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western agmaster 1973

1973-1975

WESTERN AGRICULTURE MASTER AGREEMENT

AREA'S NEGOTIATING COMMITTEE

AND

WESTERN CONFERENCE OF TEAMSTERS

Affiliated With The

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA

WESTERN AGRICULTURE MASTER AGREEMENT

ARTICLE I - PARTIES

This Master Agreement is between the Areas Negotiating Committee acting for and on behalf of those certain Companies named in Appendix A attached hereto, each of which has given their authorization to the Committee to represent them in the negotiation of this Master Agreement and certain specified Supplemental Agreements, and individual companies who may hereafter become signatory to this Master Agreement and certain specified Supplemental Agreements, hereafter collectively referred to as the EMPLOYER and the Western Conference of Teamsters, International Brotherhood of Teamsters, Chauffeurs and Warehousemen and Helpers of America hereinafter referred to as the UNION.

The term "Company" as used in this Master Agreement shall refer to those certain companies named in Appendix A attached hereto and individual companies who may hereafter become signatory to the Master Agreement.

ARTICLE II - SCOPE OF AGREEMENT

This Master Agreement shall cover all operations of the Employer which are covered by this Master Agreement and such of the Supplemental Agreements as the individual Companies may have executed, will execute, or have given a specific power of attorney to the Areas Negotiating Committee to negotiate and execute upon the Companies' behalf, at all of the Companies' locations throughout the thirteen (13) Western States within the jurisdiction of the Western Conference of Teamsters, and shall have application only to the work performed

within the classifications described in this Master Agreement and the Supplemental Agreements to which the various Companies party hereto may become signatory.

Since each Company party hereto has a variety of operations covered by this Master Agreement, Supplemental Agreements are provided for each of the specific types of work performed and/or areas where such work is performed by the different classifications of employees covered by this Master Agreement.

All such Supplemental Agreements are subject to and controlled by the terms of this Master Agreement, and all such Supplemental Agreements are limited to the specific classifications of work and/or areas where such work is performed as enumerated and described in each of the Supplemental Agreements.

ARTICLE III - NON-COVERED UNITS

This Master Agreement shall not be applicable to those operations of those Companies whose employees are covered by a collective bargaining agreement with another union either affiliated or not affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America. In the event that the Union party to this Master Agreement should organize any unit of employees of a company operation not covered by this Master Agreement or any Supplemental Agreement, the Company shall upon reasonable notice from the Union meet with the Union to negotiate an appropriate Supplemental Agreement to cover such unit of employees. However, as a condition precedent, the Union will submit proof of majority representation by means of a card check.

Upon demand by the Company, the validity of the Union's majority

representation as shown by the card check shall be verified by the following procedure:

The Company must notify the Union within fourteen (14) calendar days after the Union makes a written demand for recognition, that it desires a card check. The aforesaid written recognition demand by the Union must recite or have attached the provisions of this Article. At the same time the Company gives such notice, it shall also appoint an impartial party not an employee of the Company. If the Company does not comply with the foregoing provisions the Union will be deemed to have been recognized by the Company.

If the Company appoints an impartial party as described above, the Union shall appoint an impartial party not an employee or member of the Union. The impartial parties then shall select a third impartial party, within three days thereafter. If they cannot agree, each will nominate a non-employee impartial third party and the choice between the two nominees shall be by lot within three days thereafter. If the Company fails to appoint or participate in the selection by lot, the Company shall be deemed to have recognized the Union.

The impartial third party shall determine whether or not the Union represents a majority of the Company's employees by checking the signed authorization cards against the Company's payroll records. The Company and the Union shall make such documents available to the impartial third party as he may require to conduct the verification. Such documents shall not be disclosed to the other party or any other person.

Upon written mutual consent of the parties hereto, and upon written mutual consent of the parties to any contract which is sought

to be incorporated herein, any unit of employees of the Employer's operations covered by a collective bargaining agreement with a Union affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, may be incorporated as part of this Master Agreement and/or Supplemental Agreements.

ARTICLE IV - SINGLE BARGAINING UNIT

The employees covered by this Master Agreement and the various Supplemental Agreements thereto shall constitute one bargaining unit. It is understood that the printing of this Master Agreement and the aforesaid Supplemental Agreements in separate form is for convenience only and is not intended to create separate bargaining units. It is also understood that the various Supplemental Agreements hereto may have different expiration dates. The Master Agreement has resulted from joint collective bargaining negotiations as to common problems and interests. Accordingly, the Employer and the Companies acknowledge that it and they are part of a multi-employer collective bargaining unit. Any Company may withdraw from the multi-employer collective bargaining unit by giving written notice of intention to withdraw 90 days prior to the expiration of this Master Agreement or prior to the first meeting between the Employer and the Union for renegotiation of this Master Agreement, which ever occurs first.

ARTICLE V - NO STRIKE - NO LOCKOUT

The Union and the Employer agree that there shall be no lockouts, strikes, slowdowns, job or economic action, or other interference with the conduct of any Company's business during the life of this Agreement. The foregoing sentence shall not apply

with respect to Companies signatory to any Supplemental Agreement of this Master Agreement after it expires even though it expires during the term of this Master Agreement; nor shall such sentence apply to economic action with respect to a dispute which the Union has with a Company regarding employees of said Company not covered by a Supplemental Agreement of this Master Agreement. It is agreed, however, that the Union will not engage in strikes, slowdowns, job or economic action, or other interference with the conduct of the Company's business for the purpose of gaining recognition from any Company signatory to this Master Agreement. In the event that the Union has a dispute, organizational problem, or other claim against an individual Company bound by this Master Agreement, or any Supplemental Agreements thereto, or with a Company which the Union is seeking to organize or with which it is seeking to negotiate a contract, and when the Union is entitled to or does strike or use any of the action referred to hereinabove in connection therewith, the Union agrees that any such action shall be directed against that individual Company and not against any other Companies bound by the Master Agreement or Supplemental Agreements hereto.

ARTICLE VI - ASSIGNMENT

The Union shall have the right to add additional local unions affiliated with the Internation Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America as parties to this Master Agreement. The Union shall also have the right upon prior written consent of the Employer, to assign this Master Agreement to any other local union or unions affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of

America and such local union or unions shall be recognized as the representative of the employees covered by this Master Agreement and Supplemental Agreements thereto, and as parties to this Master Agreement and Supplemental Agreements thereto.

ARTICLE VII - DURATION OF AGREEMENT

This Master Agreement shall continue in full force and effect through July 15, 1975.

This Master Agreement shall automatically renew itself from year to year from the expiration date unless either of the parties shall give notice in writing to the other party 60 days prior to the expiration requesting negotiations for a new Master Agreement or modification thereof.

Dated this 11th day of January, 1973.

Areas Negotiating Committee

Union

Western Conference of Teamsters

Approved by Western Conference of Teamsters, Committee on Agricultural Workers

PARTIES - APPENDIX A

2 A & M PRODUCE COMPANY
P. O. BOX 100
EL CENTRO, CALIFORNIA 92243

2 ABATTI PRODUCE
P. O. BOX 466
EL CENTRO, CALIFORNIA 92243

421 EUGENE ACOSTA
4655 FIFTH STREET
GUADALUPE, CALIFORNIA 93434
2 Leo Acquistapace
2 ADMIRAL PACKING COMPANY
P. O. BOX 1089
SALINAS, CALIFORNIA 93901
2 Bill Adam
AGRO CROP COMPANY
ROUTE 1, BOX 382
ARROYO GRANDE, CALIFORNIA 93420
2 Adam Farms
SAM ANDREWS' SONS
401 WEST FIFTH STREET
HOLTVILLE, CALIFORNIA 92250

5 AN JUL COMPANY, INC.
P. O. BOX 398
HOLTVILLE, CALIFORNIA 92250

2 APOLLO FARMS
P. O. BOX 1247
CASTROVILLE, CALIFORNIA 95012
5 George Arakelian Fms
542 1 ARENA IMPERIAL COMPANY
P. O. BOX 198
BRAWLEY, CALIFORNIA 92227

2 ARROW DISTRIBUTING COMPANY
P. O. BOX 778
SALINAS, CALIFORNIA 93901

2 ARROW LETTUCE COMPANY
P. O. BOX 778
SALINAS, CALIFORNIA 93901

2 JACK T. BAILLIE COMPANY, INC.
P. O. BOX 268
SALINAS, CALIFORNIA 93901

BAYVIEW RANCH COMPANY
130 PRESTON ROAD
CASTROVILLE, CALIFORNIA 95012

2 BETTERAVIA FARMS
P. O. BOX 665
GUADALUPE, CALIFORNIA

421 BINGHAM & BRAYTON
P. O. BOX 115
GUADALUPE, CALIFORNIA
2 Bonita Pkg Co.
2 ED BORCHARD & SONS
2 RODGERS ROAD
SALINAS, CALIFORNIA (#()L
421 Geo Bertonnet & Son
2 BYRD PRODUCE COMPANY
P. O. BOX 965
GUADALUPE, CALIFORNIA
421 D.A. Brady
2 C & V FARMS
144 LAWRENCE AVENUE
WATSONVILLE, CALIFORNIA 95076
42 S. Braga & Son
41 CALIFORNIA COASTAL FARMS, INC.
P. O. BOX 811
SALINAS, CALIFORNIA 93901
421 CA Lettuce
2 CASTROVILLE RANCH & PACKING COMPANY
11198 MERRITT STREET
CASTROVILLE, CALIFORNIA 95012
2 1 Cardoza & Lundberg
CEL-A-PAK
P. O. BOX 1022
SALINAS, CALIFORNIA 93901
421 Christensen & Giannini
32 BRUCE CHURCH, INC. - 3-10-194
P. O. BOX 599
SALINAS, CALIFORNIA 93901

2 MEARL C. CLAPP
P. O. BOX 986
EL CENTRO, CALIFORNIA
2 Cossa & Son
41 COLACE BROS., INC.
P. O. BOX 456
EL CENTRO, CALIFORNIA
421 Cossa & Stoppini
421 J. J. CROSETTI COMPANY
P. O. BOX 230
WATSONVILLE, CALIFORNIA 95076
D'Arrigo Bros & CH
421 DE SANTE FARMS
11198 MERRITT STREET
CASTROVILLE, CALIFORNIA 95012
2 Louis Dolfino Co.

