, 2024 – December 31, 2028

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PURPOSE OF AGREEMENT

Section 1. It is the intent and purpose of the parties to this Agreement to set forth herein the entire agreement covering wages, hours and other terms and conditions of employment between the parties hereto, to promote harmonious labor relations between Americold, its associates, and the Union.

ARTICLE 1 UNION RECOGNITION

Section 1. The Employer recognizes the Union as the exclusive collective bargaining representative pursuant to the Certification in NLRB Case 21-RC-229634 for all full-time and regular part-time lift truck operators (LTO's), warehouse laborers, and warehouse leads employed by the Employer at its facility at 19840 S. Rancho Way, Suite 100, Compton, California 90220. The bargaining unit excludes all other Americold associates.

Section 2. The Employer will have no obligation to condition a sale of all or part of its operation upon recognition by the purchaser or upon adoption of this Agreement by the purchaser.

Section 3. The Union recognizes the obligations and responsibilities imposed upon it as the exclusive bargaining representatives of the associates covered by this Agreement and further recognizes that in order to provide maximum opportunities for continued employment, improved working conditions and compensation for such associates, the Employer must be able to operate efficiently and profitably.

Section 4. It shall be a condition of employment that all associates of the Employer covered by this Agreement who are members of the Union in good standing on the date on which this Agreement is signed shall remain in good standing and those who are not members on the date which this Agreement is signed shall, on the thirtieth (30th) day following the date on which this Agreement is signed, shall become and remain members in good standing in the Union. It shall also be a condition of employment that all associates covered by this Agreement and hired on or after the date on which this Agreement is signed shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union.

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, color, religion, sex, disability, age, national origin, ancestry, marital status, military status, membership, or lack of membership in the Union, or any other legally protected class or group. The parties also agree they will fully comply with all applicable state, federal and local laws addressing the issue of discrimination in the workplace.

Section 2. The Union recognizes the Employer's obligation to make reasonable accommodations to the disabilities of applicants and/or associates in accordance with the Americans with Disabilities Act. If a proposed accommodation is necessary and in conflict with any provision of this Agreement, the Employer will notify the Union before the change is made. However, as long as the accommodation does not cause another associate to be furloughed from his or her job, the Union agrees it will not grieve the Employer's decision to provide the accommodation.

ARTICLE 3 NOTIFICATION

Section 1. Associates must furnish the Employer with their address, telephone number, and e-mail address immediately upon employment. Thereafter, the associate shall enter any change in his or her address or telephone number into the Kiosk, where available, or provide Human Resources with a written notification of such changes. 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/text to the associate at their last known telephone number, or verified e-mail transmission with delivery receipt. If the associate fails to respond to the notice or message relayed by the Employer within three (3) days, the Employer's obligation to employment under this Agreement ceases.

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

Section 4. Notice of new hires and terminations. The employer agrees to notify the Union, in writing, within ten (10) days of month end. New Hire information will include associates' name, date of hire, mailing address, position, pay rate and social security number or personal identifier if capable. Termination information will include the associates name, date of termination and job classification.

ARTICLE 4 MANAGEMENT RIGHTS

Section 1. Except as specifically limited by this Agreement, the Employer retains the sole and exclusive right to exercise all management rights or functions. The exercise of management's rights by the Employer is not subject to prior notice, discussion or negotiation with the Union.

Section 2. Without limiting the generality of the foregoing, the Employer has the right to manage the facility and direct, the work of the associates, including the right to discharge, suspend, or otherwise discipline associates for just cause; to demote, transfer or promote associates; to assign them to work shifts except as provided elsewhere in this Agreement, to allocate and assign work to associates; to establish and/or discontinue work shifts; to determine whether to grant vacation requests; to schedule vacations; to determine the amount of work needed and to increase or decrease the size of the workforce as the Employer deems necessary.

Section 3. The Employer also has the right to select the products to be handled and the sources of the same; choose customers; determine the methods and schedule of shipping, receiving and warehousing; determine the type of equipment and/or vehicle used; determine the sequence and type of operating processes within the facilities; institute changes in process; determine the size and character of inventory; and to introduce different shipping, receiving and warehousing methods.

Section 4. The Employer retains the right to establish work schedules for associates, including the determination of the number of actual hours to be worked in any day, week or shift, and the right to schedule associates for work in any given work week on days which are not consecutive; to change the composition of the work day and work week, including, but not limited to, the length, timing, and frequency of associate work shifts, upon seven (7) calendar days' notice to the union, except in cases of emergency necessary to facilitate customer operational needs; to determine the number of associates necessary to work on any particular work day and /or work week, to operate any department, classification, or division of the Employer; to determine the management organization for each department; to select who shall be hired or not hired; to utilize part-time or temporary associates; to determine the knowledge, skill, qualifications, and abilities necessary for associates to perform their job functions; to establish and/or modify performance expectations, production requirements, production standards and levels by associates; to decide where and when training on a particular job or operation is required, how much training is required, and the right to move, retrain and transfer associates; and to establish or modify job duties and classifications.

Section 5. The Employer may transfer work between any of its facilities. It may also determine the locations of the business, including the establishment of new plants, facilities, departments, divisions, or subdivisions and may relocate, sell, lease, or close the same. The Employer also has the right to subcontract Warehouse Laborer position. The Employer will meet thirty (30) days prior to discuss the effects, if any, on the workforce. The Employer agrees that should any warehouse laborer be effected by subcontracting he shall be afforded preferential hiring status to apply to any open position.

