

**COLLECTIVE BARGAINING  
AGREEMENT**

**BETWEEN**

**DANONE  
DALLAS PLANT**

**AND**

**UNITED FOOD AND COMMERCIAL  
WORKERS UNION, UFCW LOCAL 540**



**May 12, 2025– May 12, 2028**



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## **AGREEMENT**

This Agreement made and entered into this 12th day of May 2025, by and between Danone North America PBC, (hereinafter referred to as “Company”), and United Food & Commercial Workers Union, Local 540, AFL-CIO (hereinafter referred to as the “Union”).

## **WITNESSETH**

Whereas, the Union was certified by a democratic vote of eligible employees conducted on May 21-22, 2019 at the Company’s location in Dallas, Texas;

Now, therefore, it is the intent and purpose of the parties hereto that this Agreement shall serve to establish and maintain harmonious labor relations between the Company and the Union and to set forth the wages, hours and working conditions of the employees covered by this Agreement.

## **ARTICLE 1** **RECOGNITION**

The Company hereby recognizes the Union as the sole and exclusive collective bargaining Representative of employees of the Company in the following bargaining unit: All full-time and regular part-time hourly production, maintenance and warehouse employees, employed by the Company at its Dallas, Texas locations of 3333 and 3400 Dan Morton Drive and, but excluding managers, office staff, clerical employees, quality control and laboratory, research and development, technical engineers, employees of temporary placement agencies and guards, professionals and supervisors as defined by the Labor Management Relations Act of 1947, as presently amended, and all other employees.

## **ARTICLE 2** **CHECK-OFF**

Section 1. The Company agrees, upon receipt by the Company of signed authorizations by the employees, to deduct

an amount equivalent to the Union dues and initiation fees on a bi-weekly basis from the wages of employees in the bargaining unit who voluntarily authorize such deductions, in writing, in an amount certified by the local union to be due and owing. In the event that no wages are due the employee or that they are insufficient to cover the authorized deduction, the deduction shall nevertheless be made from the first wages of adequate amount next due the employee. All deductions shall be remitted to the Executive Officer of the Union within two (2) weeks following the close of the month. It is fully understood that an employee may revoke his/her dues deduction authorization.

Section 2. The Company shall furnish the Union with a list of employees for whom the deductions were made. The list shall include the employee's name, social security number and amount of the deduction made from each, and if no deduction was made, an explanation as to why. Upon request, the Company agrees to provide the Union with a list of new hires and terminations on a monthly basis.

Section 3. The Union agrees that it will indemnify and hold the Company harmless from any and all liability, claims, responsibility, damage or suit which may arise out of any action taken by the Company in accordance with the provisions of this article or in reliance upon the authorization mentioned in this article.

Section 4. The Company shall provide the opportunity for a payroll deduction for a voluntary Active Ballot Club contribution. Any such payroll deductions shall be remitted by the Company, in accordance with the procedures outlined in Section 1 of this Article.

### **ARTICLE 3** **MANAGEMENT RIGHTS**

Section 1. Except as explicitly limited by a specific provision of this Agreement, the Company shall continue to have the exclusive right to take any action it deems appropriate in the management of the plant and direction of the workforce, in accordance with its judgment. All inherent and common law management functions and prerogatives, which the Company

has not expressly modified or restricted by a specific provision of this Agreement, are retained and vested exclusively in the Company.

Section 2. The Company specifically reserves the exclusive right, in accordance with its judgment, to reprimand, suspend, discharge or otherwise discipline employees for just cause; hire, promote, demote, transfer, layoff and recall employees to work; determine the starting and quitting times and the number of hours and shifts to be worked; maintain the efficiency of employees; close down the plant or any part thereof or expand, reduce, alter, combine, transfer, assign or cease any job, department, operation or service; control and regulate the use of machinery, equipment and other property of the Company; determine the number, location and operation of plants and departments thereof, the products to be manufactured, the schedules of production, the assignment of work and the size and composition of the workforce; make reasonable rules or change rules, policies and practices not in conflict with the provisions of this Agreement; introduce new or improved research, development, production, maintenance, services and distribution methods, materials, machinery and equipment; and otherwise generally manage the plant, direct the workforce and establish terms and conditions of employment, except as expressly modified or restricted by a specific provision of this Agreement.

Section 3. The Company's not exercising any function hereby reserved to it or its exercising any such function in a particular way, shall not be deemed a waiver of its right to exercise such function or preclude the Company from exercising the same, in some other way, not in conflict with the express provisions of this Agreement.

## **ARTICLE 4**

### **UNION COOPERATION**

The Union, as well as the members thereof, agree at all times and as fully as it may be within their power, to further the interests of the Company.

No employee covered by this Agreement shall be discriminated against by the Company because of membership in the Union or any protected activities on behalf of the Union.

**ARTICLE 5**  
**LABOR MANAGEMENT MEETINGS**

Section 1. The Company and the Union, as evidence of attitude and intent, agree that during the life of this Agreement, individuals from both parties be designated by each party to the other, for the purpose of meeting from time to time (but no less than once each quarter), so as to discuss problems, concerns, suggestions, ideas, etc., related to the facility and to the work force, all to promote better understanding with the other and to work toward programs of continuous improvement in the service to our customers and to the business in general.

Section 2. Labor management meetings shall not be for the purpose of initiating or continuing collective bargaining, nor in any way to modify, add to or detract from the provisions of this Agreement, and such meeting shall be exclusive of the grievance and arbitration proceedings in this Agreement, as grievances shall not be considered proper subject at such meetings.

Section 3. - The members from the bargaining unit on any one committee shall be limited in number to no more than three (3).

Employees will be paid for actual time spent in labor management meetings, with no minimum call.

**ARTICLE 6**  
**UNION VISITATION**

Section 1. Representatives of the Union shall be allowed access to the plant for the purpose of conducting necessary Union business and investigating grievances. However, such visitation shall be by advance notice. Employee interviews must be conducted during breaks or meal periods in a non-work area and shall not interfere with the performance of the work of others. Requests to inspect bargaining unit work areas shall be granted, but inspections will be conducted with a management person.

Section 2. The Employer will allow the Union representative/steward to meet with new bargaining unit employees for up to fifteen (15) minutes during their initial orientation at a time

mutually agreed to by both parties. The Steward shall remain on the clock for up to fifteen (15) minutes for that purpose if the orientation is held during his or her normal working hours.

## **ARTICLE 7** **UNION STEWARDS**

Section 1. Union Stewards to administer and enforce the terms and conditions of this Agreement shall be designated in writing, by the Union, to the Company. The number of Stewards shall be limited to no more than sixteen (16). Furthermore, there shall be no more than two (2) Stewards per department, per shift.

Section 2. From the group of Stewards in Section 1, the Union may designate a reasonable number of Chief Stewards.

Section 3. The Company will not discriminate against a Steward in the proper performance of his/her Union duties, provided that such duties do not interfere with his/her regular work or with the work of other employees and provided further that he/she shall not leave his/her workstation without first obtaining permission from his/her supervisor. Furthermore, he/she shall notify his/her supervisor as to his/her intent, the reason therefore, where he/she can be reached and the estimated length of time he/she will be gone.

Section 4. It is specifically understood and agreed that Stewards shall have no authority to take strike action or any other action interrupting the Company's business.

Section 5. Union Stewards shall be granted one (1) day off per year without pay, in order to attend a Union Steward's training seminar, provided that such time off for the training will not be granted if it would interfere with the normal operations of the Company. The Company may require proof of attendance by the Steward.

Section 6. Walking Steward. The Union may designate one (1) Walking Steward to cover all shifts among the Company employees who shall have as their job duties the administration of this Agreement, including safety assignments and the processing of grievances. The Company will pay the Walking

Steward their regular rate of pay, up to forty (40) hours on a weekly basis. The Walking Steward will punch in and out for attendance purposes. The employee will continue to receive benefits on the same terms following designation as a Walking Steward. The Walking Steward position will be rotated on an annual basis.

The Company shall review the Walking Steward program with the Union as needed to recommend needed adjustments. If the Company reaches the conclusion that the program is no longer operating to the mutual benefit of the parties, the Company may discontinue the program upon ninety (90) days written notice.

