AgEcon SEARCH
RESEARCH IN AGRICULTURAL & APPLIED ECONOMICS

The World's Largest Open Access Agricultural & Applied Economics Digital Library

This document is discoverable and free to researchers across the globe due to the work of AgEcon Search.

Help ensure our sustainability.

Give to AgEcon Search

AgEcon Search
http://ageconsearch.umn.edu
aesearch@umn.edu

*Papers downloaded from **AgEcon Search** may be used for non-commercial purposes and personal study only. No other use, including posting to another Internet site, is permitted without permission from the copyright owner (not AgEcon Search), or as allowed under the provisions of Fair Use, U.S. Copyright Act, Title 17 U.S.C.*

ORIGINAL

MASTER AGREEMENT

BUD ANTLE, INC.

and

GENERAL TEAMSTERS, WAREHOUSEMEN AND HELPERS UNION
LOCAL 890

Salinas, California

APPENDIX I

(ARTICLE XVI to MASTER AGREEMENT)

Agricultural Support Workers Sub-Agreement

APPENDIX II

(ARTICLE XVII to MASTER AGREEMENT)

Agricultural Production Workers Sub-Agreement

APPENDIX III

(ARTICLE XVIII to MASTER AGREEMENT)

Agricultural Plant Workers Sub-Agreement

As Amended Effective

July 16, 1979

Table of Contents

		Page
ARTICLE I	Recognition	
1.1	Independence of Negotiations	1
1.2	Scope of Union Recognition	1
1.3	Assignability	1
ARTICLE II	Union Security	
2.1	Union Membership	2
2.2	Notification of New Employment	2
2.3	Nondiscrimination	2
2.4	Arizona Operations	2
2.5	Agency-Shop Clause	3
2.6	Check-Off of Union Dues	3
2.7	Inspection Privileges	3
2.8	Invalid Provisions	3
ARTICLE III	Rights of Management	
3.1	Directing Work Force	4
3.2	Discharge of Employees for Cause	4
	A. Group-One Rules	4
	B. Group-Two Rules	4
	C. Group-Three Rules	5
3.3	Company Rules and Regulations	5
ARTICLE IV	Noncovered Units	6
ARTICLE V	Scope of Bargaining Unit	6
ARTICLE VI	Economic Sanctions	
6.1	No Strikes, No Lockouts	6
6.2	Discharge of Employees for Cause; Exceptions	6
6.3	Exclusive Remedies for Disputes and Grievances	7
ARTICLE VII	Maintenance of Standards	7
ARTICLE VIII	Seniority	
8.1	New Employees	7
8.2	Regular Employees	7

8.3	Permanent and Seasonal Employees	7
8.4	Seniority Records	7
8.5	Union Access to Company Seniority Records	8
8.6	Fringe Benefits	8
8.7	Operation of Seniority Clause	8
8.8	Termination of Seniority	9
8.9	Effect of Termination on Seniority	9
8.10	Seniority Grievances	9
ARTICLE IX	Leaves of Absence	
9.1	In General	9
9.2	Duration of Leaves of Absence	9
ARTICLE X	Grievance Provisions	
10.1	Exclusive Representation	10
10.2	Grievance Procedure	10
	A. Step One	10
	B. Step Two	10
	C. Step Three	11
10.3	Other Provisions Relating to Grievances	11
ARTICLE XI	Collective Bargaining	12
ARTICLE XII	Health and Safety	12
ARTICLE XIII	Cost of Living	
13.1	Scope of Cost-of-Living Allowance	12
13.2	Basis of Allowance Amount	12
13.3	Effective Date of Allowance	12
13.4	Specific Provisions	12
ARTICLE XIV	Wage and Price Stabilization	
14.1	Applicable Legislation	13
14.2	Cooperation of the Parties	13
ARTICLE XV	New Classifications	13
ARTICLE XVI	Additional Provisions for Agricultural Support Workers	13
ARTICLE XVII	Additional Provisions for Agricultural Production Workers	13
ARTICLE XVIII	Additional Provisions for Agricultural Plant Workers	14

ARTICLE XIX	Duration of Agreement	14
	EXECUTION	14
	APPENDIX I	15
	APPENDIX II	36
	APPENDIX III	53
	EXHIBIT I	58

Table of Contents

APPENDIX I

AGRICULTURAL SUPPORT WORKERS SUB-AGREEMENT

		Page
16.1	Scope of Sub-Agreement	15
16.2	State Unemployment Insurance	15
16.3	Health and Welfare, Major Medical, Dental, and Vision Care	15
	A. General Program	15
	B. Payment of Premiums	15
	C. Eligibility	15
	D. Payment of Insurance Premiums Between Seasons	15
	E. Additional Death/Funeral Benefit	15
	F. Medical and Dental Claims Review Board	16
	G. Study Committee	16
16.4	Pension Plan	17
16.5	Cost of Living	17
16.6	Funeral Leave	17
16.7	Jury Duty	17
16.8	Holidays	17
	A. Plant Holidays	17
	B. Paid Holidays	18
	C. Holidays Falling on a Sunday	18
16.9	Vacation	18
16.10	Travel Pay	19
16.11	Bidding on Jobs	19
16.12	Subsistence	20
16.13	Sick Leave	20
	EXECUTION	20
	SUPPORT WORKERS SUPPLEMENTAL AGREEMENTS A-D	21

SUPPORT WORKERS SUPPLEMENTAL AGREEMENT A

Shop Workers

A.1	Hours	21
A.2	Wages and Classification	21
A.3	Lunch Hour	21
A.4	Night-Shift Wage Differential	21
A.5	Call Time	21
A.6	Protection of Tools	22
A.7	Personal Safety Equipment	22
A.8	Movement of Equipment	22
A.9	Subsistence	22
A.10	Travel Pay	22
	EXHIBIT A-1 Shop Wage Rates	24

SUPPORT WORKERS SUPPLEMENTAL AGREEMENT B

Truck Drivers - Field Hauling

B.1	Scope of Supplemental Agreement	26
B.2	Wage Rates	26
B.3	Call Time	27
B.4	Work Guarantee on Reassignment	27
B.5	Safety Inspections	27
B.6	Seniority	27
B.7	Subsistence	28
	EXHIBIT B-1 Field-Haul Wage Rates	29

SUPPORT WORKERS SUPPLEMENTAL AGREEMENT C

Truck Drivers - Line Hauling

C.1	Mileage Rates and Hourly Rates	30
C.2	Loading and Unloading Time	30
C.3	Breakdowns	30
C.4	Vacations	30
C.5	Personal Safety Equipment	30
C.6	Holidays	31
C.7	Subsistence Pay	31
C.8	Permit Loads	31
C.9	Sub-Contracting	31
C.10	Miscellaneous Provisions	31
	EXHIBIT C-1 Line-Haul Mileage Rates and Hourly Rates	33

SUPPORT WORKERS SUPPLEMENTAL AGREEMENT D

Glue Machine

D.1	Hours	34
D.2	Wages	34
D.3	Call Time	34
D.4	Lunch Break	34
D.5	Travel Time	34
D.6	Night-Shift Differentials	34
D.7	Seniority	34
D.8	Subsistence	35
D.9	Saturday Hours	35

Table of Contents

APPENDIX II

ARTICLE		Page
	AGRICULTURAL PRODUCTION WORKERS SUB-AGREEMENT	
17.1	Scope of Article	36
17.2	Unemployment Insurance and Workmen's Compensation	36
17.3	Health and Welfare	36
17.4	Pension	37
17.5	Cost of Living	37
17.6	Funeral Leave	37
17.7	Jury Duty	37
17.8	Holidays	37
17.9	Vacations	38
17.10	Travel Time	38
17.11	Call Time	38
17.12	Rest Periods	39
17.13	Hours and Overtime	39
	A. Overtime	39
	B. Lunch Break	39
17.14	Wages, Job Classification and Jobs Covered	39
17.15	Special Rules for Field Seniority	40
	A. Crew Transfers	40
	B. Crew Termination	40
	C. New Rehires	40
	D. Bumping Procedure	40
	E. Seniority Within Job Classification	40
	F. North/South Seniority	40
17.16	Work Equalization	41
17.17	Production Figures	41

17.18	Training Meetings	41
17.19	Crew Representatives	41
17.20	Piece-Rate Calculations	41
17.21	Blythe/Poston Travel Pay	41

SCHEDULES

I	Wrapped Lettuce/Cabbage Harvest	42
II	Naked Lettuce/Cabbage Harvest	44
III	Celery -- Field Harvest	46
IV	Farm Labor and Miscellaneous Harvest	48
V	Bulk Lettuce Harvest-Bins	50
VI	Greenhouses	51
VII	Cauliflower Harvest	52

Table of Contents

APPENDIX III

ARTICLE	AGRICULTURAL PLANT WORKERS SUB-AGREEMENT	Page
18.1	Scope of Article	53
18.2	Unemployment Insurance and Workmen's Compensation	53
18.3	Health and Welfare	53
18.4	Pension	54
18.5	Cost of Living	54
18.6	Funeral Leave	54
18.7	Jury Duty	54
18.8	Holidays	54
18.9	Vacations	55
18.10	Travel Time	55
18.11	Rest Periods	55
18.12	Hours and Overtime	55
	A. Overtime	55
	B. Lunch Break	55
18.13	Wages, Job Classification and Jobs Covered	56
18.14	Work Equalization	56
18.15	North/South Seniority	56
18.16	Training Meetings	56
18.17	Crew Representatives	56
SCHEDULES		
I	Salad Plant	57

MASTER AGREEMENT

BUD ANTLE, INC.

and

GENERAL TEAMSTERS, WAREHOUSEMEN AND HELPERS UNION
LOCAL 890

Salinas, California

THIS AGREEMENT is made and entered into by and between BUD ANTLE, INC., a California corporation (hereinafter referred to as the "Company"), and the GENERAL TEAMSTERS, WAREHOUSEMEN AND HELPERS UNION, LOCAL 890, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (hereinafter referred to as the "Union"), acting for and on behalf of the hereinafter designated employees of the Company as their exclusive collective-bargaining agent pursuant to Agricultural Labor Relations Board certification No. 75-RC-19-M, dated February 2, 1977.

ARTICLE I

Recognition

1.1 Independence of Negotiations. The Company and the Union agree that this contract is a separate contract between them, and that Bud Antle, Inc. is not a member of any multi-employer negotiating group. The contracting parties further agree that negotiations under and interpretations of this contract shall be independent of any multi-employer or industry-wide negotiations that the Union might undertake with other employers. The parties further agree that only employees of the Company may vote on this contract and matters relating to it.

1.2 Scope of Union Recognition. The Company recognizes the Union and only the Union as the exclusive collective-bargaining representative for all agricultural employees of the Company, excluding employees of all vacuum-cooling plants and the Company's Salinas celery-heart shed. The terms of this contract do not extend to office and sales employees, security guards, or professional or supervisory employees as such job classifications are defined and interpreted under the Labor-Management Relations Act, as amended. Employees of Freshpak Systems, Inc., a subsidiary of the Company, are covered by a separate agreement. The Union may service this contract with its own full-time employees without the prior written consent of the Company.

1.3 Assignability. The rights and obligations granted to and assumed by the Union cannot be assigned to any other labor organization without the written consent of the Company. For purposes of this Agreement, the Union

is a separate and distinct labor organization from other locals affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America and its Western Conference and from the International Brotherhood and Western Conference themselves.

ARTICLE II

Union Security

2.1 Union Membership. If any person who is not a member of the Union be employed, such person shall, within five (5) days after beginning to work for the Company, apply to become a member of the Union, and the Union agrees that it will not discriminate against such an applicant. Any employee to whom membership is made available on the same terms and conditions that generally apply to other Union members and who fails to become a member of the Union, or whose membership in the Union is terminated because of failure to tender the initiation fees, periodic dues, or assessments uniformly required by the Union, shall, on written request by the Union to the Company, be discharged and shall not be reemployed until the Union indicates in writing that he has paid such dues and initiation fees. Unless indicated otherwise in Articles XVI, XVII, and XVIII, the above initiation-and-dues condition shall be in effect for all employees covered under this contract. The Company agrees to distribute Union membership cards supplied by the Union to all new employees.

