

A G R E E M E N T

BETWEEN

CHIQUITA FRESH NORTH AMERICA

AND

TEAMSTERS UNION LOCAL NO. 630



Effective

FEBRUARY 1, 2015

to

JANUARY 31, 2020

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CHIQUITA FRESH NORTH AMERICA

AND

TEAMSTERS LOCAL NO. 630

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AGREEMENT

CHIQUITA FRESH NORTH AMERICA AND TEAMSTERS UNION LOCAL NO. 630

EFFECTIVE FEBRUARY 1, 2015 through JANUARY 31, 2020

PREAMBLE

THIS AGREEMENT is effective as of February 1, 2015 and supersedes and succeeds the Agreement between the Parties dated February 1, 2010 through January 31, 2015. The Agreement is made and entered into between CHIQUITA FRESH NORTH AMERICA, hereinafter referred to as the EMPLOYER, and the FOOD, INDUSTRIAL AND BEVERAGE WAREHOUSE, DRIVERS AND CLERICAL EMPLOYEES UNION, LOCAL 630, Affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS., hereinafter referred to as the UNION. This agreement was reached pursuant to timely notification of intent to terminate, extend and/or modify the agreement between the EMPLOYER and the UNION effective February 1, 2010 through January 31, 2015.

ARTICLE I - GENERAL PROVISIONS (RECOGNITION, NON-DISCRIMINATION, NON-EXCLUSIVE HIRING HALL, REPORTING PROCEDURES FOR NEW EMPLOYEES, UNION SECURITY

1. The Employer, do hereby recognize the Union as the exclusive representative of all employees in the unit subject to this Agreement, and the Union does hereby recognizes the Employer who employs employees in the unit subject to this Agreement, for the purpose of collective bargaining with respect to hours, wages and other terms and conditions of employment and with respect to the handling of grievances arising under this Agreement, provided that this Agreement does not cover clerical or office employees, janitors or those employed in a

supervisory capacity as defined by Section 541.1 of the Fair Labor Standards Act.

2. It is agreed that all present members who are employees, defined, as coming under the provisions of the Agreement in Section 1 must remain members thereof in good standing. In the event of expulsion or suspension of a member of the Union for the non-payment of Initiation Fee or Dues, the Employer agrees to discharge such employee within twenty-four (24) hours after the receipt of written notice of such action from the Union. The Union will, upon request by the Employer, furnish a list of experienced and qualified workers to fill any available job. The Employer agrees in hiring new employees to give preference to men/women who have been laid off due to slack business.

3. It is further agreed that an Employer is free to employ any qualified persons to fill a vacancy and shall not be required to employ a member of the Union.

4. It is mutually agreed that, in the administration of the provisions of this Agreement, there shall be no discrimination because of an individual's race, color, creed, sex, age, national origin or handicap or because of membership or non-membership in the Union, subject to Article I, Paragraph 5 hereof.

5. Each present employee who is not a member and each new employee must become a member of the Union thirty-one (31) days from the date of employment or the date of this Agreement, whichever is later and thereafter remain a member of the Union in good standing. In the event that portion of the Labor-Management Relations Act of 1947, which covers this Paragraph 5 is changed, modified or abandoned, ten (10) days shall become the maximum period of time in which an applicant shall become a member in good standing.

6. All new employees shall report to the Union in person on the first day of employment to assure compliance with the provisions of this Agreement.

7. The Employer agrees to notify the Union within the first thirty (30) days of employment of any hires or returns to active payroll. In the event an Employer fails to notify the Union of such hire and the Union loses money in initiation and/or dues as a result, the Employer will pay to the Union all such lost monies. It is also agreed that the Employer will promptly notify the Union of all terminations.

ARTICLE II - JOB SECURITY

1. Employee status hereunder shall be defined as follows:

(a) Regular Employee. A person who is hired as a Regular Employee and works for more than 90 days.

2. The Employer has the right to discharge any Regular Employee for just cause, provided the employee has previously been the subject of a: 1) verbal warning; 2) written warning notice, and 3) suspension, copies of which were provided to the Union. However, in cases involving dishonesty; intoxication or drinking while on duty; being under the influence of or possessing while on duty any non-prescribed drugs; use of illegal narcotics; carrying unauthorized passengers; gross insubordination; destruction of the Employer's property; or fighting, the Employer may immediately discharge an employee without notice.

3. Any disciplinary action issued in conformity with this Article shall remain in effect for a period of no more than nine (9) months from the date such warning notice was issued; provided that, in cases where an employee alleges a violation of this Article before an arbitrator per Article XVII, the employee's entire employment record shall be considered in resolving any such dispute.

4. The first ninety (90) days of employment for all Regular Employees shall be a

probationary period during which period said employees shall be subject to discharge without cause.

5. Seniority shall prevail in promotions, qualifications, and ability to perform work as required being equal. Seniority shall prevail in choice of vacations. Terminations, layoffs in excess of one hundred & eighty (180) days and voluntary quits shall break seniority.