421 DIXON RANCH
STAR ROUTE, BOX 7-A
ARROYO GRANDE, CALIFORNIA

421 Clarence Donati
2 BENJAMIN H. DOHI
310 VALLEY ROAD
ARROYO GRANDE, CALIFORNIA

421 Donovan
421 EADY & ASSOCIATES
P. O. BOX 298
EL CENTRO, CALIFORNIA 92242

2 ECKEL PRODUCE COMPANY
P. O. BOX 1027
SALINAS, CALIFORNIA 93901

421 Earl Eisner Frm
2 R. T. ENGLUND COMPANY
P. O. BOX 517
SALINAS, CALIFORNIA 93901

421 F & M FARMS
P. O. BOX 1027
SALINAS, CALIFORNIA 93901

2 F. B. III, INC.
P. O. BOX 360
EL CENTRO, CALIFORNIA

2 FERINI & ARDANTZ
P. O. BOX 247
GUADALUPE, CALIFORNIA

4 Fuchiwaki
2 WALLER FLOWERSEED COMPANY
P. O. BOX 935 11-242
GUADALUPE, CALIFORNIA

421 Freitas, Joe A & Son
2 HILO FUCHIWAKI
STAR ROUTE, BOX 17-A
ARROYO GRANDE, CALIFORNIA

2 Fujioka Strawberry Farm
2 MITSUGI FUKUHARA
ROUTE 1, BOX 228
ARROYO GRANDE, CALIFORNIA

2 Furukawa Farms Inc.
THE GARIN COMPANY (CALIF. ONLY)
P. O. DRAWER 1731
SALINAS, CALIFORNIA 93901

2 GIANNINI & DEL CHIARO
441 EL CAMINO REAL NORTH
SALINAS, CALIFORNIA 93901

GONZALES PACKING COMPANY
P. O. BOX 58
GONZALES, CALIFORNIA 93926

2 GRAESER & OMLIN COMPANY
P. O. BOX 661
HOLTVILLE, CALIFORNIA 92250

421 GREEN VALLEY PRODUCE COOPERATIVE
P. O. BOX 2123
SALINAS, CALIFORNIA 93901

541 GROWERS EXCHANGE, INC.
P. O. BOX 479 5=11-285
SALINAS, CALIFORNIA 93901

421 John Guggia & Son
2 HANSEN FARMS
P. O. BOX 269
SALINAS, CALIFORNIA 93901

32 HARDEN FARMS OF CALIFORNIA 3=10-193
P. O. BOX 779
SALINAS, CALIFORNIA 93901
Harry A. Heller

2 Y. HAYASHI & SONS
ROUTE 1, BOX 398
ARROYO GRANDE, CALIFORNIA

42 Hibino Farms — High & Mighty fms 5=11-287
2 WILLIAM B. HUBBARD COMPANY
P. O. BOX 328
GLENDALE, ARIZONA 85301

2 Hitchcock Bros
2 IKEDA BROS.
P. O. BOX 518
OCEANO, CALIFORNIA 93445

2 Hobo Strawberry Farm
2 J & A FARMS
P. O. BOX 623
BLYTHE, CALIFORNIA 92225

2 Inland Ranch Co
5421 JACKSON PRODUCE COMPANY
P. O. BOX 1679 5=11-281
EL CENTRO, CALIFORNIA 92244

1 Joabo Strawberry Fms
2 JOB FARMS
P. O. BOX 906
GUADALUPE, CALIFORNIA

2 Jacks Berry Farm
2 JOBB PACKING COMPANY
P. O. BOX 1044
BRAWLEY, CALIFORNIA 92227

2 KAMINAKA FARMS
ROUTE 1, WILLOW ROAD
NIPOMO, CALIFORNIA 93444

421 KEN KOBARA
ROUTE 1, BOX 396
ARROYO GRANDE, CALIFORNIA

421 Kubo Berry Farms

2 KOYAMA FARMS
P. O. BOX 726
GUADALUPE, CALIFORNIA

5 LA BRUCHERIE RANCH, INC.
P. O. BOX 1420 5=11-283
EL CENTRO, CALIFORNIA 92243

2 A. PEONARDINI or. A. Leonardini
P. O. BOX 712
CASTROVILLE, CALIFORNIA 95012

LEONARDINI & SON
662 SAN FELIPE STREET
SALINAS, CLAIFORNIA 93901

2 LET-US-PAK
P. O. BOX 225
SALINAS, CALIFORNIA 93901

LU ETTE FARMS, INC.
P. O. BOX 865
HOLTVILLE, CALIFORNIA 92250

421 CARL JOSEPH MAGGIO, INC.
P. O. BOX 536
KING CITY, CALIFORNIA 93930

2 JOE MAGGIO, INC.
P. O. BOX 27
HOLTVILLE, CALIFORNIA

421 John D Mahoney
2 MAHONEY BROS.
P. O. BOX 145
GUADALUPE, CALIFORNIA

JOHN D. MAHONEY
1268 LA MIRADA DRIVE
SALINAS, CALIFORNIA 93901

MAJOR FARMS, INC.
P. O. BOX 719
SALINAS, CALIFORNIA 93901

2 MANN PACKING COMPANY, INC.
P. O. BOX 908
SALINAS, CALIFORNIA 93901

421 Martella Farms, Norman
2 MAULHARDT PACKING COMPANY
P. O. BOX 777
GUADALUPE, CALIFORNIA

2 Mantoni Bros
MENDELSON-ZELLER COMPANY, INC.
450 SANSOME STREET
SAN FRANCISCO, CALIFORNIA 94111

2 MERIT PACKING COMPANY
P. O. BOX 1649
SALINAS, CALIFORNIA 93901

2 MERRILL FARMS
P. O. BOX 659
SALINAS, CALIFORNIA 93901

42 MESA FARMS
P. O. BOX 777
GUADALUPE, CALIFORNIA

MORO COJO RANCH COMPANY
P. O. BOX 1066
CASTROVILLE, CALIFORNIA 95012
J.R. Norton Co.

2 NISHIMURA FARMS
P. O. BOX 125
GUADALUPE, CALIFORNIA

421 Newlove Berry Fms
2 NISH NORIAN Farms
P. O. BOX 730
BLYTHE, CALIFORNIA 92225

421 Ocean Mist Farms
421 OCEANO PACKING COMPANY
P. O. BOX 132
OCEANO, CALIFORNIA

2 Oriaggia, John & Co.
2 OSHITA, INC.
P. O. BOX 5218
SALINAS, CLAIFORNIA 93901

PACIFIC FARM COMPANY
1047 M STREET
FIREBAUGH, CALIFORNIA 93622

421 PACIFIC LETTUCE COMPANY
P. O. BOX 534
SALINAS, CALIFORNIA 93901

2 PM Produce Dist
PACIFIC RANCH COMPANY
P. O. BOX 1066
CASTROVILLE, CALIFORNIA 95012

5421 PALOS VERDES FARMS
P. O. BOX 1248 5=11-282
BLYTHE, CALIFORNIA 92225

2 J. Pepelis Pkg Co.
2 PESCHE-PEZZINI
P. O. BOX 51
CASTROVILLE, CALIFORNIA 95012

41 PHELAN & TAYLOR PRODUCE COMPANY
P. O. BOX 582
OCEANO, CALIFORNIA

2 PISMO-OCEANO VEG. EXCHANGE
P. O. BOX 368
OCEANO, CALIFORNIA

421 POINT SAL FARMING COMPANY
P. O. BOX 906
GUADALUPE, CALIFORNIA

PRYOR FARMS
P. O. BOX 1066
SALINAS, CALIFORNIA 93901

RINCON RANCH
P. O. BOX 1066
CASTROVILLE, CALIFORNIA 95012

421 Rocchi & Casini Co.
421 ROYAL PACKING COMPANY
P. O. BOX 6008
PHOENIX, ARIZONA 85005

421 Romar Carrot Co.
421 S & H PACKING COMPANY
P. O. BOX 1358
BRAWLEY, CALIFORNIA 92227
MAIL TO:
510 EAST OLYMPIC BOULEVARD
LOS ANGELES, CALIFORNIA 90015

421 SAHARA PACKING COMPANY
P. O. BOX 156
BRAWLEY, CALIFORNIA 92227

421 MARIO SAIKHON
P. O. BOX 55
HOLTVILLE, CALIFORNIA 92250

SAKATA RANCHES, INC.
P. O. BOX 55
WATSONVILLE, CALIFORNIA 95076
need cards for 2 ↓

2 SALINAS LETTUCE FARMERS COOP.
P. O. BOX 594 11-206
SALINAS, CALIFORNIA 93901

2 SALINAS MARKETING COOPERATIVE
P. O. BOX 357 11-207
SALINAS, CALIFORNIA 93901

2 RALPH SAMUEL COMPANY
P. O. BOX 525 11-208
SALINAS, CALIFORNIA 93901

421 Santa Maria Q Farms 11-209
1 STONE SARAWATARI
ROUTE 1, BOX 220 11-210
ARROYO GRANDE, CALIFORNIA
Seabre

421 Seabreeze Farms 11-212
2 SEARS-SCHUMAN COMPANY 11-213
P. O. BOX 229
WATSONVILLE, CALIFORNIA 95076

421 SEASON PRODUCE COMPANY, INC. 11-214
P. O. BOX 684
CHULA VISTA, CALIFORNIA 92012
MAIL TO:
1044 SOUTH SAN JULIAN STREET
LOS ANGELES, CALIFORNIA 90015