2.2 Notification of New Employment. As soon as practical after employing anyone covered by the terms of this Agreement, the Company shall notify the Union, by telephone or on cards furnished by the Union, of the employee's name, address, social-security number, and job classification, and of the date on which the person was employed.

2.3 Nondiscrimination. There shall be no discrimination in hiring or in conditions of employment based on race, religion, color, age, creed, sex, or national origin. Bud Antle, Inc., being an Equal Employment Opportunity Employer, agrees that this obligation includes, but is not limited to, the following: hiring, placement, upgrading, transfer, demotion, treatment during employment, rates of pay or other forms of compensation, layoff, or termination.

2.4 Arizona Operations. The provisions contained in paragraphs 2.1 or 2.2 of this Article shall not apply to the Company's operations, if any, in the State of Arizona and the whole of this Article is hereby deleted as to such operations so long as they are contrary to the law of Arizona. The Union asserts that the State of Arizona constitutional amendment commonly referred to as the "Right-to-Work Bill" is unconstitutional and invalid, and the Union specifically reserves the right to secure a judicial determination thereof. Should the Bill be repealed or be held invalid by the court of last resort, the provision of this Section shall be eliminated and the provisions of this Article shall thereupon become effective as to the Company's operations in Arizona, except as those provisions may be modified or superseded by any act of Congress or any lawful statute of the State of Arizona.

2.5 Agency-Shop Clause. If any agency-shop clause is permissible in any state where the provisions of this Article relating to the Union Shop cannot apply, the following Agency Clause shall prevail:

A. Membership in the Union is not compulsory. Employees have the right to join, not join, maintain, or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.

B. Membership in the Union is separate, apart, and distinct from the assumption by each employee of his equal obligation to support the Union to the extent that he receives equal benefits from the activities of the Union. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union. Accordingly, it is fair that each employee in the bargaining unit pay his own way and assume his fair share of the obligation along with the grant of equal benefit contained in this Agreement.

C. In accordance with the policy set forth under subparagraphs A and B of this Section, all employees shall, as a condition of continued employment, pay to the Union, the employees' exclusive collective-bargaining representative, an amount equal to that paid by other employees in the bargaining unit who are members of the Local Union, which shall be limited to an amount of money equal to the Local Union's regular and usual initiation fees, and its regular and usual dues. For present employees, such payments shall commence five (5) days following the effective date or on the date of execution of this Agreement, whichever is the later, and, for new employees, the payment shall start five (5) days following the date of employment.

2.6 Check-Off of Union Dues. Upon written authorization by the employee, the employer shall deduct all initiation fees, dues, and/or uniform assessments from the check of the employee and forward such deductions to the office of the Union by the 10th day of each month.

2.7 Inspection Privileges. Authorized agents of the Union shall have access to the employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collecting dues, and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the firm's working schedule.

2.8 Invalid Provisions. Should the provisions contained in 2.1 or 2.2 of this Article II become unlawful, the parties agree to modify said provisions so as to provide the maximum union security and check-off allowed by law.

ARTICLE III

Rights of Management

3.1 Directing Work Force. Bud Antle, Inc. shall have the exclusive right to direct the work force, to direct the means and accomplishments of any work, to determine the number of workers required for any job including the number to be employed at the classification rates or particular piece rates of pay as may be provided hereinafter, subject to Articles XVI, XVII, and XVIII below, and Bud Antle, Inc. shall have the right to hire and fire workers subject to the provisions of this contract.

3.2 Discharge of Employees for Cause. The Company shall have the right to discharge employees, subject to the Grievance Provisions set forth in Article X, pursuant to the following Rules:

A. Group-One Rules. An employee's violation of any of the following Group-One Rules may lead to that employee's immediate discharge by the Company:

(1) Being under the influence of illegal drugs or being drunk while on the job.

(2) Sale of illegal drugs while on the job or on Company premises.

(3) Fighting on the job or on Company premises.

(4) Absence from the job or failure to return from leave of absence (requested in writing) in excess of five (5) working days without just reason.

(5) Theft or intentional destruction of Company property.

(6) Possession of a firearm while on duty as a driver on any Company vehicle.

(7) Gross negligence resulting in severe bodily injury or death to someone else.

B. Group-Two Rules. An employee's violation of any of the following Group-Two Rules may lead to a five (5) working-day suspension for that employee for the first offense and termination of that employee for the second offense within any twelve (12) month period:

(1) Gross insubordination.

(2) Failure to follow safety rules and regulations or employer's posted Rules and Regulations.

(3) Absence from the job or failure to return from leave of absence (requested in writing) of five (5) working days or less without just reason.

(4) Defacing Company property.

(5) Negligence resulting in serious bodily injury or property damage in excess of $2,000.00 in any one incident or $3,000.00 within (20) months for multiple incidents.

C. Group-Three Rules. An employee's violation of any one or more of the following Group-Three Rules may lead to a written warning for the first offense, a five (5) working-day suspension for a second violation of Group-Three Rules within nine (9) months, and termination for a third violation within twelve (12) months:

(1) Insubordination without provocation.

(2) Failure to follow reasonable instructions of superiors.

(3) Failure to perform work as required.

(4) Incompetency.

(5) Negligent operation of Company vehicles.

(6) Negligent maintenance of Company vehicles and/or equipment by the employee responsible for same.

(7) Excessive absenteeism or tardiness.

(8) Being under the influence of illegal drugs or being drunk while on Company premises.

3.3 Company Rules and Regulations

A. The Company has the right to establish such reasonable company rules and/or regulations (hereinafter "rules") as it deems necessary provided that such rules are not contrary to the terms and conditions of this Agreement. These Company rules shall be posted in a conspicuous place, where they will be seen by employees concerned.

B. The Company agrees that within a reasonable time before new rules or changes to existing Company rules become effective, a copy shall be provided to the Union and the Union shall have the right to object. Any objection must be specific as to what rule or rules are being objected to.

C. In the event the Company and the Union cannot agree on such rule or rules, the dispute shall be subject to Article X--Grievance Provisions.

ARTICLE IV

Noncovered Units

This Agreement shall not be applicable to those operations of the employer where the employees have heretofore been covered by a collective-bargaining agreement with a Union not signatory to this Agreement.

ARTICLE V

Scope of Bargaining Unit

The parties agrée that it is the Company's position that all employees covered by Agricultural Labor Relations Board Certification No. 75-RC-19-M, plus employees engaged in similar functions in Arizona, are part of one bargaining unit, and it is the Union's position that the employees covered by Article XVI are in a separate bargaining unit from the employees covered by Article XVII and Article XVIII hereof. The parties have agreed not to resolve this dispute at this time in furtherance of labor peace. However, both parties agree that, if any of the units covered under Article XVI are subsequently determined to be subject to the jurisdiction of the National Labor Relations Board, all such units shall be treated hereunder as a separate unit or units. Further, it is recognized that the Union contends that certain employees covered by this collective-bargaining agreement and the supplements thereto are not agricultural employees. However, again, in the furtherance of labor peace, the parties agree not to resolve this dispute at this time. It is agreed, however, that nothing contained in this Agreement shall prevent either party at a later date from seeking clarification of the status of any employee from the appropriate administrative agency or a court of competent jurisdiction.

ARTICLE VI

Economic Sanctions

6.1 No Strikes, No Lockouts. The Union and the Company agree that there shall be no lockouts, strikes, slowdowns, economic action, or any other interruption of work during the life of this Agreement. The foregoing sentence shall not apply to any action with respect to a dispute that the Union has with the Company regarding employees of the Company not covered by this Agreement.

6.2 Discharge of Employees for Cause; Exception. It shall not be a violation of this Agreement or cause for discharge if any employee refuses to cross a picket line in the performance of his duties when such picket line is sanctioned by Local 890, the Joint Council of Teamsters, the Western Conference of Teamsters, and the International Teamsters Union.

6.3 Exclusive Remedies for Disputes and Grievances. It is understood that all disputes and grievances hereunder shall be settled under the Grievance Provisions set forth in Article X.

ARTICLE VII

Maintenance of Standards

No employee shall suffer any reduction in rates of pay by reason of the execution of this Agreement. There shall be no split shifts.

ARTICLE VIII

Seniority

8.1 New Employees. New employees shall work under the provisions of this Agreement as probationary employees until they have been employed with the Company for thirty (30) working days within a consecutive ninety (90) day probationary period. Probationary employees may be discharged during the probationary period with or without cause and without further recourse. Upon completion of thirty (30) working days within the probationary period, the employee shall be retroactively placed on the applicable seniority list of the Supplemental Agreement under which he is then working as of his original date of hire.

8.2 Regular Employees. Upon attainment of seniority, an employee shall be considered a regular employee of the Company. There shall be no responsibility for rehiring probationary employees if they are laid off prior to becoming regular employees.

8.3 Permanent and Seasonal Employees. Employees working 1500 hours annually or forty (40) weeks within a fifty-two (52) week period, shall be considered permanent employees of the Company; all other employees shall be considered seasonal employees. Permanent employees of the Company shall have priority in all matters relating to seniority over seasonal employees; additionally, those employees who follow the Company into each area and who so work on a year-round basis are entitled to "super-seniority" status and will receive seniority consideration accordingly.

8.4 Seniority Records. The Company shall maintain a computerized seniority system that will record and monitor the (1) Company Seniority, (2) Area Seniority, and (3) Classification Seniority of all regular employees, as specified under supplemental agreements XVI, XVII and XVIII. The following principles and terms shall apply:

(1) Company seniority is defined as a regular worker's total length of continuous employment with the Company, commencing with his original date of hire.

(2) Area seniority is defined as a worker's total length of continuous employment in either the Northern or Southern areas of the Company's operations. Salinas-Watsonville and Huron constitute the Northern

area; Holtville, Oxnard, and all other operations south of Huron constitute the Southern area.

(3) Classification seniority is defined as a worker's total length of continuous employment within a job classification that has been designated as a separate classification for the purposes of seniority, commencing from his date of entry into the classification.

Seniority shall be acquired, maintained, and lost in each classification and/or area independently of all other classifications and/or areas. A break in seniority in one classification and/or area shall not constitute a break in company seniority unless the employee is terminated by the Company for cause pursuant to Paragraph 8.8B hereof and so long as all other conditions for unbroken seniority are fulfilled. An employee shall maintain his company seniority until all classification seniority has been broken in all areas. For the purposes of the seniority system, the order of prevailing seniority shall be classification seniority, area seniority, then Company seniority.

Earned vacation leave, authorized leaves of absence, and earned sick leave will count as constructive time for the purposes of seniority and shall not constitute a break in employment.

All employees with a date of first hire prior to the formal inception of the Company's computerized seniority lists shall have equal seniority within their classifications if more reliable records are not otherwise available.

8.5 Union Access to Company Seniority Records. Should any bona fide question arise between the Company and the Union with respect to the seniority of any employee or the seniority rights of any employee or group of employees vis-a-vis any other employee or group of employees, the Company agrees to produce for the Union a printout of relevant seniority information from the Company's computer at no cost to the Union. Regardless of any question, the Company shall use its best efforts to produce upgraded seniority lists for all classifications of employees and shall post such lists in conspicuous locations and supply copies on a monthly basis to the Union.

8.6 Fringe Benefits. For purposes of fringe benefits, an employee will remain on the Company seniority list from the original date of hire and shall be paid benefits based on his original date of hire with the Company, provided he qualifies in all other respects.

8.7 Operation of Seniority Clause. All jobs within Articles XVI, XVII, and XVIII shall be filled and all rehires shall be made giving due respect to the seniority under those Articles of the persons being hired, and layoffs from work shall be made in the inverse order of seniority. In any event, due consideration shall also be given to the ability of the employees being hired or laid off and to the ability of the remaining employees to perform the work available in the manner satisfactory to the employer, subject in any instance to the right of appeal as provided in the Grievance Provisions set forth in Article X.

8.8 Termination of Seniority. Seniority shall be terminated for any of the following reasons:

A. Voluntary quitting.

B. Discharge for cause.

C. Failure to report for work within three (3) days after the commencement of seasonal operations in any locality without first having obtained the written consent of the employer.

The foregoing notwithstanding, if the Company, although not obligated to, rehires an employee whose seniority has terminated by reason of his failure to report for seasonal employment within three days of the commencement of operations as herein required, such employee shall regain his original seniority.