Section 6. The Employer may also utilize members of management to perform and complete tasks associated with their job descriptions. For up to ninety (90) days the Employer may use associates from another location. Should additional time be needed the Employer will discuss with the Union and the additional time will not be unreasonably denied. Such additional work will not result in a layoff or reduction of normally worked hours for bargaining unit associates, including overtime.

Section 7. It is agreed that the listing of the foregoing management rights shall not be deemed to exclude other rights of management not specifically listed. The Employer retains any other right relating to management of the Employer, which the Employer has not specifically modified by the Agreement.

Section 8. The Employer's failure to exercise any power, function, authority, or right in a particular way will not be deemed a waiver of the Employer's right to exercise such power, function, authority, or right in a different manner, or preclude the Employer from exercising such power, function, authority or right in the future.

Section 9. In the event of any ambiguity between this Article and another Article of this Agreement, the provisions of this Article shall control. The Employer's exercise of its management's rights under this Article will be subject to the grievance or arbitration provisions of this Agreement if the exercise of these rights conflicts with another provision of this Agreement.

ARTICLE 5 UNION CHECK-OFF

Section 1. The Employer shall deduct Union membership dues, initiation fees and assessments on a weekly basis from the wages of each employee from whom the Employer has received a written assignment, in compliance with the laws of the United States and the regulations authorizing such deductions. The Union shall certify to the Employer in writing by the tenth (10th) of each month a list of its members working for the Employer who have furnished to the Employer such assignments together with an itemized statement of dues and/or initiation fees owed to be deducted for such months from the pay of such members and the Employer shall deduct and remit accordingly. The Employer shall forward all deducted amounts to the Union, on or before the tenth (10th) day of the calendar month following the month in which the dues were deducted during the term of this Agreement.

Section 2. The Union shall indemnify and save harmless the Employer against any and all claims, demands, suits or other liability or cost arising out of any action taken or not taken by the Employer in reliance on any employee authorization or list or designated deduction amounts furnished by the Union for the purpose of complying with any of the check-off provisions of this Agreement.

Section 3. The Employer shall not be responsible for payment of dues during periods where the employee has ceased to be in the Employer's employ due to layoffs or dismissals. It shall be the responsibility of the union member to pay his dues to the office of the Union in case of layoff or dismissal.

Section 4. The Employer agrees to honor and to transmit to the Union contribution deductions to the United Food & Commercial Workers International Union Active Ballot Club from employees who are union members and who sign such deduction authorization cards. The deductions shall be in the amounts specified on the political contribution deduction authorization cards; however, such deductions shall be made in conjunction with regular monthly dues deductions.

ARTICLE 6 GRIEVANCES AND ARBITRATION

Section 1. For the purpose of this Agreement, the term "grievance" is defined as a dispute between the Employer and the Union, or any associate covered by this Agreement with respect to the alleged violation of a specific provision of this Agreement. It is the intent of the parties that associates will bring to the attention of their supervisor any known potential contractual violation to enable the parties to correct the issue if warranted. Grievances will not be filed, discussed, investigated or otherwise processed during working time.

Section 2.

Step 1(a): The associate, and if requested, the steward, shall discuss the grievance with his immediate supervisor within five (5) days of the occurrence, or knowledge of the occurrence. The parties will attempt to resolve the grievance at that time.

Step 1(b): If the matter is not resolved, a formal written grievance must be presented to the Facility General Manager or his designee within ten (10) days of the event or knowledge of the occurrence giving rise to the grievance. The written grievance must contain a description of the conduct complained of the section of the contract allegedly violated and the relief requested.

Step 2: The General Manager (or his designee), Human Resources, Business Representative and grievant will attempt to resolve the grievance in a meeting that is held within ten (10) days, but no more than fourteen (14) days, from receipt of the written grievance, which will be held on a mutually acceptable date. If the grievance is not resolved, the Employer will provide a written response within seven (7) days. This shall not prohibit the parties from mutually agreeing to discuss and attempt resolution sooner.

Section 3. With the exception of the Step 1 meeting, associates and/or stewards may not present and discuss grievances during work time without the permission of the Employer.

Section 4. If the grievance is not resolved, the Union may proceed to arbitration. To proceed, the Union must notify the Federal Mediation and Conciliation Service to request a list of seven (7) arbitrators within forty-five (45) calendar days of the date of the formal grievance. Arbitrator names shall be struck alternately by both parties until one name remains. The party filing the first grievance under this Agreement shall be the first to strike. Thereafter, the parties will alternate who makes the first strike. Either party may reject one panel prior to striking, in which case the rejecting party will request a new panel. The arbitrator will be notified of his selection and asked to submit with his acceptance the earliest available hearing date.

Section 5. For any grievance that proceeds beyond Step 2 of this Article, both parties must submit in writing all known evidence bearing on the grievance within ten (10) working days of the scheduled commencement of the arbitration. This includes, but is not limited to, a description of the subject matter giving rise to the grievance, relevant dates and any witnesses, along with the specific contract clause that has allegedly been violated. Any new rebuttal evidence based upon the evidence exchanged must be provided at the earliest practicable time, but no later than five (5) working days prior to the arbitration.

Section 6. Failure by the union to adhere to this Article's time limitations, beginning with section 2, step 1(b) will bar further processing of the grievance, including the submission of the grievance to arbitration. Any of the time deadlines in this Article may be extended with the mutual, documented consent of the parties.