2 Secondo Farms 11-215
2 SECURITY FARMS
P. O. BOX 818 11-216
GUADALUPE, CALIFORNIA

421 SOUZA & BOSTER FARMS 11-217
P. O. BOX 1446
SANTA MARIA, CALIFORNIA 93454

2 SOUZA BROS. PACKING COMPANY 11-218
P. O. BOX 405
SANTA MARIA, CALIFORNIA 93454

421 CLIFFORD J. SOUZA 11-219
ROUTE 2, BOX 317
SANTA MARIA, CALIFORNIA 93454

421 EARL E. SOUZA 11-220
ROUTE 2, BOX 318
SANTA MARIA, CALIFORNIA 93454

421 HENRY L. SOUZA 11-221
ROUTE 2, BOX 318
SANTA MARIA, CALIFORNIA 93454

2 STEWART PACKING COMPANY
P. O. BOX 2113 11-222
SALINAS, CALIFORNIA 93901

42 Stone Sarawatari
2 JOHN S. TAMAGNI
126 MONTEREY ROAD
SALINAS, CALIFORNIA 93901

421 TANI FARMS 11-226
935 EAST EL CAMINO
SANTA MARIA, CALIFORNIA

2 John S. Tamagni 11-227
2 J. C. TEIXEIRA 11-228
2600 BONITA LATERAL ROAD
SANTA MARIA, CALIFORNIA
~~Tomasello Carrot~~

421 T. O. TOMASELLO COMPANY 11-230
P. O. BOX 328
WATSONVILLE, CALIFORNIA 95076

2 TOMOOKA BROS. 11-231
200 NORTH SUEY ROAD
SANTA MARIA, CALIFORNIA

2 TRI PRODUCE COMPANY
P. O. BOX 35 11-232
FIREBAUGH, CALIFORNIA 93622

2 united R Co 11-235
UNITED PACKING COMPANY
P. O. BOX 546
FRESNO, CALIFORNIA 93709

2 VALLEY GROWERS & PACKERS
P. O. BOX 275 11-236
GUADALUPE, CALIFORNIA

42 1 VEG PAK, INC. 11-238
P. O. BOX 1394
SALINAS, CALIFORNIA 93901

2 VESSEY & COMPANY, INC. 11-239
P. O. BOX 482
EL CENTRO, CALIFORNIA 92243

2 E Vosti & Sons 11-241
JIM WATKINS COMPANY, INC.
P. O. BOX 838
WATSONVILLE, CALIFORNIA 95076

WEST COAST FARMS
P. O. BOX 809
WATSONVILLE, CALIFORNIA 95076

121 WESTERN HARVESTING COMPANY
P. O. BOX 1679 11-243
EL CENTRO, CALIFORNIA 92244

2 WESTERN PRODUCE COMPANY
P. O. BOX 475 11-249
GUADALUPE, CALIFORNIA

2 Western Ranch Co. 11-246

2 J. A. WOOD COMPANY
P. O. BOX 218 11-247
TOLLESON, ARIZONA 85353

2 DAVE WYNNE FARMS 11-250
P. O. BOX 1366
SALINAS, CALIFORNIA 93901

Substituted
Petitioner's Exhibit
No. 11

FOR IDENTIFICATION

IN EVIDENCE

FILED
JAN 14 1980
HARRY M. FREE, County Clerk
DEPUTY

#2351 & 2354
ALRB
vs
Vessey, Maggio & Colacci

1973-1975

FIELD LABOR SUPPLEMENTAL AGREEMENT

To The

WESTERN AGRICULTURAL

MASTER AGREEMENT

AREA'S NEGOTIATING COMMITTEE

AND

WESTERN CONFERENCE OF TEAMSTERS

Affiliated With The

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA

PLAINTIFF S EXHIB.
NO. 3 FOR IDENT.
PATRICIA NOON POWELL, NOTARY PUBLIC
7-21-76 Show Repo

I N D E X

PREAMBLE	PAGE	1	SECTION	I
COVERAGE	"	1	"	II
UNION SECURITY	"	2	"	III
RIGHTS OF MANAGEMENT	"	4	"	IV
NEW OPERATIONS	"	4	"	V
OTHER COVERED EMPLOYEES	"	5	"	VI
NO STRIKE - NO LOCKOUT	"	5	"	VII
GRIEVANCE AND ARBITRATION PROCEDURE	"	6	"	VIII
HEALTH AND SAFETY	"	6	"	IX
SENIORITY	"	7	"	X
CALL TIME PROVISION	"	8	"	XI
HEALTH AND WELFARE	"	9	"	XII
REST PERIODS	"	10	"	XIII
UNION LABEL	"	11	"	XIV
TRAINING PROGRAM	"	11	"	XV
PENSION	"	11	"	XVI
SEPARABILITY	"	12	"	XVII
MAINTENANCE OF STANDARDS	"	12	"	XVIII
VISITATIONS	"	12	"	XIX
DISCRIMINATION	"	13	"	XX
HOURS AND WAGES	"	13	"	XXI
HOLIDAYS	"	13	"	XXII
STATE UNEMPLOYMENT INSURANCE	"	13	"	XXIII
COMMODITY COMMITTEES	"	13	"	XXIV
PAY BOARD APPROVAL	"	14	"	XXV
VACATION	"	14	"	XXVI
TERM OF AGREEMENT	"	14	"	XXVII

FIELD LABOR SUPPLEMENTAL AGREEMENT

TO THE WESTERN AGRICULTURAL MASTER AGREEMENT

This Supplemental Agreement is between the Areas Negotiating Committee acting for and on behalf of those certain Companies named in Appendix A attached hereto, each of which has given its authorization to the Committee to represent them in the negotiation of this Supplemental Agreement, and individual companies who may hereafter become signatory to this Supplemental Agreement, and the Western Conference of Teamsters, International Brotherhood of Teamsters, Chauffeurs and Warehousemen and Helpers of America.

This Supplemental Agreement is part of the Western Agricultural Master Agreement and subject to and controlled thereby.

SECTION I - PREAMBLE

The Company and the Union after negotiating in good faith have come to the following understanding covering wages, hours, conditions of employment, and other benefits for the agricultural employees of the Company. The parties agree that it is their intent and the spirit of this Supplemental Agreement to benefit all phases of agricultural employment, the employees as well as the industry. Both the Company and the Union hereby pledge that they will cooperate with each other in good faith for the best interest of all concerned. The Union agrees to use all proper means to recommend the products of the Company.

SECTION II - COVERAGE

The Company agrees that this Supplemental Agreement covers all field agricultural employees employed by the Company in the 13 Western States working in all row crops. Any employee who at any

time works in row crops shall be considered covered by this Supplemental Agreement.

The term "field agricultural employee" shall not include: supervisors of the Company who have the power to hire, fire or effectively recommend the same including but not limited to that classification generally known as foremen and sub-foremen who may do some covered work in addition to their supervisory duties, office employees, clerical employees, employees covered by another union contract, and the members of immediate families of growers.

The Union may assign this Supplemental Agreement to any of its local unions, upon prior written consent of the Company.

SECTION III - UNION SECURITY

(a) It shall be a condition of employment that all employees of the Company covered by this Supplemental Agreement who are members of the Union in good standing on the effective date of this Supplemental Agreement shall remain members in good standing. Those who are not members on the effective date of this Supplemental Agreement shall, on the tenth (10th) calendar day following the effective date of this Supplemental Agreement, become and thereafter remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Supplemental Agreement and hired on or after its effective date shall, on the tenth (10th) calendar day following the beginning of such employment, become and thereafter remain members in good standing in the Union.

(b) An employee who fails to become a member of the Union or whose membership in the Union is terminated, shall upon written

request by the Union be discharged and shall not be re-employed until the Union notifies the Company in writing of the employees in good standing status.

(c) Within ten (10) days after the start of each month and during the Company's operating season, the Company will, give to the Union a list of all employees and their Social Security Numbers who are at that time covered by this Supplemental Agreement or in the alternative at the start of the season the Company may deliver to the Union a complete list of employees and their Social Security Numbers and monthly thereafter, a list of employees and their Social Security Numbers added to or deleted from the complete list previously delivered to the Union.

(d) Upon written authorization by the employee, the Company shall deduct Union dues and/or initiation fees from the first check of the employee during each month of employment and forward the same to the office of the Union prior to the tenth (10th) day of the succeeding month.

(e) The Company shall notify the Union of the name of persons in the Company for the purpose of administering this Supplemental Agreement.

(f) The provisions of Section III, (a) and (b) of Supplemental Agreement shall have no application to the operations of the Company, if any, in the states of Arizona, Nevada, Utah, and Whyming, and the whole of said Section is hereby deleted for the operations in these states. The Union asserts that these provisions of state law, commonly referred to as "The Right to Work Bill", is unconstitutional and invalid and specifically reserves the right to secure a judicial

determination thereof. Should these laws be repealed or held invalid by the court of last resort, the provisions of (a) and (b) of Section III of this Supplemental Agreement shall thereupon become effective as to operations in these states, except as same may be modified or superseded by any act of Congress.

(g) Should the provisions contained in (a) or (d) above, of this Section III, become unlawful, then the parties agree to modify said provisions so as to provide the maximum union security and check-off allowed by law.

SECTION IV - RIGHTS OF MANAGEMENT

All the functions, rights, powers, and authority which the Company has not specifically modified by this Supplemental Agreement are recognized by the Union as being retained by the Company, including but not limited to the exclusive right to direct the work force, the means and accomplishment of any work, the determination of size of crews or the number of employees and their classifications in any operation, the right to decide the nature of equipment, machinery, methods or process used, introduce new equipment, machinery, method or process, and to change or discontinue existing equipment, machinery, methods or processes.

SECTION V - NEW OPERATIONS

In the event any new or experimental operation, container, or classification shall be installed by the Company, the Company shall have the right to temporarily set the wage scale or working conditions but shall notify the Union of such action and within twenty (20) days thereafter the Union, the Company and a committee consisting of at least four Companies, or representatives thereof, shall agree

upon a wage scale and working conditions. In the event such wage scale and working conditions cannot be agreed upon mutually by the Company, the Union and the Committee of Companies, the same shall be submitted to the grievance and arbitration procedure for determination. Any wages agreed upon shall be effective from the installation of such new or experimental operation, container, or classification.

SECTION VI - OTHER COVERED EMPLOYEES

Any contract labor will be covered by this Supplemental Agreement except when the Company has no direction or control of the operation employing contract labor, except as to Section IX.

SECTION VII - NO STRIKE - NO LOCKOUT

The Union and the Company agree that there shall be no lockout, strikes, slowdowns, job or economic action, or other interference with the conduct of the Company's business during the life of this Supplemental Agreement. The foregoing sentence shall not apply to economic action with respect to a dispute which the Union has with an individual Company regarding employees of said Company not covered by a Supplemental Agreement of the Master Agreement. It is agreed, however, that the Union will not engage in strikes, slowdowns, job or economic action or other interference with the conduct of the Company's business for the purpose of gaining recognition for any Company signatory to this Supplemental Agreement. In the event that the Union has a dispute, organizational problem, or other claim against an individual Company bound by this Supplemental Agreement or with a Company whom the Union is seeking to organize or negotiate a Supplemental Agreement, and when the Union is entitled to or does

strike or use any of the action referred to hereinabove in connection therewith, the Union agrees that any such action shall be directed against that individual Company and not against any other Companies bound by this Supplemental Agreement.

SECTION VIII - GRIEVANCE AND ARBITRATION PROCEDURE

Should any dispute or grievance arise between the Company and the Union as to the terms or interpretation of any provisions of this Supplemental Agreement that cannot be settled amicably between the Business Agent of the Union and the Representative of the Company, the Company shall appoint one representative, the Union shall appoint one representative and the two such appointed representatives shall appoint the third representative, which may be from the Federal Mediation and Conciliation Service. Decision of a majority of the arbitration committee of the three members shall be final and binding upon the parties of this Agreement. Any expense incurred covering the disinterested third party shall be borne equally by the Company and the Union.