8.9 Effect of Termination on Seniority. If an employee loses company seniority for any of the causes hereinabove enumerated when working in one district, he shall lose all seniority rights with the Company in all districts.

8.10 Seniority Grievances. All grievances related to seniority shall be made in writing to the Company within ten (10) days, excluding Saturdays, Sundays, and holidays, and any employee failing to make a grievance as prescribed shall waive his right to bring the matter in question as a grievance.

ARTICLE IX

Leaves of Absence

9.1 In General. Leaves of absence may be granted by applying to and receiving approval from the Company. All leaves of absence, except as otherwise provided, shall be requested in writing and signed by the Company and the employee, and a copy shall be retained by each. All leaves of absence in excess of thirty (30) days require approval by the Union.

9.2 Duration of Leaves of Absence. Specific procedures governing leaves of absence are as follows:

A. One to Three Days -- Needs approval of foreman; approval need not be in writing.

B. Four to 30 Days -- Needs approval of foreman; approval must be in writing. Leaves in excess of ten (10) days must be authorized in writing by a supervisor or the personnel department.

C. Thirty-one to 180 Days -- Must be approved by the personnel department in writing and a copy of approval sent to the Union. The Union will have ten (10) days to object if it has not also signed the authorization, after which it will be deemed that the Union consents to the leave of absence.

When more employees than can be spared by the Company have applied for a leave of absence at the same time, such leaves shall be granted on the basis of seniority, with the employee having the highest seniority receiving first preference.

ARTICLE X

Grievance Provisions

10.1 Exclusive Representation. The Union is the exclusive representative of the employees for all purposes with respect to disputes or grievances.

10.2 Grievance Procedure. Whenever any dispute or grievance shall arise between the Union and the Company or an employee and the Company that cannot be settled informally, it shall be adjusted as follows:

A. Step One. The matter shall be stated in writing and the statement signed by the employee or Union representative. The statement shall include the following:

(1) A complete declaration of the grievance and the facts on which it is based;

(2) The remedy or correction suggested; and

(3) The section or sections of this Agreement, if any, relied upon or claimed to have been violated.

This written grievance shall then be presented by either the shop steward or business agent of the Union to the foreman or Company representative and, if the foreman or Company representative and the shop steward or business agent cannot settle the matter, the Company shall, within forty-eight hours after demand by the shop steward or business agent, furnish the Union with a written answer that shall include the following:

(1) A complete statement of the Company's position and the facts upon which it is based;

(2) The remedy or correction offered, if any. "

B. Step Two. If it is decided to appeal the grievance to Step Two, the business agent shall, within three (3) days after receipt of the Company's answer, send a notice of appeal in writing to the Company, which notice shall include the following:

(1) A brief statement of the reasons for appeal;

(2) Any additional facts in support of the original statement;

(3) A statement of the remedy or correction requested from Company;

(4) The citation of any section or sections of this Agreement that are relied upon or claimed to have been violated.

After such notice of appeal, the Union and the Company shall arrange a conference, at which conference all interested parties shall be present, including a Company representative with authority to settle the dispute in controversy. At said conference either party may offer and present evidence of the grievance and during the conference a bona fide effort in good faith will be made by both of the parties to settle the grievance. Either party will have the right to demand that said conference be held within five (5) days of the notice of appeal.

C. Step Three.

(1) Any dispute that has not been adjusted under Steps One and Two above may be submitted to arbitration. The Company and the Union shall attempt by mutual agreement to appoint an arbiter. In the event the parties cannot agree on an impartial arbiter, then either party may request a panel of arbitrators to be submitted by the Federal Mediation and Conciliation Service, the State Mediation and Conciliation Service, or the American Arbitration Association, and an arbiter shall be selected from such panel by the process of each party alternately eliminating one of the suggested names until there remains only one name on the panel.

(2) At the outset of the arbitration hearing, the party appealing to arbitration shall furnish the arbiter with copies of all documents relating to the grievance. The arbiter and the parties shall then determine the issue to be arbitrated from the documents so offered and the arbiter shall confine his decision to the issue or issues agreed upon. If the parties cannot agree upon the issue, the arbiter shall determine the issue from the documents submitted.

(3) Either party may call such witnesses as are necessary and the arbiter shall proceed to hear the matter and render a written opinion. Such written opinion shall be final and binding upon the parties hereto.

(4) The cost of said arbitration shall be borne equally between the parties.

10.3 Other Provisions Relating to Grievances.

A. Grievances by the Company shall be submitted in writing directly to the Union and shall be heard at a conference between the Union and the Company in accordance with the provisions of Step Two above.

B. Any of the periods within which any of the acts required in this Article are to be performed may be extended by written mutual consent between the Union and the Company.

ARTICLE XI

Collective Bargaining

The Union agrees with the Company that, with respect to any matters pertaining to this Agreement that shall be submitted to the membership of the Union, only those workers employed by the Company and covered by this Agreement shall have the right to determine whether or not to accept or reject this Agreement or any modifications and/or extensions thereof, or to consider other matters relating to this Agreement. In other words, the Company shall deal solely with its own employees through the Union representative as provided by this Agreement. Whenever a substantive change in the Master Agreement is hereafter contemplated, a vote of all employees will decide the issue by a majority. If a change is contemplated in any Supplement, employees of that particular Supplement only shall decide by a majority.

ARTICLE XII

Health and Safety

All applicable federal and state laws, rules, and regulations concerning the health and safety of employees are herein incorporated.

ARTICLE XIII

Cost of Living

13.1 Scope of Cost-of-Living Allowance. All employees covered by this Agreement shall be covered by the provisions for a cost-of-living allowance, as set forth in this Article, unless otherwise specified in the separate Schedules and Appendices hereto.

13.2 Basis of Allowance Amount. The amount of the cost-of-living allowance shall be determined as provided below on the basis of the "Consumer Price Index for Urban Wage Earners and Clerical Workers, U.S. Department of Labor, Bureau of Labor Statistics, San Francisco Average All Items (1967 = 100)" and referred to herein as the "Index".

13.3 Effective Date of Allowance. The cost-of-living allowance, based on the difference between the Index figure of April 1979 and the Index figure for April 1980, shall be effective the first pay period beginning on or after July 1, 1980.

13.4 Specific Provisions. Specific provision for adjustments in the cost-of-living allowance for different categories of workers are set forth in Sections 16.5, 17.5, and 18.5 herein.

ARTICLE XIV

Wage and Price Stabilization

14.1 Applicable Legislation. If any provision herein agreed to by and between the Company and Union may not be put into effect because of applicable legislation, executive orders, or regulations dealing with wage and price stabilization, then such provisions, or any part thereof, including any retroactive requirement thereof, shall become effective at such time, in such amounts, and for such periods, retroactively and prospectively, as will be permitted by law at any time during the life of this Agreement and any extension thereof.

14.2 Cooperation of the Parties. The Company and the Union agree to cooperate in seeking approval of any monetary amounts in excess of those amounts allowed by any cost-of-living council or similar agency, or any legislation, executive orders, or regulations dealing with wage and price stabilization.

ARTICLE XV

New Classifications

In the event any new classification of employment not covered by this Agreement or negotiated at the signing of the Agreement is created, the wages, hours, and working conditions of said classification shall be negotiated by the parties commencing not later than thirty (30) days from the date the creation of said classification is made known to the Union. Upon completion of said negotiations in as expeditious a manner as possible, said terms of employment for said new classification of employee shall be made part of this Agreement. Adjustments of disputes or differences about classifications shall be settled through the Grievance Provisions set forth in Article X of this Agreement.

ARTICLE XVI

Additional Provisions for Agricultural Support Workers

The Agricultural Support Workers Sub-Agreement attached hereto as Appendix I is hereby incorporated by reference.

ARTICLE XVII

Additional Provisions for Agricultural Production Workers

The Agricultural Production Workers Sub-Agreement attached hereto as Appendix II is hereby incorporated by reference.

ARTICLE XVIII

Additional Provisions for Agricultural Plant Workers

The Agricultural Plant Workers Sub-Agreement attached hereto as Appendix III is hereby incorporated by reference.

ARTICLE XIX

Duration of Agreement

This Agreement shall be in full force and effect from the date hereof and shall continue in full force and effect and shall be binding on the parties hereto through September 15, 1980. Either of the parties may give notice in writing to the other party sixty (60) days prior to the expiration of this Agreement, requesting negotiations for a new agreement or modification hereof. Absent such notice, this Agreement shall continue in force from year to year thereafter.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, each Sub-Agreement, and all Supplemental Agreements and Schedules on the dates indicated next to their respective names.

General Teamsters,
Warehousemen and Helpers Union,
Local 890

Date: 10-8-74 By _____

BUD ANTLE, INC.,
a California corporation

Date: 10-8-74 By _____

APPENDIX I

(ARTICLE XVI to MASTER AGREEMENT)

Agricultural Support Workers Sub-Agreement

APPENDIX I

(ARTICLE XVI to MASTER AGREEMENT)

Agricultural Support Workers Sub-Agreement

16.1 Scope of Sub-Agreement. The provisions of this Sub-Agreement cover only agricultural support workers of the Company, as previously designated in prior agreements between the Company and the Union. The Supplemental Agreements attached hereto cover all persons performing work falling within the classifications hereinafter set forth.

16.2 State Unemployment Insurance. The Company agrees to bring all workers covered by this Sub-Agreement under the State Unemployment Insurance Act, and further agrees to assume and continue paying the level of payroll taxes required for coverage.

16.3 Health and Welfare, Major Medical, Dental, and Vision Care.

A. General Program. The Company agrees to maintain a program equivalent to the Tri-Counties Welfare Trust Fund, Plan 100A, with the same benefits as therein provided as of July 16, 1979.

B. Payment of Premiums. The payments of premiums shall be made by the 10th day of each current month during the period of this Agreement.

C. Eligibility. An eligible employee is an employee who has worked eighty (80) hours for the Company in pay periods ending in the preceding calendar month, and the employee shall continue to qualify so long as he works at least eighty (80) hours during pay periods ending in each succeeding calendar month.

D. Payment of Insurance Premiums Between Seasons. After termination of employment for a season, the employee may pay his own insurance premiums, at the group rate, for a period not to exceed six (6) consecutive months. The first payment of premiums by the employee must be made by the tenth (10th) day of the first month following termination of employment for the season, unless the premium for that month is paid by the employer, in which case the first payment of the premium by the employee must be made by the tenth (10th) day of the next consecutive month. Thereafter each payment must be made consecutively by the tenth (10th) day of the month, provided the employer is not obligated to pay insurance for that month.

E. Additional Death/Funeral Benefit. The Company shall supply each eligible employee with an additional $3,000 of life insurance above the life insurance specified in the Tri-Counties Welfare Trust Fund, Plan 100A. This insurance shall be double indemnity.

F. Medical and Dental Claims Review Board.

(1) The parties, in an effort to expedite the processing of medical and dental benefit claims by employees, shall establish a "Medical and Dental Claims Review Board," hereinafter referred to as the "Board," consisting of two (2) appointees of the employer and two (2) appointees from the Union. It shall be the duty of the Board to meet and confer on a regular basis of not less than once a month to resolve disputes arising from employees' allegations that their medical and dental claims are not being attended to in an expeditious manner.

(2) The Board shall attempt to resolve the following types of disputes should they arise:

(a) Coverage
(b) Timely payment of claims
(c) Payment of disputed bills
(d) Procedural problems--e.g., simplifying claim forms, etc.
(e) Authorization for dental work
(f) Other related miscellaneous matters.

(3) The Board's decision shall be binding on all parties and shall constitute an arbitrator's award. Further, the Board shall have all powers of an arbitrator as defined in the California Code of Civil Procedure. The Board may in appropriate cases award the claimant, if it rules in his favor, all or a portion of costs incurred by him as the result of the denial or untimely payment of the claim.

(4) In the event the Board is unable to reach a majority decision the matter shall be referred to arbitration by a neutral third person unless resolved by the representatives of the employer and the Union within seven (7) days after the impasse of the Board. A list of five (5) neutrals shall be obtained from the State Mediation and Conciliation Service and the parties shall alternately strike names; the last person on the panel shall be the arbitrator. In the event the arbitrator rules in favor of the claimant, the arbitrator shall award the claimant all costs he may have incurred as a result of the denial or untimely payment of the claim; all costs of the arbitrator including reasonable attorney's fees may be awarded to the prevailing party in appropriate cases.