Section 7. Unless the parties agree otherwise in writing, no settlement of any grievance will be established as a precedent or a prior/past practice for any subsequent situations.

Section 8. In rendering a decision, the arbitrator will be governed and limited by this Agreement's provisions, applicable law and the expressed intent of the parties as set forth in this Agreement. In matters relating to associate discipline and/or discharge, the arbitrator's authority will be limited to whether the discipline imposed by the Employer was for just cause. The arbitrator will have no authority to add to, subtract from, or modify any of the terms and provisions of this Agreement and will confine his judgment strictly to the facts submitted in the hearing, the evidence before him, and the express terms and provisions of this Agreement. The arbitrator's decision will be final and binding upon the parties, unless the arbitrator fails to comply with this Article.

Section 9. The losing party, as determined by the arbitrator, will pay the expenses of the arbitrator. If the arbitrator issues a split decision, the cost of the arbitrator will be split by the parties. (Example: If the arbitrator reinstates a discharged associate without back pay, the parties will split the costs of the arbitration.) Both parties shall bear their own costs in presenting their case. Jointly incurred expenses will be split with the moving party responsible for expenses associated with Federal Mediation Conciliation Service.

Section 10. The right to use the arbitration procedure will only be available during the term or written extension of this Agreement. Upon this Agreement's termination, the right to use the arbitration procedure will cease unless the action forming the basis of the grievance arose during the term of the Agreement.

Section 11. The provisions of this Article shall likewise be utilized in the event that the Employer finds it necessary to file a grievance claiming a violation of the terms or provisions of this Agreement.

ARTICLE 7 PROBATIONARY PERIOD AND DEFINITION OF ASSOCIATE

Section 1. Each applicant hired as an associate will serve a probationary period of ninety (90) days. Any days or partial days of absence shall not be counted towards the required ninety (90) days. With the agreement of the parties, the probationary period may be extended for up to an additional thirty (30) calendar days.

Section 2. During the probationary period, the Employer shall have the right to discharge or discipline an associate for any reason. This action shall not be subject to the grievance and arbitration provisions of this Agreement.

Section 3. No terms of this Agreement other than this Article and the appropriate wage rate shall apply to probationary associates. Probationary associates shall be eligible for Health and Welfare as set forth in the applicable plan documents.

ARTICLE 8 ASSOCIATE CLASSIFICATIONS

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

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

Section 3. Regular part-time associates are those associates who are not normally 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 medical or retirement benefits unless mandated by law. Part time associates will not be hired for the exclusive purpose of avoiding benefits.

Section 4. Temporary associates are those from another Americold site, or associates hired or provided by a temporary agency on a short-term or seasonal, special project, or emergency basis. Temporary associates shall be used for up to ninety (90) days. Should additional time be needed the Employer will discuss with the Union and the additional time will not be unreasonably denied. Temporary associates have no rights or privileges under this Agreement and are not intended to erode the hours of regular associates.

Section 5. The Employer shall have the option of making offers to applicants who have previously worked as temporary associates when hiring regular full-time or part-time associates.

**ARTICLE 9
HOLIDAYS**

Section 1. Regular full-time non probationary associates are eligible for up to eight (8) paid holidays each year. They are:

New Year's Day	Memorial Day	Independence Day (July 4 th)
Labor Day	Thanksgiving Day	Christmas Day
Two floating holidays		

If a holiday falls on an associate's unscheduled workday or an approved PTO leave, the eligible associate shall receive eight (8) hours of pay at their regular straight-time rate in lieu of the holiday. The time paid will not count in the computation of overtime. The Holiday floater request must be submitted no less than one week in advance and be approved by management. Unused floating holiday will be rolled over to the subsequent year as carryover PTO hour.

Section 2. To receive holiday pay, associates must work their entire last scheduled shift before the holiday, their entire first scheduled shift following the holiday and the holiday, if scheduled unless the employee is excused by management.

Section 3. Eligible associates will receive 8, 10, or 12 hours of pay (depending on their regularly scheduled warehouse shift) at their regular straight-time rate for each paid holiday ("Holiday Pay"). Associates required to work on the holiday who work less than 32 hours in the week will be paid at their regular straight-time hourly rate of pay for all hours worked on the holiday, plus their Holiday Pay. Associates required to work on the holiday who work 32 or more hours in that week will be paid at time and one half of their regular straight time pay, plus their holiday pay.

Section 4. Associates who are scheduled to work on a holiday and fail to do so will forfeit their holiday pay. Associates on layoff or leave of absence will not be eligible for Holiday Pay.

Section 5. Employer observed holidays within a scheduled PTO period will not be charged to PTO. However, if unplanned PTO days are used the day before, the day of, or the day after a holiday, the associate will not receive Holiday Pay, unless excused by management.

Section 6. Holiday pay hours count as hours worked for computing overtime. Pyramiding – the payment of overtime on overtime that occurs if the same hours of work qualify for both daily and weekly overtime pay – is prohibited.

ARTICLE 10 PAID TIME OFF

Section 1. The purpose of Paid Time Off (“PTO”) is to provide associates with flexible paid time off and/or to provide for advanced scheduling of time off from work for vacation and personal time.

Section 2. Newly hired associates will begin accruing PTO on the associates first full week of work. Part time associates are pro-rated based upon hours worked per week.