Section 7. Union Office. The Company will provide the Union with an office in a conspicuous location in the Plant that will be used to service the bargaining unit employees to make sure that this Agreement is properly administered and to answer employees' questions and concerns.

Section 8. Time Off for Union Activities. The Employer agrees to grant a total of ninety (90) days off each calendar year in the aggregate to the Union, without discrimination or loss of seniority rights and without pay, to bargaining unit employees designated by the Union to attend a labor convention or serve in any capacity or other official Union business, provided fourteen (14) calendar days' written notice is given to the Employer by the Union specifying length of time off. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of employees affected in order that there shall be no disruption of the Employer's operations due to lack of available employees. The Company reserves the right to backfill the days missed by employees on union leave under this section through any means, provided that it does not violate any provision of this Agreement."

## **ARTICLE 8**

### **DISCIPLINE AND DISCHARGE**

Section 1. The Company shall not discipline or discharge any employee without just cause. Prior to discharge, the Company shall give at least one written warning notice of a complaint against such employee to the employee and a copy of the same to the Union, prior to discharge, except that no warning notice

need be given to an employee before he/she is discharged if the cause of such discharge is: (i) dishonesty; (ii) striking, harassing and/or threatening an employee or member of management, or striking, harassing and/or threatening any other individual while on Company property or on Company time; (iii) the use or possession or being under the influence of alcoholic beverages or illegal drugs while on Company property or on Company time; (iv) carrying unauthorized passengers in a Company vehicle; (v) serious safety violations; (vi) refusal to comply or assist in the operations or services of the Company when reasonable requests are made by supervisory personnel; or (vii) other serious just cause which is not in conflict with the provisions of this Agreement.

Section 2 The Company will give the Union notice of all final warning notices within five (5) business days of the date of issuance and notice of all discharges within two (2) business days after the employee's discharge. The Company shall issue discipline within ten (10) business days of the date the Company first has knowledge of the occurrence giving rise to the discipline, unless the Company's investigation remains ongoing, in which case the Company shall inform the employee and the Union of the pendency of the investigation. If the 10-day period is extended due to a continued investigation, the Company shall issue discipline within seven (7) business days of the conclusion of the investigation. In the event the employee is placed on suspension pending investigation, starting on the eleventh (11th) business day of suspension, the employee shall be compensated for their regularly scheduled shift for the week (up to forty (40) hours) for time missed from work due to the investigation. If the investigation results in exoneration of the employee, the employee shall receive back pay for the initial ten (10) day suspension period. If the employee is not scheduled to work or is absent on any applicable deadline date for discipline, the Company shall issue the discipline on the employee's first workday upon return, excluding Saturdays, Sundays and holidays. Warning notices shall have no force or effect after twelve (12) months from the date of the discipline."

## **ARTICLE 9** **SEVERANCE PAY**

Section 1. It is agreed that each employee who is displaced from their employment by reasons of the closing of the entire

plant or a department thereof shall be compensated for such displacement provided they have been actively employed by the Employer for a period of at least three (3) years. An eligible employee's compensation for their displacement shall be on the basis of forty (40) hours of Severance Pay (at their straight-time hourly rate of pay) for each full year of their employment, up to a maximum of four hundred (400) hours of Severance Pay. An employee shall be required to execute a general release of claims as a condition of receiving Severance Pay.

Section 2. The above-described Severance Pay will not be paid to: any employee who is offered a position at equal pay with the Employer at the same location; any employee who accepts a job with the Employer at any location; any employee who voluntarily quits or is discharged for cause before they are separated from employment by the Employer. Any employee accepting Severance Pay shall forfeit and cease to have any seniority rights as provided for in this Agreement; any employee re-employed after receiving Severance Pay shall be considered a new employee from the date of re-employment.

Section 3. In the event an eligible employee wishes to remain on the plant seniority list, for the purpose of possible recall, they may elect to defer acceptance of their Severance Pay for a period of nine (9) months. At any time during such period, however, they may request their Severance Pay and their seniority shall terminate as of that date. If such employee has not been recalled by the end of such period, they shall be paid their Severance Pay and their seniority shall terminate as of that date.

## **ARTICLE 10**

### **GRIEVANCE AND ARBITRATION PROCEDURE**

Section 1. The Company and the Union shall make a good faith effort to settle promptly any violations of this Agreement.

Section 2. In the event a dispute arises over the interpretation or application of a specific provision of this Agreement, the employee or the Union should take up the dispute with the employee's Supervisor for adjustment, within ten (10) calendar days after the occurrence of the incident of the violation. The Supervisor will confer with Human Resources and attempt to resolve the issue with the employee or the Union. If the em-

ployee or the Union feels the contract violation has not been solved to their satisfaction and desires to make a grievance, the grievance must be reduced to writing and submitted (Section 3, Step 1) within ten (10) calendar days of the incident mentioned above. Having been submitted, the grievance will be dealt with as prescribed below:

### Section 3. Grievance Procedure

Step 1. The employee should report the grievance to his/her Steward of choice. These parties will meet with the employee's supervisor within ten (10) calendar days to adjust the grievance. If the grievance is not settled within ten (10) additional calendar days, it shall be processed in Step 2.

Step 2. The Chief Steward or his/her designee shall meet with the Department Manager, or his/her designated representative, within ten (10) calendar days of the conclusion of Step 1 and attempt to settle the grievance. If the grievance is not settled within ten (10) additional calendar days, it shall be processed in Step 3.

Step 3. The grievance shall be discussed with the Company's Plant Manager, or his/her designated representative, by the authorized Union Representative within ten (10) calendar days of the conclusion of Step 2. The Plant Manager, or his/her designated representative, along with a Human Resources representative, shall discuss the grievance with the authorized Union Representative or his/her designee and endeavor to settle it. In the event the grievance is not settled within ten (10) additional calendar days, either party may seek arbitration, in accordance with the Arbitration Procedure.

### Section 4. Arbitration Procedure

In the event that the Company and the Union are unable to resolve a grievance through the Grievance Procedure in this Article, then either party may request the American Arbitration Association (AAA) or Federal Mediation and Conciliation Service (FMCS) (the FMCS only upon the consent of the other party) to provide a list of seven (7) names of arbitrators available to hear and determine the grievance, in accordance with the rules of the AAA or FMCS, as applicable. The arbitrator shall be selected by alternate striking of the names, until

one name remains. A request for arbitration shall be submitted not later than ten (10) working days following the Company's written answer in the last step of the Grievance Procedure in this article. Upon request, the Company will agree to extend the ten (10) day period to the next scheduled local union executive board meeting, but in no case more than forty-five (45) days after the Company's written answer in the last step of the Grievance Procedure. The arbitrator shall have no authority to add to, subtract from, alter or amend any of the provisions of this Agreement

The decision of the arbitrator shall be final and binding upon the parties to this Agreement and the employees covered hereby.

The fee and expenses of the arbitrator and the costs associated with the hearing room shall be borne one-half (1/2) by the Company and one-half (1/2) by the Union.

Section 5. Any of the time periods in this article may be extended by mutual agreement of the Company and the Union.

## **ARTICLE 11** **NO STRIKE, NO LOCKOUT**

Section 1. For the duration of this Agreement, the Union, its officers, Representatives and members, shall not authorize, instigate, ratify or participate in any strike, slow-down, stoppage of work, boycott or picketing (all of which are hereinafter referred to as "strikes"). In consideration of this no-strike pledge by the Union and the employees, the Company shall not lockout employees for the duration of this Agreement.

Section 2. The Company may discipline or discharge any employees who engage in a strike during the term of this Agreement.

## **ARTICLE 12** **FORCE MAJEURE**

A Force Majeure Event occurs when either party is unable, other than as may arise from its own negligence or willful misconduct, to perform its obligations under the terms of this Agreement because of acts of God, acts of war, pandemic, or

terrorism. Each party may be excused from performance under the Agreement for a specific period and to the extent (and only to the extent) that it is prevented from or delayed in performing any obligations pursuant to the Agreement, in whole or in part, as a result of a Force Majeure Event during that period. If either party is prevented from or delayed in performing any of its obligations under the Agreement by a Force Majeure Event, it shall promptly provide a written Notice of Force Majeure Event to the other which shall describe, in reasonable detail:

- (1) the date and nature of the Force Majeure Event;
- (2) the obligations, performances, or contractual requirements that are delayed or otherwise prevented by virtue of the Force Majeure Event;
- (3) the concessions or relief requested;
- (4) the anticipated length of time the concessions or relief will last.