6. Job Posting. The Employer shall post notices of any promotional job which is vacant so that interested employees may have knowledge of it. Such notice shall be posted in a conspicuous place for at least five (5) days and shall indicate to whom the employee may make his interest in the opening known. Selection to fill such vacancy shall be made by the Employer in accordance with the provisions of Article II, Section 5, Job Security. When selection is made, the name of the employee selected shall be posted.

7. An employee laid off due to a reduction in work force may exercise his/her seniority to displace an employee with less seniority in a parallel or lower rated job classification provided the more senior employee has the present skill and ability to perform the available work.

8. Recall Notification. Employees not having a telephone, or employees who may not be reached by telephone, shall be notified of available work by delivered telegram directed to the last known address by the Employer. Such notice, whether by telephone or Certified Mail shall include the reporting time for work. It shall be the sole responsibility of the employees to keep the Employer advised of their current addresses and telephone numbers, if available, by telephone.

Notice of recall shall be given at least 72 hours prior to the time an employee is scheduled to report for work. An employee who fails to contact his/her Employer within 24

hours of the time he/she is scheduled to report for work shall lose the right to be recalled to the job for which notice was given and shall remain on layoff status subject to the terms of this Agreement.

Any employee who fails to report for work after notice of recall and response thereto shall be terminated, unless said failure is due to circumstances beyond the control of the employee, in which case the employee shall be considered to be still on layoff and subject to recall as provided herein.

9. It is the intent of the parties to this Agreement that the wages, hours, working conditions and fringe benefits embodied herein, which have been arrived at through the years of collective bargaining, shall be preserved and maintained.

10. **PRESERVATION OF WORK.** Employer agrees that no bargaining unit work will be subcontracted if it directly results in the displacement of a bargaining unit employee.

ARTICLE III - CHECK-OFF

1. The Employer agrees to withhold and to remit promptly to the Union an initiation fee and monthly dues from the paycheck of each employee covered by this Agreement in accordance with a written order, which the Union agrees to furnish, signed by each individual employee. All monies withheld on check-off shall be in the business office of Local 630 no later than the 15th day of the current month. In the event of non-compliance with the foregoing provision, the Employer agrees to pay, in addition, a penalty fee in the amount of ten percent (10%) of the check-off monies due for each calendar week until such monies do arrive at the business office of Local 630. All such penalty fees shall be remitted to the City of Hope Charity.

2. The Union agrees to indemnify and hold harmless the Employer and the

Association from any and all liability, which may arise out of the application of the provisions of this Article.

ARTICLE IV - MANAGEMENT RIGHTS

1. All Management functions, whether heretofore or hereafter exercised, and regardless of the frequency or infrequency of their exercise, shall remain vested exclusively in the Employer. It is expressly recognized that such functions including but are not limited to, the full and exclusive control, management and operation of the plant, and direction and supervision of the working forces, the right to determine the extent to which and the means and manner by which the plant and various departments shall be operated or shut down or production of working forces reduced or increased, the right to hire, schedule, promote, demote, transfer, discipline and lay off employees, provided only such functions shall not be exercised contrary to any provision contained in this Agreement or any Law.

2. The employer shall have the right to implement and enforce reasonable rules and policies. A copy of any such rules and policies will be sent to the Union at least ten (10) days prior to the implementation.

ARTICLE V - UNION VISITATION

1. The representative of the Union shall have the express right at any time to call upon the Executive Vice President of the Employer, or his/her designated representative for the purpose of administering the provisions of this Agreement, and with him/her may inspect time or employment records dealing with the interpretation of this Agreement provided that there shall be no interference with or interruption of the Employer's business operations.

2. The Employer will grant the authorized agent of the Union reasonable access to its business premises as necessary for the purpose of administering the provisions of this Agreement. Said agent shall immediately identify himself/herself to the Employer's supervisor in charge, and there shall be no interference with or interruption of the Employer's work operations.

3. There shall be no solicitation whatsoever *on* working time for purposes other than administration of the provisions of this Agreement.

ARTICLE VI - HOURS OF WORK

1. The Employer shall establish a regular and uniform starting time for each Regular Employee. In the event there is a change in the starting time for any Regular Employee, two (2) calendar days advance notice shall be given to such employee. Whenever the Employer fails to give said notice, he shall pay premium pay for the time and one-half the applicable hourly rate for all time worked prior to the last scheduled starting time, not to exceed the two (2) day period, except as provided in Paragraph 2 of this Article.

2. In the event there is a change in the starting time for any Regular Employee due to an emergency, the Employer can call in a replacement employee subject to availability of the regularly scheduled employee.

3. The employee's workweek shall be either five (5) consecutive 8-hour days in six, with Saturday and Sunday being premium days, or four (4) 10-hour days per week, with Sunday being a premium day. The existing practice regarding an employee's regular Monday shift starting on Sunday night shall remain unchanged. Also, the Employer may schedule their employees Tuesday through Saturday as a regular workweek with Saturday being paid as a straight time day.