Section 3. An associate’s PTO benefits are accrued on a current calendar year (January 1 – December 31) basis at a rate of 1/52 per week per the eligibility schedule below. PTO benefits are expected to be taken during the calendar year in which it is accrued. Once PTO has been granted, the Employer shall not change it unless there are exigent circumstances. If the Employer cancels the scheduled time and the time off cannot be accommodated before the end of the year the PTO shall be rolled over to the subsequent year. PTO accrued hours will cap in accordance with DLSE at an annual accrual rate of 1.75%. Any rolled over PTO hours that were already scheduled and subsequently cancelled will not adversely affect the subsequent year accrual. Any rolled over PTO that was cancelled must be used within the first six (6) months of the year. Prior year accruals are drawn upon before current year accruals. PTO does not accrue while an associate is on an approved leave of absence, including FMLA leave, worker’s compensation, short or long term disability, layoff, strike or lockout or an absence resulting from discipline.

Years of Service	Eligibility Schedule Number of days/hours (Assumes 8-hour day, 40-hour work week)
<1	12 days/96 hours *Pro-rated based on start date
1	12 days/96 hours
2	17 days/136 hours
5	22 days/176 hours
15	27 days/216 hours
30	32 days/256 hours

Section 4. An associate's PTO benefits may be taken once they have accrued the time, or with approval may be taken in advance, but only up to negative forty hours (-40). In addition, non-probationary associates may take up to forty (40) hours unplanned PTO in advance. Associates who take PTO in advance will be required to fill out a form authorizing the Employer to deduct the advanced PTO from associate's final paycheck in the event that the associate is terminated or terminates employment before accruing the advanced PTO. PTO may be used in full or half day increments, unless specified differently by California law, and are subject to management approval as set forth herein.

Section 5. Requests for PTO will be considered as follows:

PTO bidding will start on or about November 30th and end on or about December 15th. All known PTO requests (full weeks, partial weeks, and single days) may be submitted during this time. The Employer shall post a calendar on which associates shall place their bid(s).

During PTO bidding, requests will be granted based on seniority.

The Employer will post the final PTO schedule on or about December 30th. NO PTO requests will be accepted until January 1st. The maximum number of approvals permitted per week will be no more than 10% of the total workforce – and no more than 10% of employees on any given shift – unless a greater number is approved by management as business may allow. (In the event that a shift has less than ten (10) associates, no more than one (1) associate will be permitted to take PTO at a time).

PTO requests submitted after January 1st are first come first serve and the Employer shall endeavor to provide an answer within seventy-two (72) hours if a denial. However, in the event that multiple associates make a request on the same day, seniority will prevail in the approval of PTO time.

Section 6. If an associate takes scheduled PTO, hours assigned as PTO shall be consistent with the associate's current daily work schedule for the day(s) taken (i.e., 8, 10, 12), with a maximum of 40 hours per week.

If an associate takes unplanned PTO (including when an associate leaves his or her shift early), hours assigned as PTO shall be consistent with the associate's current daily work schedule for the day taken (i.e., 8, 10, or 12 hours), plus any overtime scheduled in advance and worked on that day and/or any mandatory overtime called and worked on that day.

PTO is paid at the associate's current regular base rate of pay. PTO will not be counted as hours worked for purposes of computing overtime.

Section 7. Unused accrued PTO is paid out upon termination of employment unless said associate is terminated for admitted or proven dishonesty. Upon termination, any negative PTO balance will be deducted from the associate's final paycheck, in accordance with California law.

ARTICLE 11

401(k)

Section 1. All full-time associates governed by this Agreement shall have the ability to participate in the Employer's 401(k) plan, as provided for in the plan document. The Employer reserves the right to make changes to this plan as it deems fit, including changes to the plan administrator, available investment vehicles, and Employer contribution.

ARTICLE 12 HOURS OF WORK

Section 1. The workweek, for payroll purposes, will consist of seven (7) consecutive days beginning on Monday at 12:01 a.m. and ending on the following Sunday at 12:00 a.m. The workday for payroll purposes is defined as a period of twenty-four (24) hours commencing with the beginning of each associate's shift. Associates can be scheduled for work on any combination of days during the work week. For workweeks other than Monday through Friday, associates may bid for such schedule according to seniority. In any case, said associate must have requisite skills, ability, and qualifications. If not, enough associates are awarded the schedule, the schedule shall be assigned by inverse seniority.

Section 2. Nothing contained in this Agreement will be construed as a guarantee of any hours of work in a work week, day, or year. For workweeks less than forty (40) hours, associates may bid for such schedule. If not, enough associates are awarded the schedule, the schedule shall be assigned by inverse seniority.

Section 3. Nothing in this Agreement will be construed as a limitation on the number of hours to be worked per day, per week, or for any other period of time except as may be specifically provided in this Agreement or required under applicable state or federal law.

Section 4. Nothing in this Agreement will be construed as a limitation on the Employer's ability to change the composition of the workday and workweek, including, but not limited to, the length, timing, and frequency of associate work shifts. The Employer will make every effort to:

- notify associates as soon as practicable prior to any of these changes being made;
- make these changes by inverse seniority, provided the associate has the current skills to perform the job;

Section 5. Except in circumstances of operational emergency, no associate will be required to work more than twelve (12) hours in a day. Associates may volunteer to work more than twelve (12) hours at their discretion. An operational emergency is defined as a situation in which the business of the Employer will be impaired unless prompt action is taken by management.

