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# AIRDROME ORCHARDS AGREEMENT

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## AGREEMENT

This AGREEMENT and Supplemental Agreements attached hereto are between AIRDROME ORCHARDS, a California partnership, hereinafter called "the Company" and the United Farm Workers of America AFL-CIO, hereinafter called "the Union". The parties agree as follows:

### ARTICLE I

#### Recognition

A. The Company does hereby recognize the Union as the sole labor organization representing all of the Company's agricultural employees (hereinafter called "workers") in the unit set forth in Agricultural Labor Relations Board's (ALRB) Certification in case number 76-RC-6F. In the event the ALRB certifies other employees not here included within the certified unit, such additional employees shall be 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 guard and supervisory employees who have the authority to hire, transfer, suspend, lay-off, 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.

C. Neither the Company nor its representatives will take any action to disparage, denigrate or subvert the Union or the workers, nor will they promote or finance any labor organization, including any competing labor organization.

The Union and its representatives will not take any action to disparage, denigrate or subvert the Company.

D. 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.

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

... (5) continual days after the beginning of their employment. The Company shall furnish workers membership applications and dues checkoff cards as provided by the Union. If the company hires workers from "any other source" as provided in Section B of Article 3, the Company will explain the membership and checkoff arrangements between the Company and the Union at the time of hiring new workers. The Company will immediately give a copy of the above, and promptly turn over per arrangement the other copy along with the membership application to the Union area office. Company will lend its cooperation to accomplish signups.

E. Union shall indemnify and hold the 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.

### ARTICLE 3

#### Hiring

A. The Union shall operate and maintain a facility or shall designate a person or persons through which the Company shall secure new or additional workers. The Union will notify Company of the addresses and phone number of such facility or persons near the location of the Company.

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 approximately two (2) weeks prior to the date of anticipated need for such workers, notify the facility or persons 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 for commencement of the work.

D. In the event, during the operating seasons 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 or persons designated in Section A in writing of the number of workers needed, the type of work to be performed, the date the workers are needed and the approximate duration thereof. The Union shall be given twenty-four (24) hours notice prior to the date the workers are to report for work.

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 obtain such workers as are needed and not furnished by the Union from any other source. If the Company secures workers under the provision of this paragraph, the Company will make available to Union in writing five (5) days thereafter the names, Social Security number, 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 that work is not unduly interrupted.

F. When the Company requests workers from the Union facility or designates persons for jobs which require skills or experience (such as tractor driver, 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. Discharge shall be subject to the procedures of Article 7, Discipline and Discharge.

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

H. The number of workers requested by Company shall be reasonably related to the amount of work to be performed.

#### ARTICLE 4

##### SENIORITY

A. After a worker has worked for the Company at least fourteen (14) workdays for the last ninety (90) days, he or she shall acquire seniority on the fourteenth (14th) day of work retroactive to his or her date of hire. Whenever a commodity or crop season is less than twenty-eight (28) calendar days, a worker shall acquire seniority provided he or she works one-half (1/2) the number of workdays in the season. It is understood that the days prior to acquiring seniority do not establish nor shall be a probationary period. There shall be no layoffs for the purpose of circumventing acquisition of seniority.

B. Seniority shall be defined as a total length of continuous service with the Company. A break in service terminates worker seniority. Layoffs are not considered a break in service.

Seniority will be extended from the date of hire or rehire and seniority shall be broken for the following reasons only:

1. Voluntary quitting. If a worker is absent from work without notice to the Company for three (3) consecutive working

days, such worker shall be treated as a voluntary quit.

2. Discharge for just cause.

3. When layoff fails to report within three (3) working days after being called unless satisfactory reasons are given to Company and Union.

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 17 of 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.

The Company will provide, on a weekly basis a list of workers by name, Social Security number, seniority date, and job classification that broke seniority during the prior week pursuant to this Section.

C. The filling of vacancies, new jobs, making promotions, demotions, transfers, layoffs, recall from layoff or reclassification, shall be on the basis of seniority. Company agrees to provide on-the-job training for workers in the bargaining unit to fill expected vacancies in such jobs so workers will have the opportunity to learn the necessary skills, trainees to be selected on the basis of seniority with prior notice to the Union before such selection.

D. Whenever a vacancy occurs in a job classification with a higher rate than general labor, such vacancy shall be posted on the Company's bulletin boards. A copy of such posting shall be provided the Ranch Committee. The posting shall be made five (5) days before the vacancy is permanently filled. Workers with seniority desiring consideration for the higher rated job will so indicate by signing the posting. The senior worker who has the ability shall be selected for the vacancy and he or she shall be given a fair opportunity to qualify. If such worker cannot perform the job, he or she shall return to his or her former classification and rate and the Company will then select the next senior worker who has signed the posting and he or she shall be given a fair opportunity to qualify.