(5) A properly completed claim shall be deemed untimely paid if not paid within two (2) weeks after such claim is properly presented to the Company for services rendered in the Northern Area of the Company's operation (Salinas, Huron, etc.) and three (3) weeks in other areas.

G. Study Committee. A Study Committee consisting of three (3) members from the Union and three (3) members from the Company will be organized to analyze and improve upon the Company's proposed three-tiered seniority-oriented medical plan.

16.4 Pension Plan.

A. The Company shall pay into the Western Conference of Teamsters Pension Trust Fund for the benefit of each of its eligible employees covered under Supplemental Agreement A (Shop), B (Truck Drivers), and C (Line Haul) the premium sum of seventy cents (70 cents) per hour. The Company shall pay for the benefit of each of its eligible employees covered under Supplemental Agreement D (Glue Machines) the premium sum of twenty-eight cents (28 cents) per hour.

B. The premium sums shall be paid for each hour worked up to a maximum of two thousand seventy-six (2,076) hours in any calendar year.

C. The Company agrees to pay any increases in the hourly contribution rate to maintain the level of benefits as of July 15, 1979 provided by the Fund for the hourly rate described herein, as may be required by the Pension Reform Act of 1974.

16.5 Cost of Living. The provisions of Article XIII shall apply. Adjustments in the cost-of-living allowance shall be made on the basis of changes in the index as follows:

For increases in the Index of more than five percent (5%) per year, wage rates will be increased by the following formula:

.3 point = $.01

There will be a maximum of $.25 added to wage rates per this formula.

16.6 Funeral Leave. In the event of a death in the family (without exception defined as father, mother, wife, husband, brother, sister, son or daughter, employee's spouse's mother or father) a regular employee shall be entitled to four (4) days off with eight (8) hours straight-time pay each day to attend the funeral.

16.7 Jury Duty. If an employee serves on a jury he shall be paid the difference between eight (8) hours straight-time pay and the payment made to such employees as a juror for those days that the employee would have worked.

16.8 Holidays. Except as otherwise provided on the Supplemental Agreements attached hereto:

A. Plant Holidays. The following days should be observed as plant holidays: Sunday, Christmas, New Year's Day, Washington's Birthday (third Monday in February), Memorial Day (last Monday in May), 4th of July, Labor Day, Veterans Day (fourth Monday in October), Thanksgiving Day (fourth Thursday in November).

B. Paid Holidays. Labor Day, Thanksgiving Day, Christmas, January 1st, Washington's Birthday, the 4th of July, and Memorial Day shall be paid holidays. Employees qualified for holiday pay shall receive eight (8) hours straight-time pay even though no work is performed on the holiday. If work is performed on any of these seven (7) holidays, the employee shall receive in addition to the eight (8) hours holiday pay the overtime rate of time and one-half for all hours worked. All work performed on any holidays other than these seven (7) paid holidays shall be paid for at the overtime rate of time and one-half.

C. Holidays Falling on a Sunday. When the holiday falls on Sunday, the day designated by state or federal proclamation shall be observed as a holiday. The above holiday provision shall be applicable to employees on the seniority list who worked any time during the month in which the holiday falls.

16.9 Vacation. Employees covered by this Article shall receive vacation pay as follows:

A. Upon completion of at least forty-five (45) work weeks of service within the fifty-two (52) work-week period commencing on or immediately after June 1 of any year, the employee shall receive one (1) week vacation with pay equal to forty-eight (48) hours at his usual straight-time rate of pay yearly. A "work week" means the weekly payroll period employed by the Company from time to time. In the event the employee does not work at least forty-five (45) work weeks, he shall receive a proration thereof based upon the number of work weeks worked within the preceding fifty-two (52) work-week period. Such vacation shall be taken at a time designated by the Company.

B. Upon completion of at least one hundred thirty-five (135) work weeks of service within a one hundred fifty-six (156) work-week period commencing on or immediately after June 1 of any year, the employee shall receive a two (2) week vacation with pay equal to ninety-six (96) hours at his usual straight-time rate of pay yearly. In the event the employee does not work at least one hundred thirty-five (135) work weeks, he shall receive a proration thereof based upon the number of work weeks worked within the preceding one hundred fifty-six (156) work-week period. Such vacation shall be taken at a time designated by the Company.

C. Upon completion of at least two hundred twenty-five (225) work weeks of service within a two hundred sixty (260) work-week period commencing on or immediately after June 1 of any year, the employee shall receive a three (3) week vacation with pay equal to one hundred forty-four (144) hours at his usual straight-time rate of pay yearly. In the event the employee does not work at least two hundred twenty-five (225) work weeks, he shall receive a proration thereof based upon the number of work weeks worked within the preceding two hundred sixty (260) work-week period. Such vacation shall be taken at a time designated by the Company.

16.10 Travel Pay.

A. Employees reassigned to a new area and required to travel over one hundred (100) miles shall be paid the following number of hours of pay at the straight-time rate and the following travel allowances, unless modified under the Supplemental Agreements:

Mileage to New Assignment	Hours of Pay	Travel Time	Travel Allowance
100 - 349.9	12	1 day	$25
350 - 549.9	20	2 days	50
550 - up	28	3 days	75

B. Travel pay shall be paid to the employee based on either the rate applicable to the job classification in the new area to which he was reassigned, or the job classification from which he was reassigned, whichever is higher.

C. Reasonable travel times will be provided depending on time required to report to new assignment and work requirements. When travel times less than those designated above are required, subsequent time off without pay at the employee's option may be provided. Employees reporting to work prior to the completion of assigned travel time at their election shall be paid for the balance of travel time unused.

D. In those cases where an employee is reassigned under emergency or "rush" conditions, he shall be guaranteed a two-day leave of absence in which to provide for the relocation of his household and/or dependents. Such leave will be granted following the initial seven (7) days of the reassignment. If the employee wishes to schedule the two-day leave at his convenience, rather than taking it as would be normal in the second week of the reassignment, every effort will be made by the Company to so accommodate him. The hours of pay, travel time, and travel allowance shall be paid upon the initial transfer.

16.11 Bidding on Jobs. When permanent job vacancies are open under any Supplemental Agreement attached to this Agreement, such job vacancies shall be posted in all Company locations then in operation where other employees are working within that Supplemental Agreement to permit said other employees to have the opportunity to bid on the vacancy. The job shall be posted for fourteen (14) days and shall be granted to the most senior employee bidding on said job, due consideration being given to his ability to perform or learn the work required. Should the vacancy not be thus filled, it shall be posted for bidding by employees working within all other Supplemental Agreements and the Agricultural Production Workers Sub-Agreement and the Agricultural Plant Workers Sub-Agreement before anyone is hired from outside this Agreement. Should it be necessary to temporarily assign someone to the job prior to completion of the bidding process, or prior to determination of the job's permanency, no new job seniority will accrue. An employee shall have a thirty (30) day trial period in which to demonstrate his

qualifications and to determine whether he wishes to stay on the job or revert back to his last job classification. This trial period may be shortened or extended by agreement between the Company and the Union depending on the pertinent circumstances.

16.12 Subsistence.

A. Subsistence for regular employees shall apply as per each Supplemental Agreement.

B. Temporary employees or employees hired in an area other than the Salinas-Watsonville area to work only in that area are not covered by this provision.

16.13 Sick Leave. All regular support workers will be entitled to personal sick leave at full pay amounting to four (4) hours per month, provided the employee has worked at least 2,000 hours in the previous year, and at least 160 hours in the previous month. Such leave can be accumulated up to a total of thirty (30) days, after which the Company will automatically cash-out hours earned in excess of thirty (30) days. All current employees who worked either 2,000 hours in 1978 or for the period between July 15, 1978, and July 15, 1979, qualify for sick leave starting July 15, 1979, but retroactive to July 1, 1979, for accumulation of hours; all new employees and those who worked less than 2,000 hours in said periods must qualify by working 2,000 hours in the preceding twelve (12) months or less before accruing sick leave benefits.

Earned vacations and authorized leaves of absence (e.g., medical, etc.) will be credited as constructive time towards an employee's 2,000-hour qualification.

Upon request by the Company, a doctor's release may be required after three (3) days of sick leave. All employees are obligated to notify the Company as soon as possible of their intent to take sick leave so that the Company can effectively schedule alternate employees.

Acknowledged and Accepted.

General Teamsters,
Warehousemen and Helpers Union
Local 890

Date: 10-11-79 By _____

BUD ANTLE, INC.,
a California corporation

Date: 11-11-79 By _____

SUPPORT WORKERS
SUPPLEMENTAL AGREEMENT A

Shop Workers

This Supplemental Agreement covers all persons performing work falling within the classifications hereinafter set forth in Exhibit A-1 attached hereto.

A.1 Hours. All time worked in excess of eight (8) hours per day shall be paid at the overtime rate of one and one-half (1-1/2) times the regular rate of pay. All work performed on Saturdays while away from an employee's home base shall be paid a $1.00-per-hour premium. No overtime shall be paid for the first eight (8) hours of Saturday work at an employee's home base provided said employee is not required to work more than one Saturday in every four. In the event an employee is required to work in excess of one Saturday in every four, such additional Saturdays shall be paid at the rate of one and one-half (1-1/2) times the regular rate of pay. No other overtime except for the premium aforementioned shall be paid to employees working away from their home base for the first eight (8) hours of Saturday work. Salinas, Holtville, and Oxnard are presently home bases.

A.2 Wages and Classification. The wages to be paid are set forth in Exhibit A-1 attached hereto.

A.3 Lunch Hour. All employees shall be given one-half (1/2) hour in which to eat their lunch at approximately the middle of each eight (8) hours of work, or as mutually agreed upon.

A.4 Night-Shift Wage Differential. All shop employees clocking in at or after 11:00 a.m. shall receive an additional twenty-five cents ($.25) per hour over their classification-rate pay for all hours worked up to eight (8) hours, and thirty-seven and one-half cents ($.375) per hour for all hours worked over eight (8) hours in any one day.

A.5 Call Time. Any employee commencing work on any day shall be guaranteed a minimum of six (6) hours of pay. In the event the employees are ordered to report to work and on their arrival are not put to work, they shall be given two (2) hours pay.

Employees working two (2) or more hours during any one (1) shift doing multiple jobs or relief work shall be paid in the highest bracket for the entire shift.

The employer shall have available a daily time card that the employee shall fill out in duplicate, showing the number of hours, both regular and overtime, worked in each classification and signed by the employee and approved by the foremen or superintendent.

A.6 Protection of Tools. The Company agrees to provide areas for the employees to store their tools under lock and key. These areas will be closed shops, if available, or caged areas within open shops. If said tools are stolen from the designated areas while under lock and key, the Company agrees to replace them. The designated areas will be specified in the Company's work rules.

The Company will repair or replace the employee's air tools, electric power tools, dwell meters, torque wrenches, personal welding equipment, calibration tools, and timing lights if they break or wear out on the job.

A.7 Personal Safety Equipment. The Company shall furnish, at no cost to employees, personal safety equipment including special uniforms, shoes, hats, hard hats, gloves, choice of ear plugs or ear muffs, etc. if required by Company rules or by state or federal requirements or regulations.

A.8 Movement of Equipment. Mechanics shall not move production machinery from the field to the shop unless the machinery is connected with a major repair job or in conjunction with research-and-development work. No mechanic may drive any machinery unless he is properly trained and qualified and there is no driver reasonably available.

A.9 Subsistence. Regular employees from the Salinas-Watsonville area who are transferred to areas more than one-hundred miles distant from the Salinas-Watsonville area shall receive a fifteen-dollar ($15.00) premium per day for each day called. An employee drawing subsistence shall receive up to three days' subsistence pay if he is involved in a job-related disabling accident and if Workmen's Compensation Insurance does not provide coverage for the initial three days of disability. Those employees transferred under "short-term" reassignments are to be reimbursed for all actual expenses incurred, up to $10.00 per day for food, and including all hotel fees. Each employee is free to select any reasonable hotel, but the Company reserves the right to book accommodations and arrange for billing, etc.