Section 6. Any associate who is called back to work within thirty (30) minutes after he has punched out shall be guaranteed two (2) hours of pay at the appropriate hourly rate. Any associate who is called back to work more than thirty (30) minutes after he has punched out shall be guaranteed four (4) hours of pay at the appropriate hourly rate.

Section 7. Each workday an associate is required to report for work, and does report to work, but is not put to work or is furnished less than half said associate's usual or scheduled day's work the associate shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the associate's regular rate of pay, subject to CA IWC Wage Order exceptions.

Section 8. Any associate called to work on the associate's day off, and works, shall be provided four (4) hours work or pay.

Section 9. If the Employer needs to fill a position (or multiple positions) on a shift from within the Employer [which would involve moving an associate (or multiple associates) to a different shift], the Employer will first seek volunteers. The associate(s) with the highest seniority would be given the ability to fill the vacant position(s). If there is an insufficient number of volunteers, the associate(s) with the lowest seniority would be required to fill the vacant positions. Should it be necessary to change an associate's shift, or days of work, or fill a vacant position, associates shall be given a seven (7) day notice of such change, except in circumstances of operational emergency (as defined above). Moreover, if the Employer intends to change all associates' shifts, associates will be given one week notice, except in circumstances of operational emergency (as defined above).

Section 10. Associates are expected to be ready for work and in their assigned work stations at the start of their shift and remain in their assigned work area during their shift, subject to any applicable state or federal law, except for breaks and meal times. Associates are required to utilize time tracking procedures as directed by management and all "in" and "out" time tracking will be input by all associates.

ARTICLE 13 OVERTIME

Section 1. Associates will be paid at the rate of one and one half (1 ½) times their regular hourly rate for all hours worked in excess of eight (8) or ten (10) hours in a day (for those working a four (4) ten (10) hour shift) or forty (40) hours in a workweek. There will be no duplication or pyramiding of overtime and other premium pay for any reason.

Section 2. Double time will be paid at the rate of two (2) times an associate's regular hourly rate for all hours worked in excess of twelve (12) hours in a workday and in excess of eight (8) hours on the seventh consecutive day of work in a workweek.

Section 3. Daily overtime work is confined to associates in each facility by job classification. The Employer retains the sole discretion to determine in each instance if overtime work is required and how much overtime work will be needed. In all cases the associate must have the current skill and qualifications to perform the work.

1. End of shift overtime, the associate performing the work assignment is required to complete all overtime for that assignment. Associate(s) will not leave in the middle of an assignment unless excused by management.
2. Overtime is to be offered on a volunteer basis first by seniority from the shift and job classification regardless of job task. If not enough volunteer, inverse seniority shall prevail.

Section 4. If the Employer determines it needs to move an associate from working in one shift and/or job classification to the other it is to be done by seniority, so long as they have the skills and qualifications to perform the work.

Section 5. The Employer will make its best effort to notify associate(s) required to work overtime by their lunch break. An associate on PTO or other leave will not be included in the notification of overtime assignments.

Section. 6 When end of week/weekend overtime is available, it shall be assigned by seniority from the shift to those who have only worked five (5) days or less in said week (provided they have the skills and qualifications to perform the work). In no event shall an associate be mandated on less than eight (8) hours between shifts. The Employer will make its best effort to notify associate(s) by the first break of the day of the associate's last schedule workday of the week of overtime needs. If an insufficient number of associates volunteer, work will be assigned by inverse seniority to the remainder of those eligible. If the Company requires additional associates, it will be mandated to the required headcount regardless of days worked.

ARTICLE 14 MEAL AND BREAK PERIODS

Section 1. Consistent with production requirements and in accordance with California law, associates who are scheduled and work between 3 ½ hours to and including ten (10) hours will be provided a paid fifteen (15) minute break for every four (4) hours worked, or major fraction thereof. Associates who work more than ten (10) hours will be provided a third fifteen (15) minute paid rest break. Scheduled hours include hours that the associate is regularly scheduled to work, plus any overtime awarded or assigned up to the end of the associate's regular shift.

Section 2. A thirty (30) minute unpaid meal break will be provided to associates who work more than five (5) hours in the day (meal break may be waived provided associates do not work more than six (6) hours) and a second thirty (30) minute unpaid meal break to associates who work more than ten (10) hours in a workday, unless they have elected to waive such meal period and the total hours worked is no more than twelve (12) hours. The second meal period may be waived by mutual consent of the employer and the associate only if the first meal period was not waived. Meal waivers must be in writing.

Section 3. Consistent with applicable state and federal law, the Employer has the right to determine the times at which associates are permitted to take the meal and rest breaks outlined above.

ARTICLE 15 LEAVES OF ABSENCE

Section 1. General. The Employer may grant a reasonable leave of absence to an associate who has completed at least twelve (12) months of service upon written application. The associate shall be given a written notice of the terms and conditions of any leave of absence granted.

Section 2. Family and Medical Leave. The Employer will comply with all applicable state and federal laws that 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. Subject to state and federal law, the Employer reserves the right to require associates to use any paid time off concurrently with family and medical leave.

