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Adm. Packing 1979

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

ADMIRAL PACKING

AND

UNITED FARM WORKERS OF AMERICA, AFL-CIO

December 19, 1979 - August 31, 1982

INDEX

ARTICLE		PAGE
1	Recognition	1
2	Union Security	2
3	Hiring	3
4	Seniority	4
5	Grievance and Arbitration	6
6	No Strike Clause	9
7	Right of Access to Company Property	9
8	Discipline and Discharge	10
9	Discrimination	10
10	Worker Security	11
11	Leaves of Absence	11
12	Maintenance of Standards	13
13	Supervisors	13
14	Health and Safety	13
15	Mechanization	15
16	Management Rights	16
17	Union Label	17
18	New or Changed Operations	17
19	Hours of Work, and Overtime	18
20	Reporting and Standby Time	20
21	Rest Periods	21
22	Vacations	21
23	Bereavement Pay	22
24	Holidays	23
25	Jury Duty and Witness Pay	24
26	Travel Allowance	24
27	Records and Pay Periods	25
28	Income Tax Withholding	25
29	Credit Union Withholding	25
30	Robert F. Kennedy Farm Workers Medical Plan	25
31	Juan De La Cruz Farmworkers Pension Fund	26
32	Martin Luther King, Jr. Farm Workers Fund	27
33	Reporting on Payroll Deductions and Fringe Benefits	27
34	Camp Housing	31
35	Bulletin Boards	31
36	Family Housing	31
37	Subcontracting	31
38	Grower-Shipper Contracts	32
39	Location of Company Operations	33
40	Modification	33
41	Savings Clause	33
42	Successor Clause	33
43	Labor Management Relations Committee	33
44	Delinquencies	34
45	Cost of Living	34
46	Union Representative	35
47	Injury on the Job	36
48	Duration of Agreement	36
	Appendix A	37
	Job Descriptions	37
	Supplemental Agreement # 1	40
	Classification and Seniority List	54
	General Release and Stipulation	54

PARTIES

This Agreement and Supplemental Agreements attached hereto are between ADMIRAL PACKING, hereafter called "the Company" and the United Farm Workers of America, AFL-CIO, hereafter called "the Union". The parties agree as follows:

ARTICLE 1: RECOGNITION

A. The Company does hereby recognize the Union as the sole labor organization representing all the Company's agricultural employees (hereinafter called "workers") in the unit set forth in the Agricultural Labor Relations Board's certification and the Case No. 75-RC-103-M. In the event the Agricultural Labor Relations Board certifies other employees not here included within the certified unit, such additional employees shall be included under the terms of this Agreement. The term "worker" shall not include office and sales employees, security guards, and supervisory employees who have the authority to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward or discipline other workers, or the responsibility to direct them or adjust their grievances, or effectively recommend such action, if, in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature but requires the use of independent judgement.

B. The Company agrees that no business device including joint ventures, partnerships or any other forms of agricultural business operations shall be used by the Company for the purpose of circumventing the obligations of this Collective Bargaining Agreement.

C. The Company further recognizes the rights and obligations of the Union to negotiate wages, hours and conditions of employment and to administer this Agreement on behalf of covered workers.

D. Neither the Company nor its representatives will take any action to disparage, denigrate or subvert the Union. Neither the Union nor its representatives will take any action to disparage, denigrate or subvert the Company.

E. Neither the Company nor its representatives will interfere with the right of any worker to join and assist the Union. The Company will make known to all workers that they will secure no advantage, nor more favorable consideration nor any form of special privilege because of non-participation in Union activities.

F. The Company will make known to all workers, supervisors and officers, its policies and commitments as set forth above with respect to recognition of the Union and will encourage workers in the bargaining unit to give utmost consideration to supporting and participating in collective bargaining and contract administration

functions.

ARTICLE 2: UNION SECURITY

A. Union membership shall be a condition of employment. Each worker shall be required to become a member of the Union immediately following five (5) continual days after the beginning of employment, or five (5) days from the date of the signing of this Agreement, whichever is later; and to remain a member of the Union in good standing. Union shall be the sole judge of the good standing of its members. Any worker who fails to become a member of the Union within the time limit set forth herein, or who fails to pay the required initiation fee, periodic dues or regularly authorized assessments as prescribed by Union or who has been determined to be in bad standing by the Union pursuant to the provisions of the Union's constitution shall be immediately discharged or suspended upon written notice from the Union to the Company, and shall not be re-employed until written notice from the Union to the Company of the worker's good standing status.

B. Company agrees to furnish to Union in writing, within one (1) week after the execution of this Agreement, a list of its workers giving the names, addresses, social security numbers and type of job classification.

C. Company agrees to deduct from each worker's pay initiation fees, all periodic dues, and assessments as required by Union, upon presentation by the Union of individual authorization signed by workers, directing Company to make such deductions. Company shall make such deductions from workers' pay for the payroll period in which it is submitted, provided that it is submitted in advance of the close of the pay period, and periodically thereafter as specified on authorization so long as such authorization is in effect and shall remit monies weekly. The Company shall provide a monthly summary report as soon as possible, but not later than the twentieth (20th) day of the month following the ending date of the previous month's pay period containing the names of the workers, social security numbers, payroll periods covered, gross wages, total hours worked per worker, total number of workers and amount of Union dues deducted during such pay periods from each worker. Union will furnish the forms to be used for authorization and will notify the Company in writing of dues, assessments and initiation fees within five (5) days of the execution of this Agreement and five (5) days before the effective date of any change.

D. The Company will advise new workers that it is a condition of their employment that they must become and thereafter remain members in good standing in the Union immediately following five (5) continual days after the beginning of their employment. The Company shall furnish workers membership applications and dues checkoff

authorization forms as provided by the Union.

E. Union shall indemnify and hold Company harmless from and against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by Company for the purpose of compliance with any of the provisions of this Article.

F. In the event that the Company files in bankruptcy or Chapter 11 proceedings, it will notify the Union of such action and shall list the Union as a separate creditor qualified as a priority claim pursuant to the Bankruptcy Act. Notification to any of the Plans or Funds shall not constitute compliance with this Article.

ARTICLE 3: HIRING

A. The Union shall operate and maintain a facility whereby Company may secure new or additional workers. The Union will notify Company of the address and phone number of each facility nearest each operation of the Company and the name of the person in charge of the facility.

B. Company recalls of seniority workers shall be pursuant to Section C of Article 4. Workers returning to work on recall shall check in with the Union steward or other Union representative on the job site to verify the worker's name is on the seniority list before commencing work.

C. Whenever at the beginning of any operating season in any area of operation of the Company, the Company anticipates the need for new or additional workers to perform any work covered by this Agreement, the Company shall, at least two (2) weeks prior to the date of anticipated need for such workers, notify the facility of the Union. designated in Section A in writing, stating the number of workers needed, the type of work to be performed, the estimated starting date of the work and the approximate duration thereof. The Company shall notify the Union promptly of any change in estimated starting date, however, the Company shall give to the Union the exact starting date no later than forty-eight (48) hours prior to the actual date for commencement of the work.

D. In the event, during the operating season in any area of Company operations, new or additional workers are needed to perform work covered by this Agreement, the Company shall notify the Union facility designated in Section A of the number of workers needed, the type of work to be performed, the date the workers are needed, and whether the work is temporary or permanent. The Union shall be given forty-eight (48) hours notice or as far in advance as possible.

E. When workers are requested of the Union, Union shall use its best efforts to furnish the requested number of workers. If the

Union does not furnish the requested number of workers on the date requested, the Company shall be free to procure needed workers not furnished by the Union from any other source. If the Company secures workers under the provisions of this paragraph, the Company will make available to Union, in writing, within five (5) days thereafter, the names, social security numbers, date hired and job classifications of all workers so hired, provided however, that the Union shall be entitled, acting on its own, to ascertain such information from such workers at any time after twenty-four (24) hours following the hiring of such workers, provided further, that work is not interrupted. Grievances relating to this paragraph shall be subject to the Expedited Grievance and Arbitration Procedure.

F. When Company requests workers from the Union facility for jobs which require skills or experience (such as tractor drivers, irrigators) the Union will refer workers who meet the job requirements. Before the Company makes a determination that a referred worker does not meet the job requirement, the supervisor will fully explain the job duties and requirements and give the worker a reasonable time to meet the job requirements. Discharges shall be subject to the procedures of Article 8 - Discipline and Discharge.

G. It is essential that the Union has advance notice of any layoff, so it may plan utmost utilization of available workers. Accordingly, the Company will notify Union seven (7) days in advance of any layoff, or as soon as possible, prior to any layoff.

H. When laying off seniority workers, the Company shall attempt to give reasonable notice of the estimated layoff date. Workers other than harvesting crew workers shall be given at least twenty-four (24) hours notice prior to a layoff at the end of any season.

I. In the event that it is necessary to layoff workers before they acquire seniority, it is understood that if such workers are referred or dispatched by the Union to the employer from which they were laid off, that such workers will be given work opportunity by the Company on the same basis as any other non-seniority worker.

ARTICLE 4: SENIORITY

A. After a worker has worked for the Company at least fourteen (14) work days within the preceding ninety (90) calendar days, he shall acquire seniority on the fourteenth (14th) day of work retroactive to his date of hire. Whenever a commodity or crop season is less than twenty-eight (28) calendar days, a worker shall acquire seniority provided he works one-half (1/2) the number of work days in the season. It is understood that the days prior to acquiring seniority do not establish nor shall be a probationary period.

There shall not be layoffs for the purpose of circumventing acquisition of seniority.

B. Seniority shall be lost for the following reasons only:

1. Voluntary quitting.
2. Discharge for just cause.
3. When on layoff fails to report within three (3) working days after being called unless satisfactory reasons are given.
4. When the worker fails to report to work at the termination of a leave of absence or vacation without an approved extension as per Article 11 - Leave of Absence of this Agreement.
5. When any worker leaves the bargaining unit to accept a supervisory or other position with the Company outside the bargaining unit.
6. Any worker rehired after loss of seniority as provided above shall establish a new seniority date as provided in Section A above.

C. In layoff of workers for lack of work or at the end of the Company's operating season, the worker with the least seniority shall be laid off first, and in recall of workers from layoff, the workers with the highest seniority shall be recalled in their order of seniority, and the filling of vacancies, new jobs, promotions within the bargaining unit, demotions, shall be on the basis of seniority, provided however, the worker is able to do the work. In such cases, the supervisor will fully explain the job duties and requirements and give the worker a reasonable time to meet the job requirements.

D. Whenever a permanent vacancy occurs in an hourly rated job classification with a rate above the general field and harvesting rate, such vacancy shall be posted on the Company's bulletin board in the area of the vacancy. The posting shall be made at least five (5) days before the vacancy is permanently filled. A copy of the posting will be made available to the Union Ranch Committee. Seniority workers desiring to apply for such positions shall sign the posting. Selection and training for those workers applying for the position shall be as set forth in Paragraph C above.

E. The Company, when anticipating the recall of seniority workers, shall notify the worker and the Union, not less than two (2) weeks prior to the estimated starting date of the work and the approximate duration thereof. The Company shall then notify the worker when to report for work, allowing reasonable time to report. All such notice of recall shall be a joint recall bearing the title of the Company and the Union. There shall be no recall by labor contractors. It is understood that the provisions of Article 3 - Hiring, Section B, apply to the recalled worker.

F. The Company shall notify the Union within five (5) working days

of seniority workers laid off or recalled on a seasonal basis, in accordance with this article by giving the worker's name, social security number, seniority date, job or commodity classification and date of recall or layoff. Grievances relating to this paragraph shall be subject to the Expedited Grievance and Arbitration Procedure.

G. Beginning with the signing of this Agreement and each three (3) months thereafter, the Company shall provide the Union with an up-to-date seniority list showing the name of each worker, his seniority date, social security number and job or commodity classification. The Company shall also post a seniority list in a conspicuous place for examination by the workers and the Union Ranch Committee. The Union may review the accuracy of the seniority list and present to the Company any errors it may find on such list. Grievances relating to this paragraph shall be subject to the Expedited Grievance and Arbitration Procedure.

H. Seniority shall not be applied so as to displace (bump) any worker of the Company within an established crew, commodity or area.

I. It is understood that the Company and the Union may agree in writing to make deviations from these seniority provisions regarding applications of seniority. In the event the Union and the Company have agreed to a local seniority provision different from Article 4 of the Contract signed herein, the Union and the Company agree to review and revise if agreed upon said local provision, only, one (1) year after the date of signing this Agreement, if either party so requests.

J. The attached supplement on seniority issues shall serve as the definitive guideline in the administration of seniority during the term of this Agreement.