A.10 Travel Pay. Shop employees reassigned to a new area and required to travel over one-hundred (100) miles shall be paid the following number of hours of pay at the straight-time rate and the following travel allowances in lieu of rates contained in 16.10(A) of the Support Workers Sub-Agreement.

Mileage to New Assignment	Hours of Pay	Travel Time	Travel Allowance
100 - 349.9	16	2 days	$25
350 - 549.9	24	3 days	50
550 - up	32	4 days	75

Acknowledged and Accepted

General Teamsters
Warehousemen and Helpers Union,
Local 890

Date: 10-11-79

By Edward E Jay

BUD ANTLE, INC.,
a California corporation

Date: 10-11-79

By

EXHIBIT A-1

Shop Wage Rates

Description	7/16/79
Working Foreman	$9.37
Journeyman	8.62
Apprentice	8.39
Mechanic Helper, Greaseman, Tireman, Gas-Up, Yard Transfer Shuttle Driver	8.07
Miscellaneous Labor	5.25
Parts Department	
Working Foreman	8.92
Parts Clerk	7.92
Seasonal Parts Clerk	7.22
Inventory Clerk	6.72

Present General-Helper employees red-circled at $7.79

Certification Program

A premium for all certificated working foremen and journeymen of $1.00 per hour will be paid. Certification program to be established by the Company.

Apprentice Review Board

An apprentice review board shall be established consisting of two (2) journeyman Union mechanics and two (2) Company supervisors to meet twice a year to review each apprentice for upgrading to journeyman status. The decision of a majority of the board members shall be binding on all parties. Should a majority decision not be reached, an impartial person (such as specified in the Grievance Provisions) shall be selected by the Company and the Union to cast the deciding vote.

Acknowledged and Accepted.

General Teamsters,
Warehousemen and Helpers Union,
Local 890

Date: 10-11-79

By Edward L. Fay

BUD ANTLE, INC.,
a California corporation

Date: 10-11-79

By _____

SUPPORT WORKERS
SUPPLEMENTAL AGREEMENT B

Truck Drivers - Field Hauling

B.1 Scope of Supplemental Agreement.

(a) The term "truck driver" shall include only those employees who are engaged in driving equipment that hauls produce between the fields and packinghouse, between the fields and vacuum cooler, and between the fields and railroad cars, and includes stitcher and gluer operators on trucks or trailers, drivers of all types of mechanical harvesting operations, and water wagons regularly used to supply water for lettuce-wrap or similar machines.

(b) All drivers of other types of farm or harvesting equipment and trucks hauling between fields are specifically excluded.

(c) Where the Company hauls garlic or onions using the equipment and the drivers that are used for harvesting lettuce and celery, the rates provided in this contract shall be paid. All time worked in excess of eight (8) hours per day shall be paid for at the overtime rate.

(d) If the Company has work covered by this Supplemental Agreement done by an independent contractor, it is the responsibility of the Company to see that such contractors conform with this Supplemental Agreement. However, the Company shall not enlist the services of an independent contractor to perform bargaining-unit work unless and until all regular employees and equipment in the area where the work is available (or those regular employees and equipment that can be transferred to that area in time to perform the work) are working under this Supplement.

(e) All time worked in excess of eight (8) hours per day shall be paid for at the overtime rate.

B.2 Wage Rates. The wages to be paid are set forth in Exhibit B-1 attached hereto. In addition:

(a) Lettuce piece rates are based per carton hauled from the field to the cooling plant for processing. To ascertain earnings, mileage shall be figured one way. Earnings shall be computed on a daily basis. The drivers shall be guaranteed not less than the straight and overtime rates of pay for each day's work.

(b) Celery peice rates are per all containers regardless of size presently in use hauled from the field to the delivery point, including packed celery hearts picked up at the packing shed and transferred to destination (excepting any hauled by a "shuttle driver"). Celery hearts packed in the shed and "shuttled" from the shed to delivery point are not included in the piece rate if hauled as a "shuttle" operation. However, this "shuttle driver" shall receive the applicable hourly rate specified in this supplement. To

ascertain earnings, mileage shall be figured one way. Earnings shall be computed on a daily basis. The drivers shall be guaranteed not less than the straight and overtime rates of pay for each day's work.

(c) Employees who move during a shift from a piece-rated job to an hourly-rated job shall receive compensation computed at the rate applicable to each such job.

(d) All employees shall be paid weekly.

B.3 Call Time.

(a) All truck drivers shall be paid from the time called until released and shall be paid a minimum of two (2) hours for each call where no work is provided, and a minimum of six (6) hours for each call if required to start work. This latter provision shall not apply if the Company is unable to give six (6) hours work because of rain, frost, government condemnation of crop, or other causes beyond the control of the Company.

(b) At the end of each day the Company shall post the call time for the next workday. If the Company shall at the time be unable to give a starting time for the next workday, the Company shall notify all employees for whom it has a telephone number of the starting time at least two (2) hours before the actual starting time. The Company may require the employees to call the Company at a fixed time and place to determine starting time if the employee has no telephone.

(c) Any call may be rescinded by the employer by notification to the employee prior to the time for reporting for work.

B.4 Work Guarantee on Reassignment. The Company shall guarantee at least forty-eight (48) hours work within seven (7) days from and including the date the employee is directed to report for work on every move to a new area over one-hundred (100) miles distant. During the seven (7) days, if no work is available for a driver, he may be asked to do other appropriate work. The driver may refuse, but then the guarantee shall be reduced by the number of hours refused.

B.5 Safety Inspections. Wrap machines shall be inspected for safety twice a month.

B.6 Seniority.

(a) Any truck driver who has seniority as of the date of this Supplemental Agreement and who, because of age or physical incapacity, is unable to both drive and stitch, shall not lose his seniority rights because of such incapacity.

(b) Drivers covered under this Supplemental Agreement who are on loan to Freshpak Systems, Inc. shall not lose their seniority under Article VIII of the Master Agreement.

(c) Drivers shall be entitled to separate seniority for both North and South and the Company shall maintain separate seniority lists for each. The foregoing nothwithstanding, Huron shall be considered an open area and assignments to Huron will be based upon total Company seniority. Present employees shall be red-lined and shall be entitled to subsistence while away from the Salinas-Watsonville area; future employees shall be entitled to subsistence only when operating away from the two home bases, Salinas-Watsonville and Holtville-Oxnard.

B.7 Subsistence. Subsistence shall be paid as per the above paragraph at the rate of $1.65 per hour premium for all hours worked away from either the Salinas-Watsonville area or the home base, whichever applies.

Acknowledged and Accepted.

General Teamsters,
Warehousemen and Helpers Union,
Local 890

Date: 10-8-79 By Edward E Jay

BUD ANTLE, INC.,
a California corporation

Date: 10-8-79 By J B Huntington

EXHIBIT B-1

Field-Haul Wage Rates

Description	7/16/79
Truck Driver	$8.35
Truck Driver pulling Trailer	9.30
Machine Driver - Stitcher	8.90
Dispatching Department	
Working Foreman	9.40
Dispatcher	8.60
Lettuce Piece Rates	
0 - 10 miles	.04899
10 - 20 miles	.05464
20 - 30 miles	.06220
30 - 40 miles	.06972
Celery Piece Rates	
0 - 10 miles	.05086
10 - 20 miles	.05652
20 - 30 miles	.06406
30 - 40 miles	.07159
Premium for Saturday Work per Hour	$1.00

Acknowledged and Accepted.

General Teamsters,
Warehousemen and Helpers Union,
Local 890

Date: 10-8-79

By Edward E Jay

BUD ANTLE, INC.,
a California corporation

Date: 10-2-79

By J B Wright

SUPPORT WORKERS
SUPPLEMENTAL AGREEMENT C

Truck Drivers - Line Hauling

This Supplemental Agreement covers all persons performing work falling within the classification of line-haul driving.

C.1 Mileage Rates and Hourly Rates. Rates are set forth in Exhibit C-1 attached hereto.

C.2 Loading and Unloading Time.

(a) Drivers load, tie down, untie and unload or break down as necessary. Drivers will receive help and assistance as in the past. Drivers must receive help when handling tarps in excess of twenty (20) feet.

(b) All time other than driving time shall be compensated for at $7.54 per hour.

(c) All loading and unloading and/or standby time (including time spent in waiting to load or unlaod either at destination or origin of loads) shall be compensated for, beginning from the time the driver is instructed to report to work until his trip actually starts and for all time spent at destination from time of arrival until his departure.

(d) On arrival at home terminals drivers will be compensated for all time from arrival until released from duty. When the Company operations are centered in the Southern Area, Holtville, California shall be considered the home terminal. When the Company operations are centered in the Northern Area, Salinas, California shall be considered the home terminal. An employee may use his seniority to bid on job assignment when a change of location is involved and until the assignment is over.

C.3 Breakdowns. Upon reporting breakdowns to shop superintendent per instructions, drivers will be paid for the first eight (8) hours of each twenty-four (24) hours or fraction thereof at the applicable hourly rates of pay, plus their motel costs if instructed to remain with their equipment. If the drivers are instructed to return to their home terminal while the equipment is being repaired they shall be furnished transportation or reimbursed for the same plus their normal round-trip rate of pay.

C.4 Vacations. (See also Section 16.8 above.) For drivers covered under this supplement, a week's vacation pay shall be considered 1/52 of his gross earnings from June 1 through May 31 of the year in question, or forty-eight (48) hours at his applicable straight-time hourly rate, whichever is greater.

C.5 Personal Safety Equipment. The Company shall furnish, at no cost to employees, personal safety equipment, including special uniforms, shoes,

hats, hard hats, gloves, choice of ear plugs or ear muffs, etc. if required by Company rules, or by state or federal requirements or regulations. In addition to the foregoing, the Company shall supply each driver with two pairs of coveralls or shop coats, which shall be replaced when necessary.

C.6 Holidays.

(a) Holidays will be New Year's Day, Washington's Birthday, Memorial Day, 4th of July, Labor Day, Armistice Day, Thanksgiving Day, Christmas Day, and Easter Sunday.

(b) Overtime shall be paid for all holidays worked, Sundays (except Easter Sunday) not included, based on one and one-half (1-1/2) times the applicable mileage or hourly rate.

(c) Employees shall receive eight (8) hours pay at the standby hourly rate of pay for Labor Day, Thanksgiving Day, Christmas, January 1st, Memorial Day, and the 4th of July regardless of whether they are required to work and in addition to the overtime provided in Paragraph (b) above.

C.7 Subsistence Pay. All line-haul drivers shall receive seventeen dollars ($17.00) subsistence pay for each day worked regardless of destination, for expenses incurred while working away from home, and in lieu of all other subsistence benefits except those set forth in Paragraph C.8 (Permit Loads).

C.8 Permit Loads. An employee shall receive a five ($.05) cent-per-mile premium on all permit loads. Furthermore, in addition to subsistence provided for in Paragraph C.7, the Company will reimburse employees for their motel bills. When a driver is unable to detach the tractor from a permit load, the Company will use its best efforts to have other drivers accompany the permit load with detachable tractors. An assigned companion load under this paragraph shall also be paid premium for permit loads and motel expenses if required to layover with a permit load.

C.9 Sub-Contracting. The Company shall not sub-contract work under this schedule unless all permanent employees at that location are working and/or are unavailable to take the load. Furthermore, in the event that work is known to the Company to be available for both employees and sub-contractors at approximately the same time, the Company will make a good-faith effort to give the employee his choice of work, except where extraordinary circumstances exist that make it impracticable. If the employee exercises his choice to take a later load than the first load available to that employee, the Company need not pay standby time until the latter load departs.

C.10 Miscellaneous Provisions.

A. The Company shall call an employee at least two (2) hours before starting time except in case of an emergency.

B. All loading docks shall have appropriate lighting and the two terminals shall have facilities for water, air, and steps for window cleaning. In the event that conditions are unsuitable for safe fueling (e.g., heavy mud) at Holtville, the drivers may fuel at outside stations.

C. There shall be drivers' lounges with showers at Salinas and Holtville.

D. Line drivers may have their spouses accompany them on four (4) trips per year with prior notification and approval of supervisors. Approvals shall not be unreasonably withheld.

E. The Company shall maintain a 24-hour telephone-answering service for emergency use by the drivers and provide access to telephones at all yards and coolers on a 24-hour basis.

