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FRED ANDREWS

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SAM ANDREWS' SONS

AND

UNITED FARM WORKERS OF AMERICA, AFL-CIO

July 22, 1986 - July 22, 1987

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A G R E E M E N T

Between
SAM ANDREWS' SONS
And
UNITED FARM WORKERS OF AMERICA, AFL-CIO

TABLE OF CONTENTS

ARTICLE		PAGE
	PARTIES	
1	RECOGNITION	1
2	UNION SECURITY	4
3	HIRING	7
4	SENIORITY	9
5	GRIEVANCE AND ARBITRATION PROCEDURE	14
6	NO STRIKE CLAUSE	20
7	RIGHT OF ACCESS TO COMPANY PROPERTY	21
8	DISCIPLINE AND DISCHARGE	21
9	NO DISCRIMINATION	24
10	EMPLOYEE SECURITY	25
11	LEAVES OF ABSENCE	28
12	MAINTENANCE OF STANDARDS	31
13	SUPERVISORS	32
14	HEALTH AND SAFETY	33
15	MECHANIZATION	37
16	MANAGEMENT RIGHTS	39
17	UNION LABEL	40
18	NEW OR CHANGED OPERATIONS	42
19	HOURS OF WORK AND OVERTIME	43

A G R E E M E N T

Between
SAM ANDREWS' SONS
And
UNITED FARM WORKERS OF AMERICA, AFL-CIO

TABLE OF CONTENTS
(Continued)

ARTICLE		PAGE
20	REPORTING AND STANDBY TIME----------	44
21	REST PERIODS----------	46
22	VACATIONS----------	46
23	BEREAVEMENT PAY----------	47
24	HOLIDAYS----------	48
25	JURY DUTY AND WITNESS PAY----------	50
26	RECORDS AND PAY PERIODS----------	51
27	INCOME TAX WITHHOLDING----------	52
28	CREDIT UNION WITHHOLDING----------	53
29	MEDICAL INSURANCE----------	54
30	JUAN DE LA CRUZ FARM WORKERS PENSION FUND----------	55
31	REPORTING ON PAYROLL DEDUCTIONS AND FRINGE BENEFITS----------	56
32	CAMP HOUSING----------	57
33	BULLETIN BOARDS----------	58
34	FAMILY HOUSING----------	59
35	SUBCONTRACTING----------	60
36	AGRICULTURAL AGREEMENTS----------	61
37	LOCATION OF COMPANY OPERATIONS----------	62

A G R E E M E N T

Between
SAM ANDREWS' SONS
And
UNITED FARM WORKERS OF AMERICA, AFL-CIO

TABLE OF CONTENTS
(Continued)

ARTICLE		PAGE
38	MODIFICATION----------	63
39	SAVINGS CLAUSE----------	64
40	SUCCESSOR CLAUSE----------	65
41	WAGES----------	66
42	DURATION OF AGREEMENT----------	71

A G R E E M E N T

PARTIES

THIS AGREEMENT is between SAM ANDREWS' SONS (hereinafter referred to as the "Company") and the UNITED FARM WORKERS OF AMERICA, AFL-CIO (hereinafter referred to as the "Union").

ARTICLE 1

RECOGNITION

Section 1. The Company recognizes the Union as the sole and exclusive labor organization representing all of the Company's agricultural employees in the bargaining unit set forth in the Agricultural Labor Relations Board's certification in Case No. 77-RC-1-D. In the event the ALRB certifies other employees not included within the certified unit, such additional employees shall be included within the terms of this Agreement with changes for local issues and local conditions. The term "employee" does not include: persons designated by the Company as supervisors; office, sales, and professional employees; security guards; and members of the immediate family.

Section 2. If the Company acquires any additional property by rent or lease for agricultural purposes, this Agreement shall apply to the Company's employees working on the property so long as permitted by law. No business device, including joint ventures, partnerships or any other forms of agricultural business operation, shall be used by the Company for the purpose of circumventing the obligations of this Agreement.

Section 3. 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 employees.

Section 4. Neither the Company nor its representatives shall interfere with the right of any employee to join and support the Union. The Company shall not grant special privileges or benefits to employees because of their participation or non-participation in union activities or penalize employees for same.

Section 5. The Company shall not promote or finance any competing labor organization.

Section 6. The Company shall notify all employees, supervisors, and officers of the policies and commitments as to recognition of the Union as they have been spelled out above.

Section 7. Both the Company and its representatives and the Union and its representatives shall conduct themselves on the job so as to maintain harmonious relationships between the parties. The owners of the Company and the agents of the Union shall not make any statements off of the job which disrupt harmonious relations between them. Nothing in this provision shall restrict the free speech rights of either party, their rights to engage freely in any form of political activity, or their right to join or participate in any organization. In the event of a repeated violation of this provision, a grievance may be filed. If such a grievance is appealed to arbitration, the only remedy that the arbitrator may issue is to direct the party to cease engaging in the specific on-the-job conduct

which he finds to be disruptive of harmonious relations. Nothing in this section shall limit the Company's right to discipline employees.