The parties agree to use their best efforts to reach a negotiated agreement as to each of the four (4) areas enumerated above. In the event no agreement is reached, the parties agree to submit their dispute in accordance with Article 10 of this Agreement.

Regardless of any other agreements reached by the parties pursuant to this section and irrespective of any opinion and award, the party claiming that a Force Majeure Event has occurred shall continue to use all commercially reasonable efforts to mitigate the impact or consequence of the event on the other party and to recommence performance whenever and to whatever extent possible without unreasonable delay. The party claiming that a Force Majeure Event has occurred shall provide the other party with regular updates as to the status of its efforts to recommence performance and written notice upon conclusion of the Force Majeure Event.

### **ARTICLE 13** **NON-DISCRIMINATION**

The Company and the Union agree that to the extent required by various applicable federal, state and local statutes, there

shall be no discrimination against any employee with respect to wages, hours of work or other terms and conditions of employment on the basis of race, color, religion, sex, age, sexual orientation, gender identity, national origin or ancestry, disability, medical condition, marital status, veteran status, or any other status protected by law and not listed here. The Company and the Union further agree to comply with the requirements of the Americans with Disabilities Act and the Family and Medical Leave Act. Any accommodation made pursuant to any of these legal obligations shall not waive or modify the terms or conditions of this Agreement as it applies to any other individual other than those so accommodated. It is understood that an employee(s) may be required to use, in weeklong segments, accrued vacation during any weeklong periods of FMLA leave.

## **ARTICLE 14** **PROBATIONARY PERIOD**

Section 1. All employees covered by this Agreement who are hired on or after the effective date of this Agreement, whether or not previously employed by the Company, shall be subject to a probationary period of ninety (90) calendar days. The Company may extend an employee's probationary period by up to thirty (30) days, upon mutual agreement with the Union.

Section 2. Seniority shall not accrue to employees during their probationary period. However, upon successful completion of the said probationary period, all employees shall be deemed to be employees covered by the terms of this Agreement, and their seniority shall revert back to their most recent date of hire.

Section 3. Probationary employees may be disciplined or discharged during such probationary period, in the Company's sole discretion. The Company's action, with respect to such probationary employees, shall not be subject to the grievance or arbitration provisions of this Agreement.

## **ARTICLE 15** **SENIORITY**

Section 1. Definition.

Seniority shall be defined as an employee's length of continuous service with the Company in the bargaining unit commencing with the employee's most recent date of hire.

## Section 2. Seniority Lists

A list of all full-time employees and a separate list of all part-time employees shall be furnished to the Union quarterly. The lists will include the employees' first and last names, dates of hire, job titles, department and shift in Seniority order on an Excel spreadsheet. The Union reserves the right to post such list on its designated bulletin board.

## Section 3. Layoff Procedure.

When the Company determines that layoffs of more than one (1) week are necessary, the Company will notify the Local Union Business Agent and chief steward prior to any such layoff, whenever possible.

## Section 4. - Order of Layoffs and Recalls

When layoffs of more than one (1) week do become necessary in a Department, they will be based on qualifications and seniority, with the employee with the least seniority in the Department and Job Classification being the one to be laid off, in accordance with the following procedure:

Step 1: Probationary employees within the affected job classification, shall be laid off first.

Step 2: Non-probationary part-time employees, within the affected job classification, shall be the next to be laid off, in order of their seniority.

Step 3: The least senior non-probationary full-time employee on the shift affected, within the job classification affected, shall displace the least senior employee within that affected job classification, provided he/she can immediately perform the duties of the job (or the next person up from the bottom of the seniority list whose job duties the displaced employee can immediately perform).

Step 4: A non-probationary full-time employee, who is displaced from his/her job classification by Step 3 above, shall displace the least senior employee in the bargaining unit, provided he/she can immediately perform the duties of the job (or the next person up from the bottom of the seniority list whose job duties the displaced employee can immediately perform). The term “can immediately perform”, shall be understood to mean that the employee would need no more than a few hours of familiarization in order to be able to satisfactorily perform the duties of the job.

In recalling employees, the last employee laid off shall be the first recalled, provided they can perform the available work.

When layoffs of one week or less do become necessary, the employee on the job affected will be the employee who is laid off. If, at the time of the layoff, the Company is utilizing temporary employees, the Company will offer the employee the option of performing the work of the temporary employees if qualified to do so.

By mutual agreement, the Company and Union shall have the right to modify the procedure outlined in this Section 4, on a case-by-case basis.

#### Section 5. Recall from Layoff.

It shall be the responsibility of the employee to keep the Company informed of his or her current address and/or telephone number and to notify the Company, at once, in writing, of any changes so that the Company can recall them when work becomes available.

#### Section 6. Accrual of Seniority While on Layoff.

An employee on layoff, shall continue to accrue seniority for a period of up to nine (9) months.

#### Section 7. Loss of Seniority.

An employee shall lose seniority for any of the following reasons:

- a. If the employee voluntarily resigned.
- b. If the employee is discharged.
- c. If the employee is laid off for a period exceeding nine (9) months.
- d. If the employee fails to report for work, for two (2) consecutive working days without notifying the Employer.
- e. If the employee fails to return to work within one (1) year of a job-related injury, which occurred while working for the Employer, or any non-job-related injury, unless such time period is extended by the Employer.
- f. If the employee fails to report for work after a layoff within three (3) workdays after receipt of certified written notice of recall sent by the Employer to the employee at their last address of record on file with the Employer.

## **ARTICLE 16**

### **PART-TIME EMPLOYEES**

Part-time shall be defined as working an average of less than thirty (30) hours per week, averaged over a ninety (90) day period. In the event that the Company wishes to employ part-time employees during the term of this Agreement, it will provide prior notice to the Union and an opportunity to discuss how such part-time employees will be integrated into the bargaining unit prior to implementation.

## **ARTICLE 17**

### **JOB POSTINGS**

Section 1. For the purposes of this Article, a vacancy is defined to mean any non-temporary job opening which the Company intends to fill.

Section 2. Notice of all vacancies within the bargaining unit will be posted on the bulletin board for a period of seven (7) consecutive calendar days, including the date of posting. The notice shall include the job title of the vacant position, the job qualifications, the appropriate shift, the work schedule, and the

applicable rate of pay. Employees can exercise their seniority for job bidding purposes on job vacancies anywhere in the plant. A copy of all job postings shall be given to a chief steward at the time the job is posted. As a result of any job posting, no more than three (3) employee moves will result. The fourth (4th) vacancy need not be posted and may be filled at the sole discretion of the Company.

Section 3. If bidders apply, the Company shall award the position in the following order: (1) the most senior bidder within the Business Unit (or Department, if there is no Business Unit) of the posted job; (2) the most senior bidder in the bargaining unit. In order to be considered an eligible bidder, an employee cannot be on a final warning. The Company will post the name of the successful bidder. It is understood that the Company may require that bidders meet certain qualifications for positions requiring technical expertise, which currently includes positions in the Maintenance Department and Maintenance Operator Technicians.

Section 4. Any employee who bids successfully on the job opening must accept such job opening and shall be placed in such job opening within thirty (30) calendar days, otherwise, the Company shall pay the employee the rate of the new job, if higher, after such thirty (30) calendar days. Employees will be provided a maximum of forty-five (45) calendar days' trial period for the express purpose of management to determine the ability of the employee to do the job. If the Company determines that the employee is not performing satisfactorily during such period, the employee will return to their prior position, if it is available. If their prior position is not available, the Company and Union will meet to discuss potential placement options.

Section 5. An employee shall not be permitted to bid on a job vacancy for twelve (12) months following a successful bid or new hire placement, except that an employee may bid on a job vacancy within the employee's job classification and Business Unit (or Department if no Business Unit) one time during such twelve (12) month period to improve the employee's shift.