4. 50% of Regular Employees may work five (5) 8-hour days in six, Monday through Saturday with Saturday being a straight-time day.

Assignments of split workweek shall be assigned to the least senior employees or by rotation if mutually agreed upon by employees and Company.

5. All work shall be performed in straight shifts with only mealtime off during the shift. It is mutually agreed that each firm shall keep accurate time records for all employees.

6. Implementation of a four (4) day, 10-hour per day work schedule, pursuant to Paragraph 3 of this Article, shall be allocated on the basis of seniority.

7. Ten (10) hours work per day shall be offered each employee. Should any employee working a ten (10) hour shift request to work less than ten (10) hours, he shall be paid at his regular hourly rate for the time actually worked.

8. All employees working such ten (10) hour shifts shall receive at least two (2) consecutive days off each calendar week.

ARTICLE VII - OVERTIME

1. The Employer has the right to require employees to work overtime and refusal to work overtime may constitute grounds for discipline or discharge. Overtime shall be offered to employees in accordance with their seniority, and shall be assigned to employees in reverse seniority order.

2. All time worked in excess of forty (40) hours in any one week or in excess of eight (8) hours in any one day shall be paid for at the rate of one and one-half (1 1/2) times the employee's regular straight time hourly rate, except as provided in Article VI, Paragraphs 3 and 7.

3. Payment of overtime or premium rates shall not be duplicated for the same hours worked.

4. In the event any employee is called in for work on any given day and duly reports, then said employee shall be guaranteed four (4) hours work or pay in lieu thereof.

5. Except as provided in Article VI, Paragraph 4, work performed by any Regular Employee on any Saturday or Sunday shall be paid for at the rate of one and one-half times the employee's regular straight time hourly rate, except that Receivers and Helpers commencing their regular work week on Sunday, and Drivers going to the country on regular schedules, shall not be paid overtime for Sunday work as such.

6. Work performed by any employee on the sixth (6th) day worked in any one work week shall be paid at time and one-half (1 ½) the regular straight time rate of pay. Work performed by any employee on the seventh (7th) day worked in any one work week shall be paid at double the regular straight time rate of pay.

In case an employee is voluntarily absent a day or part of a day during the week due to causes beyond his control, employee may work on the sixth (6th) or seventh (7th) day to make up the forty (40) hour week without overtime, if mutually agreeable to Employer and employee.

Call in pay shall not apply if failure to provide work is due to Acts of God, power or water failure, plant shut down or any reason beyond the control of the Employer.

7. In the event that Fair Labor Standards Acts shall be amended during the term of this Agreement to provide greater benefits to employees by establishing a different workweek or overtime rate, then such revisions shall automatically become a part of this Agreement upon the enactment of such amendment.

8. Complaints in regard to wages and overtime by any employee shall be filed with

the Employer by the Union within 30 days of its occurrence. In the case of an award, there shall be no limitation of the Employer's liability under this Article.

ARTICLE VIII - HOLIDAYS

1. The following holidays shall be observed, for which the Employer agrees to pay any employee with at least thirty (30) days' service with the Employer, for eight (8) hours at the straight-time hourly rate of pay for the classification involved.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
July 4th	Christmas Day
Floating Holiday	New Year's Eve
Labor Day	

2. When an employee is required to work on a holiday, he shall be paid, in addition to the regular salary, a holiday premium of one and one-half (1 ½) times his regular rate for eight (8) hours, or ten (10) hours if working a regular ten (10) hour day.

3. If a holiday falls on an employee's regular day off, then such employee shall receive an additional day off or a day's pay.

4. If a holiday falls within an employee's vacation period, he shall receive a holiday premium of eight (8) hours pay in addition to his vacation pay.

5. The workweek shall not be changed in a holiday week.

6. In order to be entitled to Holiday pay, a Regular Employee must work his/her scheduled workday immediately preceding and immediately following the holiday, except for excusable absences such as illness or injury. An employee absent from work due to illness or

injury shall be entitled to Holiday pay for any holidays that occur during the first thirty (30) calendar days of such absence.

7. Employees shall schedule their Floating Holiday according to Seniority and by mutual agreement with the Employer. Floating Holidays must be taken in the calendar year they are earned and may not be carried over to the following year.

8. If any of the above-listed holidays falls on a Saturday, each eligible employee shall observe the Friday before or the Monday after at the discretion of the Association. At least one week's advance notice shall be given prior to the above.

9. If any of the above-listed holidays falls on a Sunday, such holiday shall be observed on the following Monday.

10. As has been practiced in the past, payment of Holiday pay shall continue to be considered as time worked for the purpose of computing overtime when the Holiday falls on an employee's regularly scheduled day of work.