ARTICLE 2

UNION SECURITY

Section 1. Union membership shall be a condition of employment. Each employee 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. Any employee who fails to become a member of the Union within the time limits set forth herein, or who fails to maintain his membership in good standing shall be immediately discharged upon written notice from the Union to the Company, and shall not be reemployed until written notice from the Union to the Company of the employee's good standing status. The timely payment or tendering of dues and initiation fees to the Union, in amounts customarily and regularly charged by the Union shall constitute the sole criterion upon which "good standing," as that term is used in the Agreements, shall be determined.

Section 2. The Company agrees to furnish to Union in writing, within one week after the execution of this Agreement, a list of its employees giving the names, addresses, social security numbers and type of job classification.

Section 3. The Company agrees to deduct from each employee's pay initiation fees, all periodic dues, and

assessments as required by Union, upon presentation by the Union of individual authorizations signed by employees, directing the Company to make such deductions. Company shall make such deductions from employees' 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 the authorization so long as such authorization is in effect and shall remit moneys weekly. The Company shall provide a monthly summary report by the twelfth (12th) of the month, if possible, but no 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 employees, social security numbers, payroll periods covered, gross wages, total hours worked per employee, total number of employees and amount of Union dues deducted during such pay periods from each employee. 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.

Section 4. The Company will advise new employees 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

employees membership applications and dues check-off authorization forms as provided by the Union.

Section 5. The 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 any of the provisions of this Article.

ARTICLE 3

HIRING

Section 1. The purpose of this hiring procedure shall be to facilitate the hiring by the Company of the most qualified persons for the work available.

Section 2. The Company shall follow a centralized hiring procedure, designate a person or persons with the exclusive authority to hire new or additional employees, and hire out of its main office. Crew foremen shall not have the authority to hire new employees. Except as provided in Article 35, Subcontracting, labor contractors shall not hire new employees.

Section 3. Employees with seniority at the Company shall be recalled in accordance with provisions of Article 4, Seniority.

Section 4. When an applicant completes and submits an application, the Company shall enter in writing on the application the date and time it was submitted. The Company shall inform the applicant that he have a copy of his application and, where the applicant requests a copy, the Company shall give one to the applicant. However, nothing in this section shall require the Company to hire employees on the basis of the order in which they submit applications or to restrict in any other way the Company's ability to hire the most qualified persons for the work available.

Section 5. Applicants may obtain employment applications from the Company's office at times when the Company is accepting applications. The Company shall notify the Union in advance of the dates and times when it will be accepting applications. The Union shall have the right, upon request, to review the Company's records of applications received and persons hired at reasonable times.

Section 6. The Company shall attempt to notify the Union seven (7) days, or as soon as possible, prior to any layoff. Failure to give this notice shall not create any financial liability on the part of the Company to employees. The Company's only liability to employees to report for work shall be under Article 20, Reporting and Standby Time.

ARTICLE 4

SENIORITY

Section 1. In the event an employee works for the Company at least fourteen (14) days within the preceding ninety (90) calendar days, he shall acquire seniority with the Company retroactive to the original date of hire.

Section 2. Layoffs, recalls, and demotions, shall be based upon seniority, provided that the employee has the ability to perform the job. This shall not apply to layoffs, recalls, or demotions lasting less than five (5) workdays. The Company shall continue its practices with respect to crew, area and classification seniorty.

Section 3. Promotions to permanent job vacancies in the bargaining unit shall be based upon seniority and ability to perform the work. Employees with the longest seniority shall be given preference when ability is equal.

Section 4. In order to be eligible for promotion to a permanent job vacancy on the basis of seniority, an employee must have registered in advance his interest in such job on a form to be supplied to the Company. The Company shall make available to the Union the records as to such registrations. Where no employee with the proper qualifications has registered for the job to be filled, the Company may fill the vacancy by

hiring from the outside. to the extent practical, the Company shall attempt to provide training opportunities for promotions to permanent vacancies for employees who have registered for such jobs. Employees shall not be paid for the time spent receiving such training.

Section 5. Seniority shall be broken for any of the following reasons:

(a) Voluntary quitting;

(b) Discharge for just cause;

(c) The employee has been off work for three (3) consecutive days or more, and has failed to properly notify the Company;

(d) The employee fails to report to work at the termination of a leave of absence or vacation without approved extension in writing by the Company with a copy to be mailed to the Union. The employee shall request such extension on a form to be provided by the Company, with copies available for the employee and the Union;

(e) The employee fails to report to work when recalled as provided in Section 7;

(f) The employee is promoted to a supervisory job outside of the bargaining unit for a full season.

Section 6. The first five (5) workdays shall be a work evaluation period. An employee terminated during this work evaluation period shall have no recourse to the grievance procedure, except if he alleges that his termination was based upon his union sympathies or activity. The Company shall describe the work to be performed and give a physical demonstration of the work to new employees. An employee shall be given an opportunity to demonstrate his job performance. The supervisor shall point out the employee's mistakes in order to help him learn the job.

Section 7. In recalling employees, the Company shall notify them of the recall at least two (2) weeks prior to the estimated starting date, where possible. For preharvest operations, the Company shall attempt to give one week's notice. At the time the Company notifies employees of the recall, it shall also notify the Union of the estimated starting date, the approximate duration of the work, the names of the employees to be recalled, and their social security numbers. The Union shall use its best efforts to assist the Company with the recall of employees. Recalled employees shall check with the Company's designated representative within twenty-four (24) hours of the estimated starting date to determine the exact starting date. Employees shall not be eligible for reporting pay based upon the estimated starting date.