Section 3. Jury Duty. Regular associates who are required to serve on a jury and who lose work as a result of their service are eligible for the difference between their normal straight-time earnings and their documented jury duty compensation for each scheduled workday missed, not to exceed ten (10) days per calendar year. Associates must give the Company reasonable notice of jury service, which means that the associate must provide the Company with a copy of the summons within ten (10) days of the issuance of the summons. In accordance with California state law and with the exception of night shift associates, associates who are released from jury duty with at least one-half of a shift available for work must return to work for completion of their shift (unless alternative written arrangements have been made).

- a. The Employer shall not change the associate's days off or shift assignment in order to avoid payment of jury duty.

Section 4. Funeral Leave. 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 of a member of the immediate family or as necessary to take care of affairs in connection with the death. If the service is over 250 miles from the associate residence an additional day with pay shall be given. Upon request, additional unpaid time off may be granted. Documentation regarding proof of death and/or residency may be required before the Company issues payment.

- a. Immediate family is defined as current spouse, domestic partner, son, daughter, mother, father, brother, sister, grandfather, grandmother, grandchild, current mother-in-law, current father-in-law, stepparents, stepchildren, foster children, and relative living in the same household.

Section 5. Military Leave. Associates enlisting or entering the military of the United States will be granted all rights and privileges provided by applicable law.

Section 6. Voting Time. Time off for voting, if applicable, will be governed by California state law.

ARTICLE 16 UNIFORMS

Section 1. The Employer will provide new associates who are required to work any substantial period of time in a refrigerated area with insulated pants and jacket, gloves, and a hat. Any Employer issued clothing worn out due to normal wear and tear will be repaired or replaced by the Employer at no cost to the associate. Clothing lost or damaged due to associate negligence will be charged to the associate.

Section 2. Associates will be afforded a selection of insulated/safety toe boots to be worn at work from a list provided by the Employer or may choose to purchase their own boots (which must meet Employer safety and refrigerated Standards.) Upon presentation of a receipt the Employer will reimburse the associate up to \$75.00 towards the cost of the boots. Replacement of worn-out boots due to normal wear and tear shall be made upon notification by the associate to management

and a review of the boots. Boots lost or damaged due to associate negligence will be charged to the associate. Associates are responsible for reasonable upkeep of their Employer issued uniform and are responsible for washing same no less than twice per year.

Section 3. It is within the Employer's discretion to determine the types and brands of the refrigerated gear and boots that are issued to associates.

ARTICLE 17 SENIORITY

Section 1. The Employer recognizes the principle of seniority. Seniority is an associate's most recent period of continuous employment with the Employer in the bargaining unit. The Employer will post a seniority list two (2) times per year, by February 1 and August and provide the Union with a copy. Associates who wish to contest their placement on the seniority list must follow the procedures and time limits contained in the grievance procedure in Article 6.

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

- a) Termination;
- b) Voluntary quit;
- c) Failure to return to work on the specified date of recall following layoff
- d) Failure to perform any work for the Employer for a period of six (6) months and in no event longer than the associate's seniority. Leave period can be extended by mutual agreement between the Employer and the Employee.
- e) Failure to return to work on the specified date after a leave of absence or vacation unless incapable due to proven medical incapacity.
- f) An unexcused absence of three (3) consecutive work days without notifying the Employer unless incapable due to proven medical incapacity;
- g) Relieved from active work due to a permanent shutdown, in whole or in part, of operations at this location;
- h) Retirement.

Section 3. The Employer retains the right to rehire an associate who has either been terminated or voluntarily quits, but such associate will be considered a new hire for all purposes of this Agreement.

Section 4. Associates transferring in from other Americold facilities will be assigned a seniority date the day they begin work at their new assignment and maintain their original date of hire with Americold for the purpose of fringe benefits.

Section 5. Upon satisfactory completion of the probationary period, the names of such associates shall be placed on the seniority list. No associate has seniority rights until he or she has completed the probationary period.

Section 6. Associates hired on the same day will have their seniority order determined by the associate's by last four digits of their social security number with the lowest number having the greatest seniority.

**ARTICLE 18
LAYOFF AND RECALL**

Section 1. In the event of a reduction in the workforce, the principle of seniority will govern. If, however, this results in the layoff of an associate in a highly skilled position, the Employer will not be required to layoff such individual, unless there is another associate (with greater seniority and who is not subject to layoff) who the Employer determines to be qualified and willing to bump into that highly skilled position.

Section 2. When the Employer initiates a recall, associates will be recalled in the reverse order in which they were laid off, provided, however, that associates being recalled have the skills, ability and qualifications to perform the work.

Section 3. A recall notification will be in accordance to Article 3. Associates failing to respond by any verifiable means within three (3) days will be considered as having voluntarily resigned their employment.

Section 4. The Employer may offer voluntary time off (VTO) as needed, VTO will be offered by seniority, by job classification, by shift. Associates accepting VTO will not be compensated for the hours lost. Retained associates must have the current skills and be qualified to perform the remaining work. If enough volunteers are not secured the less senior in the classification, on shift will be mandated to take the time off.

**ARTICLE 19
JOB POSTING**

Section 1. When the Employer determines that a permanent vacancy exists, the Employer will post the job for five (5) days. Associates desiring to bid on a vacancy must sign the posting within the allotted five (5) days. Prior to the permanent vacancy being filled, the Employer has the right to temporarily fill the permanent vacancy by any means.

Section 2. The Employer will select the successful candidate for the permanent vacancy based on skill, ability, qualifications, and work performance (which includes an associate's attendance, safety, productivity, and disciplinary record). In cases where two associates are qualified, seniority shall 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. At the completion of the interview process, if no associates were deemed qualified to fill a highly skilled position, the Employer has the right to hire a non-associate applicant.