ARTICLE 5: GRIEVANCE AND ARBITRATION

A. The parties to this Agreement agree that all disputes which arise between the Company and the Union out of the interpretation or application of this Agreement shall be subject to the Grievance and Arbitration Procedure. The parties further agree that the Grievance Procedure of this Agreement shall be the exclusive remedy with respect to any disputes arising under this Agreement, and no other remedies shall be utilized by any person with respect to any dispute involving this Agreement until the Grievance Procedure has been exhausted. Any claim by the Union that on the job conduct by any non-bargaining unit employee is disrupting working relations may be treated as a grievance provided that such grievance is specified in detail.

B. The Company agrees to cooperate to make Union stewards available

to workers wishing to submit a grievance and to make the Grievance Committee of the Union available to perform their functions under this Agreement.

C. Grievances dropped by either party prior to an arbitration hearing shall be considered as withdrawn without prejudice to either party's position on a similar matter in the future.

D. FIRST STEP: Any grievance arising under this Agreement shall be immediately taken up between the Company supervisor involved and the Union steward. They shall use their best efforts to resolve the grievance. In the event the grievance is not immediately satisfactorily resolved the grieving party shall reduce the grievance to writing and set forth the nature of the grievance. A grievance regarding a discharge of an employee must be filed in writing within five (5) days of the discharge. All other grievances must be filed in writing within thirty (30) days of the occurence of the grievance or thirty (30) days of the discovery thereof. The failure of the grieving party to file a grievance within the time limits specified in this paragraph shall waive the grievance.

STEP TWO. Any grievance not resolved in the First Step shall be discussed in a meeting between the Grievance Committee and the Company representative delegated to resolve such matters not later than ten (10) calendar days of the filing of the grievance. If the grievance is not satisfactorily resolved in such meeting, the party receiving the grievance shall give a written response to the other regarding its position including reasons for denial within ten (10) work days from the close of the Step Two meeting. If the party receiving the grievance fails to respond within said ten (10) work days such party shall be considered to have withdrawn its objection to the grievance and the grievance shall be granted in the grieving party's favor. A Union representative may fully participate in the grievance meeting.

STEP THREE: If the grieving party is not satisfied with the written response, it must file a written notice to the other party within sixty (60) calendar days of the receipt of such written response. Failure to file within said time period shall waive the grievance. If timely written notice of appeal is given, the matter shall be referred to arbitration. The arbitrator shall consider and decide the grievance referred to him. In cases where more than one grievance is referred to arbitration in an area the arbitrator may hold consecutive hearings to expedite hearings. The arbitrator shall not have the authority or jurisdiction to modify, add to, or detract from, or alter any provision of this Agreement. Within that limitation among other things he shall have authority to award back pay for any loss of earnings from the Company including the right to revoke any form of discipline including discharge. He shall also have the authority to apply the Agreement and order compliance by

all parties within the terms of the Agreement.

The arbitrator in his discretion may render a bench decision, or may allow briefs, but in any event shall issue a decision in writing to the parties within fifteen (15) days after the date of the close of the hearing sessions.

The decision of the arbitrator shall be binding on the Company, the Union and the workers.

All expenses and salaries of the arbitrator shall be borne equally by the parties. Each party shall pay the cost of presenting its own case.

SELECTION OF THE ARBITRATOR: The parties will make a good faith effort to agree on a list of arbitrators for each of the areas listed below. In the event they are unable to agree, and not later than one week (unless there is mutual agreement to extend this time period) after the execution of this Agreement and each six (6) months thereafter, if requested by either the Company or the Union, a panel of eleven (11) arbitrators shall be requested from either the American Arbitration Association or the Federal Mediation and Conciliation Service. One panel shall be requested for the Salinas area, one panel for the Ventura and Santa Barbara area, and one panel for the Imperial Valley. Upon the request of either party additional lists of arbitrators shall be requested for the other geographical areas.

After receipt of the lists, the parties shall meet to select arbitrators for each area. If the parties cannot agree upon the selection of arbitrators then they shall turn to the lists of arbitrators received under procedures of the above paragraph. The person to strike first shall be selected by a coin toss. That party shall strike the first name from each list. The name remaining after each party has struck five shall be the person designated as arbitrator for each area. However, every six (6) months, either party may request a new list of arbitrators for any area and require a new meeting as discussed in this paragraph to select a new arbitrator.

E. Expedited Grievance and Arbitration. The parties agree that the primary purpose of the grievance procedure is to resolve grievances as speedily as possible and to maintain good relations between the Union, the Company, and the workers.

It is recognized that there are times and there are certain issues that may arise, wherein it is to the best interest of all concerned to have a resolution of the matter more quickly than provided in the above procedure.

Accordingly, it is agreed that grievances specified elsewhere in this Agreement as subject to the Expedited Grievance and Arbitration Procedure may at the request of the grieving party and with written notice to the other party be expedited to arbitration.

After such a grievance has been reduced to writing, the grieving party may request and there shall be a Second Step meeting within two (2) work days and the responding party will immediately provide its answer in writing, if denied, setting forth the reasons for denial. The grieving party may then request, with notice to the responding party, that the grievance be referred to the arbitrator within three (3) work days from the written responsive answer. If such a grievance is presented to the arbitrator, it is agreed that it will take precedent, as to investigation, hearing date, and issuance of decision over any other case.

F. The arbitrator may make a field examination in any case he deems it advisable.

G. In the event that any dispute causes a work interruption of any kind, the parties agree to make an immediate joint effort to end such interruption which may include contacting the arbitrator. The arbitrator shall order an end to such interruption, personally, if possible, or by telephone, and shall immediately attempt to resolve the dispute. This in no way alters the obligation or liability of either party under the Collective Bargaining Agreement.

ARTICLE 6: NO STRIKE CLAUSE

A. There shall be no strikes, slowdowns, boycotts, interruptions of work by the Union nor shall there be any lockout by the Company.

B. If any of said events occur, the officers and representatives of Union and/or Company, as the case may be, shall do everything within their power to end or avert such activity.

C. Workers covered by this Agreement shall not engage in any strike, slowdown or other interruption of work, which action is not approved by the Union.

ARTICLE 7: RIGHT OF ACCESS TO COMPANY PROPERTY

A. Duly authorized and designated representatives of the Union shall have the right of access to Company premises in connection with conduct of normal Union affairs in administration of this Agreement. In the exercise of the foregoing, there shall be no unnecessary interference with the productive activities of the workers.

B. Before a Union representative contacts any of the workers during

working hours, he shall notify the Company that he is on the premises.

C. The Union shall advise the Company of the names of its duly authorized and designated representatives.

ARTICLE 8: DISCIPLINE AND DISCHARGE

A. The first five (5) work days of employment for a new non-seniority employee shall be considered as a probationary period. The Company may discharge such a new employee during this five (5) work day period for poor work performance or any other non-discriminatory reason and such employee shall not have recourse to the Grievance and Arbitration Procedure in order to dispute the discharge.

B. The Company shall have the sole right to discipline and discharge workers for just cause, providing that in the exercise of this right it will not act in violation of the Agreement. No worker shall be disciplined or discharged except for just cause.

C. Prior to any discharge or suspension, the Company shall notify the steward or other Union official and such Union representative shall have the right to be present when formal charges are made, if they so desire. Provided, however, if a situation occurs in a remote area, wherein the Company deems it necessary to take action and no steward or Union representative is available, the Company may take action and must give written notice within the time limit in Paragraph D below.

D. The steward or other Union representative shall have the right to interview workers in private.

Within forty-eight (48) hours after any discharge or suspension for just cause, the Union representative will be notified in writing the reasons for such discharge or suspension.

E. Individual performance in relation to piece rate, or incentive plan, shall not be conclusive evidence for the purpose of disciplining or discharging a worker. This provision shall not, however, constitute any limitation on any of the Company's rights to discharge or discipline for unsatisfactory work performance.

Discharge and other disciplinary actions are subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 9: DISCRIMINATION

In accord with the policies of the Company and the Union, it is agreed that there shall be no discrimination against any worker

because of race, age, creed, color, religion, sex, political belief, national origin, language spoken or union activity.

ARTICLE 10: WORKER SECURITY

A. Company agrees that any worker may refuse to pass through any picket line of another Company and sanctioned by the Union.

B. No worker shall be required to perform work that normally would have been performed by workers of another Company who are engaged in a strike sanctioned by the Union.

C. The provisions of this Article are not limitations in any way on the rights of the Company as set forth in Article 38, Grower-Shipper Contracts. The provisions of Article 14, F, Health and Safety, also apply.

ARTICLE 11: LEAVES OF ABSENCE

A. Any worker elected or appointed to an office or position in the Union shall be granted a leave of absence for a period of continuous service with the Union upon written request of the Union. Ten (10) days notice must be given the Company before the worker takes leave to accept such office or position or chooses to return to work. Such leave of absence shall be without pay. Seniority shall not be broken or suspended by reason of such leave.

B. A temporary leave of absence without pay not to exceed three (3) days for Union business shall be granted under the following conditions:

1. Written notice shall be given by the Union to the Company at least two (2) days prior to commencement of any such leave;
2. Such leaves of absence shall only be granted to a maximum of ten percent (10%) of the workers in each harvesting and/or thin and hoe crew, and a maximum of ten percent (10%) of the workers in each other job classification.
3. This section shall only apply to Companies whose harvesting operations exceed sixty (60) work days in a calendar year;
4. This section shall not apply to operations during critical periods such as the first and last week of harvest, if it would harm operations.

C. A leave of absence without pay shall also be granted to workers by the Company upon workers applying to and being confirmed by the Company for any of the following reasons without loss of seniority.

(1) For jury duty or witness duty when subpoenaed.
(2) A worker who serves in the U.S. Military and notifies the Company and Union in writing prior to leaving for such service, and

reports for work within thirty (30) days after being discharged from such service, shall not lose any seniority, job rights, or other benefits. Upon return from such service, such worker shall be granted a job equal to that he or she would have had with Company had he or she remained in Company's continued employ, provided, however, any renewal of enlistment beyond the original one will serve to break seniority unless such action violates the Selective Service Act.

(3) Up to two (2) years of illness or injury requiring absence from the job. The Company may require substantiation by medical certificate or other adequate proof of illness.

(4) Up to one (1) year for the purpose of further training or education; provided that the Company may require proof of enrollment in a training or education program. This paragraph is intended for the use of a worker to avail himself of a training or education program and not for the use of a student to complete his secondary or college level education.

(5) Up to one (1) year for maternal responsibilities including both the pre-natal and post-natal periods. The commencement of such a maternity leave will be at the discretion of the requesting worker, provided that the procedures in this Article for requesting a leave of absence are followed.

(6) For valid personal reasons, not to exceed sixty (60) days.

Leaves of absence schedules, under this Section, where more workers have applied for a leave of absence at the same time than can be spared by the Company, shall be allocated on the basis of seniority, with the worker having the highest seniority having first preference for that leave of absence. However, where a worker requests an emergency leave, the Union and the Company may agree to his/her leave in preference to that worker over other workers with higher seniority.

D. All leaves of absence shall be in writing on approved leave of absence forms provided by the Company except in cases of emergencies. Such forms shall be signed by the Company representative, the worker requesting the leave, and the Union steward or other Union representative, to signify receipt of the Union's copy. Leave of absence shall be extended by the Company for a valid personal reason, if a request for such an extension is made by the worker in writing to the Company with a copy to the Union prior to the termination of the original leave, provided, however, that a request for an extension may be submitted simultaneously with the request for leave of absence for valid personal reasons, if the worker has special circumstances which require additional time.

E. Failure to report for work at the end of an approved leave of absence or accepting employment with another employer during an approved leave of absence shall terminate seniority in accordance with Article 4, Seniority.

ARTICLE 12: MAINTENANCE OF STANDARDS

Company agrees that all conditions of employment for workers relating to wages, hours of work, and general working conditions shall be maintained at no less than the highest standards in effect as of the date of this Agreement. Conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

The Union and the Company agree that during the negotiations which resulted in this Agreement they have fully negotiated and agreed to the terms of the Company's contributions to the Robert F. Kennedy Farm Workers Medical Plan and the Juan De La Cruz Farmworkers Pension Plan, that said terms of contribution as set forth herein sets forth the Company's total obligation with respect to medical and pension plans and that therefore the obligations of Article 12 do not extend to any medical and pension plan maintained by the Company prior to this Agreement.

ARTICLE 13: SUPERVISORS

Supervisors and others employees not included in this bargaining unit shall not perform any work covered by this Agreement, except for instruction, training and emergencies. This paragraph shall not be used as a basis for the purpose of avoiding the recall of bargaining unit workers for work they would normally perform.