ARTICLE IX – PAID TIME OFF

1. All Regular employees who have completed ninety (90) days of service up to five (5) years of service, will receive Paid Time Off, accrued at the rate of 1.85 hours per pay period. Employees may have a maximum balance of one hundred thirty-six (136) hours of Paid Time Off in their account. Once the employee has reached the maximum balance, then no more Paid Time Off shall accrue until the employee has used some of his/her Paid Time Off balance.

2. All Regular employees who have completed five (5) years of service but less than ten (10) years of service will receive Paid Time Off, accrued at the rate of 2.625 hours per pay period. Employees may have a maximum balance of one hundred seventy-six (176) hours of

Paid Time Off in their account. Once the employee has reached the maximum balance, then no more Paid Time Off shall accrue until the employee has used some of his/her Paid Time Off balance.

3. All regular employees who have completed ten (10) years of service will receive Paid Time Off, accrued at the rate of 3.39 hours per pay period. Employees may have a maximum balance of two hundred sixteen (216) hours of Paid Time Off in their account. Once the employee has reached the maximum balance, then no more Paid Time Off shall accrue until the employee has used some of his/her Paid Time Off balance.

4. No Paid Time Off shall be accrued while an employee is absent from work for any reason.

5. Accrued Paid Time Off shall be used by the employee at a time mutually agreed to by the Employer and the employee. If two or more employees ask for the same time period off and they cannot all be accommodated due to business needs, then the employee with the most Seniority shall be granted the time off requested.

6. No Paid Time Off will be paid to an employee whose employment terminates prior to the completion of ninety (90) days of service. After the employee has completed ninety (90) days of service, then all accrued but unused Paid Time Off shall be paid to the employee at time of termination of employment.

7. Employees are not allowed to "cash out" any Paid Time Off. Employees must take time off from work in order to receive Paid Time Off.

ARTICLE X - LEAVE OF ABSENCE

1. The Employer may grant a reasonable leave of absence to an employee upon

his/her written application submitted on a form designated for this purpose by the Employer. The employee and the Union shall be provided a written notice of the terms and conditions of any such leave of absence granted.

2. The employer agrees to comply with any Federally or State mandated family or medical leave acts.

3. Any employee who undertakes 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 shall be considered to have terminated his/her employment as of the last day worked.

ARTICLE XI - DISABILITY LEAVE

1. A disability (including maternity) leave of absence which is requested in writing by an employee will be granted by the Employer providing that satisfactory medical proof substantiates the necessity thereof.

2. Any employee requesting a disability leave of absence or renewal thereof, or returning to work after a disability leave, may be required to submit to a medical examination by a doctor designated by the Employer at the Employer's expense. An employee returning from a disability leave shall notify the Employer five (5) days prior to the date of return.

3. It is agreed that an employee who has been under a doctor's care or who has been off work for any extended period of time because of illness or disability shall furnish the Employer with a doctor's release, indicating that the employee is fit to return to work and able to perform all normal duties on a regular basis.

4. Employees with less than one (1) year seniority who have a non-industrial illness

and/or injury and are eligible for group Health and Welfare benefits shall not lose employment or seniority provided the employee returns to work within a period of ninety (90) days from the last date worked and is able to perform his/her normal duties.

5. Employees with one (1) or more years of continuous employment who are eligible for group Health and Welfare benefits and are off work due to a non-industrial injury and/or illness shall have Health and Welfare benefits for a period of ninety (90) days from the last date worked. Full seniority shall continue for a period of one hundred eighty (180) days from the last date worked.

6. Eligible employees off work due to an industrial related injury and/or disability shall have group Health and Welfare benefits in effect for a period of one hundred eighty (180) days from the last date worked.

7. Eligible employees off work due to an industrial related injury and/or disability shall not lose employment or seniority provided that the employee returns to work within a period of one (1) year and is able to perform all normal duties on a regular basis.

8. **DRUG AND ALCOHOL POLICY-** The Employer and the Union agree that the Drug and Alcohol Policy shall be addressed in a separate document which document shall be titled "Alcohol and Drug Abuse Policy."

9. The Employer agrees to comply with the current A.D.A. language and any and all other Federally or State mandated programs which address employees with disabilities.

ARTICLE XII - FUNERAL LEAVE

Employees shall be allowed two (2) days' funeral leave with full pay for a death in the immediate family if such employee was in attendance at the funeral. Immediate family shall be

defined as the employee's parents, spouse, children, siblings, current mother-in-law or father-in-law, grandparents and grandchildren.

ARTICLE XIII - HEALTH AND WELFARE ¶

1. Death Benefits and Medical Hospital, Dental, Vision and Prescription Benefits.

The parties hereto agree to continue for the duration of this Collective Bargaining Agreement group Hospital and Medical Insurance, Life insurance, Dental Insurance, Vision Care Insurance and Prescription Drug Insurance for eligible employees in the payroll of the company on May 22, 2010 (date of ratification of this Agreement).

(a) Insurance booklets and brochures are available at Associated Produce Dealers and Brokers of Los Angeles, Inc.'s office, at 1601 E. Olympic Blvd., Suite # 312, Los Angeles, CA 90021.