Section 6. It is understood that positions on Special Projects will not be posted for bid and will be filled at the Company's discretion. A position vacated by an employee that is assigned to any such Special Project will be filled temporarily

and not posted for bid and the employee will return to their prior position upon completion of the Special Project.

Section 7. Notices of available Team Lead positions will be posted, but will be assigned at the Company's discretion.

Section 8. For purposes of this Article 15, the parties recognize the following Departments and Business Units:

Departments:

Logistics (Warehouse)

Maintenance

Production:

Business Units:

Bottles

Aseptic

Gables/Alvey

Toppers

Processing

Sanitation

In the event that, during the term of this Agreement, the Company finds it necessary to modify, delete or add to the foregoing Departments and Business Units, it will provide notice to the Union and an opportunity to discuss the effects of such change prior to implementation.

## **ARTICLE 18** **TEMPORARY TRANSFERS**

Section 1. It is clearly understood that the Company retains the right to transfer employees to jobs other than their bid jobs on a temporary basis. No employee shall be required to remain in a temporary transfer position for more than three (3) months, unless by mutual agreement. To the extent that there remains a need to fill the position and there are no qualified volunteers, the Company shall temporarily transfer the next least senior qualified employee.

For temporary transfers of one week or less, the Company may assign the temporary transfer to any qualified employee. For temporary transfers of more than one week, the Company will

offer the opportunity of the transfer, by seniority, to qualified, available employees and reserves the right to assign the temporary transfer to the least senior qualified employee, should a more senior employee not accept the offer of the temporary transfer.

Section 2. If an employee is temporarily placed in a lower classification than that in which the employee is regularly assigned, no reduction in pay will be effected.

Section 3. If an employee is temporarily assigned to a higher paid job classification, for more than one hour in any one workday, the employee shall be paid the higher rate for all hours worked that workday in the higher paid job classification.

## **ARTICLE 19** **LIMITATIONS ON WORK BY** **NON-BARGAINING UNIT EMPLOYEES**

Non-bargaining unit employees shall not perform work exclusively reserved to the bargaining unit, except in the event of operational need, emergencies, for the purposes of instruction or training or where employees are absent, which absence did not occur because of vacation. However, it is not the intent of the Company to abuse this right to eliminate the jobs of the bargaining unit employees.

## **ARTICLE 20** **HOURS OF WORK AND** **OVERTIME DISTRIBUTION**

Section 1. Solely for the purpose of calculating the payment of overtime, the payroll week will begin at 12:01 a.m. on Sunday and end at 12:00 midnight on Saturday. All hours worked in excess of forty (40) hours during the workweek will be paid for at the rate of time and one half (1 1/2).

Section 2. It is understood that the regularly scheduled hours of work may vary throughout the workplace and that the Company reserves the right to change the work schedules, with one (1) week of notice, including the days off and the starting and quitting times. The Company reserves the right to schedule

employees on a five (5) day/eight (8) hour schedule, a four (4) day/ten (10) hour schedule or a three (3)/four (4) day twelve (12) hour schedule. No employee shall be required to work a split shift.

Section 3. Employees shall be paid for all time worked. Employees will be allocated five (5) minutes for changing into or out of work clothes as time worked.

Section 4. Except in cases of unusual circumstances of operational need, employees will not be required to work more than four (4) hours (two (2) hours for employees on a three (3)/four (4) day/twelve (12) hour schedule) over and above their normally scheduled shift on a daily basis or more than sixty (60) hours in any one workweek; it being understood, however, that an employee may volunteer to work additional time.

Section 5. If work is required on an unscheduled day or a paid holiday, notice will be posted as early as possible, and the employee will be required to work, unless such work would be in conflict with Section 4 above. (It is understood that the employees may be required to work up to four (4) hours over and above their normally scheduled hours on such unscheduled day or paid holiday, i.e. up to twelve (12) hours for an employee who is normally scheduled for eight (8) hour shifts.) Although it is understood that work may be required on the employee's unscheduled days, particularly in the peak seasonal months, the Company will not abuse this right.

Section 6. The Company reserves the right to continue to utilize temporary employees. However, it is not the intent of the Company to abuse this right to eliminate the jobs of the bargaining unit employees. A temporary employee hired with the intent of becoming a regular employee shall become a regular employee after three (3) months of continuous service, subject to the terms of this Agreement, and his/her seniority shall be effective upon the date he/she becomes a regular employee. For clarity, a temporary employee hired to replace a regular employee on leave is not hired with the intent of becoming a regular employee unless expressly stated in writing. In the event the Company decides to convert a temporary employee to full-time status, the Company agrees to notify the Union with the name of the employee, the department and shift

the employee will be scheduled to commence as a full-time employee.

Section 7. Time Distribution:

A. Unplanned Overtime

1. If the work is expected to be two (2) hours or less beyond the employee's normal scheduled hours, the employee performing the work will be required to stay over.
2. If the work is expected to be more than two (2) hours beyond the employee's normal scheduled hours, the employee performing the work will be offered the opportunity to stay over.

If the employee performing the work declines to stay over, then the work will be offered by seniority to other employees within the classification who are on the clock.

If no employee accepts the opportunity to stay over, then the junior employee within the classification who is on the clock will be required to stay over, unless such assignment would be in conflict with Section 4 above, in which case, the employee next in seniority will be required to stay over (and so forth, provided such assignment is not in conflict with Section 4 above).

B. Scheduled Overtime

1. The Company will post a volunteer sheet each week for the following week in each Business Unit or Department. Employees who wish to volunteer for overtime shall indicate their availability by signing the sheet.
2. Overtime will be assigned first to qualified volunteers within the Business Unit or Department on the basis of seniority. In the event there are insufficient qualified volunteers within the

Business Unit or Department, overtime will be assigned on an involuntary basis to qualified employees within the Business Unit or Department in an inverse order of seniority; provided however, that in lieu of forcing Business Unit or Department employees to work on an involuntary basis, the Company shall have the option to assign the overtime to a qualified employee outside the Business Unit or Department who has volunteered.

3. Nothing herein shall prevent the Company from assigning work on a straight-time basis before assigning overtime pursuant to these provisions.

Section 8. Nothing contained in this article shall be construed as a guarantee of hours of work per day or per week.

Section 9. No employee shall be required to take time off as compensation for overtime worked.

## **ARTICLE 21** **MEAL/REST PERIODS**

Section 1. Meal Periods.

All employees are provided with a 30-minute meal period. Meal periods should be taken away from your work area and no work should be performed during this period. You may be assigned meal times by your manager or supervisor or you may be allowed to arrange your own time with your manager's or supervisor's consent. Unless required by law, meal periods are not counted as working time and are not paid. All hourly employees are expected to punch out for meal periods. In unusual circumstances, if an employee is required to work through a shift without a meal period, with prior authorization from a supervisor, the employee will be paid for the meal period.

Section 2. Break Periods.

Unless otherwise required by local or state law, you are entitled to two (2) twenty (20) minute breaks during a 12-hour shift, or two (2) fifteen (15) minute breaks during an 8- or

10-hour shift. Break periods will be on a paid basis. Your manager will assign or approve the scheduling of break times according to Business and/or Production needs. Employees may not leave the company property during their 20- or 15-minute breaks.

## **ARTICLE 22** **REPORT PAY**

An hourly employee who by the request of the Company reports for duty during any unscheduled hours shall be paid for at least four (4) hours at the applicable wage rate. If the actual time worked does not equal four (4) hours the employee will receive a minimum of four (4) hours of pay.

## **ARTICLE 23** **BENEFIT PLANS**

Bargaining unit employees shall participate in the same health, flexible spending account, dental, vision, short term and long-term disability and life insurance benefit programs in accordance with the terms of such programs (including the eligibility criteria thereof) offered by Danone North America PBC at the Dallas Plant, as may be amended. If there are any changes in the current plans, the Company agrees to meet and discuss such changes with the Union. Additionally, the Company agrees to meet with the Union upon request during the term of the Agreement for the purpose of reviewing the possibility of moving the employees from the current Company Health Insurance Plan into a Taft-Hartley arrangement.