ARTICLE 14: HEALTH AND SAFETY

A. The Company and Union are interested in the health and safety of workers while working with the Company. It is understood and agreed that it is necessary in the sophisticated farming practices of today that certain agricultural chemicals must be used for the control of pests and growth of the product. Company recognizes that use of certain chemicals may be injurious to farm workers. The use of such chemicals injurious to farm workers must be such so as not to cause injury to workers. Therefore, the Company shall maintain in its area office(s) and shall have available to its supervisors the following information, and shall make such information available to the Union upon request:

1. Location of field treated with injurious materials,
2. Name of material used by brand name and chemical name and registration number;
3. Date and time material was applied and its formulation;
4. Amount of material applied and its formulation and concentration;
5. Method of application;
6. Applicator's name and address, if any, and

7. Safe re-entry date and time after application.

B. The Company will comply with all applicable laws relating to the health and safety of farm workers and will not use banned chemicals such as, but not limited to DDT, DDD, DDE, Aldrin and Dieldrin.

C. When an agricultural chemical is to be applied, the Company shall advise all workers working in the immediate area prior to the application. Re-entry into treated fields shall be in accordance with label requirements. Workers shall be advised of applicable re-entry periods. No worker shall be required to re-enter a field during the prohibited period, nor shall the worker refuse to re-enter thereafter. Nothing in this paragraph shall infringe upon the right of a worker under paragraphs D and F below.

D. Any worker who is working in the immediate area where agricultural chemicals have been recently applied, and has reason to believe that his health has been adversely affected by any agricultural chemicals shall be immediately transported, at the worker's request, to the nearest medical facility for testing and treatment as determined by a doctor.

E. Upon the request of the Union, a Health and Safety Committee shall be formed, which shall consist of not more than three (3) members from the Union and three (3) members from the Company. The Committee shall meet at the request of either party at such times and places as are mutually acceptable. The Committee may discuss, exchange information and make recommendations to the Company and the Union on health and safety issues which affect the workers. The Company shall make the final determination concerning any recommendation of the Committee.

F. No worker shall be required to work in any situation which would immediately endanger his or her health or safety.

G. In accordance with law, there shall be adequate toilet facilities, separate for men and for women in the field readily accessible to workers, that will be maintained in a clean and sanitary manner. Doors on portable toilets shall have latches. Hand washing facilities, soap and paper towels shall be provided. The Company and Union shall agree on designated locations for toilet facilities for use by steady workers.

H. Each place where there is work being performed shall be provided with suitable, cool, potable drinking water convenient to workers. Water shall be provided in cool cans or equivalent containers. Individual paper drinking cups shall be provided. Ice and salt tablets shall be provided by the Company during the summer. Companies operating in the Imperial Valley and Tacna shall provide triple A or other label of water to meet this "potable" standard.

I. Tools and equipment and protective garments necessary to perform the work and/or to safeguard the health of or to prevent injuries to a worker's person shall be provided, maintained and paid for by the Company. Workers shall be responsible for returning all such equipment that was checked out to them, but shall not be responsible for breakage or normal wear and tear. Workers shall be charged actual cost for equipment that is not broken and not returned. Receipts for returned equipment shall be given to the worker by the Company.

J. Adequate first aid supplies shall be provided and kept in a clean and sanitary dust-proof container. Each crew bus shall be equipped with a first aid kit. Each harvesting crew shall have access to a first aid kit. Each tractor driver who requests one shall be provided with a first aid kit.

K. When a worker who applies agricultural chemicals is on the Company payroll, one base line cholinesterase test and other additional tests shall be taken on those workers so employed at Company's expense when organo phosphates are used and, if requested, results of said tests shall be given to an authorized Union representative.

L. Any worker who becomes sick during working hours and requests transporation to the nearest doctor's office or medical facility shall be provided with transporation.

M. All Company vehicles used by workers shall be maintained and operated in safe condition at all times. The Company shall provide a form for the reporting of necessary equipment repairs. The Union steward shall submit one copy of the repair notification to the foreman and retain one copy. Any equipment that needs repairs, which is reported to the Company supervisor shall be repaired.

N. All crew buses shall be swept out daily.

O. All stitchers, haul trucks, wrap machines, tomato harvester and celery transplant machines shall be equipped with back-up warning devices and exhaust devices and protective cages installed so as not to cause injury to workers. All motorized equipment shall be attended to by the operator at all times when moving.

P. Any violation of this Article shall be subject to the Expedited Grievance and Arbitration Procedure.

ARTICLE 15: MECHANIZATION

A. In the event the Company anticipates the introduction of mechanical equipment new to the Company which will displace persons

employed by the Company within the bargaining unit, the Company shall:

1. Give the Union at least six (6) months notice of the kind of equipment to be introduced, the operations on which it will be used, the approximate number of workers who will be displaced by the new equipment, and all other information which is necessary for the Union to negotiate intelligently and responsibly with respect to the introduction of the new equipment;

2. Give workers displaced by the introduction of the equipment first preference for jobs operating and working in connection with the new equipment in accordance with Article 4, Seniority;

3. Pay all training costs required for workers to learn to operate and work in connection with the new equipment, provided that the worker learns how to operate or work in connection with the new equipment competently within a reasonable period of time;

4. Make every effort to place workers displaced as a result of the introduction of the new equipment in other bargaining unit jobs with the Company, provided such workers are qualified and able to perform the work, and

5. Give workers who are terminated as a result of the introduction of the new equipment preference for rehire.

B. The Company shall, in addition to its obligations under Paragraph A, above, upon request, bargain with the Union with respect to the introduction of the new equipment. If the parties cannot agree on the introduction of such equipment at the end of the six (6) months period, the parties shall submit the dispute to arbitration in accordance with Article 5, Grievance and Arbitration Procedure. The arbitrator shall have the authority to decide all issues relating to displacement of workers as a result of the introduction of the new kind of equipment.

C. Nothing in this Article shall restrict the Company's right to change the crops it grows or markets, to change its farming practices, or to enter into arrangements under Article 38, Grower-Shipper Contracts.

D. Experimentation with new equipment is not introduction as described in this Article; provided all workers needed are members of the bargaining unit and no seniority workers are displaced.

ARTICLE 16: MANAGEMENT RIGHTS

The Company retains all rights of management, including the following, unless they are limited by some other provision of this Agreement: to decide the nature of equipment, machinery, methods or processes used; to introduce new equipment, machinery, methods or processes, and to change or discontinue existing equipment, machinery or processes; to determine the products to be produced or

the conduct of its business; to direct and supervise all of the employees, including the right to assign and transfer employees; to determine when overtime shall be worked and whether to require overtime.

ARTICLE 17: UNION LABEL

The parties recognize the value and importance of the Union label. The parties wish to insure that the public will not be defrauded by misuse of the Union label. Therefore, the parties agree as follows:

A. Company will make available to the designated Union representatives, at the Union's request:

Labels

1. Trademark registration;
2. Printing source,
3. Number of labels used;

B. The Union label and Union seal are and shall remain the sole property of the Union. During the term of this Agreement, Company shall be entitled to the use of said label and seal. It is agreed that during the term of this Agreement each shipping package or container harvested and packed by Union members and shipped by Company shall bear the Union label or seal. In this regard Company shall not sell, transfer, or assign its right to use said label or seal except upon written permission of the Union. The color, size and placement of the label or seal on particular packages or containers shall be determined by the Company.

C. Security Clause. In the event of the Company's misuse of the Union label or seal on packages or units harvested and packed by non-union workers, it is recognized that such misuse will cause damages to the Union. In the event that the Union revokes the Union label or seal, it shall give reasonable notice to the Company and the Company agrees to return same forthwith, or if same cannot be returned then, on request of Union, the label or seal shall be completely obliterated on any package, container or unit.

D. Following of industry practice with respect to exchange of sizes, mixed cars, private labels or purchase of produce to fill out an order shall not be considered "misuse" of the Union label or seal or a violation of any provision of this Agreement..

ARTICLE 18: NEW OR CHANGED OPERATIONS

In the event a new or changed operation or new or changed classification is installed by the Company, the Company shall set the wage or piece-rate in relation to the classifications and rates

of pay in Appendix "A" and shall notify the Union before such rate is put into effect. Whether or not the Union has agreed to the proposed rate, the Company may put the rate into effect after such notice. In the event such rate cannot be agreed upon mutually between the Union and the Company, the same shall be submitted to the Grievance Procedure including arbitration for determination beginning at the Second Step. Any rate agreed upon or as determined by the arbitrator shall be effective from the installation of such new or changed operation.

ARTICLE 19: HOURS OF WORK AND OVERTIME

A. Daily Overtime

1. Tractor drivers and machine operators shall be paid one and one-half (1-1/2) times their regular rate of pay for all work performed after ten (10) hours in any one day.

2. All hourly paid workers, except tractor drivers and irrigators and all piece-rate workers, shall be paid one and one-half (1-1/2) times their regular rate of pay for all work performed after eight (8) hours in any one day.

3. The Company shall continue its past practices with regard to hours of work for irrigators in each area of operations. There shall be no daily or Saturday overtime for irrigators.

B. Saturday Overtime

1. Tractor drivers and machine operators shall be paid one and one-half (1-1/2) times their regular rate of pay for all work performed after eight (8) hours on Saturday.

2. All hourly paid workers, except tractor drivers and irrigators, shall be paid one and one-half (1-1/2) times their regular rate of pay for all work performed after five (5) hours on Saturday.

3. All piece-rate workers shall be paid one and one-half (1-1/2) times their regular rate of pay for all work performed after four (4) hours on Saturday, provided, however, that the Company shall continue its past practices with respect to Saturday work for celery and lettuce ground crews.

C. Sunday Overtime

1. All workers shall be paid one and one-half (1-1/2) times their regular rate of pay for all work performed on Sunday; provided, however, that irrigators and irrigator sub-foremen working on twenty-four (24) hour shifts in the Imperial Valley and Tacna areas shall be paid their regular rate of pay for all work performed on Sunday.

D. All overtime shall be performed on a voluntary basis and

scheduled overtime shall be offered on the basis of highest seniority within the classification required to work overtime or on the basis of the established rotation systems for irrigators in the Imperial Valley and Tacna areas. If there are no volunteers for the overtime work, the obligation to work the overtime shall fall to the highest seniority workers or to the workers next in line in the established rotation system.

E. To compute overtime on a piece-rate or incentive basis, the number of units subject to overtime shall be determined by averaging the units for the total hours worked by the worker that day. Overtime pay for loaders shall be equal to one and one-half (1-1/2) times his regular rate of pay for the same number of boxes for which the crew is paid overtime pay in accordance with this Article.

F. Tractor drivers and machine operators who work in harvesting or transplanting operations shall be paid overtime on the same basis as the hourly or piece-rate workers in the crews in which they are working.

G. When a worker performs work at a higher rated job than his classification, he shall be paid at the higher rate. When a worker performs work at a lower rated job than his classification, he shall be paid at the rate of his classification. This paragraph shall not apply to the practice of rotation on lettuce wrap machines.

H. When a worker is working as a trainee for qualification for a higher rated job, he shall be paid at his or her old classification rate of pay for a period not to exceed fifteen (15) work days.

I. Meal time breaks shall be one-half (1/2) hour and not compensated for nor counted as hours worked under the provisions of this Agreement, except where meal breaks are currently longer and/or compensated, they shall be continued. Company shall not use the meal time breaks for the purpose of moving the workers to another job site, or any other related work activity.

J. A night-shift premium shall be paid to tractor operators who work a majority of their shift between the hours of 6:00 p.m. and 6:00 a.m. at the rate of fifty cents ($.50) per hour for all hours worked.

K. The Company agrees to rotate after-hours work between irrigators and irrigator sub-foremen during heavy periods of irrigation, provided the workers are capable of performing the work. The Company shall pay such after-hours irrigators all time on the job until the last pump is turned off.

L. Normal Hours

The following shall be considered the normal work schedule for each of the specified classifications of work. It is understood that these norms do not constitute a daily guarantee but define the normal hours of work when work is available and conditions permit. The number of workers employed to perform the job shall be directly related to the work demand. The number may vary due to conditions affecting the job to be performed; however, the Company shall make every effort to provide the normal work schedule as provided below. The Company shall not increase the size of the work force nor shall the Company schedule or assign work in such a way that available hours of work are reduced.

Classification	Days	Hours
General labor, thin and hoe, transplant, hourly harvest	Mon-Fri Sat	Eight (8) Five (5)
Tractor Drivers	Mon-Fri Sat	Ten (10) Eight (8)
Piece-Rate Classifications	Mon-Fri Sat	Eight (8) Four (4), with past practice applicable for lettuce and celery crews.
Irrigators	Mon-Sat	Past practice in each area.

ARTICLE 20. REPORTING AND STANDBY TIME

A. A worker who is required to report for work and does report and is furnished no work shall be paid at least four (4) hours at the worker's hourly rate of pay or the worker's average hourly piece rate earnings based on the preceding payroll period. If less than four (4) hours of work is provided, hourly workers shall be paid four (4) hours at their hourly rate of pay, and piece-rate workers shall be paid the piece-rate earned during the time worked and their average hourly piece-rate wage based on the preceding payroll period for the remaining time up to four (4) hours that day.