(b) The Employer shall continue to provide to the employees, the benefits agreed upon during the course of the negotiations of this Collective Bargaining Agreement. Each eligible employee and his/her dependents shall be covered by a quality HMO medical plan. The Employer reserves The right to change carriers at any time provided it gives the Union Thirty (30) days advance notice.

(c) Effective April 1, 2005 the medical plans available shall be HEALTH NET SALUD PLAN 19Q

(d) COST CONTAINMENT CONTROL. Under Health Net Salud Plan 19Q, Doctor visits will carry a \$15.00 co-payment, and Hospitalization a 20% co-payment for outpatient or \$250 if admitted, with



an annual maximum of \$1,500 per member and \$4,500 per family.

- (e) In order to maintain the level of negotiated benefits, the Employer agrees to make 100% of the Health and Welfare premium payments on behalf of each employee and his/her eligible dependents, subject to the cap discussed below.
- (f) In the event of disputed Health and Welfare claims arising hereunder, the Executive Vice President of the Associated Produce Dealers and Brokers of Los Angeles, Inc., which administers these benefits or his representative, shall meet with the Union representative in order to resolve such dispute.

2. **Dental Care.** The Employer agrees to make necessary contributions each month on behalf of each Regular Employee into the Employer Insurance Trust Account for the purpose of providing dental care benefits for Regular Employees and their eligible dependents. The coverage will be a quality dental program, which shall be described as either Western Dental Plan or PMI Delta.

3. **Extended Benefits to Employees on Sick Leave and Total Disability.** The parties agree that all benefits and coverage under group Hospital and Medical insurance shall be extended to all employees on sick leave and that major benefits shall be extended for a maximum of twelve (12) months for a totally disabled insured. It is understood that this twelve (12) month extended coverage applies to the disabled covered insured only.

4. **Vision Care.** The Employer shall make necessary contributions per month on behalf of each Regular Employee into the Employer Insurance Trust Account held by the Association and to be used for the sole purpose of providing Vision Care Insurance.

5. **Prescription Drug Insurance.** The Employer shall make necessary contributions per month on behalf of each Regular Employee into the Employer insurance Trust Account to be used for the sole purpose of providing Prescription Drug insurance, subject to the cap discussed below. Effective April 1, 2010, such benefits shall be described as a \$10.00 generic drug, \$25.00 brand name drug and \$35.00 non-formulary drug co-payment prescription card.

6. **Maintenance of Benefits.** The Employer agrees to be responsible for all premiums of the above benefits for employees and their eligible dependents until January 31, 2016. Effective March 1, 2016 and effective each March 1 thereafter the Employer will pay up to an additional \$40.00 per month for the Health and Welfare premium. The premium caps set forth above shall be paid on a rolling basis. This means that in the event the total amount of the monthly premium increase in any year is less than the maximum amounts set forth above, the difference between the actual amount of the monthly increase and the maximum amounts set forth above shall be rolled over and added to the next year's \$40.00 maximum. This rolling cap is cumulative.

In the event the total additional monthly contribution required to maintain benefits exceeds any cumulative amount the parties agree that the Employer will make the total required contribution and the amount of the monthly contribution in excess of the cumulative amounts specified herein will be paid to the Employer by the affected employees by means of a payroll deduction.

8. **Buy up Option.** Employees shall have the option to buy up to The Health Net open network by means of a payroll deduction. The share of the monthly premium cost to the employee will be the difference in monthly premium cost of The Health Net Salud plan and the Health Net open network plan. The Health Net open network plan available for the buy up will be

plan S4R Silver Plan. The cost of the buy up will be \$163.93 per month until February 28, 2011.

9. **New Hired Employees.** Employees hired after May 22, 2010 (date of ratification of this Agreement).

(a) Employer will provide coverage for "employee only" under Health Net Salud plan 19Q.

(b) Employer cost for Medical and Prescription Drug coverage shall be capped at \$350.00 per month for the life of this Agreement.

(c) New hired employees will be eligible for employee only Medical and Prescription drug benefits once they have completed their State and/or federal waiting period.

(d) New hired employees will not be eligible for Dental or Vision coverage. New hired employees will be eligible for Dental, Vision and Life Insurance coverage the first month following six (6) consecutive months of employment.

(e) New hired employees eligible for benefits will be given the option to buy up dependent coverage through a payroll deduction.

10. The Employer and the Union agree to comply with the current law regarding COBRA implementation.

ARTICLE XIV - WAGES

1. Effective February 1, 2015, wages shall be paid by the Employer to employees according to the wage scale attached as Exhibit "A."

2. Cost of living increases shall remain frozen for the life of this Agreement.

3. Experienced persons who are hired as new employees by the Employer will be

hired at the appropriate contract classification rate. Provided that said experienced persons have been employed for a Produce Company covered under a Teamster Labor Agreement during the last six (6) months immediately prior to being hired.