ARTILE IX - HEALTH AND SAFETY

The Union and the Company are concerned with the health of the employees and the working conditions provided for such employees. Therefore, the Company expressly agrees to strictly abide by and strictly comply with all applicable federal and state laws, rules and regulations promulgated for the health and safety of employees. Upon notification by the Union of any alleged violation of this Section by any Company signatory to this Supplemental Agreement, the Company involved or its designated representative shall immediately meet with the Union to discuss the matter to mutual resolution of

the alleged violation. This Section shall include but not be limited to the use of machinery, vehicles, and dangerous chemicals and sprays, and any provision for food, drinking water, housing and sanitary facilities.

SECTION X - SENIORITY

In the event an employee works for the Company at least thirty (30) days within the preceding ninety (90) calendar days he shall acquire seniority with the Company retroactive to the original date of hire, and if a reduction in the work force occurs, the reduction in work force shall be based upon dates of hire with the employee last hired to be first laid off; upon recall, the last employee laid off will be the first recalled; provided however, the Company shall have the right to determine any employee's ability to do the work directed by the Company in determining any employees to be laid off and recalled. Such determination by the Company shall not be exercised arbitrarily.

Seniority shall be broken for the following reasons:

1) Voluntarily quitting

2) Discharge for cause

The application of this Section shall be subject to the Grievance and Arbitration Procedure Section of this Supplemental Agreement.

Each ninety (90) days beginning with the date of the execution of this Supplemental Agreement, the Company shall provide the Union with a current seniority list showing the name of each employee, his original date of hire, and his Social Security Number.

Where more than one employee has the same original date of hire, the employee with the lower last four digits in his Social Security

Number shall have the higher seniority.

Seniority as described in this Section is defined as Company seniority, which means length of service with the Company regardless of area of operation or contruction of the work force. It is understood and agreed that work performed in certain commodity groups and/or make up of the work force, it is customary for families and/or certain employees to work together. In applying seniority the Company and the Union agree to interpret this Section as far as possible toward that end. It is not the intent of the Union to disrupt Company's present operation or to prevent the Company from securing labor to meet emergencies which may arise from time to time during the term of this Supplemental Agreement.

Seniority shall not be applied so as to displace (bump) any employee of the Company within a crew, commodity or area, or for transfer purposes if the Company's decision to transfer individual employees or crews is based upon the Company's operating requirements.

SECTION XI - CALL TIME PROVISION

All employees shall report to the place to which they are ordered to report for work at the time specified (call), and they shall be paid from the time they report until released, and shall be paid a minimum of two (2) hours for each call when no work is provided at the hourly guaranteed rate, and a minimum four (4) hours for each call if required to start work. In the event the employees commence work, they shall be paid a sum equal to the regular hourly pay times four (4) or their piece rate earnings, whichever is higher. This call time provision shall not apply where work covered by this

Supplemental Agreement is delayed or cannot be carried out because of rain, frost, government condemnation of crop, machinery breakdown or other causes beyond the control of the Company. Any call may be rescinded by notification to employees before reporting for work.

SECTION XII - HEALTH AND WELFARE

The Company shall provide a health and welfare plan for eligible employees and their families under Western Growers Assurance Trust Plan 10, and the cost of such plan to be borne by the Company.

Payment of premium shall be made by the tenth day of each current month during the period of this Supplemental Agreement, and the first premium shall be paid by February 10, 1973 for work performed in January 1973. An eligible employee is one who has worked eighty (80) hours for the Company in the preceding month. Each Company shall provide to the Union a copy, each month, of a list of eligible employees.

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

No later than the first day of the month following the month in which an employee is laid off, the Company will notify the Union whether or not such employee is an eligible employee. At the time

that the employee is given his last pay check or within 48 hours thereafter such notice shall be given to the employee. In the event that the Company fails to give such notice to the employee then the Company shall be obligated to pay the insurance premium on behalf of that employee for the month for which such notice is not given. Deposit of such notice in the U.S. mail postage prepaid properly addressed shall constitute such notice. Personal service of such notice on the employee and Union shall meet the requirements of this section. The last address given by the employee may be used by the Company for the purpose of such notice.

At the time each month that the Administrator of the Western Growers Assurance Trust submits the list of eligible employees and premium payments on behalf of the Companies signatory to this Supplemental Agreement, it shall send to the Union a copy of said list. At such time as the insurance company underwriting said insurance pays a claim on behalf of an employee, it shall give the Union notice thereof.

SECTION XIII - 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 10 minutes per four (4) hours work. A rest period shall not be required for work shifts less than 3-1/2 hours. Rest period time shall be counted as hours worked.

SECTION XIV - UNION LABEL

The Company is herewith accorded permission to display the appropriate Teamster Union Label on all items of service or production produced by employees under the terms of this

Supplemental Agreement. The execution of this Supplemental Agreement by the Union shall be deemed to be the written consent required by any applicable state or federal law.

Title to the Union Label shall remain in the Union and the International Brotherhood of Teamsters and shall be subject to revocation by them, upon reasonable notice, in their sole discretion. In the event that the Union or the International Brotherhood of Teamsters demands the return of such label, the Company agrees that the same shall be returned forthwith, or agrees that in the event any such label cannot be so returned, then on demand by the Union or the International Brotherhood of Teamsters, such label shall be completely obliterated.

SECTION XV - TRAINING PROGRAM

Because of the changing nature of agricultural employment and the skills which will be needed of agricultural employees in the future, the Company and the Union agree to cooperate with and promote training programs for farm workers whether such programs are originated through the Union, Company, or federal, state or local authorities. In addition, the Company and the Union will seek to encourage the establishment of such training programs.

SECTION XVI - PENSION

Each Company shall contribute to the Western Conference of Teamsters Negotiated Pension Trust Fund five (5) cents per hour for each and every hour worked or paid for for each employee covered by this Supplemental Agreement commencing January 1, 1973. The parties agree to accept the provisions, rules and regulations of aforementioned Trust Fund as established by the Trustees of such Trust Fund.

Commencing October 1, 1973, each Company's contribution shall be increased to ten(10) cents per hour for each and every hour worked or paid for for each employee covered by this Supplemental Agreement, and such rate shall remain in effect for the remainder of the term of this Supplemental Agreement.

SECTION XVII - SEPARABILITY

The provisions of this Supplemental Agreement are subject to limitations of any applicable State or Federal Law; and in the event any portion of such law effects the validity of any portion hereof, that portion of this Supplemental Agreement shall no longer be applicable or legal in accordance to such laws, but such laws will not terminate, invalidate or effect the remainder of this Supplemental Agreement.

SECTION XVIII - MAINTENANCE OF STANDARDS

The sum of wages and benefits that the employees are presently receiving at the time of execution of this Supplemental Agreement shall not be reduced. This Supplemental Agreement at a minimum would provide increased benefits for all employees. In the event of a dispute between the Company and an employee under this Section, such dispute shall be resolved by the Grievance and Arbitration Procedure provided herein.

SECTION XIX - VISITATIONS

Authorized agents of the Union shall have the right to visit properties of the Company at all reasonable times and places, to conduct ligitimate Union business; however, he shall not unduly interrupt operations.

The Union shall notify the Company of names of all its

authorized agents.

SECTION XX - DISCRIMINATION

There shall be no discrimination in hiring or in conditions of employment based upon race, religion, color, age, sex, creed or national origin. The Company agrees that this obligation includes, but is not limited to the following: hiring, placement, upgrading, transfer, or demotion, recruitment, advertising, or solicitation for employment, treatment during employment.

SECTION XXI - HOURS AND WAGES

All time worked on contractural holidays shall be paid for at the rate of one and one half times the straight time hourly rate of pay for the work performed. Additional provisions under this Section may be treated in addenda hereto. Wages shall be set forth in the addenda attached hereto.

SECTION XXII - HOLIDAYS

The following shall be observed as holidays: Christmas Day, New Year's Day, Thanksgiving Day and Labor Day.

SECTION XXIII - STATE UNEMPLOYMENT INSURANCE

The Company agrees to bring all employees covered by this Supplemental Agreement under the State Unemployment Insurance Act, and in accordance with its procedures to assume and to pay the level of employer payroll taxes required for coverage.

SECTION XXIV - COMMODITY COMMITTEES

Upon execution of this Supplemental Agreement, the Company agrees to meet with the Union to establish standard wages, hours and conditions other than herein set forth if applicable, and such agreement shall be reached within sixty (60) days of the execution

of this Supplemental Agreement.

SECTION XXV - PAY BOARD APPROVAL

If any provision or any portion of any provision of this Supplemental Agreement is in violation of the Federal Economic Stabilization Program or the Pay Board's Regulations it is agreed that Pay Board approval will be obtained by the Union prior to the time that such provision or portion of such provision is put into force and effect. The Areas Nogotiating Committee agrees to cooperate with the Union in obtaining such approval.

SECTION XXVI - VACATION

An employee who has completed 1500 hours of work during a year (commencing with the date of original employment by the Company) shall receive a paid vacation amounting to two percent (2%) of the employee's gross Company earnings in the said 12 month period.

After an employee has worked 5 years for the Company, and in each of those years he has qualified for a vacation, then he shall be entitled to a paid vacation amounting to three percent (3%) of the employee's gross company earnings in the preceding 12 month period.

Vacations shall be taken at such time as will cause the least inconvenience to the Company.

SECTION XXVII - TERM OF AGREEMENT

This Supplemental Agreement shall be in full force and effect from January 1, 1973, and shall continue in full force and effect through July 15, 1975. This Supplemental Agreement shall automatically renew itself from year to year from the expiration date hereof unless either of the parties shall give notice in writing

to the other party sixty (60) days prior to the expiration, requesting negotiatings for a new Supplemental Agreement or modification hereof.

Dated this 6th day of January, 1973.

Areas Negotiating Committee

Union

Western Conference of Teamsters

Approved by Western Conference of Teamsters, Committee on Agricultural Workers

Non-certified Employees

RESOLUTION OF REOPENER ON WAGES + D'Arrigo signed this as well.

To the "Parties" Agreement between Local Area Negotiating Committee Salinas-Watsonville Area for and on behalf of the Companies listed on Appendix "A" and the Western Conference of Teamsters dated the 29th day of July, 1975.