Section 8. Where an employee during the prior year worked in a particular operation and established seniority, he may be recalled for that operation in subsequent years without having to go through the procedure established in Article 3, Hiring.

Section 9. On February 1, May 1, August 1, and November 1 of each year, the Company shall provide the Union with a current seniority list containing the name of each employee, his original date of hire, his job classification, and his social security number. Where more than one employee has the same original date of hire, the employee with the lower last four digits in his social security number shall have the higher seniority. The Company shall post a copy of the seniority list. If the Union disagrees with the information recorded on the seniorty list, it may file a grievance in accordance with the provisions of Article 5, Grievance and Arbitration Procedure.

Section 10. Seniority as described in this Article is defined as the length of continuous service with the Company.

Section 11. As between crews, seniority for layoffs shall be determined on the basis of when the crew was recalled, the crew that first was recalled having the greatest seniority.

Section 12. Seniority shall not be applied so as to displace (bump) any employee within a crew, commodity, or geographic area.

ARTICLE 5

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. All disputes between the Company and the Union arising out of the interpretation or application of this Agreement shall be subject to the provisions of this Article.

Section 2. Grievances shall be processed in the following manner:

Step 1. Any grievance shall be immediately taken up by the supervisor involved and the Union steward. They shall use their best efforts to resolve the grievance within one (1) workday.

Step 2. If the grievance is not resolved in Step 1, the aggrieved party shall file the grievance in writing with a designated representative of the other party. The written statement of the grievance shall include a statement of the section of the contract alleged to be violated, a brief explanation of the nature of the grievance, and the names of those involved in the grievance. The Company and the Union shall meet within five (5) workdays after presentation of the written grievance.

If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Company representative and the Union representative. If no settlement is reached, the party receiving the grievance shall give its written answer within two (2) workdays following the meeting.

Step 3. If the grievance is not settled in Step 2, the party filing the grievance may appeal it to arbitration by giving written notice of its desire to arbitrate to the other party's designated representative as soon as possible after receiving its Step 2 answer, but in no event later than ten (10) days after receiving such answer. If the grieving party is unable to determine whether or not to appeal a grievance to arbitration within the ten (10) day period, it may obtain an additional twenty (20) days to submit the written notice appealing the grievance to arbitration by submitting a written notice to the other party within the ten (10) day period. The arbitrator shall not have the authority or jurisdiction to modify, detract

from or alter any provisions of this Agreement. Within these limitations, the arbitrator's authority shall include the power to: (1) revoke or modify any form of discipline; (2) award back pay to employees for any loss of earnings arising from a violation of this Agreement by the Company; (3) award damages to the Company or the Union for any losses arising from a violation of this Agreement by the other party; and (4) order compliance by all parties with the provisions of this Agreement. Where past practice is relevant in determining the meaning of a particular provision, the arbitrator shall consider only the past practice of the particular company involved in the grievance and shall not consider the practice of any other company. The decision of the arbitrator shall be final and binding on the Company, the Union and the employee or employees involved. The expenses of the arbitrator, including his fee, shall be shared equally by the Company and the Union.

Section 3. Grievances on discharges must be filed at Step 2 within five (5) days following the discharge. All other grievances must be filed at Step 2 within thirty (30) days from the date of the occurrence or discovery thereof. Grievances not filed within these time periods shall be deemed waived.

Section 4. Where possible, grievances shall be processed outside of working hours. However, if grievances are processed during working hours, they shall be processed without loss of pay to the employee, steward, and Grievance Committee, if they are employed by the Company at the time.

Section 5. Where the presence of a particular supervisor, employee, or Union representative is necessary for the settlement of a grievance, the Company and the Union shall attempt to make such persons available at the appropriate step of the grievance procedure. However, each party shall have the right to make the final determination as to who will be present at each step of the grievance procedure.

Section 6. _____ shall be the initial permanent arbitrator. _____, or any other permanent arbitrator subsequently selected, may be replaced upon the request of either party at any time by giving sixty (60) days' written notice to the other party. Upon giving such notice, the parties shall meet to select a new permanent arbitrator. In the event they cannot agree, they shall request a list of eleven (11) arbitrators from the State Conciliation

Service. After receipt of the list, the parties shall meet to select an arbitrator for each grievance. If the parties cannot agree upon the selection of an arbitrator, then they shall turn to the list of arbitrators received under procedures of the above paragraph. The party to strike first shall be selected by a coin toss. That party shall strike the first name from the list. The name remaining after each party has struck five (5) shall be the person designated as arbitrator for the particular grievance.

Section 7. 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. However, this shall not mean that the same grievance may be refiled in the future.

Section 8. Nothing in this Article shall be deemed to preclude the Trustees/Directors of the Juan De La Cruz Farm Workers Pension Fund from enforcing contributions due these funds under this Agreement by means of litigation.

Section 9. 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) workdays 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) workdays from the written responsive answer. If such a grievance is presented to the arbitrator, it is agreed that it will take precedence, as to investigation, hearing date, and issuance of decision over any other case.