However, in the event that no work or less than four (4) hours of work are provided because of rain, frost, government condemnation of crop, or other causes beyond the control of the Company, Section A, Paragraph 1 of this Article shall not apply; provided, however, that the Company agrees to continue its past practice with respect to condemnation of fields.

B. Workers shall be informed before leaving work of the reporting time and place for the following day to the extent possible. The Company shall set the reporting time as close as possible to the

estimated starting time, taking into consideration available weather reports for the following day. If a worker who reports at such specified time is asked to report back the same day at another time and no work is provided or less than four (4) hours of work is provided, the pay guarantee described in "A" above shall apply and the exception described therein shall not apply. Any call may be rescinded by notification to workers at least six (6) hours prior to the time scheduled for reporting to work.

C. Hourly workers shall be paid at their regular hourly rate of pay and piece-rate workers at the general labor rate for all time when the Company gives orders to standby at the pick-up point or in the field prior to commencing work; provided, however, workers shall not be paid for the first half (1/2) hour when the Company gives orders to standby in the field prior to commencing work due to frost. If work is delayed due to breakdown or delay in arrival of Company transportation, all workers shall be compensated at the general labor rate for the period so delayed.

D. Hourly workers shall be paid at their regular hourly rate for all time they are required to remain on the job.

E. Piece-rate workers shall be paid at their average hourly piece-rate wage based on the preceding payroll period for all standby time after work begins; provided, however, that piece-rate workers shall not be paid for the first fifteen (15) minutes when the Company gives orders to standby in the field after work has commenced due to rain. "Standby time" for purposes of this paragraph refers to any time when the entire crew's work is interrupted or delayed because of machine breakdown, rain, etc., and orders are given by the Company to standby. Standby time for loaders shall begin forty-five (45) minutes after the crew is released for the day, and shall be paid for time in which the loaders are required to wait for company equipment.

ARTICLE 21: REST PERIODS

Workers shall have paid rest periods of fifteen (15) minutes each, which insofar as practical, shall be in the middle of each continuous four (4) hour work period or major fraction thereof.

ARTICLE 22: VACATIONS

A. Vacations with pay shall be granted to eligible workers who qualify for such vacations. Each year workers shall be eligible for a vacation provided that they qualify as specified in "B" below in the prior calendar year. Vacation pay shall be computed on the basis of the appropriate percent of the worker's gross earnings from the Company in the calendar year prior to the payment of the vacation benefit. Calendar year in this paragraph means January 1

through December 31.

B. A worker who has worked seven hundred (700) hours in the prior calendar year with the Company will qualify for an amount equal to two percent (2%) of his total gross earnings as vacation pay and one (1) week of vacation time off.

A worker who has worked seven hundred (700) hours in the prior calendar year, who has four (4) or more years seniority with the Company will qualify for an amount equal to four percent (4%) of his total gross earnings as vacation pay and two (2) weeks of vacation time off.

C. Workers may waive vacation periods but shall receive their vacation pay in addition to their earnings for such period. For workers who desire to waive their vacation period, vacation pay shall be deemed due and payable at any time such pay is requested after January 1st of each year, provided, however, that the vacation check will be prepared as quickly as possible, but in no event more than six (6) weeks after requested by the worker. Vacation pay shall be paid by separate check and regular deductions shall be made and reported.

D. Any worker who quits or is terminated shall receive his appropriate vacation benefit allowance in accordance with the above Paragraph B.

E. If a worker's vacation period includes one of the holidays set forth in Article 24, his vacation period shall be extended to include such holiday, and holiday pay.

F. Vacation schedules shall be mutually agreed upon. If, in the judgement of the Company, more workers want a particular vacation period than can be reasonably spared, the worker with the highest seniority shall have first preference for the vacation period.

ARTICLE 23: BEREAVEMENT PAY

To make funeral arrangements and to attend the funeral of a member of the immediate family (father, mother, child, brother, sister, husband or wife mother-in-law, father-in-law, grandfather, or grandmother), a worker will be paid what he would have earned had he been working for the Company, not to exceed three (3) days. However, in cases where the funeral requires travel of more than three hundred (300) miles one way, an additional one (1) day leave with pay shall be granted. The Company may require a death certificate or other evidence of death.

ARTICLE 24: HOLIDAYS

A. Commmencing with the effective date of this Agreement, the following shall be paid holidays:

1. New Year's Day
2. February 10
3. Labor Day
4. Thanksgiving Day
5. Christmas Day

Effective in 1981, Independence Day (July 4th) shall be added as a paid holiday.

B. Holiday pay shall be the daily average pay earned during the payroll week immediately preceding the holiday.

C. To be eligible for a paid holiday not worked, a worker must work the scheduled work days both immediately before and after the holiday. If the next scheduled work day after the holiday is more than five (5) calendar days after the holiday, the requirement for work on the scheduled work day after the holiday shall not apply.

D. Work on any holiday shall be paid at one and one-half (1-1/2) times the worker's regular rate in addition to holiday pay.

E. Holiday pay shall be issued to all workers as specified herein as soon as possible after the holiday, but in no event later than four (4) weeks after the end of the payroll period in which the worker qualifies for the holiday.

F. "Citizenship Participation Day" shall be designated as the first Sunday of June. All workers on "Citizenship Participation Day" shall receive holiday pay in accordance with Section A above.

Upon receipt of proper written authorization from the worker, the Company shall deduct from such worker's wages the pay received for Citizenship Participation Day and shall remit such sum to the Citizenship Participation Committee of the United Farm Workers, AFL-CIO, for allocation as designated by the worker.

In the event any worker works on "Citizenship Participation Day", the Company shall not deduct any pay due him or her for working on that day.

G. In the event that the Company files in bankruptcy or Chapter 11 proceedings, it will notify the Citizenship Participation Committee of such action and shall list the Citizenship Participation Committee as a separate creditor qualified as a priority claim pursuant to the Bankruptcy Act. Notification to the Union or any of the other Plans or Funds shall not constitute compliance with this Article.

ARTICLE 25: JURY DUTY AND WITNESS PAY

Workers who have worked at least five (5) days during the two (2) weeks preceding the week in which the following events occur shall receive the benefit of this Section. A worker will be paid jury duty or witness pay for testifying in any legal proceeding not between the parties for any days of work missed due to the performance of such service. Jury duty or witness pay is defined as the difference between the fees received by such worker for performing such service and what he would have received had he been working for the Company for each day of service. To receive pay under this provision, the worker must provide 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.

ARTICLE 26: TRAVEL ALLOWANCE

A. When Company furnished transportation is available, workers using such transportation shall receive daily travel allowance based upon the following schedule from the place designated where the worker is told to report for the transportation and the job site:

40 - 64 road miles	- 1/2 hour each way
65 - 89 road miles	- 1 hour each way
90 - 119 road miles	- 1-1/2 hours each way
120 and over	- 2 hours each way

B. When Company furnished transportation is not available and workers furnish their own transportation, they shall receive daily travel allowance as provided above.

C. The travel allowance shall be paid at the worker's hourly or standby rate of pay. Any hours paid under this Article shall not be counted as hours worked for purposes of computing overtime hours, however, shall be counted as hours worked for all other purposes of this Agreement.

D. Travel allowance will be paid for the trip: Salinas to King City-1/2 hour each way.

E. Buses will be kept clean, safe, comfortable and in good traveling condition. Buses will have an adequate place where workers can place their food and other items.

F. Workers should be transported as close to the work site as possible.

G. All workers shall be compensated for all time spent changing fields during the work day; hourly workers shall be paid at their

regular rate of pay, and piece-rate workers at the general labor rate of pay.

ARTICLE 27: RECORDS AND PAY PERIODS

A. Company shall keep full and accurate records, including total hours worked, piece rate or incentive rate records, total wages and total deductions. Workers shall be furnished a copy of the itemized deductions, hourly rates, hours worked, cumulative hours worked to date (effective January 1, 1980), wages earned, and cumulative wages earned to date (effective January 1, 1980) each payday which shall include the worker piece-rate production records. The daily record of piece-rate production for crews paid on a crew basis shall be given to the appropriate steward, upon request. The Company shall provide the Union representative with a copy of the monthly report to the Robert F. Kennedy Farm Workers Medical Plan and the Juan De La Cruz Farmworkers Pension Fund, and a quarterly report of total hours worked and hours paid for the Robert F. Kennedy Farm Workers Medical Plan for each worker.

B. Union shall have the right, upon reasonable notice given to the Company, to examine time sheets, discipline records, work production, or other records that pertain to workers' compensation.

ARTICLE 28: INCOME TAX WITHHOLDING

The Company shall deduct Federal and State income tax in accordance with standard practices with scheduled deductions for workers agreeing in writing to such withholding. Such agreement shall be binding upon the worker during his employment with the Company for the balance of the calendar year and each calendar year thereafter, subject to his written revocation of his agreement prior to the start of each new calendar year.

ARTICLE 29: CREDIT UNION WITHHOLDING

Upon proper written authorization from a worker to the Company deductions, as provided for in such authorization, shall be made by the Company for the Farm Workers Credit Union, and such money and reports shall be forwarded on a monthly basis to that organization at P.O. Box 62, Keene, California 93531, or such other address as designated by the administrator of the Credit Union.

ARTICLE 30: ROBERT F. KENNEDY FARM WORKERS MEDICAL PLAN

A. The Company shall, commencing January 1, 1980, contribute to the Robert F. Kennedy Farm Workers Medical Plan $.34 per hour; commencing July 15, 1980, contribute $.36 per hour, and commencing July 15, 1981, contribute $.38 per hour for each hour worked by each worker, provided, however, that the Company shall make a guaranteed

eight (8) hour contribution per day for each piece-rate worker who completes his scheduled day of work.

B. In accordance with Article 33, the monies and a summary report shall be remitted to the Plan at such address as designated by the Administrator of the Plan.

C. In the event that the Company files in bankruptcy or Chapter 11 proceedings, it will notify the Plan of such action and shall list the Plan as a separate creditor qualified as a priority claim pursuant to the Bankruptcy Act. Notification to the Union or any of the other Plans or Funds shall not constitute compliance with this Article.

D. Union will provide the Company with the schedule of benefits provided for the workers at all locations. In or about July of each year, the Union shall provide the Company with copies of the following: (1) Actual Summary Plan description, (2) Annual Summary Report; (3) Notice of benefit changes. Furthermore, the Union will provide the Company with copies of all claims experience studies prepared for the Plan's trustees by its consultant, the Western Benefits Plan Consultants, Inc.

ARTICLE 31: JUAN DE LA CRUZ FARMWORKERS PENSION FUND

A. The Company shall, commencing January 1, 1980, contribute $.18 per hour; commencing July 15, 1980, contribute $.19 per hour; and commencing July 15, 1981, contribute $.20 per hour for each hour worked by each worker to the Juan De La Cruz Farmworkers Pension Fund.

B. Contributions to be made by the Company pursuant to this Article shall be deposited into and remain in an interest-bearing trust account until such time as a formal pension plan has been developed for farm workers by Union and the Internal Revenue Service has issued an advance determination that such plan meets the requirements of Part I, Subchapter D of Chapter 1 of the Internal Revenue Code of 1954. Upon receipt of a copy of such determination, Company shall promptly take all actions required to be performed by it in order to cause such impounded contributions to be transmitted to the Plan trustees.

C. In accordance with Article 33, the monies and a summary report shall be remitted to the Plan at such address as designated by the Administrator of the Plan.

D. In the event that the Company files in bankruptcy or Chapter 11 proceedings, it will notify the Fund of such action and will list the Fund as a separate creditor qualified as a priority claim pursuant to the Bankruptcy Act. Notification to the Union or any of

the other Plans or Funds shall not constitute compliance with this Article.

E. In or about July of each year, Union will provide Company with the Summary Annual Report and Summary of Plan Benefits reflecting changes in the benefits as required by ERISA.

ARTICLE 32: MARTIN LUTHER KING, JR. FARM WORKERS FUND

A. The Company shall, during the term of this Agreement, contribute to the Martin Luther King, Jr. Farm Workers Fund six cents (.06) per hour for each hour worked by all workers covered by this Agreement, commencing January 1, 1980. Expenditures or investments of contributions shall be solely restricted to those charitable and educational purposes for which federal tax exempt status has been granted to the Fund. The contributions shall not be expended to the detriment of the Company. The Martin Luther King, Jr. Farm Workers Fund shall obtain and maintain federal tax exemption and all contributions by the Company shall be deductible under the Internal Revenue Code.

B. In accordance with Article 33, the monies and a summary report shall be remitted to the Fund at such address as designated by the Administrator of the Fund.