Section 3. When a shift vacancy opens, warehouse associates wishing to change shifts must sign the posting. Seniority will determine which associates are awarded the open positions. If no associate submits a bid, the Employer may fill the position from any source, including reverse seniority order.

Section 4. An associate must remain in a new job for a minimum of six (6) months before bidding on another job posting and twelve (12) months if the job is a highly skilled position. An associate who changes shifts pursuant to Section 3 must remain on that shift for six (6) months.

Section 5. Temporary vacancies of less than thirty (30) days (or when the Employer has a need to temporarily move associates) will be filled at the Employer's discretion without the need to post the job.

ARTICLE 20 EMPLOYER RULES AND DISCIPLINE

Section 1. The Employer will have the sole right to establish, revise or add reasonable work rules for attendance, tobacco, drug and alcohol/substance abuse, functional testing, and safety rules by which all associates will abide. The Employer will also have the right to establish, revise or add a disciplinary policy to address associate violations of these rules. The Employer rules and/or disciplinary policy will become effective five (5) days after they have been posted in the workplace and the Union has received a copy.

Section 2. Associates are expected to sign all necessary forms relating to their employment with the Employer.

Section 3. The Employer will have the right to discharge or suspend for just cause. Progressive discipline will be applied before termination, except in cases of serious or gross misconduct, including but not limited to dishonesty, use of illegal drugs, theft, forgery, drinking or fighting on Employer property, bringing a weapon on Employer property, gross negligence resulting in accident while on Employer property, unauthorized use of Employer equipment, giving false information at time of application, gross insubordination, willful damaging of property owned or in custody of the Employer, taking sick leave under false pretenses, and falsification of the Family Medical Leave Act, disability, and/or workers' compensation.

Section 4. All progressive discipline will be presented to the associate within a reasonable period of time.

Section 5. Discharge of an associate must be accompanied by proper written notice to the associate and the Union.

Section 6. Associate discipline shall not be built upon if it is over twelve (12) months old.

ARTICLE 21 PRODUCTION REQUIREMENTS AND INCENTIVE PLANS

Section 1. The Employer may establish, implement, revise and/or continue reasonable systems of production requirements and/or expectations.

Section 2. 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. The Employer shall offer and meet with the Union to discuss this program at least twenty-one (21) days (but no later than thirty (30) days) prior to implementation or change.

**ARTICLE 22
BULLETIN BOARDS**

Section 1. The Employer agrees to provide suitable space for the posting of notices of Union meetings and other official Union business by elected or appointed officials of the Union. The Union will share with the Employer a copy of all postings. The Union, on behalf of itself and its members, agrees that it will not post any notice, letter, or document that derogates or impugns the Employer, its officers, managers, supervisors, agents, attorney, shareholders, etc., or the Employer's reputation and business, or the Employer's customers, vendors, and suppliers, and the Employer retains the right to remove such posting without prior notice to the Union.

**ARTICLE 23
UNION STEWARDS**

Section 1. The Employer recognizes the right of the Union to designate two (2) Stewards and one (1) alternate from the workforce.

Section 2. The authority of Stewards shall be the following duties and activities:

- With prior management approval the investigation and presentation of grievances in accordance with the provisions of Article 6 during working hours;
- The transmission of messages and information which originates with and are authorized by the Local Union or its officers, provided these messages and information have been reduced to writing; or if not reduced to writing, are of a routine nature and do not involve a work stoppage, slowdown, refusal to handle goods, or any other interference with the Employer's business.

Section 3. The Union agrees that in the conducting of their responsibilities as Stewards that there will be no disruption of the Employer's operations due to a lack of available associates.

Section 4. Upon two weeks' notice to the Employer, one Steward at a time may be excused to attend one day Stewards training seminar, per calendar year.

**ARTICLE 24
PLANT VISITS**

Section 1. Duly authorized representatives of the Union who are not employed by the Employer shall be permitted to visit the Employer's place of business to see that this Agreement is being fully observed and enforced. Union representatives shall not interfere with the operation of the plant and shall notify the Employer prior to arrival and follow all Americold Visitor Safety and Workplace Rules. Except as provided below, the Union will restrict its visits to break and lunchrooms and other nonworking areas. The Union Representative will be escorted by management when visiting working areas. The Employer recognizes that the Union has a reasonable expectation of privacy while meeting with a bargaining unit member. Such access shall not be unreasonably denied.

**ARTICLE 25
NO STRIKE/NO LOCKOUT**

Section 1. During the term of this Agreement, there will be no strike, work stoppage, picketing, honoring of any picket line whatsoever, work slowdown, sympathy strike, deliberate withholding of production, boycott (primary or secondary), or any other form of economic pressure directed against the Employer or any of its services on the part of the Union, its members, or any individual covered by this Agreement. The Employer will not lock out any bargaining unit associate during the term of this Agreement.

Section 2. Neither the violation of any provisions of this Agreement nor the commission of any act constituting an unfair labor practice or otherwise made unlawful by any federal, state or local laws will excuse associates, the Employer or the Union from their obligations under this Article's provisions.

Section 3. In the event of any breach of this Article, the Union will immediately declare that such action is unauthorized, will immediately tell its members to resume their normal duties and continue to take any necessary action to correct the problem in an attempt to restore the Employer to full operation.