Section 10. 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 consideration in a formal hearing. An application for such a hearing may be ex parte, provided that the applying party has given reasonable notice to the opposing party of its intention to proceed to arbitration. In such cases, the arbitrator must make a preliminary finding as to his or her competence to hear the matter in question. This decision shall be made on the basis of the provisions and terms set forth in Section 2 of this Article. If the arbitrator finds that he has the authority under the terms of this Agreement to hear the matter, he shall so inform the charged party and proceed to hold a formal hearing on the merits of any such petition or grievance no sooner than one (1) day after such notice has been provided to the charged party.

ARTICLE 6

NO STRIKE CLAUSE

Section 1. There shall be no strikes, slow downs, boycotts, interruptions of work by the Union, nor shall there be any lockout by the Company.

Section 2. If any of said events occur the officers and representatives of the Union and/or Company, as the case may be, shall do everything within their power to end or avert such activity.

Section 3. Employees covered by this Agreement shall not engage in any strike, slow down or other interruption of work, which action is not approved by the Union.

ARTICLE 7

RIGHT OF ACCESS TO COMPANY PROPERTY

Section 1. Duly authorized and designated representatives of the Union shall have 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 employees.

Section 2. Before a Union representative contacts any of the employees during working hours, he shall notify the Company that he is on the premises.

Section 3. The Union shall advise the Company of the names of its duly authorized and designated representatives.

ARTICLE 8

DISCIPLINE AND DISCHARGE

Section 1. The Company shall have the sole right to discipline and discharge employees for just cause, providing that in the exercise of this right it does not act in violation of the Agreement. No employee shall be disciplined or discharged except for just cause.

Section 2. 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. Where a steward or Union representative is not available, the Company may suspend the employee pending discharge.

Section 3. Written notice of a discharge shall be given to the employee involved and the Union within two (2) workdays after the date of the discharge. A letter which is postmarked within such two-day period shall be considered to be in compliance with this notice requirement. The time limit for the initial filing of a grievance challenging a discharge under Section 2 of Article 5, Grievance and Arbitration Procedure, shall not begin to run until the Union receives this written notice.

Section 4. In relation to discharges, the steward of the employee to be discharged shall have the right to interview the employee in private. Where possible, such interview shall occur outside of working hours.

Section 5. Individual performance in relation to a piece rate, or incentive plan, shall not be conclusive evidence for the purpose of disciplining or discharging an employee, except where the employee's performance is substantially below the normal performance of the Company's employees. This provision shall not limit in any way the Company's right to discipline or discharge employees for unsatisfactory work performance.

ARTICLE 9

NO DISCRIMINATION

Neither the Company nor the Union shall discriminate on the basis of race, age between ages 40 and 70, color, religion, sex, national orgin or union activity or lack thereof.

ARTICLE 10

EMPLOYEE SECURITY

Section 1. Any employee may refuse to cross a lawful, sanctioned picket line against another company, and the Company shall not discipline or discharge employees for refusing to cross such a picket line.

Section 2. No employee shall be required to perform work that normally would have been performed by employees of another company who are engaged in a lawful strike sanctioned by the Union.

Section 3. For the purpose of this Article, a "lawful" picket line is one that is not related to a strike in violation of a contractual no-strike provision or one which has not been determined under the Agricultural Labor Relations Act to be unlawful.

Section 4. The Union shall notify the Company in writing which picket lines in the Company's immediate geographical area are sanctioned by the Union at employers growing the same crops grown by the Company, or if there is another reason to believe that the Company could be affected by the picket line.

Section 5. The provisions of this Article are not limitations in any way on the rights of the Company as set forth in Article 36, Agricultural Agreements. The provisions of Article 14, Health and Safety, also apply.

ARTICLE 11

LEAVES OF ABSENCE

Section 1. Any employee elected or appointed to an office 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 employee 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.

Section 2. 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 ~~to~~ by the Union to the Company at least two (2) days prior to commencement of any such leaves;

2. Such leaves of absence shall be granted to not less than one (1) employee or more than ten percent (10%) of the employees in each job classification (including the employees on leave under Section 1) unless it would unreasonably disrupt work. In such case the parties shall meet to designate the number of employees, if any, should be granted this leave of absence;

3. This section shall not apply to operations during critical periods such as the first and last week of harvest, if it would harm operations.

Section 3. A leave of absence without pay shall also be granted to employees by the Company upon employees 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. An employee 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 employee shall be granted a job equal to that he or she would have had with the Company had he or she remained in the 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;

5. Up to two years' of illness or injury requiring absence from the job. The Company shall require substantiation by medical certificate or other adequate proof of illness;

4 For valid personal reasons not to exceed sixty (60) days;

3 Up to one year for maternity;

6 Up to six (6) months for the purpose of further training and education provided, however, that:

a The Company shall require proof of enrollment;

b Training or education must be directly related to employee's job with the company.

c. The training or education would prevent the employee's full- time employment with the Company;

d Not more than six (6) employee's shall be on leave at the same time

Section 4. All leaves of absence and extensions 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's representatives, the employee requesting the leave and the Union steward or other Union representative to signify receipt of the Union's copy. A leave of absence may be extended by the Company for a valid personal reason if a request for an extension is made by the employee in writing to the Company with a copy to the Union prior to the termination of the original leave. However, a request for an extension may be submitted simultaneously with the request for a leave of absence for a valid personal reason if the employee has special circumstances which require additional time.