E. The Company when anticipating the recall of seniority workers, shall notify the worker and the Union in writing, not 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 14 Hiring, Section B, apply to the recalled worker.

All notices of recall shall be in writing as per attached form in Appendix B of this Agreement. All notices shall be mailed First Class with copies provided to Union. When recall letters sent to workers are returned to Company with Postal

Service notification of non-delivery, the Union shall be notified of workers name and the address from which letter was returned. The Company shall make available to Union any returned letter and envelope upon request.

F. The Company shall notify the Union on a seasonal basis of the recall of seniority workers approximately two (2) weeks prior to reporting for work and on layoffs of seniority workers within five (5) working days of layoff date. In accordance with this Article by giving the worker's name, Social Security number, seniority date, job or commodity classification and date of recall.

G. Beginning with the signing of this Agreement and two (2) weeks prior to the start of an operation or each three (3) months thereafter, whichever comes first, the Company shall provide the Union with an up-to-date seniority list showing the names of each worker, his or her seniority date, Social Security number and job classification. The Company shall post such seniority list on the Company's bulletin board as follows:

The seniority lists shall be posted by the Company at the signing of this Agreement and thereafter, at the start of each operation or every three (3) months whichever comes first for a period of two (2) weeks.

If a question arises concerning the accuracy of the lists, the Union and Company have up to two (2) weeks after the posting is completed to resolve the dispute. If the dispute remains after two (2) weeks, any unresolved matters relating to the seniority lists shall be submitted to expedited arbitration.

H. It is understood that Company and the Union may agree in writing to make deviations from those seniority provisions regarding application of seniority.

In the event the Union and the Company agree to a seniority provision different from Article 15 of the contract signed herein, the Union and the Company agree to review and revise if agreed upon said provision, only, one year after the date of signing the Agreement, if either party so requests.

## ARTICLE 5

### Grievance and Arbitration Procedure

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 persons with respect to any dispute involving this Agreement until the Grievance Procedure has been exhausted. Any claim by Union that action on the job of any non-bargaining unit worker is disrupting harmonious working relations may be taken up as a grievance provided that such grievance is specified in detail.

B. Whenever the Company requests a grievance meeting during regular working hours, grievant(s), the Steward(s) and Grievance Committee's function shall be performed without any loss of pay. Grievances that can be processed outside of working hours should be processed at such time.

C. 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 the Agreement. Aggrieved workers shall have the right to be present at each step of the procedure.

D. At the request of the Union, the Company shall have a Company employee empowered to bind the Company present at each step of the grievance procedure.

A grievance regarding a discharge of a worker must be filed in writing within five (5) days of the discharge. All other grievances must be filed within thirty (30) days of the discovery thereof.

E. 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.

F. FIRST STEP: Any grievance arising under this Agreement shall immediately be taken up between the Company's supervisor involved and the Union Steward. They shall use their best faith efforts to resolve the grievance. In the event grievances are not immediately satisfactorily resolved within one (1) work day, the grieving party shall reduce the grievance to writing and set forth the nature of the grievance. The grieving party may proceed to the SECOND STEP, provided however, that the grieving party may notify the other party that the grievance must be expedited and presented to the Permanent Arbitrator in accordance with Section J of this Article.

G. SECOND STEP: Any grievance not satisfactorily resolved in the FIRST STEP within one (1) work day will within five (5) days thereafter, be discussed in a meeting between the Grievance Committee and the Company's representative designated to resolve such matters. A representative of the Union shall also participate in such meeting unless the Union representative authorizes the Committee to proceed and so advises the Company. If the grievance is not satisfactorily resolved in such meeting the party receiving the grievance shall immediately give a written response to the other regarding its position including reason for denial.

H. THIRD STEP: If the parties cannot resolve the dispute in Step 1 or 2 above, the grievance shall immediately be referred to the Permanent Arbitrator for the area for a decision. In accordance with this Article, the parties agree to designated permanent arbitrator, or if none exists in the area, to designate a Permanent Arbitrator for the area. If the Arbitrator shall at any time be unable or refuses or fails to act, or he

or she vacates his or her position, the Company and the Union shall immediately select his or her successor or substitute.