## **ARTICLE 24** **401(k) PLAN**

Bargaining unit employees shall participate in the same 401(k) retirement plan in accordance with the terms of such program (including the eligibility criteria thereof) offered by Danone North America PBC at the Dallas Plant, as may be amended. If there are any changes in the current plan, the Company agrees to meet and discuss such changes with the Union. Additionally, the Company agrees to meet with the Union upon request during the term of the Agreement for the purpose

of exploring the possibility of providing employees with a defined benefit Pension Plan, provided such review shows that the Plan will be cost effective for both parties.

**ARTICLE 25**  
**WAGES**

Section 1. Employees shall receive no less than the following hourly wage rates for work performed under this Agreement:

Classification      Seniority      1st Full Pay Period in  
January 2026 (7.5%)      1st Full Pay Period in January 2027  
(2.75%)      1st Full Pay Period in January 2028 (2.75%)

Classification	Seniority	1st Full Pay Period in January 2026 (7.5%)	1st Full Pay Period in January 2027 (2.75%)	1st Full Pay Period in January 2028 (2.75%)
<b>Logistics</b>	0-6 Months	22.40	23.02	23.65
	6-12 Months	23.10	23.74	24.39
	Over 1 Year	23.82	24.48	25.15
<b>Senior Logistics</b>	Over 2 Years	25.82	26.48	27.15
<b>Sanitation</b>	0-6 Months	23.82	24.48	25.15
	6-12 Months	24.53	25.19	25.88
	Over 1 Year	25.24	25.93	26.64
<b>Packaging</b>	0-6 Months	24.55	25.23	25.92
	6-12 Months	25.28	25.98	26.69
	Over 1 Year	26.04	26.77	27.51
<b>Processing</b>	0-6 Months	27.38	28.13	28.89
	6-12 Months	28.09	28.86	29.64
	Over 1 Year	28.81	29.60	30.41
<b>Maintenance</b>	0-6 Months	37.49	38.52	39.58
	6-12 Months	39.58	40.67	41.79
	Over 1 Year	41.67	42.83	44.01
<b>Infrastructure</b>	0-6 Months	39.97	41.07	42.20
	6-12 Months	42.19	43.35	44.53
	Over 1 Year	44.39	45.61	46.87
<b>Control Techs</b>	0-6 Months	45.56	46.81	48.10
	6-12 Months	48.11	49.43	50.79
	Over 1 Year	50.64	52.03	53.45

Section 2. At each annual pay increase, employees that are currently paid above the then-current scales set forth above

shall receive the following percentage increases on their actual wage rates:

1 <sup>st</sup> Full Pay Period in January 2026	1 <sup>st</sup> Full Pay Period in January 2027	1 <sup>st</sup> Full Pay Period in January 2028
7%	2.25%	2.25%

In addition to the foregoing scale increases, such over-scale employees shall receive a lump sum payment equivalent to 0.5% of their existing pay rate prior to the increase, multiplied by 2080. In the year that the applicable base wage scale catches up to the employee's over-scale rate, the employee will receive a lump sum equivalent to the differential between the scheduled percentage increase in scales and the percentage increase in the employee's actual wage rate that is necessary to match the applicable scale. Example: Employee is paid a \$20.05/hour over-scale rate for a wage classification that pays \$20.00/hour. The scheduled increase in the wage scale is 2.5%, which increases the scale to \$20.50. That \$20.50 rate is greater than the employee's over-scale rate would be with a 2.0% increase (\$20.40). Therefore, the employee's rate will be increased from \$20.05 to \$20.50. However, that will yield an effective 2.24% increase in the employee's actual rate of pay, so the employee will also be entitled to a lump sum equivalent to the difference between 2.5% and 2.24%, multiplied by 2080:  $(2.5\% - 2.24\%) \times \$20.05 \times 2080 = \$108.43$  lump sum).

Section 3. Leads shall receive a \$1.50/hour premium. Trainers shall receive a \$1.50/hour premium while serving in such role.

Section 4. Employees who work the majority of their hours on the night shift (6 PM – 6 AM) shall be paid a \$1/hour premium for hours worked on that shift.

Section 5. The Company shall provide the Union with a list of all new pay rates for all bargaining unit employees thirty (30) calendar days in advance of each annual scale increase.

**ARTICLE 26**  
**PAY DAY AND CREDIT UNION**

Section 1. Employees shall be paid either on a weekly or a bi-weekly basis, at the option of the Company. It is understood that the Company shall give the Union and employees advance notice of at least sixty (60) calendar days, prior to the pay period being changed from one basis to the other.

When payday falls on a holiday listed in this contract, employees shall be paid the day before the holiday.

Section 2. The Company shall make deductions for one credit union from the employee's bi-weekly pay, in amounts so authorized by the employee in writing. The deductions shall be forwarded to that designated credit union, along with a list showing for whom the deductions were made within fifteen (15) days of the end of the payroll period. It is understood that employees will select only one credit union to which this section will apply.

Section 3. At the discretion of the Company, pay for employees may be made by or direct deposit (or by electronic pay cards for employees who do not have an account in which to make direct deposits), unless pay by direct deposit and electronic pay card is prohibited by federal, state, or local law.

**ARTICLE 27**  
**HOLIDAYS**

Section 1. The following seven (7) paid holidays shall be considered as paid holidays for full-time employees, with the understanding that the Company reserves the right to operate the plant on such holidays:

New Year's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Birthday Holiday
Labor Day	Floating Holidays (2)

Employees on a regular 10-hour shift shall receive one (1) additional floating holiday. Employees on a regular 8-hour shift shall receive three (3) additional floating holidays. Floating

holidays must be scheduled and pre-approved by the employee's supervisor in advance.

Section 2. Full-time employees shall be paid holiday pay at their regular straight-time rate for their regular shift (8 hours for 5 day/8 hour shift; 10 hours for 4 day/10 hour shift; 12 hours for 3/4 day/12-hour shift). In order to qualify for holiday pay, the employee must have worked his/her full shift on both his/her last scheduled workday prior to the holiday and his/her first scheduled workday after the holiday, and on the holiday, if scheduled.

Section 3. The Company retains the right to schedule work on any or all of the above holidays.

Section 4. Full-time employees shall be paid at the rate of 1.5x times the employee's straight-time hourly rate for all hours worked between the hours of 6:00 AM to 6:00 AM on any of the holidays listed in Section 1 above. Neither holiday pay under Section 2 nor hours worked on a holiday under this Section 4 shall count as hours worked for purposes of computing weekly overtime.

## **ARTICLE 28** **VACATION**

Section 1. Full-time employees will be eligible for vacation in accordance with the following schedule:

<b>Years of Service</b>	<b>Annual Number of Hours (8- or 10-Hour Shift)</b>	<b>Annual Number of Hours (12 Hour Shift)</b>
Hire date through end of Calendar year 1*	80 hours (*pro-rated based on hire date)	84 hours (*pro-rated based on hire date)
Start of calendar year 2 through end of calendar year 6	120 hours	132 hours
Start of calendar year 7 through end of calendar year 14	160 hours	168 hours
Start of calendar year 15 through end of calendar year 24	200 hours	204 hours
Start of calendar year 25 and beyond	240 hours	240 hours

Employees will be eligible to use their full number of annual vacation days beginning January 1 of each year and will be eligible to earn at the next vacation level beginning on January 1 of the year of their milestone anniversary. For example, if an employee's hire date was July 17, 2019, and the employee was earning 80 hours of pro-rated vacation for that year, the

employee would be eligible to earn 120 hours beginning on January 1, 2020, rather than waiting until his/her anniversary date in July 2020. This allows employees to use their full annual allotment of vacation time beginning on January 1 of each calendar year.

Section 2. To maintain the operation and identify vacation coverage, all vacation must be taken in full week increments, with the exception that employees may retain five (5) days of vacation to be taken in daily increments. Exceptions may be reviewed and approved by management. Vacation request will be honored in the order received and based on eligible coverage within departments, business units and job classifications. The plant may implement a vacation request process for plant-wide vacation scheduling.