C. In the event that the Company files in bankruptcy or Chapter 11 proceedings, it will notify the Martin Luther King, Jr. Farm Workers Fund of such action and will list the Fund as a separate creditor qualified as a priority claim pursuant to the Bankruptcy Act. Notification to Union or any of the other Plans or Funds shall not constitute compliance with this Article.

ARTICLE 33: REPORTING ON PAYROLL DEDUCTIONS AND FRINGE BENEFITS

A. SUBMISSION OF DUES AND REPORTS TO UNION

Withheld dues are to be submitted weekly.

A payroll report is to be submitted monthly covering the four to five payroll periods falling within the reporting month. The report shall be mailed, on or before the 20th day of each month. The report shall include the workers' names, social security numbers, payroll periods covered, gross wages, total hours worked per worker, total number of workers, and total amount of Union dues deducted within the reported month from each reported worker. Complete mailing directions and information for such report will be supplied by the Union.

In the event Company has no workers in its employ during any monthly payroll period, Company shall submit to the Union, on forms to be

provided by the Union, a statement to that effect. Said statements shall be mailed on or before the 20th day of the following calendar month.

Company understands and agrees that it shall be deemed delinquent with respect to the Union for any payroll month in which the dues are not submitted weekly and/or the monthly report, or the required statement that Company has no covered workers in its employ during each month, is not postmarked on or before the 20th day of the succeeding calendar month.

In the event Company decides to go out of business, merge or consolidate with another entity, sell or transfer its assets to another entity, or otherwise make a decision which will result in its ceasing to deduct dues, Company shall, in addition to any other requirements set forth in this Agreement, notify the Union headquarters in writing at least sixty (60) days in advance of the last day on which it will be reporting to the Union, of such business decisions.

In the event that Company files in bankruptcy or Chapter 11 proceedings, it will notify the Union of such action and shall list the Union as a separate creditor qualified as a priority claim pursuant to the Bankruptcy Act.

B. SUBMISSION OF REPORTS AND CONTRIBUTIONS TO FRINGE BENEFIT PLANS

All contributions due under this Agreement to the Robert F. Kennedy Farm Workers Medical Plan, the Juan De La Cruz Farmworkers Pension Fund and the Martin Luther King, Jr. Farm Workers Fund shall be remitted monthly. The contributions due said Fringe Benefit Plans each month shall be computed on the preceding monthly payroll periods for every worker covered by this Agreement. The monthly contributions due each Plan, for the preceding payroll month, together with a monthly summary report, shall be mailed, on or before the 20th day of each month, to each Plan's depository bank at the lock box address designated by each Plan Administrator. Company acknowledges receipt of the designated lock box address for each Plan and agrees that all reports, contributions, statements, notices of other communications required or provided for under this Agreement, shall be sent to such designated addresses, unless Company is notified in writing, by the Administrator of any Plan, of a change in such designated address.

The monthly summary reports shall cover the preceding payroll month for which contributions are being remitted and shall include, for each worker being reported, name, social security number, total hours worked, total hours reportable to each Plan if different than hours worked, total compensation paid and total contributions due each Plan. Said monthly reports shall also show total number of

workers reported, total compensation paid such workers, total hours worked by such workers, and total hours reportable to each Plan if different than hours worked, as well as total contributions being remitted to each Plan. Where Company is required by this Agreement to report to any Plan hours other than hours worked, and to contribute to such Plan for such other hours, the monthly report shall separately state, for each worker being reported, the total hours worked and the total hours reportable to each such Plan. Said reports shall be legible and, where feasible, shall list workers alphabetically or in ascending social security number order.

In the event Company has no workers in its employ during any monthly payroll period, Company shall submit to each Plan, on forms to be provided by Plans, a statement to that effect. Said statements shall be mailed on or before the 20th day of the following calendar month.

Where the Union report specified in Subsection A above contains all of the information required under this Subsection B, a copy of that report, mailed to each of the Plans at the times and places specified herein, shall constitute compliance with the monthly report requirements to the Plans.

Company understands and agrees that it shall be deemed delinquent, with respect to the Plans, for any payroll month in which the required contributions and monthly reports, or the required statement that Company had no covered workers in its employ during such month, is not postmarked on or before the 20th day of the succeeding calendar month.

In addition to the monthly summary reports specified above, Company shall also submit, on or before February 28th of each year, to the Juan De La Cruz Farmworkers Pension Fund, a report showing the total hours worked, in Connecting Noncovered Service, by each covered worker during the preceding calendar year. Said annual report shall show, for each worker who had one or more hours of Connecting Noncovered Service during the calendar year, such worker's name, social security number, and total hours of Connecting Noncovered Service for the year. "Connecting Noncovered Service" shall mean employment with the Company, which is not Covered Service under the Juan De La Cruz Farmworkers Pension Plan, but which immediately follows or precedes Covered Service with Company without an intervening quit, discharge or retirement, and which occurs while Company is obligated to contribute to the Pension Plan for workers in Covered Service.

Company shall not be entitled to any offsets, credits, refunds, deductions or other form of reimbursement in the event of an overpayment to any Plan except as herein provided. In the event Company discovers that it has made an overpayment to any Plan due to

a mistake of fact, Company shall promptly notify such Plan of that fact with specifics as to date or dates of the alleged overpayment(s), the mistake of fact responsible for such overpayment(s), and the amount(s) involved. The Company shall submit, together with such notice of the fact that it claims an overpayment was made, such amended monthly report or reports as may be required to correct the Plan's records. Provided Company so notifies Plan of each overpayment, due to a mistake of fact, within one (1) year of the date the overpayment was made, and provided such mistake of fact is demonstrated, Plan will either refund to Company the overpayment involved, or authorize Company to take an offset from current contributions due to recover its overpayment, as Plan shall specify or Company shall be entitled to pursue legal remedies for reimbursement; provided, however, that Plan shall be entitled to deduct, from any such authorized refund or offset, the data processing and computer costs incurred by Plan in correcting its records to reflect the adjusted data received from Company. Such data processing and computer costs incurred by any Plan as a result of Company's mistake of fact shall be deemed an additional obligation of Company to Plan under this Agreement. Company shall not be entitled to any refund, credit, offset, deduction or other form of reimbursement for any overpayment which is not discovered and reported to Plan within one (1) year of the date on which it was made.

The foregoing notwithstanding, minor clerical errors made in reporting and/or contributing to any Plan or Plans, which are discovered and properly reported (as hereinabove provided) to such Plan or Plans within thirty (30) days of the date on which any such error was made, shall not be subject to any data processing and/or computer costs and, where such error or errors result in an overpayment to any Plan or Plans, such overpayment may be corrected by means of an offset, in the amount of such overpayment, to be taken on Company's first succeeding monthly report to said Plan or Plans.

In the event Company decides to go out of business, merge or consolidate with another entity, sell or transfer its assets to another entity, or otherwise make a decision which will result in its ceasing to contribute to any Plan for the duration of this Agreement, Company shall, in addition to any other requirements set forth in this Agreement, notify each of the Plans, separately and in writing, at least sixty (60) days in advance of the last day on which it will be reporting and contributing to Plans, of such business decision.

The place of performance for the Company's obligations with respect to the Robert F. Kennedy Farm Workers Medical Plan and the Martin Luther King, Jr. Farm Workers Fund shall be the County of Los Angeles, California, and with respect to the Juan De La Cruz

Farmworkers Pension Fund, shall be the City and County of San Francisco, California.

ARTICLE 34: CAMP HOUSING

A. Assignment of available camp housing shall be on a Company-wide seniority basis. The Company agrees to maintain records on housing assignments and make such records available to the Union. There shall be no discrimination of assignments because of a worker's race, age, creed, color, religion, sex, political belief, national origin, language spoken, or union activity.

B. During the life of this Agreement, Company shall operate and maintain its camp housing in the same manner as before the execution of this Agreement. If the Company acquires additional housing, the rates to be charged shall be on a level not greater than current rates in the area for similar housing.

C. If any housing is condemned by any government authority, the Company shall not be required to furnish substitute housing. Nothing in this Article shall be construed as requiring the Company to supply or continue to supply housing for workers.

D. Camp boarding shall be operated on a non-profit basis. Camp housing shall be kept in a safe and clean condition.

ARTICLE 35: BULLETIN BOARDS

The Company will provide bulletin boards placed at such central locations as shall be mutually agreed, upon which the Union may post notices of Union business.

ARTICLE 36: FAMILY HOUSING

Company and the United Farm Workers of America, AFL-CIO, recognize that one of the most serious needs of farm workers, particularly migrant farm families who help produce food for the nation, is adequate family housing. It is mutually agreed by Company and Union that they will cooperate to encourage direct governmental action at the Federal, State and County levels to plan, finance and construct public housing in important agricultural locations.

ARTICLE 37: SUBCONTRACTING

The parties understand and agree that the hazards of agriculture are such that subcontracting may be necessary and proper. Subcontracting may be necessary in areas such as land leveling, custom land work, precision planting, agricultural chemicals and where specialized equipment not owned by the Company is required. It is also understood and agreed that the Company shall not subcontract to the

detriment of the Union or bargaining unit workers.

The parties agree that in the application of this Article the following guidelines may be used:

A. Subcontracting is permissible under this Agreement where workers in the bargaining unit covered by this Agreement do not have the skills to operate and maintain the equipment or perform the work of a specialized nature.

B. Subcontracting is permissible under this Agreement where the Company does not have the equipment to do the work being subcontracted. When Company does subcontract pursuant to the terms of this provision, any workers of the subcontractor who actually operate or maintain the equipment shall not be covered by the terms of this Agreement. However, any workers of the subcontractor, other than those who actually operate or maintain the equipment, who work on the subcontracted job shall be covered by the terms of this Agreement.

C. The Company will notify the Union in advance of any subcontracting

ARTICLE 38: GROWER-SHIPPER CONTRACTS

It is recognized by Company and Union that various types of legal entities are used by growers and shippers in the agricultural industry, including partnership, joint venture, and other legal contractual arrangements, in the growing, packing, harvesting and selling of agricultural crops. Neither the Company nor the Union shall prevent the Company from entering into these legal arrangements by any of the provisions of this Agreement, nor will the Company subvert the Union by entering into these legal arrangements. In addition, and whenever it is possible for the Company to perform the work of weeding, thinning or hoeing, the Company will do so, it being the intent to provide jobs for bargaining unit workers.

In the event the Company enters into a partnership, joint venture, or other legal contractual relationship with a grower and/or shipper for the growing, packing, harvesting or selling of a crop, Union agrees not to interfere with or prevent in any manner the growing, packing, harvesting or selling of any of the crops in which Company may have such an interest; provided such partnership, joint venture, or other legal contractual relationship was entered into by Company prior to any economic action by Union against any other party to the partnership, joint venture, or other legal contractual relationship, and it is understood the filing of a petition under the Agricultural Labor Relations Act does not constitute interference under this paragraph.

The protections given by Union to Company under the provisions of this Article shall not be operative for a period in excess of the crop year or twelve (12) months, whichever is less, or in the event there are economic or other sanctions by the Union against any party to the partnership, joint venture or other legal contractual relationship at the time of entry thereof.

ARTICLE 39: LOCATION OF COMPANY OPERATIONS

The Company shall provide the Union, upon request, the exact locations of the Company's agricultural operations for use by Union representatives pursuant to Article 7 of this Agreement, Right of Access.

ARTICLE 40: MODIFICATION

No provision or term of this Agreement may be amended, modified, changed, altered, or waived except by written document executed by the parties hereto.

ARTICLE 41: SAVINGS CLAUSE

In the event any portion of this Agreement shall become ineffective as the result of any applicable local, state or federal law, only that portion of this Agreement so affected shall be ineffective, in no event shall the fact that a portion of this Agreement be not applicable or illegal in accordance with such laws render the remainder of this Agreement ineffective or work a termination.

ARTICLE 42: SUCCESSOR CLAUSE

This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns. Successors and assigns for the purpose of this Article applies to a sale or other transfer of the business and ownership of the Company. A sale of assets, either in whole or in part, which does not involve continuation of the workers of the Company to operate such sold or transferred business or assets shall not be subject to the provisions of this Article.

By this Article, the parties seek to define contractual rights and do not waive any statutory rights.

ARTICLE 43: LABOR MANAGEMENT RELATIONS COMMITTEE

A. The Company and the Union shall establish a Labor-Management Relations Committee. The purpose of the Committee shall be to consider any matter affecting the relations between the Company and the Union and the workers which is not properly the subject of a

grievance.

B. The Committee shall be composed of three (3) persons designated by the Company and three (3) workers selected by the Union. In addition, the President of the Company and the President of the Union, or their designees, shall attend the meetings.

The Committee shall meet once a month or more frequently if agreed to by the parties. Workers shall be paid for all time spent in Committee meetings.