WHEREAS, ARTICLE XLIII - REOPENER of the above Agreement expressly provides and requires the parties to resolve modifications in Wages under said Agreement;

WHEREAS, timely notice was served by the Union to implement the Reopener; and

WHEREAS, the parties have reached agreement on all economic adjustment in full resolution and satisfaction of all such demands for wage adjustments under said Agreement;

THEREFORE, the wage adjustment agreed upon are as follows:

1. HOURLY RATES AND PIECE RATES are attached hereto and incorporated herein as though set forth in full.

2. ARTICLE XXXIII - HOLIDAYS shall provide New Year's Day and Thanksgiving Day are paid holidays, effective 1977. Holidays worked shall be paid for at one and one-half (1-1/2) times the straight time hourly rate or piece rate average hourly earnings for all hours worked, within the commodity.

3. 24-HOUR SHIFT IRRIGATORS - The Article is deleted in its entirety.

4. Windrower is deleted from Addendum C. Employees, when classified as such by the Company shall receive the basic hourly rate for hourly employees. Despite deletion of job classification, job duties presently performed by members of crews will continue.

5. ADDENDUM A - NIGHT SHIFT DIFFERENTIAL - An employee on any shift who performs at least fifty percent (50%) of his work between the hours of 6:00 p.m. and 6:00 a.m. shall receive a premium of twenty-one cents ($.21¢) per hour for all hours worked for such shift.

6. ARTICLE XXXIV - OVERTIME - All work performed by employees other than tractor drivers and irrigators on Sundays, an in excess of nine (9) hours per day, except for those Companies that primarily engage in the production of artichokes, then for all hours in excess of ten (10) hours per day, shall be compensated for at the overtime rate of one and one-half (1-1/2) times the employees regular hourly or piece-rate of pay, exclusive of all travel time and premiums.

All work performed by tractor drivers and irrigators on their seventh (7th) consecutive day and in excess of ten (10) hours per day shall be compensated for at the overtime rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay, exclusive of all travel time and premiums, or premiums for Holiday, or Sunday work, or other premiums; in any event, only the greater of any such premium shall apply.

In computing overtime premium on a piece rate basis, the number of cartons subject to overtime shall be determined by averaging the cartons for the total hours worked by the crew that day.

7. ARTICLE XXXV - FUNERAL LEAVE - In event of a death in the immediate family, (father, mother, wife, husband, son or daughter) a seniority employee in the active employment of the

Company shall be entitled to three (3) days off with pay for each day of leave at the regular hourly rate or average straight time hourly piece rate earnings for the preceding payroll period with a maximum of eight (8) hours per day. No extra pay allowance will be made for multiple or simultaneous deaths occurring within such three (3) day period. A leave of absence without pay shall be granted, upon request, for additional time as the employees requires, pursuant to Article IX, Leave of Absence.

A death certificate or other evidence of death may be required by the Company.

To be eligible for such paid funeral leave, such employee must have worked for the Company on five (5) days, including days off on excused absences, during the two (2) weeks preceding the week of the funeral.

8. ARTICLE X - CALL TIME - All employees shall report to the place to which they are ordered to report for work at the time specified. They shall be paid from the time they report until released and shall be paid a minimum of four (4) hours for each call when no work is provided, at the worker's hourly rate of pay, or the worker's average hourly piece rate earnings based on the preceding payroll week for piece rate workers. In the event the employees commence work, they shall be paid a minimum of four (4) hours. Hourly employees shall be paid the hourly rate or piece-rate employees shall be paid four (4) times that day's average piece-rate earnings per hour. This call time provision shall not apply where work covered by this Agreement is delayed

or cannot be carried out because of rain, frost, government condemnation of crop, machinery breakdown, or other causes beyond the control of the Company. Any call may be rescinded by notification to employees before reporting to work.

9. ARTICLE XI - REST PERIODS - Rest periods shall be taken, insofar as practical, in the middle of each work period. Rest period time shall be based on the total hours worked daily, at the rate of fifteen (15) minutes per four (4) hours work or major fraction thereof. A rest period shall not be required for employees whose total daily work time is less than three and a-half (3-1/2) hours. Rest period time shall be counted as hours worked.

10. ARTICLE XXXVI - JURY DUTY AND WITNESS PAY - When an employee is first notified of a call for jury duty, he shall immediately inform the Company in writing of such notification. If a seniority employee serves on a jury or is subpoenaed as a witness by the Company in a civil court proceeding in the country in any such legal proceeding not between the parties, he shall be paid the difference between eight (8) hours straight time hourly rate of pay, or if a piece rate worker, the average hourly straight time piece rate earnings he would have earned (maximum of eight (8) hours per day), and the payment made to such employees as a juror for those days on which the employee would have worked for a maximum of thirty (30) days in any two (2) year period.

To receive pay under this provision, the worker must provide the Company with a copy or notice summoning him to appear

and if so requested, documentary evidence of the amount of fees received for performing such service.

11. ARTICLE XXIX - HEALTH AND WELFARE

A. Existing plan or equivalent benefits to those provided under that plan to be maintained by Company through and including October 31, 1976. Existing requirements of ARTICLE XXIX - HEALTH AND WELFARE in its entirety cease to be effective November 1, 1976, or on the date the Trust is established under paragraph B.

B. The Union will establish a Labor-Management Trust Fund (complying with the requirements of Section 302 of the National Labor Relations Act as amended (as to form), ERISA and California Law) to receive Employer contributions for Health and Welfare for such period of time no longer than the Union is the lawful collective bargaining agent for the employees. The eligibility requirements for covered employees will be the same as the California Agriculture Master Agreement. Trustees will determine benefits to be provided. The Union agrees that the Employer's sole liability is to make required contributions to the Trust when it is established on or after November 1, 1976. Contribution rate to Trust will be twenty cents (20¢) per compensable hour per covered employee. All monies paid into the Trust are for the exclusive benefit of the employees and no such monies shall be paid or provided to either the Employer or the Union during the term of the Trust or upon its dissolution. The exact language of the Trust documents to be agreed to by counsel for the parties.

12. ARTICLE XXXIX - PROTECTIVE CLOTHING - The Company shall furnish legally required safety equipment, protective clothing (including rain coats, rain boots, rain pants and rain hats) when required to perform the work, and gloves and knives for harvest crews as requested and necessary. Exchanges shall be made at no cost to the employees subject to the provisions of this paragraph. The employee shall be responsible for items provided prior to receiving his last check or an exchange, such items to be returned in good condition, reasonable wear and tear incurred at work excepted. Workers shall be charged actual cost for such equipment or protective clothing not returned or exchanged.

13. Except as expressly modified by this resolution of the wage reopener previously served, the basis Agreement continues in effect as previously negotiated.

14. The effectiveness of this Resolution of Reopener on Wages is specifically and expressly conditioned upon its lawfulness under California law. In the event any portion of the law effects the validity of any portion hereof, that portion of this Agreement shall not be effective, but such law shall not effect the Agreement to which this Resolution of Reopener on Wages applies, nor shall it terminate or affect the remainder of this Resolution of Reopener on Wages.

15. ARTICLE XLIII - REOPENER is deleted in its entirety.

WESTERN CONFERENCE OF TEAMSTERS

BY: James L. Roybal

DATED: Sept 8, 1976

BY: Area Negotiating Committee

DATED: 9/15/76

RESOLUTION OF REOPENER ON WAGES

RATES OF PAY

Reference	Classification	Effective Dates 7/16/76	7/16/77
Add. A	Tractor Operator I	$4.225	$4.375
	Tractor Operator II	$4.115	$4.265
	Tractor Operator III	$3.865	$4.015
	Water Truck Driver - Hourly	$4.115	$4.265
	Bus Driver - Hourly	$4.225	$4.375
Add. B.	General Field, Harvesting, Pre-Harvest, Thinning, Hoeing and Irrigation	$3.40	$3.55
Add. C	Lettuce Harvest - Machine Wrap Pack - Hourly Rates:		
	- Cutter - Wrapper - Pickup	$3.48	$3.63
	- Packers	3.62	3.77
	- Closer/Gluer	3.785	3.935
	- Loader	3.785	3.935
	Lettuce Harvest - Machine Wrap Pack - Piece Rates:		
	- Total to Crew (without Loaders		
	- Total to Loaders		
	- Total to Crew + Loaders	$ .733	$ .7555
	Lettuce Harvest - Conventional Trio Ground Quality Pack Piece Rate	$ .525	$ .5475

(1)

	Effective Dates	
	7/16/76	7/16/77
Lettuce Harvest Premium Pack Above the Standard Conventional Quality Pack	$ .555	$ .5775

The Company and the Union hereby agree to draft language definitions to establish the difference between the Conventional Trio Ground Quality Pack piece-rate and the Premium Pack above the Standard Quality Pack piece-rate. The purpose being to establish guide lines for both the Union and the Company in determining what qualify's employees to be entitled to the premium pack rate of pay.

If after thirty (30) days from the signing of this agreement either side is unable to reach agreement then either party may proceed to Article XXVII - Step III of the Grievance Procedure of the Parties Collective Bargaining Agreement.

Naked Pack Gluer - Hourly	$3.40	$3.55
Naked Pack Water Person - Piece Rate	$ .0178	$ .0185

Effective July 16, 1976, all hourly contract rates increase $.45¢ per hour. Effective July 16, 1977, all hourly rates increase $ .15¢ per hour.

Effective July 16, 1976, contractual piece-rates for all commodities not listed shall be increased 11.7%.

Effective July 16, 1977, contractual piece-rates for all commodities not listed shall be increased 4.3%.