Section 5. Leaves of absence shall not be granted for employees to work elsewhere or to venture into business.

Section 6. Leaves of absence schedules under this section where more employees have applied for leave of absence at the same time than can be spared by the Company, shall be allocated on the basis of seniority with the employee having the highest seniority having first preference for this leave of absence. However, where an employee requests an emergency leave the Union and the Company may agree to his/her leave in preference to that employee over other employees with higher seniority.

Section 7. 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.

Section 8. It is understood that with regard to leaves of absence for personal reasons, as provided for above in Section 3, paragraph 4 and in Section 4, all leaves of absence for valid personal reasons shall be taken only with the consent of the Company.

ARTICLE 12

MAINTENANCE OF STANDARDS

Section 1. All conditions of employment relating to wages, hours of work, and general working conditions which provide benefits in excess of or in addition to the benefits established by this Agreement shall remain in effect for the term of this Agreement, except as they are changed or eliminated by mutual agreement or in accordance with Section 2 below.

Section 2. The Company shall have the right to change or eliminate any local working condition if, as the result of action taken by Management under Article 16, Management Rights, the basis for the existance of the local working condition is changed or eliminated, thereby making it unnecessary to continue such local working condition; provided, however, that when such a change or elimination is made by the Company, any affected employee shall have recourse to the grievance procedure and arbitration, if necessary, to have the Company justify its action.

ARTICLE 13

SUPERVISORS

Supervisors and other employees not included in this bargaining unit shall not perform any work covered by this Agreement, except for instruction, training, emergencies, and those types of miscellaneous job duties which supervisors have performed in the past which do not displace bargaining unit workers from work they would normally perform nor prevent the recall of bargaining unit workers from work they would normally perform. Supervisors will not be added for the purpose of displacing or avoiding the recall of bargaining unit workers.

ARTICLE 14

HEALTH AND SAFETY

Section 1. The Union and the Company are concerned with the health and safety of the employees and the protection of the consumers and the environment. Therefore, the Company expressly agrees to strictly comply with all applicable federal and state laws, rules and regulations promulgated for the health and safety of employees. This Article shall include but not be limited to the use of machinery, vehicles, and dangerous chemicals and sprays, and any provision of food, drinking water, housing and sanitary facilities.

Section 2. Tools and equipment necessary to perform the work shall be provided and maintained by the Company. Protective garments as required by law or as provided in the past by the Company to safeguard the employee's health or safety, or to prevent injury to an employee's person shall be provided and maintained by the Company. Employees shall be responsible for returning all such equipment that was issued to them, but shall not be responsible for normal wear and tear. Employees shall be charged the actual cost of equipment that is not returned. Receipts for returned equipment shall be given to the employee by the Company. The Company may charge a reasonable deposit as security for the cost of tools and equipment issued to him. Such deposits must be kept in a trust

account. Interest on such deposits, if any, shall be given to the employees upon return of the equipment. The Company may deduct from an employee's last paycheck the additional cost of tools and equipment not returned to him.

Section 3. The Company shall not use any pesticide whose use is prohibited by state or federal law or regulation. The Company shall comply with all restrictions established by the State on use of such materials.

Section 4. The Company shall make available to the Union information required by the Department of Food and Agriculture relating to the use of restricted pesticides, including:

1. Pesticides used, or to be used, including brand names plus active ingredients, registration number on the label and manufacturer's batch or lot number;

2. Dates and times applied or to be applied;

3. Location of crops or plants treated or to be treated;

4. Amount of each application, including volume and rate per acre;

5. Method of application;

6. Persons who supplied and who will apply or applied the pesticide and permit numbers;

7. Pests treated; and

8. Date of harvest.

Section 5. The Company shall notify a Union representative prior to the application of herbicides or pesticides if employees are working at the time of the application. Such notification may be given by writing or telephoning a Union representative at an address or telephone number given by the Union to the Company. If prior notice is not given, the notification may be done orally to the Union representative. If employees are not working at the time of the application, the Company shall make the information available to the representative upon his request at the time the employees return to work. Failure to give prior notice required by this Section shall not give the employees the right to refuse to work, except as provided in Section 7, and shall not be a violation of this Agreement unless such failure is intentional and repeated.

Section 6. When the Company applies organo-phospnates, any employees making the application will be given at the Company's expense one baseline cholinesterase test and any other additional tests as required by the law, and, if requested, the results of such tests shall be made available to an authorized Union representative.

Section 7. No employee shall be required to work in any work situation which would immediately endanger his health or safety.

Section 8. In accordance with the law, there shall be adequate toilet facilities, separate for men and women in the field, readily accessible to employees, which shall be maintained by the Company in a clean and sanitary manner.

Section 9. Each place where there is work being performed shall be provided with suitable cool, potable drinking water convenient to the employees. Individual paper drinking cups shall be provided.

Section 10. Adequate first aid supplies shall be provided and kept in a clean and sanitary dust-proof container.