ARTICLE 44: DELINQUENCIES

A. Notwithstanding anything herein contained, the failure of Company to make the necessary payments as provided in Article 2 (Union Security), Article 30 (Robert F. Kennedy Farm Workers Medical Plan) Article 31, (Juan De La Cruz Farmworkers Pension Fund), Article 32 (Martin Luther King, Jr. Farm Workers Fund), and Paragraph F of Article 24 (Holidays), shall give the Union or the workers the right, after the Union has given five (5) days' written notice, excluding Saturdays, Sundays, and Holidays, to the Company, to take any legal or economic action the Union sees fit against the Company to force compliance.

B. Whether or not such action is taken the Company shall be liable to the workers for any and all benefits as set forth in Paragraph A above that the workers would have received if the Company had not been delinquent in making the payments.

ARTICLE 45: COST OF LIVING ALLOWANCE

A. Cost-of-Living Allowance shall apply to all workers herein covered under this Agreement.

The Cost-of-Living adjustments herein provided shall be based on the Consumer Price Index-United States City Average for Urban Wage Earners and Clerical Workers (1967 = 100), published by the Bureau of Labor Statistics hereinafter referred to as the CPI.

B. In the event that the CPI in May, 1980, shall exceed an increase of five percent (5%) over the CPI in May, 1979, a Cost-of-Living Allowance of one cent (.01) per hour shall be paid for each six-tenths (.6) of a point increment in the CPI over and above the five percent (5%) increase in the CPI. Any adjustment due under the above formula shall be effective July 15, 1980.

C. In the event that the CPI in May, 1981, shall exceed an increase of five percent (5%) over the CPI in May, 1980, a Cost-of-Living Allowance of one cent (.01) per hour shall be paid for each six-tenths (.6) of a point increment in the CPI over and above the

five percent (5%) increase in the CPI. Any adjustment due under the above formula shall be effective July 15, 1981.

D. Such Cost-of-Living adjustments shall be added into the current rate of pay paid for all hours, wages and related benefits for which workers receive pay from the Company, such as overtime, vacations and holidays. The amount of the adjustment shall be paid in addition to wages earned, and to the extent which computer capabilities permit such adjustment shall be shown on the worker's check stub, i.e., WAGES --- COLA --- TOTAL.

E. The Cost-of-Living Allowances are dependent upon the availability of the Bureau of Labor Statistics' CPI in its present form and calculated on the same basis of the CPI. In the event the Bureau of Labor Statistics changes the form or the basis of calculating the CPI the Company and the Union agree to request the Bureau to make available, for the life of this Agreement, a CPI in its present form and calculated on the basis of the Index for May, 1979.

F. The maximum amount of increase due under any of the annual adjustments provided for in this section shall not exceed twenty-five cents ($.25) per hour.

ARTICLE 46: UNION REPRESENTATIVES

A. It is mutually agreed that the prompt adjustment of grievances and the proper administration of the contract is desirable in the interests of sound relations between the workers and the Company. The prompt and fair disposition of grievances and the proper administration of the contract involves important and equal obligations and responsibilities of each party to protect and preserve the grievance procedure and the contract as an orderly means of resolving legitimate grievances and other problems between the parties.

To carry out these goals and for the purpose of operating under this Agreement, the workers shall be entitled to representatives on Company time in accordance with the following provisions.

B. The Union shall designate full-time Union representatives who shall be recognized by the Company as the official representatives of the Union, and who shall be compensated by the Company while performing their duties pursuant to this Article at the rate which they would have received had they worked at their regular job classifications. Union representatives shall so conduct their affairs so that no overtime work shall be performed; grievance meetings are to be normally held after working hours.

C. The Union shall be entitled to one (1) full-time Union

representative.

D. All Union representatives provided for in this Article shall have been in the regular employ of the Company, or on an approved leave of absence, for at least one (1) year immediately preceding their designation to such position, unless a worker of at least one year's service is not available.

E. The Union representatives shall have the authority to adjust grievances on the Union's behalf and to administer the contract. The Union representatives shall not have authority to represent or speak for the Company on any matter. The Union representatives shall not be paid for time spent in arbitration proceedings.

F. The Union shall designate an alternate among workers who shall act in the place of each regular Union representative if he is unable to perform his duties. The Union will furnish Company with the names of the Union representatives and their alternates.

G. The Union representative shall be deemed to be active workers of the Company for the purpose of applying all benefit programs provided for under this Agreement, and it is agreed that such worker shall be covered by all other terms of this Agreement.

H. The Company shall not interfere with or hinder any Union representative in the performance of his or her duties. The Union representative shall not unnecessarily interfere with the Company's operation or the direction of the work force by the supervisors.

ARTICLE 47: INJURY ON THE JOB

Whenever a worker is injured on the job and is unable to work for ten (10) consecutive work days as a result of such injury, the Company agrees to compensate loss of time up to three (3) full days' wages or average earnings for days and hours of disability not covered by Workmen's Compensation; provided, however, a worker who is injured on the job shall be compensated for what he would have earned for the balance of the day of the injury.

ARTICLE 48: DURATION OF AGREEMENT

This Agreement shall be in full force and effect from December 19, 1979 to and including August 31, 1982. This Agreement shall automatically renew itself upon expiration of this Agreement unless either of the parties shall have given notice in writing to the other party sixty (60) days prior to the expiration, requesting negotiations for a new Agreement, together with thirty (30) days prior written notice to the State Conciliation Service. During this sixty (60) day period all terms and conditions of this contract shall remain in full force and effect.

This Agreement and Supplemental Agreements attached hereto are executed this 13 day of May, 1980.

ADMIRAL PACKING

By Paul Fleming

UNITED FARM WORKERS OF AMERICA

By Cesar E. Chavez
Adolfo B Arias
Olivaros Vigil
Salvador Valdovinos
Ann Smith
Jose Renteria
Miguel L. Garcio

APPENDIX "A"

	DATE OF SIGNING	JULY 15 1980	JULY 15 1981
Tractor subforemen	6.30	6.65	6.90
Heavy Equipment Operator	6.20	6.57	6.87
Tractor "A"	6.10	6.47	6.77
Tractor "B"	6.00	6.35	6.60
Water Truck	6.00	6.35	6.60
Irrigator subforeman	5.30	5.70	6.00
Irrigator	5.10	5.50	5.80
Thin & Hoe	5.00	5.40	5.70
General Labor	5.00	5.40	5.70
Conventional ground pack			
-24's	.75	.79	.82
-30's	.82	.86	.89
Waterboy	5.10	5.50	5.80
Windrower	5.00	5.40	5.70

JOB DESCRIPTIONS

TRACTOR SUB-FOREMAN (LEADMAN)

Assigns specific tasks to tractor drivers, assisting drivers in setting up equipment and making necessary adjustments. Trains and instructs worker in driving tractors. Responsible to assure that work is performed in a manner so that established quality control objectives are achieved. When requested, he records workers' time. May drive Company pickup truck in performance of his work. Performs tractor work normally performed by workers and may be required to

substitute for supervising foreman when he is not available. Reports to a supervising foreman for hiring, firing or discipline.

HEAVY EQUIPMENT OPERATOR

Includes operation of motor graders, bulldozers, back hoes, carryalls, and similar heavy earth moving when such machines are used in building or restructuring fields, including such activities as pond and/or swamp drainage areas, or dike and levee building.

TRACTOR OPERATOR "A"

Precision planting, precision application of agricultural chemicals, precision boarder driving, motor grading in building roads and building ditches, listing and operation of D-5 or larger-sized caterpillars. An employee so classified shall receive the rate of the classification for all time worked, including time, if any, in a classification carrying a lesser rate of pay. Operator may be required to make minor equipment adjustments and routine maintenance on equipment.

TRACTOR OPERATOR "B" AND MISCELLANEOUS EQUIPMENT OPERATOR

Includes all other tractor operations and equipment operators except for those activities listed in classification Tractor Operator "A" or other tractor driver classifications. When an employee is required to perform any task covered by a higher rated job, except for minor equipment adjustments and routine maintenance, during the course of a work day, he shall be paid at the rate of the higher rated job, for the time worked on such job on such day.

WATER TRUCK DRIVER

Classification covers driving of truck equipped with a permanently mounted water tank; driver as directed will water dirt roads on the ranch; and may entail driving on public highways.

Operator may make minor adjustments. Operator required to have a state driver's license.

IRRIGATION SUB-FOREMAN (LEADMAN)

Works as leadman with irrigation crew. Assigns specific tasks to workers and assists in training new workers. May drive Company pickup truck in pulling pipe trailers. When requested, he records workers' time.

Performs manual work normally performed by irrigation workers. May be required to substitue for supervising foreman when he is not available.

Reports to supervising foreman for hiring, firing and discipline.

IRRIGATOR

Installs, moves and services the appropriate irrigation systems for the distribution of water to the farming operations as directed by the Company.

THIN AND HOE

Using the appropriate equipment and method, workers will remove excess plant growth in accordance with the instructions of the Company. Company shall not require the use of the short handled hoe.

LETTUCE CONVENTIONAL GROUND PACK

Cutters and Packers - Includes cutting lettuce, trimming same, placing heads into cartons previously built up.

Closer - Applies clamp, folds flaps and secures flaps by stapling or gluing.

Loader - Places closed cartons on appropriate vehicle. Windrowing is subject to agreement between Company and Union. Transfers empty cartons from hauler to stitcher.

Waterboy - Water is sprayed or brushed on lettuce before packed carton is closed. Includes minimum housecleaning of bus and field and helping in serving of food.

1. The Company will continue its past practice of paying each waterboy two (2) extra hours' pay each day of work.

SUPPLEMENTAL AGREEMENT NO. 1

ADMIRAL PACKING COMPANY

1. Loaders or other members of the lettuce ground crew including the water boy will not be required to windrow. However, it is understood by mutual agreement the classification of water boy may include windrowing in his duties.

2. When an extra person is present in a lettuce ground crew, he will cut and pack a single bed and will not assist other trios in the crew. When two cutter-packers (a dueto) are present in a lettuce ground crew, they will work together and cut and pack two beds of their own. They will not work in beds being cut and packed by another trio.

3. The Company will take the necessary steps to insure that drinking water is provided for the loaders after the crew leaves the

field or when the loaders are a substantial distance from the crew.

4. Trios will cut and pack four beds, except in extraordinary situations as in the completion of the field, or in the corner of a field.

5. The Company agrees with the closers that the marks that presently exist on the flaps of the lettuce box will remain and shall be used as a guide for the closers for determining placement of the staples when closing the box.

6. Company through its foremen will take adequate precautions to safeguard the workers' safety when high winds exist.

7. Company will make every effort to have buses drop off and pick up workers as close as possible to the area where work will begin and end.

8. Company agrees to provide covered transportation for lettuce loaders from the fields in all areas.

9. Company will issue regular pay checks to workers each week on Friday in all areas.

10. When consistent with Company operations, taking into consideration present condition of fields and future use of fields, Company, wherever possible, will permit trucks to cross furrows to expedite the loading of trucks.

11. When buying new trailers for field to shed, Company will make every effort to purchase trailers with beds that have approximately the same height from the ground as the present field to shed hauling trucks.

12. When packing 7306 cartons, Company will provide a frame to assist the closer, similar to the frame used in the flat pack.

13. The crew agrees to pack specials to top off the first truck of the day.

SUPPLEMENT #1

ARTICLE 4 SENIORITY

ADMIRAL PACKING COMPANY

INTRODUCTION

The Seniority system agreed to herein represents a mutual effort by the Company and the United Farm Workers of America, AFL-CIO, to develop a system that:

(1) Gives maximum value and desirability to the attainment and protection of seniority status within the Company; thereby promoting stability and responsibility;

(2) Gives maximum opportunity to the worker with greater length of service to the Company to be secure in his job, to earn a stable income, to qualify for Contract benefits, and to improve his income and/or job satisfaction through promotions; and

(3) Ends the remnants of management favoritism and arbitrariness, and eliminates the worker's casual attitude towards his job: problems which have carried over from the days prior to

unionization and the establishment of a collective bargaining relationship.

Furthermore, in recognition of the nature of agricultural operations which requires a common sense and flexible approach to unforeseen situations, the Company and the Union agree to use the specific provisions of this Agreement and the spirit in which they were developed as a guideline in the resolution of any such problems related to the seniority system which may arise during the term of this Agreement.

A. DEFINITIONS OF SENIORITY

The seniority system set forth herein encompasses the principles of (1) Company seniority; (2) Area seniority; and (3) Classification seniority.

(1) Company seniority is defined as a worker's total length of continuous service with the Company beginning from his original date of hire or re-hire.

(2) Area seniority is defined as a worker's total length of continuous service in any area of the Company's operations which has been designated as a separate seniority area, beginning from his date of entry into the area.

(3) Classification seniority is defined as a worker's total length of continuous service within a job classification which has been designated as a separate classification for purposes of acquiring and losing seniority, beginning from his date of entry into the classification.