(a) Employees hired after February 1, 2010 will be expected to achieve the full journeyman rate after completion of their progression, but will be hired according to the following schedule:

DRIVERS:

1st 6 months - 70%

2nd 6 months - 80%

3rd 6 months - 90%

ALL OTHERS:

1st 2080 hours - 70%

2nd 2080 hours - 80%

3rd 2080 hours - 90%

The Loader Classification shall be limited to 25% of the work force, and their work shall be limited to loading or unloading, sorting, palletizing, use of tow motors, forklifts and hand-jacks on the company premises or wherever a company truck is located. Shall exclude all receiving, dispatching, quality control, truck driving and inspection.

4. The Employer's current practices and rates relating to line or long haul drivers shall be maintained for the life of the Agreement, and further, the daily expense stipend payable shall be \$18.00 per day.

5. For the purpose of this Agreement, a truck driver, including Fork Lift Operators, shall be an employee who spends more than fifty percent (50%) of his/her working time per week driving. Time spent loading and unloading as well as driving shall be counted.

6. In the event that the Employer operates a frozen food facility, it shall appoint a minimum of one (1) employee as a freezer person.

7. An employee may sell merchandise for not more than one hour each day while the sales person under whom he/she works is out of the store during his/her meal period. Such activity shall not be considered as sales person's work.

8. Any employee ordered to report for work at a certain hour and who actually reports to work at that hour shall be paid from that hour even though he/she may not actually start work until after that time.

9. All employees, ninety (90) calendar days after their original date of hire, shall be Regular Employees and shall be guaranteed forty (40) hours of work per week of employment or pay in lieu thereof for each week in which they work, except as otherwise provided herein. Such workweek shall be scheduled in accordance with Article VI. This forty (40) hour guarantee shall not apply to a Regular or new employee working a part week at the beginning or at the termination of his/her employment, nor to an employee who absents himself for part of a week for any reason whatsoever. All employees shall be guaranteed four (4) hours work when called in to work on any given day. Call in pay shall not apply if failure to provide work is due to Acts of God, power or water failure, plant shut down or any reason beyond the control of the Employer.

10. Any employee now receiving more than the above minimum wage scale shall not have his wage reduced by reason of this Agreement, nor shall he be discharged and then rehired at a lower scale.

ARTICLE XV - PENSIONS

1. Effective February 1, 2015 based on January 2015 hours the Employer shall contribute on the behalf of each bargaining unit employee working under the terms and conditions of this Collective Bargaining Agreement, to the Western Conference of Teamsters Pension Trust Fund, a basic contribution rate of one dollar and fifty-one cents (\$1.51) per straight time hour paid and a PEER contribution rate of ten cents (\$0.10) per straight time hour paid.

Total contributions, PEER included, shall be made for the benefit of each covered under the terms of this Collective Bargaining Agreement in accordance with the following:

\$ 1.61 per hour

\$12.88 per eight (8) hour day

\$16.10 per ten (10) hour day

\$64.40 per forty (40) hour week

The total amount paid for each covered employee who has received compensation for all possible straight time hours in any one-month shall be the sum of \$279.06 per calendar month. The maximum number of hours in any one month for which a contribution will be made will be 173.33 and the maximum number of hours in one year will for which a contribution will be made will be 2,080. The parties agree that owners and partners will not have pension contributions made on their behalf. However, when family members perform bargaining unit work, pension contributions to the Trust are due.

2. Time paid for but not worked, such as holiday, sick leave, funeral leave and vacation time shall be considered as time worked for the purpose of this Article, but no payment

shall be made on overtime hours. In no event shall the maximum payment exceed 2080 hours per year for any employee.

3. The Employer shall continue to make contributions to the Western Conference of Teamsters Pension Trust Fund in order to maintain the Program for Enhanced Early Retirement (PEER). This contribution shall be paid on the same basis as contributions for the basic plan as provided for in XV - 1 above.

The contribution required to provide the Program for Enhanced Early Retirement will not be taken into consideration for benefit accrual purposes under the Plan. The additional contribution for the PEER must at all times be six and one-half percent (6.5%) of the basic contribution and cannot be decreased or discontinued at any time.

4. The total amount due for each calendar month shall be remitted in a lump sum not later than the twentieth (20th) day of the following month. The Employer agrees to abide by such rules as maybe established by the Trustees of said Trust fund to facilitate the prompt and orderly collection of such amounts and the accurate reporting and recording of such amounts paid on account of the employees. Failure to make the payments herein provided, within the time specified, shall be a breach of this Agreement; provided, however, that the Union shall take no action based on such a breach of this Agreement until ninety-six (96) hours have elapsed, from the time that Union serves notices on the Employer of the Union's intent to consider such a failure to make payment as a breach of this Agreement.

5. The Employer agrees to comply with all State and Federal regulations in regard to employees serving on the armed forces for an extended period of time. Time spent on Military Leave shall be considered as time worked for the purpose of this Article.