WESTERN CONFERENCE OF TEAMSTERS

BY: Jacinto Ray Mendoza

DATED: Sept 8, 1976

area Negotiating Committee

BY: RJ Houston

DATED: 9/15/76

PIECE RATE ADDENDA

COMMODITY	EFFECTIVE DATE 7/16/76	EFFECTIVE DATE 7/16/77
Broccoli	$5.55 Base - Others +11.7%	$5.79 Base - Others +4.3%
Celery	.7897	.8236
Green Onion Field Pak	.3016	.3145
Rappini	$1.85	$1.93
Mixed Lettuce -Per Carton -Including- Green Leaf Red Leaf Butter Romaine	.405	.410

WESTERN CONFERENCE OF TEAMSTERS

BY: James L. Roy Mendoza

DATED: Sept 8, 1976

Area Negotiating Committee

BY: R.V. Thornton

DATED: 9/15/76

APPENDIX A

Arrow Lettuce Co.
Jack T. Baillie Co, Inc.
Ed Borchard & Sons
Louis Delfino Co.
DeSante Farms
Mel Finerman Co., Inc.
The Garin Company
Giannini & Del Chiaro
Growers Exchange, Inc.
Hibino Farms
Inland Ranch
Let-Us-Pak
Norman Martella Farms
Merit Packing Co.
Merrill Farms
Oreggia Farms
Oshita, Inc.
Pesce-Pezzini Ranch
Pryor Farms
Royal Packing Co.
Salinas Lettuce Farmers Coop.
Sea Mist Farms
John Tamagni & Sons
United Ranch
Valley Farms
Western Ranch
Dave Wynne Farms
Secondo Farms

LOCAL AREA NEGOTIATING COMMITTEE
SALINAS-WATSONVILLE AREA

WESTERN CONFERENCE OF TEAMSTERS

RESOLUTION OF REOPENER ON WAGES

Contract hourly rates and piece rates set forth herein shall apply in Arizona; provided at such time or times as the Western Conference of Teamsters or affiliated Local Union negotiates a contract (or resolution of wage reopener) in Arizona which establishes lesser hourly or piece rates for any classification of work as covered by this Agreement then, the Company shall be entitled to, at its option, to adopt such rate or rates which after adoption hereafter govern for such work in Arizona under this Agreement for the balance of this term.

The "most favorite nations" provision of this paragraph shall not apply to hourly rates or piece rates of harvest of lettuce or rappini.

WESTERN CONFERENCE OF TEAMSTERS

BY: Jacinto Roy Mendoza

DATED: Sept 8, 1976

Area Negotiating Committee

BY: RVJ Hamilton

DATED: 9/15/76

LETTER OF UNDERSTANDING

The Company and the Union hereby agree to incorporate and define the Ranch maintenance shop service personnel job classification and rates issued by arbitrator William Levin, November 17, 1975.

WESTERN CONFERENCE OF TEAMSTERS

BY: Jaime Roy Mendoza

DATED: Sept 8, 1976

Area Negotiating Committee

BY: R J Hamilton

DATED: 9/15/76

ADDENDUM TO APPENDIX A

To be signed by any company who becomes a party to this Supplemental Agreement subsequent to January 6, 1973, and not listed in Appendix A.

FOR THE COMPANY:

Company _____

By _____

Title _____

FOR THE UNION: WESTERN CONFERENCE OF TEAMSTERS

By _____

Title _____

THIS AGREEMENT EXECUTED BETWEEN THE PARTIES AS AN ADDENDUM TO APPENDIX A IS EFFECTIVE (DATE) _____

WAGE ADDENDA

FOR

COMMODITIES

TO

1973-1975

FIELD LABOR

SUPPLEMENTAL AGREEMENT

ADDENDUM A

	Effective Dates		
	1-8-73	7-16-73	7-16-73

TRACTOR OPERATORS

The minimum hourly rate of pay for Tractor Operators shall be as follows:

CLASS I - Operator who performs listing, precision planting and precision application of agricultural chemical. Operator shall receive Class I rate of pay as his regular rate of pay including all times worked at job classifications of a lesser rate of pay.

3.05 3.20 3.36

CLASS II -Operator who performs work other than that listed under Class I operator shall receive Class II rate of pay as his regular rate of pay including all time worked at job classifications of a lesser rate of pay. Where a Class II operator performs any of the duties listed under Class I, he shall receive the Class I wage rate as his regular rate of pay.

2.95 3.10 3.25

CLASS III-Tractor Operator who is a trainee for a period not to exceed 30 days for Class I or Class II Tractor Operator, and who has not previously performed work in either Class I or Class II. Consent of the Union shall be required to employ an employee as a Class III Tractor Operator, however, such Union consent shall not be withheld arbitrarily.

2.70 2.85 3.00

ADDENDUM B

	Effective Dates		
	1-8-73	7-16-73	7-16-74
GENERAL FIELD, HARVESTING, PRE-HARVEST, THINNING, HOEING AND IRRIGATING			
The minimum hourly rate of pay shall be as follows:	2.30	2.415	2.535

Piece rates for thinning and hoeing, where this method of wage payment is established, shall be negotiated in a separate addendum.

ADDENDUM C

	Effective Dates		
	1-8-73	7-16-73	7-16-74
LETTUCE HARVEST - MACHINE WRAP PACK			
Cutter-wrapper-pick up	2.38	2.49	2.615
Packers	2.50	2.625	2.755
Gluers	2.55	2.68	2.84
Closer	2.65	2.75	2.92
Loader	2.65	2.75	2.92
LETTUCE HARVEST - MACHINE NAKED PACK AND CONVENTIONAL TRIO GROUND PACK OPERATIONS	42.5 cents	43 cents	44 cents

The piece rates shall be divided among the crew in accordance with their present practice unless otherwise agreed to between members of the crew and the Company. The crew consists of cutters, trimmers, pick-up, packers, closers, loaders, set-off and windrowers.

LETTUCE HARVEST - NAKED PACK ON PACKING HUMP (QUALITY PACK)	44.5 cents	45 cents	46 cents

The piece rates shall be divided among the crew in accordance with their present practice unless otherwise agreed to between members of the crew and the company. The crew consists of cutters, trimmers, packers, closers, loaders and windrowers.

Note: The practices presently in effect pertaining to separate compensation for loaders, shall continue and the piece rate set forth herein above shall be adjusted accordingly.

All catagories of lettuce shall be paid an additional 5 cents per carton for 2 1/2 dozen sized cartons over the above rates.

ADDENDUM D

	Effective Dates		
	1-8-73	7-16-73	7-16-74

ARTICHOKES - FIELD HARVEST

The minimum hourly rates of pay for the combination job of picking, irrigating, stumping, hoeing, replanting, slug baiting, and mouse baiting shall be as follows:

$2.30	$2.415	$2.535

TRAILER PULLER - FULL TIME

A full time trailer puller is an employee who spends 25% or more of his time on a daily basis pulling trailers; his hourly pay shall be as follows for all hours worked that day:

$2.60	$2.70	$2.80

TRAILER PULLER - PART TIME

A part time trailer puller is an employee who spends less than 25% of his time pulling trailers on a daily basis. This rate of pay shall be as follows for all hours worked that day:

$2.45	$2.565	$2.685

PROTECTIVE CLOTHING

The Company shall furnish protective clothing, such as rain coats, rain hats, rain pants and rain boots when required, including replacement thereof at no cost to the employee. The employee shall be responsible for protective clothing issued to him and shall be required to return said clothing prior to receiving his last check. Protective clothing shall be returned to the Company upon termination of employment, in good condition, reasonable wear and tear excepted.

14C

EFFECTIVE DATES

	1-8-73	7-16-73	7-16-74
BROCCOLI HARVEST			
Container Method of Payment.			
The piece rate to be paid shall be as follows:			
Less than one (1) bin per acre (One cutting)	$11.52	$11.75	$11.98
Less than two (2) bins per acre (One Cutting)	$ 8.06	$ 8.22	$ 8.38
Less than three (3) bins per acre (One Cutting)	$ 5.85	$ 5.97	$ 6.09
Less than four (4) bins per acre (One Cutting)	$ 5.18	$ 5.28	$ 5.39
Four (4) or more bins per acre (One Cutting)	$ 4.60	$ 4.69	$ 4.78

The crew consists of cutters who cut, strip and load in 4 x 4 bins. Where different capacity containers are used, rates shall be adjusted proportionately. The piece rate shall be divided among the crew in accordance with their present practice unless otherwise agreed to between members of the crews and the Company.

BROCCOLI HARVEST

Weight Method of Payment.

The piece rate to be paid shall be as follows:

Fresh Pack Per Packed out Pound	1.20¢	1.225¢	1.25¢
Frozen Pack Per Packed out Pound	1.465¢	1.49¢	1.52¢

The crew consists of cutters who cut, strip and load in baskets. The piece rate shall be divided among the crew in accordance with their present practice unless otherwise agreed to between members of the crews and the Company.

PREMIUM FOR BASKETS

A premium of $1.50 per bin will be paid broccoli harvest workers when required to use baskets because of: machine breakdown lasting in excess of one-half (1/2) hour, or wet or muddy fields preventing the use of machines.

ADDENDUM E (Continued)

Premium pay will be paid for the actual quantity of broccoli harvested wh baskets are in use. The Company retains the prerogative of determining when machines will be used.

This premium rate does not apply to the use of baskets for such reasons as:

Equipment Moves
Harvesting Short Rows
Topping Fields or Harvesting Small Fields when it is advantageous to the workers to use baskets.

TRAILER PULLERS

The applicability of Trailer Pullers classifications full time and part time, to broccoli shall be negotiated at a later time.

PROTECTIVE CLOTHING

The Company shall furnish protective clothing, such as rain coats, rain hats, rain pants and rain boots when required, including replacement thereof at no cost to the employee. The employee shall be responsible for protective clothing issued to him and shall be required to return said clothing prior to receiving his last check. Protective clothing shall be returned to the Company upon termination of employment, in good condition, reasonable wear and tear excepted.

ADDENDUM F

	Effective Dates		
	1-8-73	7-16-73	7-16-74
CAULIFLOWER - Field Harvest			
The crew consists of cutters, cutting and loading in trailers or baskets.			
The minimum hourly rate of pay for cutters shall be as follows:	$2.30	$2.415	$2.535
TIEING (Per 100 Feet)	.45	.455	.465

Previous Company practices with regard to piece rate or hourly method of wage payment on tieing shall continue unless changed by mutual agreement of the Company and the Union.

TRAILER PULLER - FULL TIME

A full time trailer puller is an employee who spends 25% or more of his time on a daily basis pulling trailers, his hourly pay shall be as follows for all hours worked that day:

$2.60	$2.70	$2.80

TRAILER PULLER - PART TIME

A part time trailer puller is an employee who spends less than 25% of his time pulling trailers on a daily basis. This rate of pay shall be as follows for all hours worked that day:

$2.45	$2.565	$2.685

PROTECTIVE CLOTHING

The Company shall furnish protective clothing, such as rain coats, rain hats, rain pants and rain boots when required, including replacement thereof at no cost to the employee. The employee shall be responsible for protective clothing issued to him and shall be required to return said clothing prior to receiving his last check. Protective clothing shall be returned to the Company upon termination of employment, in good condition, reasonable wear and tear excepted.