I. The Arbitrator shall consider and decide the grievance (s) referred to him or her and in cases where more than one grievance is referred to arbitration, they will be heard at the same hearing. The arbitrator shall not have the authority or jurisdiction to modify, detract from or alter any provisions of this Agreement. The Arbitrator shall have the authority to revoke or modify any form of discipline and in all cases award back pay if she or he so determines for any loss of earnings from the Company. The Arbitrator must render a decision in writing to the parties within fifteen (15) days from the date of the closing of the hearing. The Arbitrator shall have access to Company's property if necessary.

J. The grieving party may invoke an expedited procedure to have unresolved grievances immediately heard before the Arbitrator, but in any event not later than two (2) calendar days after the day on which the grieving party notified the other party that the grievance must be expedited. The duties and the authority of the Arbitrator shall issue a bench decision and will issue a written decision within twenty-four (24) hours of the close of the expedited hearing. The Arbitrator shall have access to Company's property if necessary.

K. Should either party fail or refuse to participate in any steps of the grievance machinery, the grieving party shall have the right to refer the matter to the Arbitrator immediately for his or her consideration in a formal hearing. Such hearing may be ex parte, i.e., with only one side present, provided that the Permanent Arbitrator may temporarily delay an ex parte hearing to permit immediate bona fide efforts to settle an issue without a hearing.

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

M. Decisions of the Arbitrator shall be in writing, signed and delivered to the respective parties. 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.

N. Nothing in this Article shall be deemed to reclude the Trustee/Directors of the Robert F. Kennedy Farm Workers Medical Plan, the Juan De La Cruz Farm Workers Pension Fund, or the Martin Luther King Farm Workers Fund, from enforcing contributions due these funds under this Agreement by means of litigation.

## ARTICLE 6

### No Strike Clause

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

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

## 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 property premises in connection with administration of this agreement.

B. Before a Union representative contacts any of the workers during working hours, he or she shall notify the Company that he or she 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. 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.

B. Prior to any discharge, 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.

C. The Steward or other Union representative shall have the right to interview workers in private.

D. Within twenty-four (24) hours after any discharge for just cause, the Union representative will be notified by the Company of the reason for such discharge. If this notification is done by telephone, it shall be immediately followed by written notice of the discharge stating the reason for such discharge.

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, provided that this provision shall not constitute any limitation on the Company's right to discharge or discipline workers for unsatisfactory work performance.

## 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, religion, sex, political belief, national origin, or language spoken.

## 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 under this Agreement shall be required to perform work that normally would have been done by employees 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 42; Grower Shipper Contracts. The provisions of Article 14 (C) Health and Safety also apply.

## ARTICLE 11

### Leave of Absence

#### LEAVES OF ABSENCE FOR UNION BUSINESS

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 Union upon written request of Union. 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 leave of absence without pay shall be granted for temporary leave to conduct Union business provided reasonable notice is given. For leave of more than one (1) day the Company shall be required to grant such leave only to such number of workers as shall leave the Company with a labor force at work, adequate to continue its production and/or farming operations.

#### OTHER LEAVES

C. A leave of absence shall be granted to workers on the seniority list for any of the following reasons without loss of seniority:

1. For jury-duty or witness duty
2. Up to two (2) years for illness or injury of worker requiring absence from job.
3. For valid personal reasons.

Leaves of illness, injury or valid personal reasons may be extended by the Company with the approval of the Union, if

a request for such extension is made by the worker in writing to the Company office with a copy to the Union prior to the termination of the original leave.

Leaves of absence scheduled for valid personal reasons under subparagraph C shall be mutually agreed upon, except, if more workers want a leave of absence for the same period than can be reasonably spared, the worker with the highest seniority shall have first preference for that leave of absence period. Failure to report for work at the end of an approved leave of absence or accepting employment with another employer during approved leave, shall terminate seniority in accordance with Article 4, Seniority.

## ARTICLE 12

### Maintenance of Standards

A. The Company agrees that all conditions of employment relating to wages, hours of work, fringe benefits and general working conditions shall be maintained at no less than the highest standards in effect at the locations covered by the Agreement at the time of signing and such conditions of employment shall be extended to new locations. Conditions of employment shall further be improved in accordance with the specific provisions for improvement made elsewhere in the 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 RFK Farm Workers Medical Plan and the Juan De La Cruz Farm Workers Pension Plan, that said terms of contribution as set forth herein sets for the Company's total obligation in 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, Family Members

A. Supervisors and other employees not included in the bargaining unit shall not perform any work covered by this Agreement, except for instruction training and emergencies. The Company's immediate family members are exempt from the bargaining unit and may work as they have in the past. The Company will supply the Union a list of family members. This paragraph shall not be used as a basis to avoid the recall of bargaining unit workers for work they would normally perform.