Section 4. In the event the Union fails to take the actions described in Section 3, the Union will be held responsible for the actions of its members. If the Union authorizes, supports, promotes, or condones any violation of this Article, the Employer will have all rights the law provides.

Section 5. Should an associate be disciplined for breach of this Article the Union shall only have the right to grieve and arbitrate the question of whether or not an associate actually engaged in a breach of this Article and what is the appropriate discipline.

**ARTICLE 26
EXTRA 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.

**ARTICLE 27
SAFETY COMMITTEE**

Section 1. The Employer and Union agree that maintaining sanitary, safe and healthful working conditions in the workplace is important. To that end, the Employer will continue the current Safety Committee. It will have no less than three (3) bargaining unit members with one being a union steward. The Safety Committee will meet monthly during normally scheduled business hours.

Section 2. The purpose of the Safety Committee will be to promote health, safety and a safe work environment.

ARTICLE 28
SEPARABILITY, SAVINGS AND COMPLETE AGREEMENT

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

Section 2. The Employer and the Union agree that the relations between them will be governed by this Agreement. Modifications to this Agreement will not be controlling unless reduced to writing and signed by the Employer Labor Relations Department 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 specifically 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 29
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. Effective with the ratification of this Agreement, associates hired post ratification shall pay a maximum of thirty percent (30%) of the premium cost of the health and welfare plan they have selected, and associates hired pre ratification shall pay a maximum of twenty-five percent (25%) of the premium costs of the health and welfare plan they have selected. Employees may opt to waive coverage.

Section 3. Eligible associates may participate in the Company 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.

ARTICLE 30
WAGES

Section 1. The hourly wages contained in this Agreement are considered minimum rates. The minimum rates are outlined in Appendix A. Any increases applicable to these minimums shall be outlined in this Agreement.

Section 2. All wage increases, whether annual or progression, will be effective on the first payroll period beginning after the applicable contractual increase date.

Section 3. Associates offered and accepting light duty work assignments as a result of an on-the-job injury will receive eighty-five (85%) of their base hourly rate for all hours worked when combining the amount received from worker compensation and the amount paid by the Employer. Associates on light duty will not be afforded or worked in excess of eight (8) hours in a day or forty (40) hours in a week. The Employer Policy for Transitional Return to Work shall be recognized by the parties under this agreement unless modified by this agreement. In the event that the Employer offers light duty work in a non-covered position, the Union shall have no right to thereby claim that work as covered work.

**ARTICLE 31
DURATION OF AGREEMENT**

Section 1. This Agreement shall be in full force and effect from January 1, 2024, through December 31, 2028, at midnight and shall continue in force and effect thereafter from year to year unless written notice of desire to change, modify, renegotiate, or terminate the terms of this Agreement is served by either party upon the other, not later than sixty (60) days prior to the date of expiration.

This Agreement is automatically extended beyond expiration date until either party gives notice of termination. No strike or no lockout can occur until a period of seventy-two (72) hours has elapsed from time of notice by one party to the other of intent to strike or lockout, which notice shall not be given and not be effective while the Agreement is in force.

With their signatures, authorized representatives of the Employer and the Union have agreed to this Collective Bargaining Agreement on the 1st of February of 2024.

FOR THE EMPLOYER:

By: 

Americold
David Goodall
Director of Labor Relations

FOR THE UNION:

By: 

UFCW Union Local 324
Matt Bell
Secretary-Treasurer, UFCW 324

APPENDIX A

Section 1. Associates permanently assigned to a second or third shift will receive a shift differential of thirty-five (\$.35) cents per hour worked.

Section 2. Associates appointed to and working Lead and/or Trainer positions will receive one dollar twenty-five cents (\$1.25) per hour premium.

Section 3. One Associate shall be considered primary USDA and will receive one dollar twenty-five cents (\$1.25) per hour premium. One Associate shall be considered secondary USDA and will receive fifty (\$.50) cents per hour premium for working such positions.

LTO	Current	Ratification	1/1/2025	1/1/2026	1/1/2027	1/1/2028
Start	\$ 17.73	\$ 20.57	\$ 21.39	\$ 22.03	\$ 22.69	\$ 23.37
6 Months	\$ 18.53	\$ 21.00	\$ 21.84	\$ 22.50	\$ 23.18	\$ 23.87
1 Year	\$ 19.34	\$ 21.50	\$ 22.36	\$ 23.03	\$ 23.72	\$ 24.43
18 Months	\$ 19.87	\$ 22.00	\$ 22.88	\$ 23.57	\$ 24.28	\$ 25.00
2 Years	\$ 20.41	\$ 23.00	\$ 23.98	\$ 24.76	\$ 25.56	\$ 26.39
Above Top Pay		3.25%	4.25%	3.25%	3.25%	3.25%

Warehouse Laborers	Current	Ratification	1/1/2025	1/1/2026	1/1/2027	1/1/2028
Start	\$ 15.42	\$ 19.00	\$ 19.76	\$ 20.35	\$ 20.96	\$ 21.59
6 Months	\$ 16.02	\$ 19.50	\$ 20.28	\$ 20.89	\$ 21.52	\$ 22.16
12-Top	\$ 16.62	\$ 20.00	\$ 20.85	\$ 21.53	\$ 22.23	\$ 22.95
	\$ 16.92					
	\$ 17.19					

Wage increases, whether annual or progression, will be effective on the first payroll period beginning after the applicable contractual increase date.