	Effective Dates		
	1-8-73	7-16-73	7-16-74

CELERY HARVEST - Conventional Ground Pack Operation

The piece rate to be paid per crate shall be as follows:

.66¢ .67¢ .68¢

The crew consists of cutters, trimmers, container spreader and assembler loaders and windrowers, packers and closers. The job container assembler may be rotated upon agreement of the crew. The piece rates shall be divided among the crew in accordance with their present practice unless otherwise agreed to between members of the crews and the Company. Piece rates are based on sturdy or wirebound crates. Where different capacity containers are used, rates shall be adjusted proportionately.

Where celery is sleeved, the following rates in addition to the above rate shall be paid:

.26¢ .28¢ .30¢

Celery Hearts: Two celery heart bulk crates shall be paid at the same rate of pay as one sturdy or wirebound crate.

CELERY HARVEST - For Shed Pack

The piece rate to be paid per crate shall be as follows:

Cutters - single cut	.1225¢	.1275¢	.1325¢
Cutters - double cut	.1325¢	.1375¢	.1425¢

Cutters cut celery and place on conveyor belt or Mechanical loader to dump into bin.

Piece rates are paid based on shed pack out and are based on sturdy or wirebound crates. Where different capacity containers are used, rates sh be adjusted proportionately. The piece rate shall be divided among the crew in accordance with their present practice unless otherwise agreed to between members of the crews and the Company.

CELERY HARVEST - For Shed Pack

The piece rate to be paid, where mechanical cutter and topper is used ahe of hand cutters, shall be as follows:

Cutting and Loading (Cut off roots and Load-no stripping)	.21¢	.215¢	.22¢

14 H

	Effective Dates		
	1-8-73	7-16-73	7-16-74

Piece rates are paid based on shed pack out and are based on sturdy or wirebound crates. Where different capacity containers are used rates shall be adjusted proportionately. The piece rate shall be divided among the crew in accordance with their present practice unless otherwise agreed to between members of the crews and the Company.

CELERY TRANSPLANTING - Per Flat

.25¢	.2575¢	.265¢

TRAILER PULLERS

The applicability of Trailer Pullers classifications full time and part time, to celery shall be negotiated at a later time.

PROTECTIVE CLOTHING

The Company shall furnish protective clothing such as rain coats, rain hats, rain pants and rain boots when required, including replacement thereof at no cost to the employee. The employee shall be responsible for protective clothing issued to him and shall be required to return said clothing prior to receiving his last check. Protective clothing shall be returned to the Company upon termination of employment, in good condition, reasonable wear and tear excepted.

ADDENDUM H

	Effective Dates		
	1-3-73	7-16-73	7-16-74

ASPARAGUS HARVEST - Fresh Green - Shed Pack
Salinas & Imperial Areas

The crew consists of cutting and sledding operation in the Salinas area and cutting and box carrying operation in Imperial area.

The minimum hourly rate of pay where crew is paid on hourly basis pay, shall be as follows:

	$2.30	$2.415	$2.535

The piece rate to be paid per packed out pyramid crate shall be as follows:

Salinas Area:	$1.80	$1.82	$1.86

Imperial Area:

Production Per Acre	Rate Per Packed Out Crate		
2.0 to 2.5 Field Lugs	$2.75	$2.78	$2.84
2.6 to 3.0 Field Lugs	$2.65	$2.68	$2.74
3.1 to 4.0 Field Lugs	$2.60	$2.63	$2.69
4.1 or more Field Lugs	$2.50	$2.53	$2.59

Piece rates are paid based on shed pack out and are based on standard pyramid crates. Where different capacity containers are used, rates sh be adjusted proportionately. The piece rate shall be divided among the crew in accordance with their present practice unless otherwise agreed to between members of the crews and the Company.

ASPARAGUS HARVEST - Processor
Salinas & Imperial Areas

The crew consists of cutting and sledding operation in the Salinas area and cutting and box carrying operation in Imperial area.

The minimum hourly rate of pay, where crew is paid on hourly basis, shall be as follows:

	$2.30	$2.415	$2.535

The piece rate to be paid shall be as follows:

Salinas Area:	$7.36	$7.43	$7.53

--PER 100 POUNDS--

HJ

	Effective Dates		
	1-3-73	7-16-73	7-16-74

The Salinas area piece rate shall be based on a 7 inch processing cut. Any variance from the 7 inch processing cut shall be adjusted accordingly. Piece rate method of payment shall continue to be paid in accordance with the present practice as established by the Company. The piece rate shall be divided among the crew in accordance with their present practice unless otherwise agreed to between members of the crews and the Company.

Imperial Area:	$7.60	$7.70	$7.90
		--PER 100 POUNDS--	

The Imperial area piece rate shall be based on a 10 inch processing cut. Any variance from the 10 inch processing cut shall be adjusted accordingly. Piece rate method of payment shall continue to be paid in accordance with the present practice as established by the Company. The piece rate shall be divided among the crew in accordance with their present practice unless otherwise agreed to between members of the crews and the Company.

The above piece rates and wage rates classifications shall apply only to the Imperial area and the Salinas area. The harvesting of asparagus in all other areas covered by this Supplemental Agreement shall be negotiated in a separate addendum when Companies operating in those areas are brought under this Supplemental Agreement.

PROTECTIVE CLOTHING

The Company shall furnish protective clothing such as rain coats, rain hats, rain pants and rain boots when required, including replacement thereof at no cost to the employee. The employee shall be responsible for protective clothing issued to him and shall be required to return said clothing prior to receiving his last check. Protective clothing shall be returned to the Company upon termination of employment, in good condition, reasonable wear and tear excepted.

ADDENDUM I

	EFFECTIVE DATES		
	1-8-73	7-16-73	7-16-74

CABBAGE HARVEST

The minimum hourly rate of pay where crew is paid on hourly basis pay shall be as follows:

	$2.30	$2.415	$2.535

CABBAGE HARVEST

The piece rate to be paid shall be as follows:

Standard Carton: Per Container	.425	.43	.44
Small Wirebound Crate (Equivalent to Standard Carton) Per Container	.485	.49	.50
W.G.A. Crate & Large Wirebound Crate Per Container	.545	.55	.56

Crew consists of cutters, trimmers, packers, closers and loaders. The piece rates shall be divided among the crew in accordance with their present practice unless otherwise agreed to between members of the crew and Company. Where different capacity containers are used, other than those listed, rates shall be adjusted proportionately.

CABBAGE HARVEST - Naked Pack on Packing Hump (Quality Pack)

The piece rate to be paid shall be as follows:

Per Carton:	.445	.45	.46

An additional $.02 per carton shall be paid per carton, in addition to the above piece rate, where the crew is required to fold pre-glued cartons. The crew consists of cutters, trimmers, packers, closers, loaders and windrowers. The piece rates shall be divided among the crew in accordance with their present practice unless otherwise agreed to between members of the crew and the Company.

NOTE: The practices presently in effect pertaining to separate compensation for loaders, shall continue and the piece rate set forth hereabove shall be adjusted accordingly.

14 L

PROTECTIVE CLOTHING

The Company shall furnish protective clothing, such as rain coats, rain hats, rain pants and rain boots when required, including replacement thereof at no cost to the employee. The employee shall be responsible for protective clothing issued to him and shall be required to return said clothing prior to receiving his last check. Protective clothing shall be returned to the Company upon termination of employment, in good condition, reasonable wear and tear excepted.

	Effective Dates		
	1-8-73	7-16-73	7-16-74

ROMAINE

The minimum hourly rate of pay where crew is paid on hourly basis pay shall be as follows:

	$2.30	$2.415	$2.535

ROMAINE HARVEST

The piece rate to be paid shall be as follows:

Standard Carton And Unlidded W.G.A.-Crate, Per Container	.35	.36	.37
W.G.A. Crate-Lidded Per Container	.42	.43	.44

The crew consists of cutters, trimmers, packers, closers and loaders. The piece rates shall be divided among the crew in accordance with th present practice unless otherwise agreed to between members of the crew and Company. Where different capacity containers are used, othe than those listed above, rates shall be adjusted proportionately.

NOTE: The practices presently in effect pertaining to separate compensation for loaders, shall continue and the piece rate set forth herein above shall be adjusted accordingly.

Those companies which have previously paid romaine harvest crews the same piece rates as lettuce harvest--conventional trio ground pack operation crews--shall continue to do so, for packing a standard cart When packing a W.G.A. crate, lidded, these same companies shall pay a additional $.07 per container, above the lettuce harvest--conventiona trio ground pack operation piece rate.

PROTECTIVE CLOTHING

The Company shall furnish protective clothing, such as rain coats, ra rain pants and rain boats when required, including replacement thereo at no cost to the employee. The employee shall be responsible for pr tective clothing issued to him and shall be required to return said clothing prior to receiving his last check. Protective clothing shal be returned to the Company upon termination of employment, in good condition, reasonable wear and tear excepted.

ADDENDUM K

	Effective Dates		
	1-3-73	7-16-73	7-16-74
CARROTS			
The minimum hourly rate of pay where crew is paid on hourly basis pay shall be as follows:	$2.30	$2.415	$2.535
CARROT HARVEST			
Topped Carrots-Per Hour Topping Machine Operation	$2.95	$3.10	$3.25
Three Man Crew: Tractor Driver, Machine Opr., Trailer Puller			
Bunched Carrots: Tractor Driver (Soil Loosener)	$2.95	$3.10	$3.25
Bunchers (Per tied dozen)	.21	.215	.22
Loaders (Per Packed Carton) Rate Per Crew	.042	.043	.044

The piece rates shall be divided among the crew in accordance with their present practice unless otherwise agreed to between members of the crew and Company. Where different capacity containers are used, rates shall be adjusted proportionately.

PROTECTIVE CLOTHING

The Company shall furnish protective clothing, such as rain coats, rain hats, rain pants and rain boots when required, including replacement thereof at no cost to the employee. The employee shall be responsible for protective clothing issued to him and shall be required to return said clothing prior to receiving his last check. Protective clothing shall be returned to the Company upon termination of employment, in good condition, reasonable wear and tear excepted.

	Effective Dates		
	1-8-73	7-16-73	7-16-74
GREEN ONIONS			
The minimum hourly rate of pay where crew is paid on hourly basis pay shall be as follows:			
	$2.30	$2.415	$2.535
Onion Pulling and Loose Packing:	.044	.045	.046
Rate based on a shed pack out basis, per dozen bunches.			
Onion pulling, cleaning and double banding, per dozen bunches:	.22	.225	.23
Onion pulling, cleaning and single banding, per dozen bunches:	.20	.205	.21

For the above rates, the piece rates shall be divided among the crew in accordance with their present practice unless otherwise agreed to between members of the crew and the Company.