## ARTICLE 14

### Health and Safety

Company and the Union recognize the need to protect and

conserve human life, water, soil and vegetation.

A. The Union shall cause to be formed a Health and Safety Committee ("the Committee") comprised of workers' representatives. Members of the Committee shall have access to all records concerning the use of economic poisons upon reasonable notice given to the Company. The Committee shall participate and management shall consult with the Committee in the formulation of rules and practices relating to the health and safety of workers including, but not limited to, the following: Use of economic poisons, the use of garments, materials, tools and equipment as they may affect the health and safety of the workers, sanitation conditions and reentry periods. (Final decisions as to poisons to be used, actual garments materials, tools and equipment to be used, shall after consultation with committee, be a management right and within the discretion of the Company. The decision of the Company with regard to matters of health and safety shall be subject to the grievance and arbitration procedures established in Article 5 thereof).

B. The Company will comply with all applicable laws relating to health and safety of farm workers, particularly with regard to the limitation on time of reentry of workers into fields to which poisons or pesticides have been applied. The Company shall not use any chemicals which are banned for the uses and in the amounts which are to be applied. Specific chemicals banned for all purposes under this Agreement are DDT, DDD, DDE, Aldrin and Dieldrin. Any other chemical not expressly mentioned herein which is banned for all agricultural purposes and uses shall not be used. Other economic poisons which are dangerous, such as Paration, shall be used with diligence and caution to protect the worker and the environment.

C. No worker under this Agreement will be required to work when in good faith he or she believes that to do so would immediately endanger his or her health and safety.

D. When a worker who applies agricultural chemicals is on the Company payroll, one baseline 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.

E. The following records shall be kept and made available to the Committee and to any other authorized Union representative:

1. A plan showing the size and location of fields and a list of crops or plants being grown.
2. Pesticides and economic poisons used, including brand names plus active ingredients, registration number on the label and manufacturer's batch or lot number.
3. Dates and time applied or to be applied.
4. Location of crops or plants treated or to be treated.
5. Amount of each application.
6. Formula.
7. Method of application.

8. Person who applied the pesticide.
9. Date of harvest.

F. Company agrees that it shall notify Health and Safety Committee as soon as possible prior to the application of economic poisons.

G. There shall be adequate toilet facilities, separate for men and women, in the field, readily accessible to workers, that will be maintained by the Company in a clean and sanitary manner. These may be portable facilities and shall be maintained at the ratio of one for every thirty (30) workers or fraction thereof.

Each place where there is work being performed shall be provided with suitable, cool, potable drinking water convenient to workers. Individual paper drinking cups shall be provided.

H. Tools and equipment and protective garments necessary to perform the work and/or safeguard the health of, or to prevent injury to a workers person shall be provided, maintained and paid for by Company, such as, but not limited to, knives, sacks, rain gear, boots, overshoes, gloves, shears, and umbrellas for tractor drivers. 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 should be charged actual cost for equipment that is not broken and not returned. Receipts for returned equipment shall be given the worker by the Company. Assignment from the final check may be made for the payment of unreturned tools and equipment.

I. Adequate first aid supplies shall be provided and kept in clean and sanitary dust proof containers.

## ARTICLE 15

### Mechanization

Both the Company and the Union agree that mechanization is not immediate during the term of this agreement and both parties agree that mechanization which does or may result in the displacement of workers is the subject of collective bargaining and a proper part of this collective bargaining agreement.

## 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 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 and to determine starting times for work.

## ARTICLE 17

### Union Label

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

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

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 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 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

It is recognized that misuse of the Union label or seal will cause damages to the Union which would be difficult to ascertain. Therefore, in the event of Company's misuse of the Union label or Union seal by placing said seal or label on packages of units picked by non-union workers, the Union shall have the right to strike and/or boycott until said misuse has been discontinued and the Company shall return the Union label or seal. In the event same cannot be returned, then the Union label or seal shall be completely obliterated on all packages, containers or units. Such strike and/or boycott shall not work a termination of this contract.

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 Job Operations

A. New job classifications, any other job classifications not included in the pay scale of this Agreement, or changes in

the operation of existing job classifications, shall be established and made effective by the Company in accordance with the following procedure. All references in this Article also refer to and include piece rates and incentives and minimum guarantees.