Section 3. Employees may carry over up to forty (40) hours of vacation at the end of each calendar year to the following calendar year. Any additional unused vacation shall be forfeited, except that an 8-hour employee may cash out up to seven (7) hours of pay, a 10-hour employee may cash out up to nine (9) hours of pay, or a 12-hour employee may cash out up to eleven (11) hours of pay.

Section 4. If an employee is eligible for holiday pay and the holiday falls during the employee's approved vacation period, the employee will receive holiday pay in addition to vacation pay.

Section 5. Upon termination of employment, regardless of length of service and regardless of reason, the employee will receive for earned vacation time not taken or forfeited. Employees are responsible for repayment of any negative vacation balance at the time of termination from the Company and the repayment will be deducted out of the employee's paycheck.

Section 6. Where an absence qualifies as FMLA leave, paid leave using accrued vacation hours may be used for FMLA leave but is not required.

## **ARTICLE 29 PAID SICK LEAVE**

Employees will be entitled to sixty-four (64) hours of Paid Sick Leave per year, paid at the employee's regular rate of pay,

granted on a quarterly basis, so that employees receive sixteen (16) hours of sick leave on January 1, April 1, July 1 and October 1 of each year. New hires will not receive paid sick leave upon hiring, but will receive quarterly grants thereafter on the same basis. The first sixty (60) hours of Paid Sick Leave in a calendar year must be used in twelve (12) hour increments, and the remaining time may be used in 4-hour increments. The Company will not count an employee's use of Paid Sick Leave as an occurrence when evaluating absenteeism. Any unused Paid Sick Leave shall be paid out by January 31st of the following year at the employee's regular rate of pay.

### **ARTICLE 30** **JURY DUTY**

Section 1. A full-time employee who is called upon for jury duty and who by reason of such duty, misses time from work, shall receive for each day of such jury duty, the difference between his/her regular straight-time rate for his/her regular shift (8 hours for 5 day/8 hour shift; 10 hours for 4 day/10 hour shift; 12 hours for 3/4 day/12 hour shift) and the daily jury fee received, to a maximum of forty (40) hours in any one (1) work week, and to a maximum of ten (10) day in any one calendar year. To be eligible for jury duty pay under this article, the employee must notify his/her supervisor within three (3) working days of receipt of a jury summons.

Section 2. The Company reserves the right to require satisfactory evidence in support of an employee's claim for jury duty pay. Furthermore, to be eligible for jury duty pay under this article, the employee must be available for work immediately upon being released from such jury duty.

### **ARTICLE 31** **FUNERAL LEAVE**

Section 1. In the case of the death of an immediate family member of a full-time employee requiring the absence of said employee from his/her regular scheduled assignment, for the purpose of preparing for and/or attending the funeral, then such employee shall be granted a leave of absence of up to twenty-four (24) hours, with pay, even if such time lost

may extend beyond the day of the funeral. "Immediate family member" is defined as the employee's spouse/domestic partner, brother, sister, parent, stepparent, child, stepchild, grandparent, or the parent, brother or sister of the employee's spouse or domestic partner. In the case of the funeral of a grandparent of the employee's spouse or domestic partner, the employee shall be eligible for one (1) day's pay for working time lost to attend the funeral.

Section 2. Bereavement leave shall be paid up to the maximum number of days, as referenced in Section 1 of this article, at the employee's straight-time rate of pay. Payment is available only for scheduled work shifts that the individual misses and will not cover any time for which the employee was not scheduled to work. The relationship of the deceased and the location of the funeral must be noted on the request for bereavement pay status.

### **ARTICLE 32** **LEAVES OF ABSENCE**

The Company shall grant leaves of absence in accordance with applicable law. Failure to return to work upon the scheduled conclusion of a leave of absence or accepting employment with another employer during a leave of absence, shall result in the termination of the employee's employment.

### **ARTICLE 33** **UNIFORMS AND SAFETY EQUIPMENT**

Any uniform, safety shoes or other safety equipment deemed necessary by the Company for its employees shall be furnished and maintained by the Company, and the employees shall be required to wear such uniforms and/or safety shoes and use any such other safety equipment.

### **ARTICLE 34** **SAFETY AND HEALTH**

The Company shall continue to make reasonable provisions for the safety and health of its employees at the plant during the hours of employment.

**ARTICLE 35**  
**INJURY ON THE JOB**

Section 1. In the interest of the welfare and protection of the employees and the Company, it shall be the responsibility of the employee to immediately notify his/her leader or, in his/her absence, the person in charge, of any on the job injury. If the employee requires the care of a physician and the physician places restrictions on the employee, the employee shall be responsible for consulting with the Company regarding such restrictions in order to allow the Company to evaluate whether the restrictions can be reasonably accommodated. If the restrictions cannot be accommodated and the employee is sent home, the employee will be paid for his/her full scheduled shift for the day.

Section 2. Any employee on medical leave, as a result of an on-the-job injury, shall retain and accumulate seniority during such leave, for a period of one (1) year. Extension may be granted, subject to mutual agreement between the parties.

Section 3. Workers' Compensation will be provided in accordance with applicable law.

**ARTICLE 36**  
**EXAMINATION**

Physical, mental or other examinations required by a government body or the Company shall be complied with by all employees. The expense of said examination required by the Company or a governmental body shall be borne by the Company. The Company reserves the right to select its own medical examiner or physician. Employees will not be sent for medical examinations under this article without good reason. Any disagreements over the interpretation or application of this Article can be taken up in the third step of the Grievance procedure up to and including arbitration.

**ARTICLE 37**  
**DRUG AND ALCOHOL TESTING**

Employees shall be required to submit to testing for controlled substances, including non-prescription drugs and alcohol, in accordance with the Company's drug and alcohol policy.

**ARTICLE 38**  
**TOOLS AND EQUIPMENT**

The Company will continue its program of replacing broken tools for maintenance department employees. Equipment deemed necessary by the Company for employees in departments other than maintenance shall be furnished by the Company.

**ARTICLE 39**  
**BULLETIN BOARDS**

The Company will provide bulletin boards in the plant so the Union may post notices relating to meetings, elections, appointments and educational, professional or recreational programs, as necessary for conducting Union business.

**ARTICLE 40**  
**COMPANY MEETINGS**

All employees required to attend Company called meetings, shall be compensated at their straight-time hourly rate of pay, and such time shall be considered as time worked, for purposes of computing overtime.

**ARTICLE 41**  
**SUBCONTRACTING**

The Company may continue to subcontract work not regularly performed by bargaining unit members without limitation. The Company will not subcontract work that is regularly performed by the bargaining unit to the extent that such subcontracting causes a diminishment in the bargaining unit; provided, however, that nothing herein shall prevent the Company from transferring or moving product (new or existing), equipment or machinery within the Danone system.

**ARTICLE 42**  
**SEPARABILITY AND SAVINGS**

If any article or section of this Agreement should be held invalid or illegal by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement

of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement or the application of such article or section to persons or circumstances other than those to which it has been held invalid or illegal or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any article or section is held invalid or illegal or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of the Union or the Company for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint.

### **ARTICLE 43** **COMPLETE AGREEMENT**

The parties agree that this Agreement contains the full and complete agreement between the Company and the Union on all bargainable issues. Any prior written or oral agreements or any prior practices are superseded by the terms of this Agreement any modification, amendment or supplemental agreement shall be of no force and effect unless reduced to writing and approved by the signatories hereto and executed after the effective date of this Agreement.

### **ARTICLE 44** **DURATION OF AGREEMENT**

This Agreement shall become effective upon ratification by the Union and shall remain in full force and effect through and including May 12, 2028 and shall continue in full force and effect until sixty (60) days after either party notifies the other, in writing by certified mail, of its desire to modify or terminate this Agreement.