Seniority shall be acquired 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, nor a break in another classification and/or area where the worker has acquired seniority until seniority is broken in that classification and/or area except for just cause. A worker shall maintain his Company seniority until all classification seniority has been broken in all areas.

Each Company shall maintain the appropriate classification and area or Company-wide seniority lists as specified, as well as a Master List of all workers in order of Company seniority date.

ADMIRAL PACKING COMPANY shall maintain the appropriate classification seniority lists, the appropriate area seniority lists, and Company-wide seniority lists for all classifications, and a Master List of all workers.

B. HOW TO ADMINISTER SENIORITY LISTS

The Company shall maintain a Master List of all workers which includes the worker's name, social security number, and original date of hire or re-hire. The Company shall submit an up-dated Master List to the address designated by the Union, each three (3) months, when working.

The Company shall maintain all seniority lists by classification in order of seniority within the classification, and by area for each classification for which separate area seniority has been established. All seniority lists shall include the worker's name, social security number, classification seniority date, area seniority date (where applicable), and Company seniority date.

For those classifications of work which operate on a year-round basis, a seniority list by area (where applicable) shall be prepared, submitted to the appropriate local Union office, and posted on all Company bulletin boards in the area where the classification works, each three (3) months.

For those classifications which work on a seasonal basis, a seniority list by area (where applicable) shall be prepared, submitted to the appropriate local Union office, and posted on all Company bulletin boards in the area where the classification is scheduled to begin work, at least two (2) weeks before the classification begins work, again at the middle of the season during which the classification is at work, and again one (1) week before the classification is laid off at the end of the season.

1. DISPUTES

If a question arises concerning the accuracy of the lists the Union and the Company shall attempt to resolve the dispute as expeditiously as possible, in accordance with the Grievance and Arbitration Procedure set forth herein. Disputes which are not resolved in Step Two of the Grievance and Arbitration Procedure, shall be submitted to Expedited Arbitration. The Company's financial liability for any inaccuracies in the seniority lists shall run from one day after the date on which a worker notifies the Company that he challenges the accuracy of the list, provided, however, that the lists have been prepared, posted and sent to the Union in accordance with the time periods specified herein.

2. SAME DAY HIRES

WORKERS HIRED PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT.

In the event that more than one worker was hired into a classification on the same day, and such workers were hired prior to

the effective date of this Agreement, the seniority order shall be established on the basis of social security number, with the worker having the lowest four digits of his Social Security Number being placed in the highest seniority position on the classification seniority list.

WORKERS HIRED AFTER THE EFFECTIVE DATE OF THIS AGREEMENT.

The seniority order for workers hired into a classification on the same day after the effective date of this Agreement, shall be established on the basis of social security number, with the worker having the lowest last four digits of his Social Security Number being placed in the highest seniority position on the classification seniority list.

3. FIRST LISTS

The Company shall provide the Union with the seniority lists for all classifications on an area or Company wide basis as specified, and, thereafter, in accordance with the time limits specified above. The seniority date of any worker which has been grieved in the past and either lost or withdrawn shall be barred from future grievance claims after the signing of this Agreement.

C. HOW TO RECALL SENIORITY WORKERS

For purposes of recalling seniority workers to work from layoff, the Company shall use the following procedure:

(1) The Company shall give each worker in writing at the time of layoff, the approximate date when he will be re-employed if the layoff is to exceed 30 days.

(2) The Company shall request and the worker shall supply at the time of layoff, the exact address where he wishes to receive a written notice of recall; and, thereafter, the worker shall be responsible for notifying the Company in writing of any change in such address.

(3) Approximately two (2) weeks before the classification on layoff is scheduled to begin work, the Company shall send by first class mail, a postcard or letter to the address supplied by each worker on layoff within the classification, advising him of the estimated date on which his classification will begin work. The Company shall send such written notice of recall to the number of workers within the classification it estimates it will need to employ on the date specified on the recall notice, beginning in order of highest seniority within the classification. The postcard or letter shall advise the worker that the exact date on which work will begin may be obtained by phoning the Company office at _____, or

by phoning the Union office at _____; or by checking the Company and/or Union bulletin boards located at _____, or other locations agreed to by the Company and the Union. The postcard or letter shall further advise the worker that if he is unable to report to work on the date specified, he should inform BOTH the Company at (address), and the Union at (address), in writing; and that his failure to report or to advise may result in his loss of seniority in accordance with Article 4 of the Collective Bargaining Agreement between the Company and the Union.

(4) The Company shall provide the Union, in writing, the names, social security numbers, and job classifications of all workers to whom recall notices were sent.

(5) The Company shall notify the Union of the exact starting date of the work as soon as possible in advance, but no less than twenty-four (24) hours in advance of the exact date on which work is scheduled to begin.

(6) The Company shall post written notice at the locations agreed to between the Company and the Union, of the exact starting date of the work as soon as possible in advance, but no less than twenty-four (24) hours in advance of the exact date on which work is scheduled to begin.

(7) The Company shall make available to the Union, at the Union's request, any notices of recall that have been returned with Postal Office notice of non-delivery; and, further, will make available to the Union, upon request, any written explanation received from a worker related to his failure to report or delay in reporting on the date specified.

(8) During the operating season, when a layoff occurs within a classification of work that is temporary (30 days or less) and the worker has been given a specific "report back" date, no written notice of recall shall be required.

(9) The Company and the Union may agree to other methods of recall notification in addition to those specified herein.

D. THE ORDER OF RECALL OF SENIORITY WORKERS

The Company shall recall workers to work from layoff in order of the highest seniority within the classification being recalled, within the appropriate area of operations if separate area seniority has been established for the classification being recalled.

E. HOW TO FORM CREWS

In those operations within the Company for which the workforce is

organized into crews, the crews shall be formed on the basis of highest seniority within the appropriate classifications related to the operation.

EXAMPLE #1: LETTUCE GROUND CREWS

Company X intends to operate three (3) lettuce ground crews. The seniority list for the cutter-packer classification includes one hundred (100) workers in order of their seniority within the classification, the seniority list for the closer classification includes ten (10) workers in order of their seniority within the classification; the seniority list for the loader classification includes ten (10) workers in order of their seniority within the loader classification; and, the seniority list for the waterboy classification includes eight (8) workers in order of their seniority within the classification.

The Company would, therefore, assign the top twenty-seven cutter-packers (#1-27), the top three seniorit closers (#1-3), the top three seniority loaders (#1-3), and the top two seniority waterboys (#1-2) to CREW #1; the next twenty-seven highest seniority cutter-packers (#28-54), the next three highest seniority closers (#4-6) and loaders (#4-6), and the next two highest seniority waterboys (#3-4) to CREW #2; and, the next twenty-seven highest seniority cutter-packers (#55-81), the next three highest seniority closers (#7-9) and loaders (#7-9), and the next two highest seniority waterboys (#5-6) to CREW #3.

The remaining nineteen low seniority cutter-packers (#82-100), one closer (#10), one loader (#10) and two waterboys (#7-8) would continue on layoff status and would be recalled and assigned to the lowest seniority crew as vacancies open up in their respective classifications.

This same procedure shall apply in the formation of lettuce wrap machine crews, celery crews, broccoli crews, cauliflower crews, transplant crews, thin and hoe crews, any other operations within the Company for which the workforce is orga' ed into crews, with the appropriate classifications related to the operation being recalled and assigned to their crews on the same basis as described above for lettuce ground crews.

1. WORKERS WITH SERVICE IN MORE THAN ONE CLASSIFICATION

Any crew re-organization required by the seniority provisions contained in this Section D, shall be made on the effective date of this Agreement.

Any worker who has years of service with the Company in more than one classification related to the same crop operation, may choose to

assert the years of service in his former classification for puposes of his crew assignment; and shall retain his years of service in the other classification for purposes of future recall to that classification in the event an additional crew is established or a vacancy is created in an existing crew.

In the event a worker chooses to assert the seniority of his former classification for purposes of crew assignment, his actual years of service within the classification shall be counted for purposes of his placement on the seniority list within that classification; and, his total years of service in the other classification shall apply for purposes of determining his future recall rights to that classification. The worker's Company seniority shall continue to accrue and be counted for all other purposes, such as vacation benefits and future promotions.

EXAMPLE #2: WORKER WITH YEARS OF SERVICE AS CUTTER AND LOADER

Company X from EXAMPLE #1 above has announced its intention to operate three (3) lettuce ground crews. Loader #10 in EXAMPLE #1 is the lowest seniority loader within the loader classification, and, therefore, does not have sufficient seniority as a loader to secure an assignment to any of the three ground crews. Loader #10, however, had worked for the Company as a cutter-packer for six (6) years prior to filling a job vacancy as a loader. He has worked as a loader for only one (1) year.

Loader #10 has the option of either (1) asserting his six years of service as a cutter-packer for purposes of assignment to a higher seniority crew as a CUTTER-PACKER, or, (2) continuing on layoff status within his classification as a loader until a vacancy is created. If Loader #10 chooses the first option, he shall be assigned to his crew as a cutter-packer on the basis of six years seniority within the cutter-packer classification; and shall retain his one year seniority within the loader classification for purposes of future recall.

F. ASSIGNMENT OF WORK

Using the appropriate "normal work day" and "normal work week" for each classification or crop operation as specified in Article 19 herein, as a guideline, the Company shall call to work the necessary number of workers or crews to meet the work requirements on any given day. Where more than one (1) crew is needed to meet the Company's work requirements on any given day, the available work shall be distributed equally between or among the crews called.

1. BAD AND LOW YIELD FIELDS

The assignment of piece-rate crews to work in bad fields or low

y - d fields shall be made on a rotating basis between or among the crews called to work. If a higher seniority crew is assigned to a field which is condemned by an Inspector, and the Company does not have another field available for harvesting, the crew shall be guaranteed four (4) hours of pay, but shall not be entitled to bump a lower seniority crew harvesting in another field.

2. IRRIGATION WORK

The opportunity to perform furrow irrigation work, as well as the opportunities to drive the tractor or truck for hauling sprinkler pipe and to drive any Company pick-ups available to the irrigators, shall be offered on the basis of highest seniority within the irrigator classification if qualified to do the job. The decision to accept such work opportunities shall be voluntary.

The opportunity to work hours in excess of the "normal work day" and "normal work week", whether or not an overtime premium is paid for such hours, shall be offered on the basis of highest seniority within the irrigator classification.

The Company shall continue its past practice with respect to off-season work for irrigators.

3. OVERTIME AND HOLIDAY WORK

The opportunity to work scheduled overtime and on holidays, when the Company requires such work, shall be offered in order of highest seniority within the classification which the Company requires to work.

4. OTHER WORK PREFERENCES

The Appendices which may be included herein may specify additional work preferences within a particular job or crop operation performed by the Company.

G. WORK OPPORTUNITIES

In order to avail himself of the work opportunities which may arise within the Company, a worker may make one or more of the following moves:

(1) An upward move out of one job or crop operation into another. For example, an irrigator fills a vacancy as a tractor driver; or a tractor driver fills a vacancy as a shop mechanic.

(2) An upward move within the job or crop operation in which he has acquired seniority. For example, a cauliflower cutter fills a vacancy as a trailer puller in the cauliflower harvest; a lettuce cutter-packer fills a vacancy as a loader, a shop mechanic fills a

vacancy as a transplant machine operator; a sprinkler irrigator fills a vacancy as a furrow irrigator, or a broccoli cutter fills a vacancy as a Field Serviceman.

(3) A lateral move out of one job or crop operation into another. For example, a cauliflower cutter working by the hour fills a vacancy as a broccoli cutter working by piece-rate, a thin and hoe worker fills a vacancy in the transplant crew or in a lettuce wrap machine crew; a lettuce cutter-packer fills a vacancy as an anise cutter; a spinach cutter-packer fills a vacancy as a mixed lettuce cutter-packer; a thin and hoe worker fills a vacancy as a waterboy in a lettuce ground crew; or a lettuce wrap machine cutter fills a vacancy as a lettuce ground crew cutter-packer. Once a worker has made a lateral move out of one job or crop operation into another and has acquired seniority in the new job or crop operation, he would be eligible for first preference in making the upward moves within a job or crop operation as described in (2) above. A worker may make a lateral move while he is actively employed within another job or crop operation within the Company or while he is on layoff status in his own job classification.

(4) A move made to establish seniority in a job or crop operation in an area of the Company's operations where the worker does not have seniority. For example, a lettuce ground crew closer with area seniority only in Salinas fills a vacancy as a lettuce cutter-packer in the Imperial Valley operation, or a celery loader with area seniority only in Oxnard fills a vacancy as a celery cutter in Salinas. (PENDING: The order of preference for filling vacancies in those Companies where separate seniority areas have been established.)