1. The Company shall notify the Union in writing of new job classifications not included in the pay scale of this Agreement, or of changes in operations of existing job classifications. Such notices shall be given at least thirty (30) days in advance of the date on which a new job classification or a change in operation of an existing job classification is to become effective, in no case less than seven (7) days notice must be given.
2. For existing job classifications not included in the pay scale of this Agreement, the notice shall be given to Union immediately after the effective date of this Agreement.
3. The Company and the Union shall meet within five (5) days after notices are received to negotiate the wage rates.

B. If the Union and the Company cannot reach an agreement on the job classification and wage rates, the matter may be submitted to arbitration as provided for in Section 5 of the Grievance and Arbitration Procedure, which shall decide the dispute. The scope of such arbitration shall be the establishment of the job classification, the job content and the job wage rate.

C. Any wage rate increase shall be retroactive to effective date of new classification or of changes in operation of existing job classification; if it is an existing classification, it shall be retroactive to the effective date of this Agreement.

D. The Company shall not change or modify any present job so as to remove workers from the bargaining unit.

## ARTICLE 19

### Hours of Work, Overtime and Wages

A. A normal workday shall consist of eight (8) hours per day and the normal work week shall be Monday through Saturday. Normal work day for Orange Workers is six (6) hours per day.

#### B. Overtime Pay

Workers whom the Company requires to work beyond eight (8) hours during any day, shall be paid at the premium of thirty-five (35) cents for all hours worked in excess of eight (8) hours in any one day. Permanent Ranch Workers and frost control are excluded.

C. All hours worked on Sunday or any other days agreed upon between the Company and the Union to be treated as Sunday, shall be paid at the rate of time and one-half (1/2).

D. Day of Rest

Each worker shall be entitled to one(1) full day (24 hours) off without pay each payroll week. Insofar as possible, the work shall be arranged so that each worker will have Sunday off.

E. Meal Time

Lunch time shall be one-half (1/2) hour.

F. When a worker performs work in a higher rated job in any one day, he or she shall be paid at the higher rate for all the hours on the higher rated job worked on such day.

G. The Company agrees to provide on-the-job training for workers in the bargaining unit to fill expected vacancies in such jobs so workers will have the opportunity to learn the necessary skills and when a worker is working as a trainee for a higher rated job, he shall be paid for such training period at that classification's regular rate of pay.

H. Wage rates for specified job classifications are set forth in Appendix "A" attached hereto.

ARTICLE 20

Reporting and Standby Time

A. Reporting Pay A worker paid on an hourly or piece work basis who is required to report for work and does report and is furnished no work or less than four (4) hours of work for reasons other than an Act of God, shall be paid at least four (4) hours for that day at the worker's hourly rate of pay or the worker's average hourly piece rate earnings based on the preceeding payroll week.

B. Standby Time A worker shall be paid for all time he or she is required to remain on the job at his or her hourly rate. This shall not apply to workers picking oranges on a piece rate.

C. Call Out Pay Workers called in by the Company at times other than their regular scheduled work hours shall be paid at time and one-half (1/2) with a minimum of four (4) hours of pay for reasons other an Act of God.

ARTICLE 21

Rest Periods

Workers shall have rest periods of fifteen (15) minutes each, which insofar as practical, shall be in the middle of each four (4) hour work period or major fraction thereof. Authorized rest periods shall be counted as hours worked for which there shall be no deduction.

## ARTICLE 22

### Vacations

A. Beginning with the first calendar year of this Agreement, the Company shall grant vacations with pay to workers according to the following schedule, based on hours and gross earnings in the prior calendar year. Calendar year in this paragraph means January 1 through December 31.

1. All workers who worked one thousand (1,000) hours or more in the prior calendar year and with one (1) year of service with the Company, will qualify for an amount equal to two percent (2%) of their total gross earnings earned in the prior calendar year and one (1) week of vacation.

2. All workers who worked one thousand (1,000) hours or more in the prior calendar year and with four (4) years of service with the Company, will qualify for an amount equal to four percent (4%) of their total gross earnings earned in the prior calendar year and two (2) weeks of vacation.

3. If a worker's vacation period includes one of the holidays set forth in Article 24 A, his or her vacation period shall be extended to include such holiday.

4. Vacation time off for workers shall be mutually agreed upon, except if more workers want a particular vacation period than can reasonably be spared, the worker with the highest seniority shall have the first preference.

5. Vacation checks for workers eligible under Section A above are due and payable on January first (1) of every year, except that the worker may request that Company defer payment until such time off under Section 4 above.