### **LETTER OF AGREEMENT**

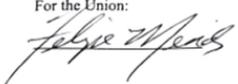
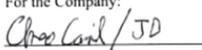
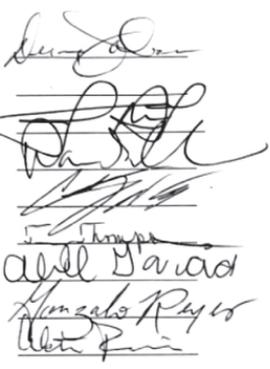
By and Between  
Danone North America, PBC in Dallas, TX  
(hereinafter called the "Company")

and  
UFCW, Local Union No. 540  
(hereinafter called the "Union")

**RE: Parental Bonding Leave**

If Danone U.S., LLC and it's U.S. parent and affiliated U.S. companies offer a paid parental leave policy to all non-represented, non-corporate, hourly employees in U.S. manufacturing facilities on a company-wide basis, such policy shall also be made available to employees covered by this Agreement. The Company shall continue to have the sole discretion to amend or eliminate any such policy in the future. In the event of an amendment or elimination of such policy, the Employer shall provide the Union with notice of such amendment or elimination. This Letter of Agreement shall be reviewed on an annual basis.

This Letter of Agreement will remain in full force and effect through the remainder of the current Collective Bargaining Agreement.

For the Union: 	For the Company: 
4	
	
Date: <u>5/9/25</u>	Date: <u>5/9/2025</u>

# LETTER OF AGREEMENT

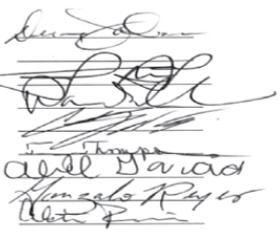
By and Between  
Danone North America, PBC in Dallas, TX  
(hereinafter called the "Company")  
and  
UFCW, Local Union No. 540  
(hereinafter called the "Union")

## **RE: Bonus Program**

At the time of the ratification of the 2025-28 Agreement, the Company maintains a performance incentive bonus program for the bargaining unit. This plan is reviewed and adjusted annually by the Company to ensure that performance targets and rewards are established at appropriate levels and that incentives are aligned with the Company's objectives and values. The Union recognizes that such review and adjustment process will continue to occur on an annual basis.

It is the Company's intention to maintain such incentive bonus program for the duration of this Agreement. In the event that the Company determines that it wishes to discontinue such program, it will provide notice to the Union and will meet and discuss the effects of that decision with the Union upon request.

This Letter of Agreement will remain in full force and effect through the remainder of the current Collective Bargaining Agreement.

For the Union: 	For the Company: 
4	
	
Date: <u>5/4/25</u>	Date: <u>5/9/2025</u>

# LETTER OF AGREEMENT

By and Between  
Danone North America, PBC in Dallas, TX  
(hereinafter called the "Company")  
and  
UFCW, Local Union No. 540  
(hereinafter called the "Union")

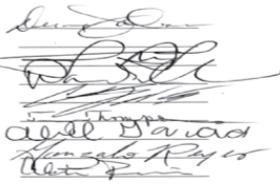
## **RE: Processing Pre-Bid Process**

The Company and Union agrees, pursuant to Article 17 of the Collective Bargaining Agreement ("CBA"), to create a pre-bidding pool in the Processing Department. Participation in the pre-bid pool does not guarantee a Processing position but is designed to provide participating employees with training opportunities to fill a vacancy once a vacancy is identified.

If bidders apply, the Company shall award these pre-bid opportunities in seniority order. Successful bidders will participate in a Processing training program on their scheduled days off not to exceed one (1) day per week, defined as Sunday through Saturday. Training time shall be compensated at the employee's then-current rate of pay. If employees are not successful in the Processing training program, they will be removed from the program. Employees in the pre-bid pool shall not be permitted to work in Processing positions (e.g., overtime, backfilling for employees on vacation) until they successfully fill a Processing vacancy.

Processing openings will be filled through the pre-bid pool in order of entry into the bid pool (first in, first out).

This Letter of Agreement will begin on the Date of Ratification of this Agreement and will remain in full force and effect for one (1) full calendar year, at which time the Parties will meet and discuss the continuance and effectiveness of the pre-bid pool.

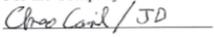
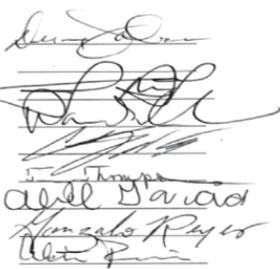
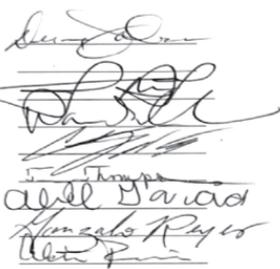
For the Union: 	For the Company: 
4	
	
Date: <u>5/9/25</u>	Date: <u>5/9/2025</u>

# LETTER OF AGREEMENT

By and Between  
Danone North America, PBC in Dallas, TX  
(hereinafter called the "Company")  
and  
UFCW, Local Union No. 540  
(hereinafter called the "Union")

## **RE: Apprenticeship Program**

The Union and Company ("Parties") mutually acknowledge that the need exists for the Company to develop and acquire advanced technical skillsets to support business growth and continued technical advancements. In furtherance of that goal, the Parties agree to meet within sixty (60) days of the Date of Ratification of this Agreement to discuss the terms of an Apprenticeship Program, which the Company will endeavor to implement in or before 2026. The goal of the Apprenticeship Program will be to increase the skill of the maintenance staff at the plant as well as create a path for career development.

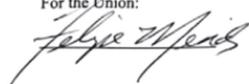
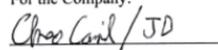
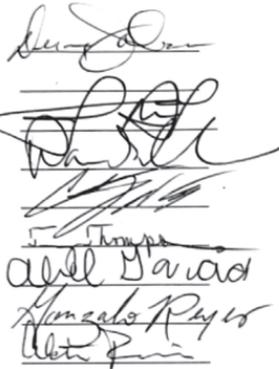
<p>For the Union: </p>	<p>For the Company: </p>
4	
<p> Date: <u>5/9/25</u></p> <p> Date: <u>5/9/2025</u></p>	

# LETTER OF AGREEMENT

By and Between  
Danone North America, PBC in Dallas, TX  
(hereinafter called the "Company")  
and  
UFCW, Local Union No. 540  
(hereinafter called the "Union")

## **RE: Multi-Employer Variable Annuity Pension Plan**

The Company agrees to meet with the Union upon request during the term of the Agreement to discuss the possible implementation of a Variable Annuity Pension Plan.

<p>For the Union:</p> 	<p>For the Company:</p> 
4	
 <p>Date: <u>5/9/25</u></p>	
<p>Date: <u>5/9/2025</u></p>	

**APPENDIX A**

**Wage Schedule Effective March 3, 2024**

**Start – Base Rate**

Level One	\$16.20 <u>General Labor PR01U</u>	
Level Two	\$16.85 <u>Supply Room Attnd PR02U</u> <u>Product Inspector PR02U</u>	<u>Utility Opr PR02U</u>
Level Three	\$17.35 <u>Box Room Opr PR03U</u> <u>Wash Opr PR03U</u>	<u>Materials Handler Opr PR03U</u>
Level Four	\$18.20 <u>Blender Opr PR04U</u> <u>Grinder Opr PR04U</u> <u>Sanitation Labor PR04U</u> <u>Stuffer Opr PR04U</u>	<u>Palletizer Labor PR04U</u> <u>Material Handler Opr PR04U</u> <u>Slicer Opr PR04U</u>
Level Five	\$18.95 <u>Oven Opr PR05U</u> <u>Ingredients Mixer Opr PR05U</u> <u>Knife Sharpener PR05U</u>	<u>Cook Opr PR05U</u> <u>Machine Opr PR05U</u> <u>Inventory Person PR05U</u>
Level Six	\$19.95 <u>Lead PR06U</u>	
<u>Waste Water</u>	\$22.20	

Maintenance / Electronic Tech.