6. The parties agree that because the Trustees of the fund will rely on the execution

of this Agreement to restore and not to reduce benefits to retiring employees, this Agreement may not be modified, terminated or rescinded by the parties, directly or indirectly, without the express written consent of the Trustees.

7. **Break-in rate for Probationary Employees.** (Applicable to Full-time regular, and Part-time employees serving a probationary period).

For probationary employees hired on or after February 1, 2010 (or date of Trust Acceptance, if later) the Employer shall pay an hourly contribution rate of ten cents (\$0.10) (including PEER 84) during the probationary period as defined in Article II, Section 4, but in no case for a period longer than ninety (90) calendar days from an employee's first date of hire. Contributions shall be made on the same basis as set forth in Article XV, Section 1 of the Agreement. After the expiration of the probationary period as defined in Article II, Section 4 but in no event longer than ninety (90) calendar days from an employee's first date of hire, the contribution shall be increased to the full contractual rate.

ARTICLE XVI - GRIEVANCE PROCEDURE

1. If any differences arise between any employee and the Employer involving the meaning or application of the terms of this Agreement which such employee desires to have considered by the Employer, he/she shall, within three (3) working days of the occurrence of the facts underlying such difference, present and discuss the same with his/her immediate supervisor, and both the employee and his/her supervisor shall make; a bona fide effort to amicably settle such difference.

2. In the event such difference is not settled as aforesaid and the employee desires further consideration thereof, it shall be deemed a grievance and presented in the manner

hereinafter set forth:

- (a) Said grievance must be presented to the Employer in writing, within an additional period of three (3) workdays, by the employee involved or by the employee and his/her Union representative.

The Employer must respond in writing within ten (10) days of a grievance being presented to him and noncompliance with the ten (10) day limitation would automatically proceed said grievance to arbitration.

- (b) Should any grievance involving the meaning or application of the provisions of the Agreement not be settled by the above procedure, it may, within ten (10) working days from written notification or disagreement, at the option of either party, be submitted to arbitration by three arbitrators, one to be selected by the Employer, one to be selected by the Union, and the third to be selected by agreement of the other two. In the event the two arbitrators are unable within three (3) days to agree upon the third arbitrator, said arbitrator shall be selected by the Federal Mediation and Conciliation Service or California State Conciliation Service on application of either party in accordance with the procedures of said association. The question to be arbitrated shall be reduced to writing and signed by both parties, and the arbitrators shall have no right or authority to enlarge the question to be arbitrated or to modify, amend, add, or in any way change the terms of this Agreement. The cost of the arbitrator shall be borne by the losing party. The arbitrator shall determine the losing party, if any. The arbitrators shall render their decision within fourteen (14) days of

the date the question is finally submitted to them for decision. All decisions of the arbitrators will be binding upon both parties.

3. It shall be the responsibility of the employee to report any claimed discrepancy in earnings promptly to the Employer. Such claims not presented in writing to the Employer within thirty (30) days of the time they occur shall be null and void.

ARTICLE XVII - CONTINUITY OF OPERATIONS

The Union and the Employer each recognize that the operations of the Employer are in the handling of perishable foodstuffs, that many Employers are operating in a trust capacity for growers and shippers, and that said Employer has an obligation in feeding the general public. In view of this recognition, the parties agree as follows:

1. During the term of this Agreement, the Employer agrees that there shall be no lockout and the Union agrees that there shall be no strike or picketing.

2. The foregoing notwithstanding, it shall not be a violation of this Agreement nor cause for discharge or disciplinary action for any employee to refuse to cross a legitimate, bona fide, primary picket line sanctioned by the Joint Council of Teamsters No. 42.

3. A picket line wherein the union involved is not affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America and has not been established or recognized as the bargaining representative or offered proof of majority representation of the employees involved, or where there is no strike against nor lockout by the Employer being picketed, shall not be considered "bona fide" for the purpose of this Article.

4. The parties hereto intend that the operation of this clause shall not include picket lines placed on any of the Employers' operations that are directed against financially affiliated

companies which are not operationally related to the Employer covered by this Agreement.

Market Picketing. In the event pursuant to Paragraphs 2-4 above, a picket line which otherwise does not violate Paragraph 1 of this Article is established by the Union, the Union shall ensure that a) all picket signs in use clearly designate the Employer against whom such activity is directed, and b) all picket signs clearly state that no request to withhold services or deliveries or performance is made with respect to employees of, or persons having business with, any other Employer.

ARTICLE XVIII - SUCCESSORS AND ASSIGNS

In the event of a sale, consolidation, merger, assignment or transfer or majority control or of the business or any part thereof or any other change of ownership of the business of the Employer, the purchaser, assignee or transferee shall be bound by this Agreement. It is the intent of the parties that the Employer shall notify any potential purchaser, assignee or transferee of the foregoing provisions relative to the purchase, etc., of the business of the Employer.