F. Prior to loading, all machinery shall be in good working order (e.g., brakes, live batteries, etc.).

G. Weekly paychecks shall be paid at location of driver's choice. Time shall be called in from the driver's location. Subsistence will be paid by separate check.

Acknowledged and Accepted.

General Teamsters,
Warehousemen and Helpers Union,
Local 890

Date: 10-8-79 By Edward E Gay

BUD ANTLE, INC.,
a California corporation

Date: 10-8-79 By J B Hunt

EXHIBIT C-1

Line-Haul Mileage Rates and Hourly Rates

Mileage Rates

Using mileage from attached Mileage Chart, based on PUC mileages, the following rates apply per mile:

	7/16/79
Two Drivers (each)	$ .138
One Driver	.218
Piggyback Spotting	
Hourly Rates	8.29

Acknowledged and Accepted.

General Teamsters,
Warehousemen and Helpers Union,
Local 890

Date: 10-8-79

By _____

BUD ANTLE, INC.,
a California corporation

Date: 10-5-79

By _____

DIESEL TRIP MILEAGE CHART - ONE WAY

Salinas -	Alameda	106	Watsonville -	Alameda	94	Firebaugh -	Alameda	147
	Auburn	219		Auburn	210		Auburn	187
	Bakersfield	214		Bakersfield	238		Bakersfield	154
	Blythe	565		Blythe	589		Blythe	505
	Colton	389		Colton	413		Colton	331
Salinas -	El Centro	554	Watsonville -	El Centro	578	Firebaugh -	El Centro	494
	Firebaugh	110		Firebaugh	105		Huron	59
	Huron	160		Huron	160		Long Beach	300
	Long Beach	355		Long Beach	379		Milpitas	137
	Milpitas	81		Milpitas	60		Modesto	81
Salinas -	Modesto	113	Watsonville -	Modesto	108	Firebaugh -	Oakland	147
	Oakland	106		Oakland	94		Oxnard	275
	Oxnard	287		Oxnard	311		Quincy	311
	Quincy	339		Quincy	327		Red Rock	726
	Red Rock	777		Red Rock	837		Sacramento	156
Salinas -	Sacramento	188	Watsonville -	Sacramento	178	Firebaugh -	Salinas	110
	San Diego	460		Salinas	24		San Diego	405
	Santa Paula	291		San Diego	484		Santa Paula	269
	Shingle Spgs	206		Santa Paula	315		Shingle Spgs	174
	Stockton	141		Shingle Spgs	199		Stockton	112
Salinas -	Torrance	342	Watsonville -	Stockton	129	Firebaugh -	Torrance	287
	Watsonville	24		Torrance	366		Watsonville	105
Blythe -	Alameda	641	El Centro -	Alameda	630	Huron -	Alameda	206
	Auburn	663		Auburn	652		Auburn	235
	Bakersfield	351		Bakersfield	340		Bakersfield	108
	Colton	178		Blythe	107		Blythe	459
	El Centro	107		Colton	167		Colton	283
Blythe -	Firebaugh	505	El Centro -	Firebaugh	620	Huron -	El Centro	448
	Huron	459		Huron	448		Firebaugh	59
	Long Beach	245		Long Beach	234		Long Beach	249
	Milpitas	631		Milpitas	620		Milpitas	196
	Modesto	557		Modesto	546		Modesto	129
Blythe -	Oakland	641	El Centro -	Oakland	630	Huron -	Oakland	206
	Oxnard	301		Oxnard	290		Oxnard	218
	Quincy	787		Quincy	776		Quincy	359
	Red Rock	250		Red Rock	273		Red Rock	721
	Sacramento	632		Sacramento	621		Sacramento	204
Blythe -	Salinas	565	El Centro -	Salinas	554	Huron -	San Diego	354
	San Diego	242		San Diego	136		Salinas	136
	Santa Paula	305		Santa Paula	294		Santa Paula	213
	Shingle Spgs	650		Shingle Spgs	639		Shingle Spgs	222
	Stockton	588		Stockton	577		Stockton	160
Blythe -	Torrance	238	El Centro -	Torrance	227	Huron -	Torrance	236
	Watsonville	589		Watsonville	578		Watsonville	160
Colton -	Red Rock	416						

SUPPORT WORKERS
SUPPLEMENTAL AGREEMENT D

Glue Machine

This Supplemental Agreement covers all persons performing work falling within the classifications herein set forth.

D.1 Hours. All time worked in excess of eight (8) hours per day shall be paid at the overtime rate of one and one-half (1-1/2) times the regular rate of pay.

D.2 Wages. Wage rates and classifications are as follows:

	7/16/79
General Foreman	$8.81
Working Foreman	8.56
Fork-Lift Driver	7.88
Laborer	7.38

D.3 Call Time. Any employee commencing work on any day shall be guaranteed a minimum of six (6) hours of pay. In the event men are ordered to report for work and on their arrival are not put to work, they shall be given two (2) hours pay.

D.4 Lunch Break. Employees shall be given one-half (1/2) hour in which to eat their lunch at approximately the middle of each eight (8) hours of work, or as mutually agreed upon.

D.5 Travel Time. Employees shall be allowed one (1) additional day between areas, without pay, to report to new assignments (see Section 16.10A above).

D.6 Night-Shift Differentials. All glue-department employees clocking in at or after 11:00 a.m. shall receive an additional twenty-five cents ($.25) per hour over the applicable classification-rate pay for all hours worked up to eight (8) hours and thirty-seven and one-half cents ($.375) per hour for all hours worked over eight (8) hours in any one day.

D.7 Seniority. Glue-department employees shall be entitled to separate seniority for both North and South and the Company shall maintain separate seniority lists for each. The foregoing notwithstanding, Huron shall be considered an open area and assignments to Huron will be based upon total Company seniority. Present employees shall be red-lined and shall be entitled to subsistence while away from the Salinas-Watsonville area; future employees shall be entitled to subsistence only when operating away from their home bases, either Salinas-Watsonville or Holtville-Oxnard.

D.8 Subsistence. Subsistence shall be paid as per the above paragraph at the rate of $1.65-per-hour premium for all hours worked away from either the Salinas-Watsonville area or the home base, whichever applies.

D.9 Saturday Hours. A premium of one dollar ($1.00) will be paid for all hours worked on Saturdays.

Acknowledged and Accepted.

General Teamsters,
Warehousemen and Helpers Union,
Local 890

Date: 10-8-79

By Edward E Jay

BUD ANTLE, INC.,
a California corporation

Date: 10-5-79

By J B Hight

APPENDIX II

(ARTICLE XVII to MASTER AGREEMENT)

Agricultural Production Workers Sub-Agreement

APPENDIX II

(ARTICLE XVII to MASTER AGREEMENT)

Agricultural Production Workers Sub-Agreement

17.1 Scope of Article. The provisions of this Article cover all persons employed in all areas of the Company's operations in the growing, packing, and harvesting of agricultural commodities. No superintendent, assistant superintendent, or foreman having authority from the employer to hire, fire, or direct the work force shall be either a member of the Union or covered by the provisions of this Article.

17.2 Unemployment Insurance and Workmen's Compensation. The Company agrees at its expense to provide unemployment insurance to all workers covered by this Sub-Agreement under applicable state acts, where available, or under federal legislation to the extent state insurance programs are not available. The Company further agrees to provide at its expense Workmen's Compensation Insurance whether or not required by law.

17.3 Health and Welfare. Employees under this Sub-Agreement shall be provided coverage for health and welfare as follows:

A. An employee shall qualify for benefits after working not less than 80 hours in pay periods ending in the preceding calendar month and shall continue to qualify so long as the employee works at least 80 hours during pay periods ending in each succeeding calendar month.

B. Basic medical and dental coverage shall be as set forth and described in the Bud Antle, Inc. (Field Plan) Plan Summary distributed free of charge by the Company and printed in both English and Spanish, a copy of which in the language of this agreement is attached hereto as Exhibit 1.

C. Paragraph 17.3.B notwithstanding, an employee shall have to have qualified under Paragraph 17.3.A for three consecutive months in order to be eligible for elective repair-and-replacement dental care pursuant to the Bud Antle, Inc. Agriculture Health and Welfare Plan. Seasonal employees shall continue to be eligible for elective repair-and-replacement dental care if they commence work at the beginning of the season and had been eligible for elective repair-and-replacement dental care at the end of the preceding season. Until July 15, 1980, all existing employees at the time of the execution of this agreement and all persons employed by the Company since July 15, 1978 who were otherwise eligible for medical and dental coverage shall be eligible for elective repair-and-replacement dental care regardless of whether they qualified for benefits pursuant to Paragraph 17.3B over the three months immediately preceding.

D. Paragraph 17.3.B notwithstanding, employees under this Sub-Agreement working 1,500 hours or more in the preceding calendar year shall be eligible to receive benefits equivalent to those paid under Tri-Counties Plan 100A in lieu of the Bud Antle, Inc. Agriculture Health and

Welfare Plan excepting, however, the amounts paid for services performed in Mexico shall be the amounts set forth in the "Mexico option" to the Bud Antle, Inc. Agriculture Health and Welfare Plan in any and all events.

E. Disputes shall be resolved pursuant to the Medical and Dental Claims Review Board as established pursuant to Paragraph 16.3.

17.4 Pension.

A. The Company shall contribute to the Western Conference of Teamsters Negotiated Pension Trust Fund twenty-one cents ($0.21) per hour for each and every hour worked or paid for each employee covered by this Sub-Agreement.

B. The Company agrees to pay any increases in the hourly contribution rate to maintain the present level of benefits provided by the Fund as of July 15, 1979, for the hourly rate described herein, as may be required by the Pension Reform Act of 1974.

17.5 Cost of Living. The provisions of Article XIII shall apply. Adjustments in the cost-of-living allowance shall be made on the basis of changes in the Index as follows:

For increases in the Index of more than five percent (5%) per year, wage rates will be increased by the following formula:

.3 point = $.01

There will be a maximum of $.10 added to wage rates per this formula.

This provision shall not be applicable for the period July 16, 1979 to September 15, 1980.

17.6 Funeral Leave. In the event of a death in the family (defined without exception as father, mother, mother-in-law, father-in-law, wife, husband, brother, sister, son, daughter), a regular employee shall be entitled to a maximum of three (3) days off with pay at his or her regular hourly rate of pay to attend the funeral, provided the attendance days shall fall within the regular scheduled work week.

17.7 Jury Duty. If an employee serves on a jury he shall be paid the difference between eight (8) hours straight-time pay at the guaranteed hourly rate and the payment made to such employee as a juror for those days that the employee would have worked.

17.8 Holidays.

A. The following days shall be observed as holidays, and all work performed upon said days shall be paid at the overtime rate: Sunday, Christmas, New Year's Day, Washington's Birthday, 4th of July, Memorial Day,

Labor Day, Veterans Day, and Thanksgiving. When a holiday falls on Sunday, the day designated by federal proclamation shall be observed as the holiday.

B. In addition to the above hollday provisions, employees will be entitled to the following six (6) paid holidays: Memorial Day (last Monday in May, July Fourth, Thanksgiving (fourth Thursday in November), Christmas, and New Year's Day. To be eligible for holiday benefits an employee must work the last scheduled work day before and the next scheduled work day after the holiday.

17.9 Vacations. An employee who has completed one thousand (1,000) hours of work during a calendar year, or who has worked one hundred and twenty-five (125) days in either the North or South working area shall receive a paid vacation amounting to two percent (2%) of the employees gross Company earnings in the said year, increasing to four percent (4%) after the employee has so qualified for vacation pay for three (3) consecutive years. The four percent (4%) benefit shall continue to be paid for each subsequent year in which the employee works one thousand (1,000) hours or one hundred and twenty-five days, so long as seniority is maintained.

Vacations shall be taken at such time as will cause the least inconvenience to the Company. Each employee qualifying for a vacation shall receive one (1) week's vacation for each two percent (2%) of gross Company earnings received.

17.10 Travel Time. Employees who work on harvest crews shall receive a travel allowance between areas per the schedule below. Employees must be at work the first day that their crew starts in the new area (not necessarily with the same crew) or at the expiration of the travel time to qualify for the travel allowance below.