Level M1	\$21.32	Level M5	\$25.72
Level M2	\$22.20	Level M6	\$27.19
Level M3	\$23.08	Level M7	\$28.66
Level M4	\$24.25	Level M8	\$30.11
Leads		\$2.00 per hour over Level 8	

Refrigeration Wages:

Level R1	\$26.19	Level R5	\$31.63
Level R2	\$27.28	Level R6	\$33.45
Level R3	\$28.37	Level R7	\$35.16
Level R4	\$29.83	Level R8	\$37.07

Leads \$2.00 per hour over Level 8

**APPENDIX B**

**Wage Schedule Effective March 2, 2025**

**Start – Base Rate**

Level One	\$17.00 <u>General Labor PR01U</u>	
Level Two	\$17.65 <u>Supply Room Attnd PR02U</u> <u>Product Inspector PR02U</u>	<u>Utility Opr PR02U</u>
Level Three	\$18.15 <u>Box Room Opr PR03U</u> <u>Wash Opr PR03U</u>	<u>Materials Handler Opr PR03U</u>
Level Four	\$19.00 <u>Blender Opr PR04U</u> <u>Grinder Opr PR04U</u> <u>Sanitation Labor PR04U</u> <u>Stuffer Opr PR04U</u>	<u>Palletizer Labor PR04U</u> <u>Material Handler Opr PR04U</u> <u>Slicer Opr PR04U</u>
Level Five	\$19.75 <u>Oven Opr PR05U</u> <u>Ingredients Mixer Opr PR05U</u> <u>Knife Sharpener PR05U</u>	<u>Cook Opr PR05U</u> <u>Machine Opr PR05U</u> <u>Inventory Person PR05U</u>
Level Six	\$20.75 <u>Lead PR06U</u>	
<u>Waste Water</u>	\$24.00	

Maintenance / Electronic Tech. (Includes off-cycle increase of \$1.00 received in 10/1/24)

Level M1	\$23.12	Level M5	\$27.52
Level M2	\$24.00	Level M6	\$28.99
Level M3	\$24.88	Level M7	\$30.46
Level M4	\$26.05	Level M8	\$31.91
Leads		\$2.00 per hour over Level 8	

Refrigeration Wages: (Includes off-cycle increase of \$.35 received in 10/1/24)

Level R1	\$26.89	Level R5	\$32.33
Level R2	\$27.98	Level R6	\$34.15
Level R3	\$29.07	Level R7	\$35.86
Level R4	\$30.53	Level R8	\$37.77
Leads		\$2.00 per hour over Level 8	

**APPENDIX C**

**Wage Schedule Effective March 1, 2026**

**Start – Base Rate**

Level One	\$17.80 <u>General Labor PR01U</u>	
Level Two	\$18.45 <u>Supply Room Attnd PR02U</u> <u>Product Inspector PR02U</u>	<u>Utility Opr PR02U</u>
Level Three	\$18.95 <u>Box Room Opr PR03U</u> <u>Wash Opr PR03U</u>	<u>Materials Handler Opr PR03U</u>
Level Four	\$19.80 <u>Blender Opr PR04U</u> <u>Grinder Opr PR04U</u> <u>Sanitation Labor PR04U</u> <u>Stuffer Opr PR04U</u>	<u>Palletizer Labor PR04U</u> <u>Material Handler Opr PR04U</u> <u>Slicer Opr PR04U</u>
Level Five	\$20.55 <u>Oven Opr PR05U</u> <u>Ingredients Mixer Opr PR05U</u> <u>Knife Sharpener PR05U</u>	<u>Cook Opr PR05U</u> <u>Machine Opr PR05U</u> <u>Inventory Person PR05U</u>
Level Six	\$21.55 <u>Lead PR06U</u>	

Waste Water            \$24.80

Maintenance / Electronic Tech.

Level M1	\$23.92	Level M5	\$28.32
Level M2	\$24.80	Level M6	\$29.79
Level M3	\$25.88	Level M7	\$31.26
Level M4	\$26.85	Level M8	\$32.71
Leads		\$2.00 per hour over Level 8	

Refrigeration Wages:

Level R1	\$27.24	Level R5	\$32.68
Level R2	\$28.33	Level R6	\$34.50
Level R3	\$29.42	Level R7	\$36.21
Level R4	\$30.88	Level R8	\$38.12

Leads                            \$2.00 per hour over Level 8

## APPENDIX D

Maintenance and Refrigeration Wages  
North Richland Hills  
March 3, 2024

### Maintenance Wages:

Level 1 \$21.32  
Level 2 \$22.20  
Level 3 \$23.08  
Level 4 \$24.25  
Level 5 \$25.72  
Level 6 \$27.19  
Level 7 \$28.66  
Level 8 \$30.11  
Leads \$2.00 per hour over  
Level 8 scale

### Refrigeration Wages:

Level 1 \$26.19  
Level 2 \$27.28  
Level 3 \$28.37  
Level 4 \$29.83  
Level 5 \$31.63  
Level 6 \$33.45  
Level 7 \$35.16  
Level 8 \$37.07  
Leads \$2.00 per hour over  
Level 8 scale

Maintenance team members hired in the past 24 months will be required to pass all level testing up through the level they are assigned within two (2) years from their hire date. If a team member fails to complete all Levels within two (2) years or fails a level test 3 times they will be bumped to the level they have tested unless they fail to test through level four. TMs that fail to reach level two (2) and level four (4) in the prescribed time frame will be subject to disqualification and removal from maintenance.

Maintenance team members hired after the ratification date will also have two years to complete the Level testing assigned starting at their date of hire. If a team member fails to complete all Levels within two (2) years or fails a level test 3 times they will receive the level pay they have tested to. Additionally, TMs that fail to reach level two (2) and level four (4) in the prescribed time frame will be subject to disqualification and removal from maintenance. On October 6, 2013, all level 8 team members will be grandfathered and compensated at their assigned level of compensation. Anyone not currently at level 8 will not be grandfathered.

### Level Testing and Study

Maintenance team members will participate in a Company sponsored computer based testing (CBT) program consisting of study material and tests. All team members will begin with

Level one (1) and complete each level in sequence.

The Company will provide up to three hours per week of paid time to prepare for and take the required tests on each level of study according to the following schedule:

1. Three (3) months or thirty-six (36) hours of paid study time during non-scheduled work hours at straight or overtime rates for each level of study.
2. Should the team member fail to pass the test the first time it is taken another month or twelve (12) hours of paid time will be granted for further preparation.
3. Should the team member fail the test the 2nd time it is taken another month or twelve (12) hours of paid time will be granted for further preparation.
4. If the team member fails the test for a given level the 3rd time all further preparation for that level will be done on the team member's own time.
5. If team member fails the test for any level 3 times, they shall be placed in their achieved Maintenance Level and be compensated at the appropriate pay level.

In addition to passing the CBT for each level all team members will be required to pass a hands-on demonstration of ability for the skill set of each level. The hands-on demonstration will be administered by the Maintenance Supervisor assigned to the program administration.

Team members will have six (6) months to complete levels one (1) and two (2). They will have an additional eight (8) months to complete levels three (3) and (4) and will be given a predetermined date. Additionally, levels five (5) through eight (8) shall be completed within the preceding ten (10) months. TMs that fail to reach level two (2) and level four (4) in the prescribed time frame will be subject to disqualification and removal from maintenance.

A team member who fails to complete scheduled Maintenance Level Training in the time frame established or fails a level test three (3) times shall be placed in the achieved Maintenance

level and be compensated at the appropriate pay level. If a team member fails to test through his/her level within 24 months, he/she will be compensated at the level they have achieved. Any team member that fails to test through level four within the prescribed time frame will be removed from the maintenance program. Team members who fail a section test are required to wait one (1) week before attempting that section test again.

The Company reserves the right to terminate Quick Start anytime during the life of the Agreement. It is understood; however, that team members who are participating in the Quick Start program at the time of such termination will continue to be paid in accordance with the Quick Start Program.

Refrigeration Career Pathing:

Level 1	
Level 2	
Level 3	
Level 4	Start Up
Level 5	All IIAR videos 1 year Experience
Level 6	Successful Completion of RETA Operator I 2 years Experience
Level 7	Successful Completion of RETA Operator II 3 years Experience
Level 8	Successful Completion of RETA Operator III 4 years Experience

Employee must be CARO or CIRO certified and meet the standards noted above to reach Level 8

Employee must be CIRO certified and meet the standards noted above to be eligible to bid for Refrigeration Lead positions

CARO: \$1.00 Premium

CIRO: \$1.00 Premium

## NOTES