ARTICLE 15

MECHANIZATION

Section 1. The Company shall have the right to continue to use mechanical equipment it has used in the past.

Section 2. The Company shall have the right to use new mechanical equipment (except for harvesting table grapes) if:

(a) such equipment is in use by other agricultural employers; and

(b) the Company meets with the Union before introducing such equipment to discuss the training of displaced employees to operate and maintain the new mechanical equipment, the placement of displaced employees in other jobs with the Company, the training of such employees for other jobs with the Company, or the placing of such employees in a perferential hiring list which the Company and the Union shall use in conjunction with Article 3, Hiring. Before introducing new mechanical equipment, the Company shall consider carefully continuing to use hand labor to perform the work for which the new equipment is to be used when it is practical and economically feasible to do so and if such hand labor is available. However, the

Company shall make the final determination as to whether to continue to use hand labor or to use mechanical equipment.

Section 3. If the Company anticipates the mechanization of table grape harvesting, it shall notify the Union, and, upon request, bargain with the Union prior to the introduction of such mechanical harvesting equipment. If the parties cannot agree on the introduction of such equipment, the Company shall have the right to utilize it and the Union shall have the right to strike, notwithstanding the provisions of Article 6, No Strike Clause.

ARTICLE 16

MANAGEMENT RIGHTS

All functions, rights, powers and authority which the Company has not specifically modified by this Agreement are recognized by the Union as being retained by the Company, including but not limited to the exclusive right to direct and supervise the work force, to make work assignments, to transfer employees, to determine when overtime shall be worked and whether to require overtime, to determine the means and methods by which work is to be performed, to establish the size of crews or the number of employees and their classifications in any operation, to determine the equipment, machinery, methods or processes to be used, and to change or discontinue existing equipment, machinery, methods or processes.

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:

Section 1. The Company will make known to the designated Union representatives, at the Union's request the Company's labels.

Section 2. The Union label and Union seal are and shall remain the sole property of the Union. During the term of this Agreement, the 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 may, at the option of the Company, bear the Union label or seal. In this regard the Company shall not sell, transfer, or assign its right to use of 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.

Section 3. Security Clause. In the event of the Company's misuse of the Union label or seal on packages or

units harvested and packed by nonunion employees, 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.

Section 4. 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 classification and rates of pay in Article 42, Wages 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 Step 2. 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

Section 1. Employees in the General Field Labor classification who are assigned to work more than nine (9) hours in any workday shall receive one and one-half (1-1/2) times their regular rate of pay for all hours worked in excess of nine (9) hours.

Section 2. Other employees who are assigned to work more than ten (10) hours in any workday or more than sixty (60) hours in any workweek shall receive one and one-half (1-1/2) times their regular rate of pay for all hours worked in excess of ten (10) hours in such day or in excess of sixty (60) hours in such week.

Section 3. The Company shall continue to provide any overtime benefits which are in excess of the benefits specified previously in this Article.

ARTICLE 20

REPORTING AND STANDBY TIME

Section 1. An employee who is required to report for work and does report and is furnished no work shall be paid at least four (4) hours at his hourly rate of pay or his average hourly piece rate earnings based on the preceding payroll week. If employees commence work and they are furnished less than four (4) hours of work, hourly paid employees shall be paid at least four (4) hours that day at their hourly rate of pay, and piece rate employees shall be paid the piece rate earned during the time worked and general field harvesting hourly rate for the remaining time up to four (4) hours that day. This section shall not apply where work covered by this Agreement is delayed or cannot be carried out because of rain, frost, government condemnation of crop, drop in allowable sugar content, or other causes beyond the control of the Company.

Section 2. An employee shall be paid for all time he is required to remain on the job at his hourly base rate of pay.

Section 3. Employees who are notified not to report for work before the scheduled starting time shall not be eligible for reporting pay.

ARTICLE 21

REST PERIODS

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

ARTICLE 22

VACATIONS

The Company shall provide vacations with pay to employees according to the following schedule, based on hours and gross earnings in the prior calendar year (January 1 through December 31):

Section 1. All employees who worked fifteen hundred (1,500) hours or more in the prior calendar year shall receive an amount equal to two percent (2%) of their total gross earnings earned in the prior calendar year.

Section 2. All employees who worked fifteen hunred (1,500) hours or more in the prior calendar year and who have at least three (3) years of seniority with the Company shall receive an amount equal to three percent (3%) of their total gross earnings in the prior calendar year.

Section 3. All employees who have worked fifteen hundred (1,500) hours or more in the prior calendar year and who have at least six (6) years seniority with the Company shall receive an amount equal to four percent (4%) of their total gross earnings earned in the prior calendar year.

ARTICLE 23

BEREAVEMENT PAY

An employee who misses work in order to attend the funeral of a member of his immediate family (father, mother, child, brother, sister, husband, or wife, mother-in-law, or father-in-law) and who has worked for the Company at least five (5) days, including days off on excused absences, during the two (2) weeks preceding the week of the funeral, shall be paid what he would have earned if he had been working for the Company, not to exceed three (3) days. Before making such payments, the Company may require the employee to present a death certificate or other evidence of death

ARTICLE 24

HOLIDAYS

Section 1. Commencing with the effective date of this Agreement, the following shall be paid holidays:

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

Section 2. Holiday pay shall be the daily average pay earned during the payroll week immediately preceding the holiday.