## 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, or father-in-law), the worker who has worked for the Company at least three (3) days if work was available, including days off on excused absences during the two (2) weeks preceding the week of the funeral will be paid what he or she would have earned had he or she been working for the Company, not to exceed three (3) days.

## ARTICLE 24

### Holidays

A. A worker shall receive eight (8) hours of pay at basic hourly rate of pay for the following holiday:

1. Lincoln's Birthday
2. Thanksgiving Day
3. Christmas
4. New Years

B. Work on any holiday shall be at time and one-half (1/2) in addition to holiday pay.

When a holiday falls on Sunday, the following Monday shall be observed as a holiday.

D. Work on at least three (3) days during the two (2) weeks preceding the payroll week in which the holiday falls, shall establish eligibility for holiday pay if work was available.

E. Other Holiday

The third (3rd) Sunday of January of each year during the term of this Agreement, shall be designated as "Citizenship Participation Day". All workers on Citizenship Participation Day shall receive eight (8) hours pay at their regular straight time hourly rate or average hourly piece rate earnings, based upon the preceding payroll week. Such eight (8) hours pay shall be in addition to any pay due the worker if he or she is required to work on Citizenship Participation Day. Upon receipt of proper written authorization from the workers, the Company shall deduct from such workers' wages the pay received for Citizenship Participation Day and the Company shall remit such a sum to the United Farm Workers of America, 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 such day. Company shall prepare a summary report containing the names of all workers on the Company's payroll for the week preceding Citizenship Participation Day, Social Security numbers, total hours worked per worker, hourly rate, gross pay per worker, a total count of workers, an accounting for all monies deducted pursuant to this section and designate which workers qualified for Citizenship Participation Day Committee of the United Farm Workers of America, AFL-CIO, La Paz, Keene, California 93531, by the twenty-fifth (25th) of the month following the Sunday designated in this Agreement.

F. Union shall indemnify and hold the 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 the Company for the purpose of compliance with "E" above provided however, that each party will pay their respective legal costs.

ARTICLE 25

Jury Duty and Witness Pay

Workers who have worked at least three (3) days during the two (2) weeks preceding the week in which the following events occur shall receive the benefits of this Article. A worker will be paid jury duty 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 is defined as the difference between the fees received by such

worker for performing such service and what he or she would have received had he or she would have received had he or she been working for the Company. To receive pay under this Article, the worker must provide Company with a copy or notice summoning him or her to appear and, if so requested, documentary evidence of the amount of fees received for performing such service. Witness pay will be included as of February 4, 1978. Same conditions will apply as to jury pay.

## ARTICLE 26

### Travel Allowance

(The Company shall continue its past practices concerning travel allowance.)

## 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 and total wages each payday, which shall include the workers' piece rate production for crews paid on a crew basis shall be given to the appropriate Steward.

B. Union shall have the right, upon notice given to the Company, to examine time sheets, 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 on 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 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 weekly basis

to that organization at P.O. Box 62, Keene, California 93531, or such other address as designated by the Administrator of the Fund.

### ARTICLE 30

#### Robert F. Kennedy Farm Workers Medical Plan

The Company shall commencing February 4, 1977 contribute to the Robert F. Kennedy Farmworkers Medical Plan sixteen and one-half (16 1/2) cents per hour for each hour worked for all workers covered by this agreement.

All contributions due hereunder shall be computed on the preceding weekly payroll period and deposits shall be made or mailed not later than the fifth (5th) day following the pay day for said payroll period. In conjunction therewith, a monthly summary report will be submitted on or before the tenth (10th) of every month covering the preceding monthly payroll for such contributions. The monthly summary report shall include the workers' names, Social Security numbers, total hours worked by workers, total number of workers and amount of contributions. The monies and summary report shall be remitted to the Robert F. Kennedy Farmworkers Medical Plan, P. O. Box 92169, Los Angeles, California 90009, or such other address as designated by the Administrator of the Fund.

### ARTICLE 31

#### Juan De La Cruz Farmworkers Pension Fund

The Company shall contribute to the Juan De La Cruz Farmworkers Pension Fund, ten cents (10¢) per hour for each hour worked by all workers covered by this Agreement, commencing February 4, 1977. For all hours worked by such workers after February 1, 1978, the amount of such contribution shall be fifteen cents (15¢) per hour.

Contributions to be made by 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 farmworkers 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 advance determination, Company shall promptly take all action required to be performed by it in order to cause such impounded contributions to be transmitted to the plan trustees.