Areas	Travel Allowance	Travel Time
Salinas/Oxnard	$ 31.00	3 days
Salinas/Huron	25.00	2 days
Salinas/Blythe	35.00	3 days
Salinas/El Centro	35.00	3 days
Huron/Blythe	25.00	3 days

17.11 Call Time. All workers shall report to the place called for work at the time called, regardless of whether or not work is performed, and they shall be paid from the time called until released. Where the Company provides transportation, the pick-up location shall not be deemed the place called for work, and an employee shall not be deemed to have reported for work until the transportation provided by the Company arrives at the production location. Workers shall be paid a minimum of four (4) hours for each call at the hourly guaranteed rate or their piece-rate earnings, whichever is higher, regardless of whether or not work is provided. The call provision shall not apply where work covered by this Sub-Agreement is delayed or cannot be

carried out because of unpredictable rain or government condemnation of crop, or other unpredictable acts of God beyond the control of Bud Antle, Inc., when any of the foregoing occur after work commences. Any call may be rescinded by notification to employees before reporting to work. During inclement weather, the Company shall be allowed one hour after call time to commence transportation of employees from the loading place to the fields. Thereafter, employees may return home or remain at the bus-loading location, at their election, without harassment from any supervisors or foremen. After arrival at the production site, if inclement weather delays or halts production, employees may leave and need not wait to determine if production will commence. If 20% or more of the crew wants to leave owing to inclement weather, the Company will use its best effort to provide them with transportation or assist them over Company communication facilities to contact persons who will be able to come to the production locations and pick up workers.

17.12 Rest Periods. Rest periods shall be taken insofar as practical in the middle of each work period. Rest periods shall be provided at the rate of fifteen (15) minutes per four (4) hours' work. A rest period shall not be required for work shifts less than three and one-half (3-1/2) hours worked. Past rest-period practice on wrap-lettuce-machine harvest shall continue for the duration of this agreement. In the event of equipment breakdown, rest periods may be taken at that time if the normal break period would occur within a reasonable time thereafter.

17.13 Hours and Overtime.

A. Overtime. Time worked on Sunday and on holidays shall be at one and one-half (1-1/2) times the regular rate of pay for the work performed, unless otherwise provided in the schedules attached hereto. All time worked in excess of eight (8) hours in any one (1) day shall be paid at one and one-fourth (1-1/4) times the regular hourly rate of pay, unless otherwise provided in the schedules attached hereto.

B. Lunch Break. All employees shall be given one-half (1/2) hour in which to eat their lunch at approximately the middle of each eight (8) hours' work. In no case shall an employee work in excess of five (5) hours without such lunch break.

17.14 Wages, Job Classification, and Jobs Covered.

A. Rates of pay, jobs covered, job definitions and descriptions are attached hereto as schedules. Such schedule shall be acknowledged by the signature of a representative of the Company and the Union.

B. There shall be no reduction in present rates of pay or the imposition of conditions that are in excess of those established under the terms of this Agreement.

C. In the event any new operation or classification shall be commenced by the Company in any of its operations, whether in field or

packing shed, the Company shall notify the Union to negotiate the wage scale and working conditions for new operations. Such additional agreements, supplements, and exhibits shall be made a part hereof and subject to all the same terms and conditions as are provided by the general provisions of this Agreement. By the provisions of this paragraph, the Company does not relinquish any of its rights established in Article III above.

D. The Company and the Union acknowledge that the Company's wage rates for agricultural production workers have historically been competitive with other major employers in the industry and that it is important to both the Union and the Company to maintain this competitiveness. If any other major employer in the industry, during the remaining term of this Agreement, commences overall minimum hourly wage scales in any classification that, in general, exceed the minimum hourly wages paid by the Company for that classification, the Company and the Union agree to renegotiate that minimum wage to a competitive level. If agreement cannot be reached on a competitive minimum-hourly-wage scale, the Company shall institute its last offer and the Company and the Union shall arbitrate the question of what is a competitive minimum-hourly-wage rate for the classification in question. This clause shall not apply to wage differences created by different methods of computation (e.g., where one employer pays on an hourly rate and another pays on a piece rate) and is not intended to cover individual categories of workers within each classification where differences in job descriptions, duties and responsibilities may affect the relative wage scales of any particular employees.

17.15 Special Rules for Field Seniority. There shall be a separate seniority list for workers working under each of the attached schedules and the following rules shall apply:

A. Crew Transfers. Employees electing not to move with their crew when the crew moves to a new location will be hired to fill vacancies on remaining crews by classification seniority.

B. Crew Termination. When a crew is terminated, employees in that crew will be placed in existing crews by classification seniority.

C. New Rehires. When an area begins, permanent crew members who move with the crew will have the first right to jobs in that crew and persons who worked at that location in that classification at the end of the preceding season shall be entitled to seniority in rehiring.

D. Bumping Procedure. If a seniority employee desires to exercise his seniority rights under the foregoing provisions, he must first contact the Company personnel office to ensure that he bumps the lowest seniority person in that classification on any crew; he is not entitled to bump the lowest seniority person on the particular crew of the employee's choice.

E. Seniority Within Job Classification. Production workers may acquire seniority in up to three (3) classifications and maintain such seniority concurrently so long as their company seniority remains unbroken, and so

long as the employee works at least thirty (30) days per year in each classification. Seniority within a classification can be acquired and lost independent of other classification-seniority dates.

F. North/South Seniority. Production workers shall be entitled to North and South seniority with super-seniority for those who follow the Company year-round.

17.16 Work Equalization. The Company agrees to use its best efforts to equalize work between different job functions within each crew.

17.17 Production Figures. Foremen shall notify their crews each day of the hours worked and the number of cartons packed the previous day.

17.18 Training Meetings. Training meetings will be conducted by the Company for foremen and supervisors.

17.19 Crew Representatives. Crew stewards will meet weekly in each area to discuss problems with Company representatives.

17.20 Piece-Rate Calculations. When changing fields, each field's piece rate will be computed separately.

17.21 Blythe/Poston Travel Pay. For those employees traveling from Calexico to work in Blythe and Poston, the Company shall pay two (2) hours to Blythe and three (3) hours to Poston, at the guaranteed hourly wage. In addition, the Company intends to make available a labor camp for ground crews in Poston, if needed.

Acknowledged and Accepted.

General Teamsters,
Warehousemen and Helpers Union
Local 890

Date: 10-8-79

By Edward E. Fay

BUD ANTLE, INC.
a California Corporation

Date: _____

By _____

SCHEDULE I

Wrapped Lettuce/Cabbage Harvest

Machine Harvest - Hand-Wrap Operations

A. Job Classifications.

Cutter, Set-ups, Trimmers, Trimmer Set-ups, Hand Wrapper, Carton Filler, Container Gluer-Sealer, Stacker-Loader.

B. Wage Rates.

	7/16/79
Guaranteed Hourly Wage	$5.25
Piece Rates	
18 & 24 heads/ctn	1.12
30 & 38 heads/ctn	1.34

(1) Stand-by time resulting from machinery failure shall be paid at the guaranteed hourly rate of pay per hour.

(2) The piece rate or the hourly rate, whichever is greater, shall be paid daily for the work performed that day.

(3) When the employee earns piece rate for the time covered the employee shall be paid that piece rate for the time worked and shall be paid for the remaining guaranteed work time at the hourly rate, provided such employee performs all work assigned by the employer.

(4) Overtime pay will be at the rate of one and one-quarter (1-1/4) times the piece rate for all work in excess of eight (8) hours per day.

(5) Gloves will be provided, as required.

(6) Transportation will be provided for loaders from the field.

(7) Loaders will be paid for all time in the field (with no one-half (1/2) hour lunch deducted). Such time will be paid at the piece rate, rounded off up to the nearest one-quarter (1/4) hour.

(8) On walk-behind harvest vehicles, one container gluer-sealer-stacker will be designated to assist the foreman in turning the equipment at the ends of the rows. This person will receive a premium of seventy-five cents ($.75) per hour.

Acknowledged and Accepted.

General Teamsters,
Warehousemen and Helpers Union,
Local 890

Date: 10-8-79

By _____

BUD ANTLE, INC.,
a California corporation

Date: 10-2-79

By _____

SCHEDULE II

Naked Lettuce/Cabbage Harvest

Lettuce Harvest - Ground-Pack Operations

A. Job Classifications.

Carton-Spreader, Cutter, Trimmer, Packers, Carton-Sealers and Gluers, Water Sprayer, Lidders, Windrow-Stackers and Loaders.

B. Wage Rates.

	7/16/79
Guaranteed Hourly Wage	$6.25
Piece Rate Per Carton	.88

(1) Varying numbers of workers shall be assigned from among the crew to the specific tasks required for the field in which the work is done, as determined by the Company. The Company's standards are the highest in the industry and include the procedure of three (3) cutter-trimmers being used in conjunction with two (2) packers. Packing humps and folded, glued cartons are furnished and are to be used at all times, or as directed by the Company.

(2) The piece rate or the hourly rate, whichever is greater, shall be paid daily for the work performed that day.

(3) When the employee earns piece rate for the time covered, the employee shall be paid that piece rate for the time worked and shall be paid for the remaining guaranteed work time at the hourly rate, provided such employee performs all work assigned by the employer.

(4) When harvesting up to ten (10) rows, one windrower shall be supplied by the Company and paid by the Company at the same rate that the crew earns under piece rate. When harvesting in excess of ten (10) rows but less than twelve (12) rows, two (2) windrowers shall be assigned, one paid for by the Company and one paid by the crew. When harvesting in excess of thirteen (13) rows, three (3) windrowers shall be assigned, one paid by the Company and two paid by the crew.

(5) For ground crews, whose normal days are less than eight (8) hours, each work day will be considered equivalent to eight (8) hours for the purpose of determining the eighty (80) hour Medical Insurance qualification.

(6) Loaders will be paid for all time in the field (with no one-half (1/2) hour lunch deducted). Such time will be paid at the Piece Rate, rounded off up to the nearest one-quarter (1/4) hour.

(7) Transportation will be provided for loaders from the field.

(8) Boots, gloves, and rainwear will be provided, as required.

(9) It is the Company's intention to convert to aluminum humps.

(10) Overtime pay will be at the rate of one and one-quarter (1-1/4) times the Piece Rate for all work in excess of eight (8) hours per day.

Acknowledged and Accepted

General Teamsters,
Warehousemen and Helpers Union,
Local 890

Date: 10-8-79

By Edward E Glass

BUD ANTLE, INC.,
a California corporation

Date: 10-5-79

By J B Wright

SCHEDULE III

Celery-Field Harvest

Celery Field Harvest - Ground-Pack Operations

A. Job Classifications.

Container-Spreader, Cutter, Trimmer, Packer, Container Sealer, Lidder, Gluer, Water Sprayer, Windrow-Stackers and Loaders, Labelers.

B. Wage Rates.

	7/16/79
Guaranteed Hourly Wage	$6.25
Piece Rate Per Carton	
Wax Carton	1.14
Wax, Sleeved	1.44
Heart - Regular	.75
Heart - Special	1.00

(1) Varying numbers of workers shall be assigned from among the crew to the specific tasks required for the field in which the work is done, as determined by the Company.

(2) The piece rate or the hourly rate, whichever is greater, shall be paid for the work performed that day.

(3) When the employee earns piece rate for the time covered the employee shall be paid that piece rate for the time worked and shall be paid for the remaining guaranteed work time at the hourly rate, provided such employee performs all work assigned by the employer.

(4) The Christmas holiday benefit shall be paid to all employees who worked on celery crews that had no scheduled work day after Christmas, providing the employee worked the last scheduled work day prior to Christmas in the month of December.

(5) Loaders will be paid for all time in the field (with no one-half (1/2) hour lunch deducted). Such time will be paid at the Piece Rate, rounded off up to the nearest one-quarter (1/4) hour.

(6) Transportation for loaders will be provided from the field.

(7) The Company will provide high-top overshoes instead of boots.

(8) Buses for celery crews will be provided as soon as possible.

(9) Two (2) trainees will work as one (1) crewmember, and will split the Piece Rate between them. The Guaranteed Hourly Wage shall be waived for such trainees, but minimum wage laws will be observed. Separate checks will be issued. A new worker may remain in the above trainee status for a maximum of fifteen (15) working days.