Section 3. To be eligible for a paid holiday not worked, an employee must be a seniority employee who worked the scheduled work days both immediately before and after the holiday.

Section 4. Work on any holiday shall be paid at one and one-half times (1-1/2x) the employee's regular rate in addition to holiday pay.

Section 5. Holiday pay shall be issued to all employees 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 employee qualifies for the holiday.

ARTICLE 25

JURY DUTY AND WITNESS PAY

Employees 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. An employee 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 employee 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 employee must provide the Company with a copy or notice summoning him to appear and if so requested, documentary evidence and the amount of fees received for performing such service.

ARTICLE 26

RECORDS AND PAY PERIODS

Section 1. The Company shall keep full and accurate records, including total hours worked, piece-rate or incentive rate records, total wages and total deductions. Employees shall be furnished a copy of the itemized deductions, hourly rates, hours worked, cumulative hours worked to date, wages earned, and cumulative wages earned each payday which shall include the employee 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 on request.

Section 2. The Union shall have the right, upon reasonable notice given to the Company, to examine monthly reports to the Juan de la Cruz Farmworkers Pension Fund.

Section 3. The Union shall have the right, upon reasonable notice given to the Company, to examine timesheets, work production records, or other records that pertain to employees' compensation.

ARTICLE 27

INCOME TAX WITHHOLDIN

The Company shall deduct federal and state income tax in accordance with standard practices with scheduled deductions for employees agreeing in writing to such withholding. Such agreement shall be binding upon the employee 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 28

CREDIT UNION WITHHOLDING

Upon proper written authorization from an employee to the Company, deductions, as provided for in such authorization, shall be made by the Company for the Farmworkers Credit Union, and such money and report shall be forwarded on a monthly basis to that organization at Post Office Box 62, Keene, California 93531, or such other address as designated by the administrator of the credit union.

ARTICLE 29

MEDICAL INSURANCE

The Company shall maintain the present medical insurance benefits during the term of this Agreement.

ARTICLE 30

JUAN DE LA CRUZ FARM WORKERS PENSION FUND

Section 1. The Company shall contribute to the Juan De La Cruz Farm Workers Pension Fund ten cents (10¢) per hour for each hour worked by each employee.

Section 2. In accordance with Article 31, Reporting On Payroll Deductions and Fringe Benefits, the monies and a summary report shall be remitted to the Fund at the Los Angeles County lock box address designated by the Administrator of the Plan. The address is Juan De La Cruz Farm Workers Pension Fund, Dept. 2-6242, Los Angeles, CA 90088. In the event said Administrator changes the designated address during the term of this Agreement, the Company shall not be bound by such change until it receives written notice thereof, Certified Mail, Return Receipt Requested.

ARTICLE 31

REPORTING ON PAYROLL DEDUCTIONS AND FRINGE BENEFITS

All contributions due hereunder on fringe benefit plans shall be computed on the preceding monthly payroll for each employee covered by the Collective Bargaining Agreement. In conjunction therewith, a monthly summary report will be submitted on or before the twentieth (20th) of every month covering the preceding monthly payroll for which contributions or fringe benefits are due. The monthly summary report shall include the employees' names, social security numbers, total hours worked by employees, total number of employees, and amount of contributions.

ARTICLE 32

CAMP HOUSING

Section 1. 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 an employee's race, age, creed, color, religion, sex, political belief, national origin, language spoken, or union activity.

Section 2. During the life of this Agremeent, the Company shall operate and maintain its camp housing in the same manner as before the execution of this Agreement. If the Company requires additional housing, the rates to be charged shall be on a level not greater than current rates in the area for similar housing.

Section 3. 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 employees.

Section 4. Camp boarding and housing shall be operated on a nonprofit basis. Camp housing shall be kept in a safe and clean condition.

ARTICLE 33

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 34

FAMILY HOUSING

The Company and the United Farm Workers of America, AFL-CIO, recognize that one of the most serious needs of farmworkers, particularly migrant farm families who help produce food for the nation, is adequate family housing. It is mutually agreed by the Company and the 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 35

SUBCONTRACTING

Section 1. The Company shall have the right to subcontract under the following conditions:

(a) when its employees do not have the skills to perform the work to be subcontracted; or

(b) when the operation to be subcontracted requires specialized machinery or equipment not owned by the Company; or

(c) when the subcontracted operation has been subcontracted in the past by the Company.

Prior to subcontracting under (a) and (b), the Company shall notify the Union and, upon request, discuss the need for said subcontracting. Subcontracting shall not be done for the purpose of avoiding the provisions of this Agreement.

Section 2.. Where the Company subcontracts under Section1, persons working on the subcontracted operation shall be covered by this Agrement only if they have been covered by fringe benefits provided by the Company in the past.

If the Asparagus harvest work is not performed by a custom harvester, the harvesting employees shall be covered by this contract.