All contributions due hereunder shall be computed on the preceding weekly payroll period and deposits shall be made or mailed not later than the fifth (5th) day following the pay day for said payroll period. In conjunction therewith, a monthly summary will be submitted on or before the tenth (10th) of every month covering the preceding monthly payroll for such contributions. The monthly summary report shall include the

workers' names, Social Security numbers, total hours worked by workers, total number of workers and amount of contributions. The monies and summary report shall be remitted to the Juan De La Cruz Farm Workers Pension Fund, P. O. Box 39122, San Francisco, Ca. 94139, or such other address as designated by the Administrator of the Fund.

## ARTICLE 32

### Martin Luther King Farm Workers Fund

The Company shall during the term of this Agreement, contribute to the Martin Luther King Farm Workers Fund, five cents (5¢) per hour for each hour worked by all workers covered by this Agreement, commencing February 4, 1977. 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 Martin Luther King Farm Workers Fund shall obtain and maintain federal tax exemption and all contributions by the Company shall be deductible under the Internal Revenue Code.

All contributions due hereunder shall be computed on the preceding weekly payroll period and deposits shall be made or mailed not later than the fifth (5th) day following the pay day for said payroll period. In conjunction therewith, a monthly summary report will be submitted on or before the tenth (10th) of every month covering the preceding monthly payroll for such contributions. The monthly summary report shall include the workers' name, Social Security numbers, total hours worked by workers, total number of workers and amount of contributions. The monies and summary report shall be remitted to the Martin Luther King Farm Workers Fund, P. O. Box 80762, Los Angeles, California 90080, or such other address as designated by the Administrator of the Fund.

## ARTICLE 33

### Reporting on Payroll Deductions and Fringe Benefits

All contributions due hereunder on fringe benefits plans shall be computed on the preceding weekly payroll period for every worker covered by the Collective Bargaining Agreement. In conjunction therewith, a weekly summary report will be submitted on or before the fifth (5th) day following the payday for said payroll period for which contributions for said payroll period for which contributions for fringe benefits are due. The weekly summary report shall include the employees' names, Social Security numbers, total hours worked by workers, total number of workers and amount of contributions.

## ARTICLE 34

### Camp Housing

A. From time to time, the Company has access to Ranch Housing on Ranch Property that it farms. The Company has historically allowed supervisory personnel and general ranch workers who are year round employees to use said housing. The Company retains the right to select which housing will be provided for its personnel, provided that if said property is to be made available for full time bargaining unit employees, the assignment of housing shall be made on a non-discriminatory basis.

B. The Company shall maintain housing for bargaining unit workers in good condition, in no case less than the requirements of all applicable laws, but in no event shall it lower the standards maintained prior to the execution of the Agreement.

### 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.

### 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

A. The parties understand and agree that the hazards of agricultural are such that subcontracting by the Company may be necessary and proper, but it is also understood and agreed that the Company should not subcontract to the detriment of the Union or bargaining unit workers. The parties consequently agree that the Company may subcontract under the following conditions:

1. If workers covered by this Agreement do not have the skills to perform the work, provided however, that if the work involved is a yearly operation, the Company shall initiate on-the-job training for its workers so

that they may learn such skills, so that they may perform such work within the year.

2. If the Company does not have the necessary equipment, it will make every effort possible to rent the equipment to provide opportunity for those jobs to workers that can be trained in accordance with 1 above. If this fails to produce an operator the Company will then obtain such operators pursuant to the provisions of Union Security and Hiring Articles of this Agreement.
3. If the Company must subcontract for both the equipment and the operator to do the work, all other related labor used in connection with said equipment shall be as follows:
  - a. First, Company seniority workers will be used.
  - b. Second, if no seniority workers are available, Company shall request workers from Union facility or persons designated according to Section A above.
  - c. Third, any other workers used in connection with said equipment shall be subject to the provisions of Articles Union Security and Hiring of this Agreement.

B. Subcontract Equipment Operators and skilled labor as described in the first part of 1 above and in 2 above, shall not be covered by the terms of this Agreement.

C. The Company will notify the Union in advance of any subcontracting and continue to sub-contract the pesticide application, brush shredder and tree topper operations as it has in the past.

#### ARTICLE 38

##### Locations of Company Operations

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

#### ARTICLE 39

##### 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 40

##### 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 inapplicable or illegal in accordance with such laws, render the remainder of this Agreement ineffective or work a termination.