(10) Overtime Pay will be at the rate of one and one-quarter (1-1/4) times the Piece Rate for all work in excess of eight (8) hours per day.

Acknowledged and Accepted

General Teamsters,
Warehousemen and Helpers Union,
Local 890

Date: 10-8-79

By Edward E Jay

BUD ANTLE, INC.,
a California corporation

Date: 11-5-79

By J B Wright

SCHEDULE IV

Farm Labor and Miscellaneous Harvest

All Areas

Job Classifications	Hourly Wages
Wage Rates	7/16/79
Farm Maintenance	
Mechanic	$ 6.80
Welder	6.80
Serviceman I	6.30
Serviceman II	6.10
Tractor Drivers	
Class-I Operations*	6.30
Class-II Operations**	6.10
Transplant Machines	5.25
Irrigators***	5.30
Thin-Hoe, Miscellaneous	5.15

*Class I - Operations consist of listing, precision planting, precision application of agriculture chemicals. Operator shall receive Class-I rate of pay for all time worked in job classifications of lesser rates of pay if during that day he performs some Class-I tractor work.

**Class II - Operations other than those listed under Class I shall receive Class-II rate of pay for all time worked in job classifications of lesser rates of pay if during that day he performs some Class-II tractor work.

***Irrigators do not receive overtime pay except on holidays. Sunday is not considered a holiday. Irrigator wage rates are $.15 above the basic farm rates since overtime rates do not apply.

(1) Gloves will be provided, as required.

Acknowledged and Accepted

General Teamsters,
Warehousemen and Helpers Union,
Local 890

Date: 10-5-79

By Edward E. Jay

BUD ANTLE, INC.,
a California corporation

Date: 10-5-79

By J. B. Huffington

SCHEDULE V

Bulk Lettuce Harvest-Bins

Wage Rates

	7/16/79
Guaranteed Hourly Wage	$5.25
Piece Rate - Per Bin	7.75 cored
	7.50 un-cored
Tractor Driver, Class II	6.10

(1) Boots, Gloves, Rainwear will be provided, as required.

Acknowledged and Accepted.

General Teamsters,
Warehousemen and Helpers Union,
Local 890

Date: 10-8-79 By Edward C. Gray

BUD ANTLE, INC.,
a California corporation

Date: 11-5-79 By J. B. Hunt

SCHEDULE VI

Greenhouses

Job Classification	Hourly Wages 7/16/79
General Labor	$5.25
Seeding Line and Mechanical Equipment	6.10
Forklift Operator	6.10
Plug Maker	5.45

Acknowledged and Accepted.

General Teamsters,
Warehousemen and Helpers Union,
Local 890

Date: 10-8-79

By Edward E Gay

BUD ANTLE, INC.,
a California corporation

Date: 10-8-79

SCHEDULE VII

Cauliflower Harvest

Job Classification	Hourly Wages
MACHINE HARVEST - HAND BAG OR WRAP OPERATIONS	
	7/16/79
Guaranteed Hourly Rate	$5.25
Piece Rate per Carton	1.00
Tractor Driver, Class II	6.10
HAND TYING	
Guaranteed Hourly Rate	5.25
Piece Rate per Acre	90.00

(1) Overtime Pay will be at the rate of one and one-quarter (1-1/4) times the Piece Rate for all work in excess of eight (8) hours per day.

(2) Time lost by tying crew because of having to stop to let a harvest crew advance will be paid at the $5.00 hourly guarantee, figured apart from the piece rate.

(3) Loaders will be paid for all time in the field (with no one-half (1/2) hour lunch deducted). Such time will be paid at the Piece Rate, rounded off up to the nearest one-quarter (1/4) hour.

(4) Transportation will be provided for loaders from the field.

(5) Gloves will be provided, as required.

Acknowledged and Accepted.

General Teamsters,
Warehousemen and Helpers Union,
Local 890

Date: 10-8-79 By Edward E Gay

BUD ANTLE, INC.,
a California corporation

Date: 10-5-79 By J B Knight

APPENDIX III

(ARTICLE XVIII to MASTER AGREEMENT)

Agricultural Plant Workers Sub-Agreement

APPENDIX III

(ARTICLE XVIII to MASTER AGREEMENT)

Agricultural Plant Workers Sub-Agreement

18.1 Scope of Article. The provisions of this Article cover all persons employed in all areas of the Company's plant production areas, with the exception of celery-packinghouse employees. No superintendent, assistant superintendent, or foreman having authority from the employer to hire, fire, or direct the work force shall be either a member of the Union or covered by the provisions of this Article.

18.2 Unemployment Insurance and Workmen's Compensation. The Company agrees at its expense to provide unemployment insurance to all workers covered by this Sub-Agreement under applicable state acts, where available, or under federal legislation to the extent state insurance programs are not available. The Company further agrees to provide at its expense Workmen's Compensation Insurance whether or not provided by law.

18.3 Health and Welfare. Employees under this Sub-Agreement shall be provided coverage for health and welfare as follows:

A. An employee shall qualify for benefits after working not less than 80 hours in pay periods ending in the preceding calendar month and shall continue to qualify so long as the employee works at least 80 hours during pay periods ending in each succeeding calendar month.

B. Basic medical and dental coverage shall be provided as set forth and described in the Bud Antle, Inc. Plan Summary distributed free of charge by the Company and printed in both English and Spanish, a copy of which in the language of this agreement is attached hereto as Exhibit 1.

C. Paragraph 18.3.B notwithstanding, an employee shall have to have qualified under Paragraph 18.3.A for three consecutive months in order to be eligible for elective repair-and-replacement dental care pursuant to the Bud Antle, Inc. Agriculture Health and Welfare Plan. Seasonal employees shall continue to be eligible for elective repair-and-replacement dental care if they commence work at the beginning of the season and had been eligible for elective repair-and-replacement dental care at the end of the preceding season. Until July 15, 1980, all existing employees at the time of the execution of this agreement and all persons employed by the Company since July 15, 1978 who were otherwise eligible for medical and dental coverage shall be eligible for elective repair-and-replacement dental care regardless of whether they qualified for benefits pursuant to Paragraph 18.3.B over the three months immediately preceding.

D. Paragraph 18.3.B notwithstanding, employees under this Sub-Agreement working 1,500 hours or more in the preceding calendar year shall be eligible to receive benefits equivalent to those paid under Tri-Counties Plan 100A in lieu of the Bud Antle, Inc. Agriculture Health and

Welfare Plan excepting, however, the amounts paid for services performed in Mexico shall be the amounts set forth in the "Mexico option" to the Bud Antle, Inc. Agriculture Health and Welfare Plan in any and all events.

E. Disputes shall be resolved pursuant to the Medical and Dental Claims Review Board as established pursuant to Paragraph 18.3.

18.4 Pension.

A. The Company shall contribute to the Western Conference of Teamsters Negotiated Pension Trust Fund twenty-one cents ($0.21) per hour for each and every hour worked or paid for each employee covered by this Sub-Agreement.

B. The Company agrees to pay any increases in the hourly-contribution rate to maintain the present level of benefits provided by the Fund as of July 15, 1979, for the hourly rate described herein, as may be required by the Pension Reform Act of 1974.

18.5 Cost of Living. The provisions of Article XIII shall apply. Adjustments in the cost-of-living allowance shall be made on the basis of changes in the Index as follows:

> For increases in the Index of more than five percent (5%) per year, wage rates will be increased by the following formula:
>
> .3 point = $.01
>
> There will be a maximum of $.25 added to wage rates per this formula.

18.6 Funeral Leave. In the event of a death in the family (defined without exception as father, mother, mother-in-law, father-in-law, wife, husband, brother, sister, son, daughter), a regular employee shall be entitled to a maximum of three (3) days off with pay at his or her regular hourly rate of pay to attend the funeral, provided the attendance days fall within the regular scheduled work week.

18.7 Jury Duty. If an employee serves on a jury he shall be paid the difference between eight (8) hours straight-time pay at the guaranteed hourly rate and the payment made to such employee as a juror for those days that the employee would have worked.

18.8 Holidays.

A. The following days shall be observed as holidays, and all work performed upon said days shall be paid at the overtime rate: Sunday, Christmas, New Year's Day, Washington's Birthday, 4th of July, Memorial Day, Labor Day, Veterans Day, and Thanksgiving. When a holiday falls on Sunday, the day designated by federal proclamation shall be observed as the holiday.

B. In addition to the above holiday provisions, employees will be entitled to the following three (3) paid holidays: 4th of July, Christmas, and Labor Day. To be eligible for holiday benefits an employee must work the last scheduled work day before and the next scheduled work day after the holiday.

18.9 Vacations. An employee who has completed one thousand (1,000) hours of work during a calendar year, or who has worked one hundred and twenty-five (125) days in either the North or South working area shall receive a paid vacation amounting to two percent (2%) of the employee's gross Company earnings in the said year, increasing to four percent (4%) after the employee has so qualified for vacation pay for three (3) consecutive years. The four percent (4%) benefit shall continue to be paid for each subsequent year in which the employee works one thousand (1,000) hours or one hundred and twenty-five days, so long as seniority is maintained.

Vacations shall be taken at such time as will cause the least inconvenience to the Company. Each employee qualifying for a vacation shall receive one (1) week's vacation for each two percent (2%) of gross Company earnings received.

18.10 Travel Time. Employees who work in the Salad Plant shall receive a travel allowance between areas per the schedule below. Employees must be at work the first day that their crew starts in the new area (not necessarily with the same crew) or at the expiration of the travel time to qualify for the travel allowance below.

Areas	Travel Allowance	Time
Salinas/El Centro	$35.00	3 days

18.11 Rest Periods. Rest periods shall be taken insofar as practical in the middle of each work period. Rest periods shall be provided at the rate of fifteen (15) minutes per four (4) hours' work. A rest period shall not be required for work shifts less than three and one-half (3-1/2) hours worked. In the event of equipment breakdown, rest periods may be taken at that time if the normal break period would occur within a reasonable time thereafter.

18.12 Hours and Overtime

A. Overtime. Time worked on Sunday and on holidays shall be at one and one-half (1-1/2) times the regular rate of pay for the work performed. All time worked in excess of eight (8) hours in any one (1) day shall be paid at one and one-half (1-1/2) times the regular hourly rate of pay.

B. Lunch Break. All employees shall be given one-half (1/2) hour in which to each their lunch at approximately the middle of each eight (8) hours' work. In no case shall an employee work in excess of five (5) hours without such lunch break.

18.13 Wages, Job Classification, and Jobs Covered

A. Rates of pay, jobs covered, job definitions and descriptions are attached hereto as schedules. Such schedule shall be acknowledged by the signature of a representative of the Company and the Union.

B. There shall be no reduction in present rates of pay or the imposition of conditions that are in excess of those established under the terms of this Agreement.

C. In the event any new operation or classification shall be commenced by the Company in any of its operations, the Company shall notify the Union to negotiate the wage scale and working conditions for new operations. Such additional agreements, supplements, and exhibits shall be made a part hereof and subject to all the same terms and conditions as are provided by the general provisions of this Agreement. By the provisions of this paragraph, the Company does not relinquish any of its rights established in Article III above.

18.14 Work Equalization. The Company agrees to use its best efforts to equalize work between different job functions within each crew.

18.15 North/South Seniority. Plant workers shall be entitled to North and South Seniority with super-seniority for those who follow the Company year-round.

18.16 Training Meetings. Training meetings will be conducted by the Company for Foremen and Supervisors.

18.17 Crew Representatives. Crew representatives (stewards) will meet weekly in each area to discuss problems with the Company.

Acknowledged and Accepted.

General Teamsters,
Warehousemen and Helpers Union,
Local 890

Date: 10-8-79

By Edward E Jay

BUD ANTLE, INC.,
a California corporation

Date: 10-8-79

By [illegible]

SCHEDULE I

Salad Plant

Job Classification	Hourly Wages
Wage Rates	7/16/79
General Labor	$5.30
Quality Control, Cutters, Dryers, Box-makers	5.55
Fork-lift Drivers	6.10

Acknowledged and Accepted.

General Teamsters,
Warehousemen and Helpers Union,
Local 890

Date: 10-8-79

By Edward E. Jay

BUD ANTLE, INC.,
a California corporation

Date: 10-8-79

By [illegible]