Tractor Operator (Soil Loosener)	$2.60	$2.70	$2.80

A soil loosener is an employee who spends approximately 25% of his ti operating machinery to loosen the soil for onion pullers on a daily b

TRAILER PULLER - FULL TIME

A full time trailer puller is an employee who spends 25% or more of h time on a daily basis pulling trailers; his hourly pay shall be as follows for all hours worked that day:

	$2.60	$2.70	$2.80

TRAILER PULLER - PART TIME

A part time trailer puller is an employee who spends less than 25% of time pulling trailers on a daily basis. This rate of pay shall be as follows for all hours worked that day:

	$2.45	$2.565	$2.685

14 P

ADDENDUM L (Continued)

PROTECTIVE CLOTHING

The Company shall furnish protective clothing, such as rain coats, rain hats, rain pants and rain boots when required, including replacement thereof at no cost to the employee. The employee shall be responsible for protective clothing issued to him and shall be required to return said clothing prior to receiving his last check. Protective clothing shall be returned to the Company upon termination of employment, in good condition, reasonable wear and tear excepted.

ADDENDUM M

	Effective Dates: 1-8-73	7-16-73	7-16-74

BELL PEPPERS

The minimum hourly rate of pay where crew is paid on hourly basis pay shall be as follows:

	$2.30	$2.415	$2.535

The piece rate shall be as follows:

Grade #1 Bell Peppers			
1st & 2nd Picking			
Per Container	.37	.38	.39
3rd Picking-per container	.42	.43	.44
4th Picking-per container	.47	.48	.49
Grade #2 Bell Peppers			
Per Container	.26	.265	.27

The crew consists of picking only. Rate based on a 30 pound carton, on shed pack out basis.

Where different capacity containers are used, rates shall be adjusted accordingly.

The piece rates shall be divided among the crew in accordance with the present practices unless otherwise agreed to between members of the crew and the Company.

PROTECTIVE CLOTHING

The Company shall furnish protective clothing, such as rain coats, rain hats, rain pants and rain boots when required, including replacement thereof at no cost to the employee. The employee shall be responsible for protective clothing issued to him and shall be required to return said clothing prior to receiving his last check. Protective clothing shall be returned to the Company upon termination of employment, in good condition, reasonable wear and tear excepted.

ADDENDUM N

	Effective Dates		
	1-8-73	7-15-73	7-16-74
ENDIVE AND ESCAROLE			
The minimum hourly rate of pay where crew is paid an hourly basis pay, shall be as follows:	$2.30	$2.415	$2.535
HARVEST - Field Pack	.37	.38	.39
The crew consists of cutters, trimmers, packers, and loaders	.385	.395	.405

The crew consists of cutters, trimmers, packers, closers and loaders.

The piece rates shall be divided among the crew in accordance with their present practice unless otherwise agreed to between members of the crew and Company. Piece rates are based on a standard crate. Where different capacity containers are used, rates shall be adjusted proportionately.

PROTECTIVE CLOTHING

The Company shall furnish protective clothing, such as rain coats, rain hats, rain pants and rain boots when required, including replacement thereof at no cost to the employee. The employee shall be responsible for protective clothing issued to him and shall be required to return said clothing prior to receiving his last check. Protective clothing shall be returned to the Company upon termination of employment, in good condition, reasonable wear and tear excepted.

ADDENDUM O

	Effective Dates		
	1-8-73	7-16-73	7-16-74
PARSLEY			
The minimum hourly rate of pay where crew is paid on hourly basis pay shall be as follows:			
	$2.30	$2.415	$2.535
Per Dozen Bunches:	.21	.215	.22

Crew cuts, bunches, cleans, bands, counts and loose packs.

The piece rates shall be divided among the crew in accordance with their present practice unless otherwise agreed to between members of the crew and Company. Piece rates are based on a standard crate. Where different capacity containers are used, rates shall be adjusted proportionately.

PROTECTIVE CLOTHING

The Company shall furnish protective clothing, such as rain coats, rain hats, rain pants and rain boots when required, including replacement thereof at no cost to the employee. The employee shall be responsible for protective clothing issued to him and shall be required to return said clothing prior to receiving his last check. Protective clothing shall be returned to the Company upon termination of employment, in good condition, reasonable wear and tear excepted.

	Effective Dates		
	1-8-73	7-16-73	7-16-74
CHINESE CABBAGE AND BOK CHOY			
The minimum hourly rate of pay where crew is paid on hourly basis pay shall be as follows.	$2.30	$2.415	$2.535
HARVEST			
Per W.G.A. Crate	.42	.43	.44
Per Standard Howard Crate	.21	.215	.22

The crew consists of cutters, trimmers, packers, closers and loaders. The piece rates shall be divided among the crew in accordance with their present practice unless otherwise agreed to between members of the crew and the Company. Piece rates are based on a standard crate. Where different capacity containers are used, rates shall be adjusted proportionately.

PROTECTIVE CLOTHING

The Company shall furnish protective clothing, such as rain coats, rain hats, rain pants and rain boots when required, including replacement thereof at no cost to the employee. The employee shall be responsible for protective clothing issued to him and shall be required to return said clothing prior to receiving his last check. Protective clothing shall be returned to the Company upon termination of employment, in good condition, reasonable wear and tear excepted.

	Effective Dates		
	1-8-73	7-16-73	7-16-74
GREEN LEAF LETTUCE AND RED LEAF LETTUCE			
The minimum hourly rate of pay where crew is paid on hourly basis pay shall be as follows:	$2.30	$2.415	$2.535
HARVEST:			
Two (2) Dozen Heads Packed, Per Container	.26	.265	.27

The crew consists of cutters, trimmers, packers, closers and loaders. The piece rates shall be divided among the crew in accordance with their present practice unless otherwise agreed to between members of the crew and Company. Piece rates are based on a standard crate. Where different capacity containers are used, rates shall be adjusted proportionately.

PROTECTIVE CLOTHING

The Company shall furnish protective clothing, such as rain coats, rain hats rain boots, and rain pants when required, including replacement thereof at no cost to the employee. The employee shall be responsible for protective clothing issued to him and shall be required to return said clothing prior to receiving his last check. Protective clothing shall be returned to the Company upon termination of employment, in good condition, reasonable wear and tear excepted.

14 V

ADDENDUM R

	Effective Dates		
	1-8-73	7-16-73	7-16-74
BOSTON LETTUCE			
The minimum hourly rate of pay where crew is paid on hourly basis pay shall be as follows:	$2.30	$2.415	$2.535
Two (2) Dozen Heads Per Container	.26	.265	.27

The crew consists of cutters, trimmers, packers, closers and loaders. The piece rates shall be divided among the crew in accordance with their present practice unless otherwise agreed to between members of the crew and Company. Piece rates are based on a standard crate. Where different capacity containers are used, rates shall be adjusted proportionately.

PROTECTIVE CLOTHING

The Company shall furnish protective clothing, such as rain coats, rain hats, rain pants and rain boots when required, including replacement thereof at no cost to the employee. The employee shall be responsible for protective clothing issued to him and shall be required to return said clothing prior to receiving his last check. Protective clothing shall be returned to the Company upon termination of employment, in good condition, reasonable wear and tear excepted.

ADDENDUM S

	Effective Dates		
	1-8-73	7-16-73	7-16-74
RAPINI AND BROCCOLI RAB			
The minimum hourly rate of pay where crew is paid on hourly basis pay, shall be as follows:	$2.30	$2.415	$2.535
HARVEST			
Twenty (20) Pound, Net, Carton - Per Container	1.575	1.60	1.63

Crew consists of cutters, trimmers and loose packers. The piece rates shall be divided among the crew in accordance with their present practices unless otherwise agreed to between members of the crew and Company. Where different capacity containers are used, rate shall be adjusted proportionately.

PROTECTIVE CLOTHING

The Company shall furnish protective clothing, such as rain coats, rain hats, rain pants and rain boots when required, including replacement thereof at no cost to the employee. The employee shall be responsible for protective clothing issued to him and shall be required to return said clothing prior to receiving his last check. Protective clothing shall be returned to the Company upon termination of employment, in good condition, reasonable wear and tear excepted.

ADDENDUM T

	Effective Dates		
	1-8-73	7-16-73	7-16-74

CANTALOUPES AND MIXED MELONS

CANTALOUPE HARVEST - For Shed Pack

The piece rate to be paid pickers per packed out jumbo crate shall be as follows:

Sack Picking Operation:	.57	.58	.59
Mechanical Loading Operation:	.47	.48	.49

Piece rates are based on shed pack out and are based on standard jumbo crates. Where different capacity containers are used, rates shall be adjusted proportionately. The piece rate shall be divided among the crew in accordance with their present practice unless otherwise agreed to between members of the crews and the Company.

Daily picking and shed pack out records, pertinent sales records, and other necessary records concerning production shall be available for inspection by a representative designated by the Union, upon request.

Melons sold to processors, in bulk, shall be paid for at the rate of one crate per 100 pounds of melons sold.

CANTALOUPE AND MIXED MELON HARVEST

The minimum hourly rate of pay, where crew is paid on an hourly basis, for pickers in cantaloupe and mixed melon harvest, shall be as follows:

Per Hour:	$2.38	$2.52	$2.67

TRAILER PULLER - FULL TIME

A full time trailer puller is an employee who spends 25% or more of his time on a daily basis pulling trailers, his hourly pay shall be as follows for all hours worked that day:

Per Hour:	$2.60	$2.70	$2.80

HOURLY RATE OF PAY

The minimum hourly rate of pay, where crew is paid on an hourly basis, except for pickers in harvest operations, shall be as follows:

	$2.30	$2.415	$2.535

14 Y

	Effective Dates		
	1-8-73	7-16-73	7-16-74

WATERMELONS

WATERMELON HARVEST

The piece rate to be paid pickers (pick and lay on ground) and pitchers and stackers (Loading trucks) per gross ton shall be as follows:

Picking:	$3.25	$3.32	$3.38
Pitching & Stacking:	$3.75	$3.83	$3.90

The piece rate shall be divided among the crew in accordance with their present practice unless otherwise agreed to between members of the crews and the Company. Stackers shall continue to receive a premium based on past practices.

HOURLY RATE OF PAY

The minimum hourly rate of pay, where crew is paid on an hourly basis, for pickers in watermelons, shall be as follows:

Per Hour:	$2.38	$2.52	$2.67

The minimum hourly rate of pay, where crew is paid on an hourly basis, except for pickers in harvest operations, shall be as follows:

$2.30	$2.415	$2.535