ARTICLE XIX - NEW LOCATION

In the event the Employer opens new branches or locations of the type covered by this Agreement or moves the location of his/her present operation to a location within the geographical jurisdiction of Joint Council of Teamsters No. 42, present employees shall have preference for vacancies at such location. Such assignments shall be subject to Employer's work force requirements at both the old and new locations.

Subject to the above, qualified employees who have been laid off or would be laid off because of such new locations shall have preference for employment before any new employees

are hired.

ARTICLE XX - SEPARABILITY AND SAVINGS CLAUSE

1. It is not the intent of the parties to this contract to violate any federal or state law and it is agreed that if any portion of this Agreement is contrary to any federal or state law, that portion of this Agreement shall, by mutual agreement, be null and void but without invalidating the other provisions of this Agreement.

2. At either of the parties' option, upon such invalidation, the parties shall immediately meet to negotiate substitute provisions for such parts or provisions rendered or declared illegal and invalid. Should the parties fail to agree within sixty (60) days following such invalidation, the dispute, at either party's option, may be resolved through the arbitration provisions in Article XVII, provided that the power of the Arbitrator shall be restricted and limited to determining a substitute provision to provide for the same specific objective and purpose of the provision rendered or declared illegal.

ARTICLE XXI - NO IMPLIED WAIVER

If the Employer or the Union elect not to exercise any right, privilege or authority under any provision of this Agreement at any time, lack of such exercise in that respect shall not be construed as a present, continuing or future waiver of the Employer's rights or the Union's rights under that or any other provision of this Agreement.

ARTICLE XXII – PART-TIME/SEASONAL EMPLOYEES

It is agreed that the Company may hire part-time/seasonal help from an agency for

absentees, relief, or recruiting purposes provided that the hiring of such help does not cause a lay-off of employees on the seniority roster or prevent the recall of employees on lay-off. Part-time/seasonal personnel will receive no less than the minimum wage rate provided in this Agreement and the required pension contributions. Part-time/seasonal personnel will not be entitled to any other benefits in this Agreement. Part-time/seasonal personnel will be hired as a Regular employee on or before their ninetieth (90th) consecutive calendar day of work.

ARTICLE XXIII - ENTIRE AGREEMENT

The parties hereby acknowledge and affirm that during the negotiations which led to this Agreement, each of them had the unlimited right and opportunity to formulate demands and proposals with respect to all subjects or matters not excluded by law from the collective bargaining area, and that all decisions and covenants reached by them through the use of such rights and opportunities appear in this Agreement. Therefore, it is agreed that the items herein set forth contain the complete agreement between the parties for the term of this Agreement. Subject only to Article IV hereof ("Management Rights"), the right to present any demands or proposals on any matters, whether or not discussed during the negotiations which led to this Agreement, are hereby waived by the Association and the Union for the term of this Agreement. However, nothing in this clause precludes the parties from making changes in this Agreement by mutual consent upon written request by one party and written acceptance by the other party.

ARTICLE XXIV - RENEWAL OR TERMINATION

This Agreement shall be in full force and effect from February 1, 2015 until January 31, 2020 and shall continue thereafter in full force and effect on a year-to-year basis, unless either

party shall give written notice on or before December 1, 2019, or by December 1 of any subsequent year, of intent to terminate or modify this Agreement.

The parties agree that negotiations for a new Agreement shall commence as soon as practicable after such notice is given and that irrespective of the notice to terminate or modify, such negotiations may continue after the termination date. The termination notice may be made effective by either party at any time after such termination date, by giving the other party seven (7) days' written notice by registered mail. This Agreement shall be deemed terminated seven (7) days after such written notice is given.

Signed this 15th day of May, 2015.

CHIQUITA FRESH NORTH AMERICA

Signature: 
R. Christopher Dugan

Title: EVP Chiquita

**FOOD, INDUSTRIAL AND BEVERAGE WAREHOUSE, DRIVERS & CLERICAL
EMPLOYEES UNION, LOCAL NO. 630, AFFILIATED WITH THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS.**

Signature: 
ERNEST LOPEZ

Title: Secretary-Treasurer

EXHIBIT "A"

	<u>02/01/15</u>	<u>02/01/16</u>	<u>02/01/17</u>	<u>02/01/18</u>	<u>02/01/19</u>
λ Sales Person	\$17.675	17.925	18.175	18.425	18.675
× Freezer Person	\$17.50	17.75	18.00	18.25	18.50
× Receiving Clerk	\$17.45	17.70	17.95	18.20	18.45
× Dispatcher	\$17.45	17.70	17.95	18.20	18.45
✎ Driver/Forklift	\$17.35	17.60	17.85	18.10	18.35
× Receiver Helper	\$17.325	17.575	17.825	18.075	18.325
✎ <u>Houseman</u>	\$17.25	17.50	17.75	18.00	18.25
λ Semi-Driver	\$17.55	17.80	18.05	18.30	18.55
∞ Double Driver	\$17.80	18.05	18.30	18.55	18.80
λ <u>Loader</u>	\$13.55	13.80	14.05	14.30	14.55

2020