#### ARTICLE 41

##### Successor Clause

A. This agreement shall be binding upon the successors, administrators, executors and assignees of the parties hereto.

B. In the event a farming operation, or part thereof, is sold, leased, transferred, conveyed in any manner, or taken over by sale, transfer, assignment, receivership or bankruptcy, such operation shall continue to be subject to the terms and conditions of this Agreement for the life hereof. Company shall give notice of the existence of this Agreement to any purchaser, transferee, leasee, or assignee of the operation covered by this Agreement or any part thereof. Such notice shall be in writing, with a copy to the Union at the time the seller, transferrer, or lessor executes a contract or transaction as herein described.

#### ARTICLE 42

##### Grower Shipper Contracts

It is recognized by the Company and the 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 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.

#### JOB DESCRIPTIONS

##### A. Orange Picker

All the oranges that are attached to the tree that are not rotten or split are clipped by shears into the cloth back until it is level full. Stems are clipped even with the shoulder of the orange. Oranges are dumped carefully into the bin to a full even level. "Shiners" are not left on trees. Portion of trees and skirts of trees will be picked only as directed.

A Picker will pick only the row designated to that picker and will place his or her own picking number on the bin and the number of bin being picked. The picker will carry his or her ladder to the nearest roadway and lean it against a tree when the crew is moving to another block.

##### B. Permanent Ranch Worker

The duties of persons working in this classification shall include but shall not be limited to the following activities: Irrigation work, spraying, frost protection, minor mechanical repairs, painting, general ranch and equipment maintenance, pruning, fertilizing, tractor and fork lift work, grove maintenance, planting and removing trees, herbicide application, weed oiling, and other incidental and emergency work that may be needed.

#### WAGES

TREE PICKING      February 4, 1977    Oct. 10, 1977      Oct. 10, 1978

##### ORANGES (Per Bin)

Navels	7.50	8.00	8.50
Valencias	8.00	8.25	8.50
Tangelos	9.50	10.00	10.50
Mancolas	9.50	10.00	10.50

##### PLUMS

Basic Hourly Rate	3.20	3.30	3.35
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All piece rate workers will be guaranteed the basic hourly rate.

##### GENERAL RANCH WORK

###### Per Month

Base Rate	660.00	690.00	710.00
Step I (B. Montano)	660.00	690.00	710.00
Step II (L. Hunter)	670.00	700.00	720.00
Step III (B. Misque)	690.00	720.00	740.00
Step IV (A. Moreno)	700.00	730.00	750.00

<u>Frost Control (per hour)</u>	\$4.00	4.20	4.30
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Monthly paid workers will be on first (1st) call for frost control and will be exempt from the above rate. Other workers will be called on a voluntary basis. Company will give as much advance notice as possible.

#### LETTER OF UNDERSTANDING

##### Part Time Workers

1. Bargaining Unit work performed by Ernie Celms, who is employed by the Airdrome Packing Shed and not a member of the bargaining unit covered by this agreement will be continued at the present scope as existed prior to execution and limitation. Ernie Celms will pay the appropriate dues to United Farm Workers, AFL-CIO for such bargaining unit work.
2. Family member of workers reporting to work on a part time basis are exempt from the Reporting and Standby provisions as negotiated in this agreement, but covered under applicable state law.
3. A separate Seniority list will be established for part time workers.

#### ARTICLE 43

##### Duration of Agreement

This Agreement shall be in full force and effect from February 4, 1977 to and including September 30, 1979. 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.

Executed this fourth day of February, 1977

AIRDROME ORCHARDS

UNITED FARM WORKERS OF AMERICA, AFL-CIO

BY: \_\_\_\_\_

BY: \_\_\_\_\_

#### APPENDIX B

\_\_\_\_\_  
(COMPANY)

AND

UNITED FARM WORKERS OF AMERICA, AFL-CIO

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_  
WORKER SOCIAL SECURITY  
NO. \_\_\_\_\_  
SENIORITY DATE \_\_\_\_\_

## NOTICE OF RECALL

In accordance with the provisions of Article 4 of the Agreement between \_\_\_\_\_ and the United Farm Workers of America, AFL-CIO, you are hereby given official notice of recall for re-employment as a \_\_\_\_\_.

This work is anticipated to begin on \_\_\_\_\_ and the estimated duration is approximately \_\_\_\_\_ working days.

The exact starting date is subject to change and shall be confirmed by mail on or about \_\_\_\_\_. In the event you are not planning to be at your present mailing address, you may obtain this exact starting date by telephoning the Company's office on or after \_\_\_\_\_.

Remember to bring you Social Security Card on the date you report to work.

Failure to respond to this recall will result to your loss of seniority under Article 4, Section C-3.