ARTICLE 36

AGRICULTURAL AGREEMENTS

Section 1. It is recognized by the parties that various types of legal entities are used in the agricultural industry including but not limited to general and limited partnerships, joint ventures, and other legal contractual arrangements for the leasing of land and equipment, growing, packing, harvesting, and/or selling of agricultural crops. The Union shall not prevent nor hinder the Company from entering into any of these legal arrangements by any of the provisions of this Agreement nor otherwise. In the event the Company enters into any of these relationships, the Union agrees not to interfere with these contractual arrangements nor prevent in any manner the growing, packing, harvesting, and/or selling of any crop in which the Company may have an interest.

Section 2. It is understood that the filing of a petition for representation under the ALRA would not be considered interference under this paragraph.

Section 3. The Employer shall not purchase crops from other employers if: (1) the Union is engaged in lawful economic action against the other employer at the time of the purchase; and (2) the Union has given the Employer written notice of such action prior to the purchase.

ARTICLE 37

LOCATION OF COMPANY OPERATIONS

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

ARTICLE 38

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 39

SAVINGS CLAUSE

In the event any portion of this Agreement shall become or be deemed illegal as a result of any applicable local, state, or federal law, only that portion of this Agreement so affected shall be rendered inapplicable. In no event shall the balance of the Agreement be affected.

ARTICLE 40

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 the business or assets, either in whole or in part, which does not involve continuation of the employees 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 41

WAGES

BAKERSFIELD

VEGETABLES AND MELONS

(Commencing with listing and all other operations thereafter until final harvest of crop.)

CLASSIFICATION	RATE
Tractor Operator I	6.47
Tractor Operator II	6.35
Grader Operator	6.47
Water Truck Driver	5.33
General Field, Harvesting, Pre-Harvest, Thinning and Hoeing	5.40
Irrigator	5.50
Irrigator - Piece Rate:	
Laying lateral pipe per 1/2 mile (3-man crew)	5.50
Moving pipe per 1/4 mile	5.12
Lettuce:	
Ground Pack 24's	0.~~8750~~
Ground Pack 30's	0.~~9450~~
Water Boy (if any)	5.50
Windrow (if any)	5.40
Cantaloupes:	
Sack - Hourly	5.50
- Per Foot	6.37
Machine - Hourly	5.40
- Per Foot	6.32
Honeydews and Mixed Melons:	
Machine - Hourly	5.40
Melon Trailer Pullers - (if any)	6.35
Covering Crenshaws - Hourly	5.40
Watermelons:	
Cutters - Per Ton	5.25
Picking and Trucking - Per Ton	6.825

WAGES

HOLTVILLE

VEGETABLES AND MELONS

(Commencing with listing and all other operations thereafter until final harvest of crop.)

CLASSIFICATION	RATE
Tractor Operator I	6.47
Tractor Operator II	6.35
Grader Operator	6.47
Water Truck Driver	5.33
Listing Premium - Per Acre	.25
General Field, Harvesting, Pre-Harvest, Thinning and Hoeing	5.40
Irrigator	5.50
Irrigator - 24-hour shift	115.50
Lettuce:	
Ground Pack 24's	~~0.8750~~ 0.90
Ground Pack 30's	~~0.9450~~ 0.95
Water Boy (if any)	5.50
Windrow (if any)	5.40
Cantaloupes:	
Sack - Hourly	5.50
- Per Foot	6.37
Machine - Hourly	5.40
- Per Foot	6.32
Honeydews and Mixed Melons:	
Machine - Hourly	5.40
Melon Trailer Pullers - (if any)	6.35
Covering Crenshaws - Hourly	5.40
Watermelons:	
Cutters - Per Ton	5.25
Pitching and Stacking - Per Ton	6.825

WAGES

BAKERSFIELD

ALL OTHER CROPS (INCLUDING COTTON)

CLASSIFICATION	RATE
Tractor Operator I	5.89
Tractor Operator II	5.70
Water Truck Driver	5.70
Grader and Backhoe Operator	5.89
General Field, Harvesting, Pre-Harvest, Thinning and Hoeing	4.86
Irrigation:	
Irrigator	4.88
Piece Rate:	
Lateral pipe per 1/2 mile (3-man crew)	4.88
Move pipe per 1/4 mile - per man	5.48
Cotton over 4'	5.89
Cotton over 5'	6.92

WAGES

HOLTVILLE

ALL OTHER CROPS (INCLUDING COTTON)

CLASSIFICATION	RATE
Tractor Operator I	5.89
Tractor Operator II	5.70
Grader Operator	5.89
Water Truck Driver	5.70
Listing Premium - Per Acre	.25
General Field, Harvesting, Pre-Harvest, Thinning and Hoeing	4.86
Irrigator	4.88
Irrigator - 24-Hour Shift	102.48

WAGES

BAKERSFIELD

SHOP

CLASSIFICATION	RATE
Mechanic	7.25
Assistant Mechanic	6.40
Gardner	5.85
Shop Helper	5.85
Welder	7.25
Assistant Welder	6.40
Pipe Repair	6.55
Assistant Pipe Repair	5.85
Shop Helper	5.85
Hoist Truck Operator	6.40

ARTICLE 42

DURATION OF AGREEMENT

The term of this Agreement shall be one year from th date this Agreement is signed.

Executed this _____ day of _____,

UNITED FARM WORKERS OF AMERICA, AFL-CIO

By _____

SAM ANDREWS' SONS

BY _____