1. POSTING PROCEDURE AND WAITING LISTS

A. The specific procedure for posting and filling a permanent vacancy in an hourly paid job with a rate higher than general labor, as in the examples described in (1) Section G, is set forth in Article 4 of this Agreement. The first preference for bidding on vacancies in the mechanic, tractor driver and irrigator classifications shall be given to workers within those classifications before the bidding is open Company-wide.

B. The opportunity to fill a permanent vacancy within a job or crop operation, as in the examples described in (2) Section G, shall be offered on the basis of highest seniority within the job or crop operation where the vacancy exists; and the posting procedure set forth in Article 4 of this Agreement shall apply in filling the vacancy.

C. The opportunity to fill a permanent vacancy within a job or crop operation or area, as in the examples described in (3) Section G and (4) Section G, shall be offered to the highest seniority worker in the Company who indicates his desire to make such a lateral or

change of area move. For this purpose, and also for the purpose of extending the job promotion opportunities described in (1) Section G, to the entire workforce, the Company shall maintain waiting lists for each job and crop operation within the Company and for each area of Company operations, if separate seniority areas have been designated. Any worker desiring consideration for a job vacancy which might arise within the Company may sign his name, social security number, current job classification, and Company seniority date, on the appropriate waiting list. If a worker is on layoff status when he signs a waiting list, he shall provide the Company with a means of communicating with him when a vacancy arises. If a vacancy arises within a job or crop operation and the procedures for filling a vacancy within a job or crop operation as set forth in A. and B. above have been exhausted, the opportunity to fill such a vacancy shall be given to the worker with the highest Company seniority who signed the waiting list. Such worker shall be given three (3) work days from the time of notification to report to work if on layoff at the time the vacancy arises, and two (2) work days from the time of notification to report to work if working in another classification within the Company at the time the vacancy arises.

On the first day of each month, and whenever requested, the Company shall provide the Union with an up-dated copy of any waiting lists for a job, crop operation or area, on which workers have signed their names; and the Company shall provide the Union steward in the job or crop operation for which workers have applied, with an updated copy of the applicable waiting list whenever new signatures are added. The Union and the appropriate Union steward shall be notified in advance whenever the Company intends to hire from a waiting list.

EXAMPLE #4: <u>WAITING LIST FOR LETTUCE GROUND CREWS</u>

Company Z maintains a waiting list for its lettuce ground crews. Worker A is a lettuce wrap machine loader who signed the waiting list for both the cutter-packer and loader classifications in the lettuce ground crews; and Worker B is a cauliflower cutter who signed the waiting list for the cutter-packer classification in the lettuce ground crews.

Worker A has a Company seniority date of May 1, 1976, and signed the w ing list on December 1, 1978. Worker B has a Company seniority date of January 15, 1978, and signed the waiting list on November 10, 1978. Company Z has a vacancy for a loader and a vacancy for a cutter-packer, both in Ground Crew #3. Worker A would be given the opportunity to fill the vacancy as a loader ONLY if the vacancy could not be filled by any lettuce ground crew seniority worker. Assuming the loader vacancy is filled from within the lettuce ground crews, then Worker A would be given the opportunity to fill the

vacancy as a cutter-packer because Worker A has greater Company seniority than Worker B, even though Worker B signed the waiting list before Worker A.

D. The Company shall post on all Company bulletin boards and shall provide the Union with the name(s) of any worker(s) who has successfully bid a job or crop operation or area vacancy, whether through the posting or waiting list procedure.

H. HOW TO FILL TEMPORARY VACANCIES (UP TO 30 DAYS)

When a temporary vacancy arises in a job classification due to a worker's short-term absence, the opportunity to fill the vacancy shall be offered on the basis of highest seniority within the job crop operation where the vacancy exists. For example, the opportunity to fill a temporary vacancy in the classification of cauliflower trailer puller shall be offered to the cauliflower cutters in order of highest seniority, or, the opportunity to fill a temporary vacancy as a lettuce ground crew loader shall be offered on the basis of highest seniority in the lettuce ground crew where the vacancy exists. Once the opportunity to fill a temporary vacancy has been offered to all seniority workers within the job or crop operation where the vacancy exists, the worker who avails himself of the opportunity to fill the temporary vacancy shall attain the status of "alternate" for the job classification temporarily filled, and shall have the first opportunity to fill the same job vacancy on a temporary basis in the future. If the opportunity to attain the status of an "alternate" for a job classification is offered at a time when not all the seniority workers within the job or crop operation to which the vacancy relates are working or advised of the opportunity, the "alternate's" position must remain temporary until the opportunity has been offered to such additional seniority workers.

A worker who fills a vacancy temporarily shall not lose his seniority in his regular classification, and shall not establish a seniority date within the classification to which he is assigned temporarily unless and until the vacancy becomes permanent.

I. HOW TO FILL PERMANENT VACANCIES

When a permanent vacancy arises in a job classification, the posting and waiting list procedures described on in Section G shall apply. If a permanent vacancy arises in a job classification for which there is an "alternate" who has filled the vacancy on a temporary basis in the past, as described in H. above, the alternate shall have the first opportunity to fill the permanent vacancy; and if there is more than one alternate for the job classification in which the vacancy exists, the alternate with greater length of service as an "alternate" in this job classification shall have the first

preference to fill the permanent vacancy.

EXAMPLE #5: PERMANENT VACANCY FOR LETTUCE GROUND CREW CLOSER

Company X operates three lettuce ground crews. A permanent vacancy for a closer arises in Ground Crew #1. The highest seniority closer from Crew #2 moves to Crew #1, and the highest seniority closer from Crew #3 moves to Crew #2, thereby creating a permanent vacancy for a closer in Crew #3. Each of the three ground crews has an "alternate" closer. The alternate in Crew #1 has a Company seniority date of 1970, and has been an alternate closer for 3 years, the alternate in Crew #2 has a Company seniority date of 1974, and has been an alternate closer for 4 years, and the alternate in Crew #3 has a Company seniority date of 1976, and has been an alternate closer for 2 years. The alternate closer from Crew #2 is entitled to first preference in filling the permanent closer vacancy in Crew #3 because he has the greatest length of service as an alternate closer even though he has less Company seniority than the alternate closer in Crew #1.

J. RIGHTS OF A WORKER WHO CHANGES JOB CLASSIFICATION

A worker who accepts a promotion upward and out of his job or crop operation--as in the example of an irrigator who fills a permanent vacancy as a tractor driver, or a worker who makes a lateral move from one job or crop operation into another, as in the example of the hourly cauliflower cutter who fills a permanent vacancy as a piece-rate broccoli cutter--shall establish a date of entry seniority in the new classification to which he moves, and shall maintain his seniority in his former classification for a period of four (4) weeks. If during this four (4) week period, the worker is unable to perform the work required in the new classification or does not want to continue in the new classification, he may return to his former classification with his full classification seniority.

Whether a worker chooses to remain in the new job classification where he has filled a permanent vacancy and established a new classification seniority date, or chooses to return to his former classification with his full classification seniority, he retains his Company seniority date for all other purposes, such as vacation eligibility and future work opportunities within the Company.

A worker who accepts a promotion upward within the job or crop operation in which he has acquired seniority in order to fill a permanent vacancy in a classification within his job or crop operation--as in the example of the lettuce cutter-packer who fills a permanent vacancy as a loader or the cauliflower cutter who fills a permanent vacancy as a trailer puller--shall establish a date of entry seniority in the new classification and shall maintain his seniority in his former classification.

(PENDING: The effect of maintenance of seniority in more than one classification (1) at the start of the season; (2) in the event of a layoff during the season, and (3) at the end of the season)

A worker who fills a temporary or permanent vacancy in a job or crop operation while on layoff from the job or crop operation in which he has acquired seniority--as in the example of the lettuce cutter-packer who fills a permanent vacancy as a celery cutter--shall establish a date of entry seniority in the classification in which he is filling a vacancy; and shall maintain his recall rights in the job classification in which he has acquired seniority when work begins or increases in that classification. A worker may choose to remain in the new classification in which he is filling a permanent vacancy, and not respond to the recall in his former classification, and, in this case, he would continue to accrue seniority in the new classification beginning from his date of entry and would lose his seniority in his former classification after 30 days. The worker, however, would retain his Company seniority date for all other purposes, such as vacation qualification and future work opportunities within the Company.

(PENDING: The options of a worker in the event of a permanent elimination of his job classification within his area or in the event of a permanent elimination of his area, in those cases where the worker displaced has years of service in another job classification within the Company, and in those cases where the worker displaced has only his years of service within the classification being reduced or permanently eliminated.)

K. THE ORDER OF LAYOFF OF SENIORITY WORKERS

The Company shall layoff workers in order of their lowest seniority within the classification being laid off. In those operations within the Company for which the workforce is organized into crews, the Company shall layoff the lowest seniority crew when the workforce is being reduced.

1. LAYOFFS OUT OF SENIORITY ORDER

In those job or crop operations which work on a year-round basis, requests by higher seniority workers to be laid off out of seniority order for the purpose of taking a vacation or rest shall be honored, and lower seniority workers shall remain working. If more workers request a layoff out of seniority order than can be spared by the Company, requests shall be honored in order of highest seniority within the job or crop operation. Requests for layoff out of seniority order for the purpose of working in another Company or in another classification within the same Company shall not be honored unless the request is agreed to by all the seniority workers within

the job or crop operation from which the worker is requesting to be laid off.

2. OFF-SEASON WORK

When the Company lays off workers at the end of the season in a job classification that occasionally requires the calling in of workers for one or two days of work during the off-season, the Company shall determine at the time of layoff which workers within the classification will remain in the area and be available for such short periods of work. The Company shall make known to all workers in the classification the purpose for such inquiry. If such an occasion arises, the Company shall recall the workers in highest seniority order within the classification who indicated their availability. If no worker within the classification is available for such a short period of work during the off-season, the Company shall obtain temporary workers either through its internal Company waiting list procedure or through the Union hiring hall, and the seniority of workers within the classification in which off-season work is required shall not be affected.

(PENDING: The rights of a lower seniority worker who does work in his job or crop operation while higher seniority workers within the job or crop operation are on layoff under the circumstances described in either 1. or 2. above.)

L. STUDENTS

Students who are employed by the Company on a temporary basis shall be placed on a part-time workers' seniority list and shall be called to work only after all seniority workers within the classification in which they have worked on a temporary basis in the past, are working; and only after all seniority workers within the Company have been allowed to avail themselves of all work opportunities within the Company in accordance with the procedures described above. No student shall be employed where it results in the displacement of, or failure to recall any seniority worker within the Company.

M. PENSIONED WORKERS

A worker who has been pensioned from full-time employment with the Company shall maintain his full seniority rights in the Company and within the classification from which he has been pensioned, and shall be entitled to work the number of hours necessary to earn the income to which he is limited by law.

N. INJURED WORKERS

A worker who has been injured on the job to the extent that medical

care is required, and who has been advised by his doctor that the percentage of his disability would allow only certain types of work to be performed; and if the Company employs workers in the type of job classification(s) that the doctor has recommended are within the worker's capability, such worker shall be entitled to assert his full Company seniority both to enter and to maintain his place within such classification. If more than one job opportunity exists within the Company for which the injured worker is qualified, he shall be assigned to the job classification where the lowest seniority worker in the Company is employed in the event a displacement results.

O. SENIORITY IN MORE THAN ONE CLASSIFICATION

A piece-work harvesting crew worker who has seniority in more than one classification, for example, cutter/loader, may not assert the seniority in his former classification unless the crew in which he has accepted the promotion is to be laid off in excess of one (1) month.

SENIORITY

Admiral Packing Company Classification and Seniority List

1. Tractor Drivers.
   a. The Company shall maintain a separate seniority list for the Salinas area.

2. Irrigators.
   a. The Company shall maintain a separate seniority list for the Salinas area.

3. Thinners and Hoers.
   a. The Company shall maintain a separate seniority list for the Salinas area.

4. Lettuce Ground Crews.
   a. The Company shall maintain a separate seniority list for Cutter-Packers, Closers, Loaders and Waterboys for both the Salinas area and the Imperial-Blythe-Poston area.

GENERAL RELEASE & STIPULATION

ADMIRAL PACKING COMPANY and the UNITED FARM WORKERS OF AMERICA, AFL-CIO, do agree and stipulate as follows:

1. Both parties agree to request that any and all pending unfair labor practice charges except 79-CE-372-Sal which is being negotiated against each other before the Agricultural Labor Relations Board be withdrawn.

2. Both parties agree to release each other from any future unfair labor practice charges or other forms of legal action based on the negotiations and economic actions leading up to the Collective Bargaining Agreement heretofore reached, which to the knowledge of the parties exist as of the date of execution below.

ADMIRAL PACKING COMPANY

By Paul Fleming Dated: May 13, 1980

UNITED FARM WORKERS OF AMERICA, AFL-CIO

By Ann Smith Dated: May 13, 1980