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7/4/73 - 7/15/73

MASTER AGREEMENT BETWEEN

BUD ANTLE, INC. AND GENERAL TEAMSTERS,
WAREHOUSEMEN AND HELPERS UNION, LOCAL 890
Headquarters at Salinas, California

THIS AGREEMENT AND SUPPLEMENTAL AGREEMENT hereto between BUD ANTLE, INC., a California corporation, hereinafter referred to as the "Company", and the GENERAL TEAMSTERS, WAREHOUSEMEN AND HELPERS UNION, LOCAL NO. 890, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the "Union", acting for and on behalf of the hereinafter designated employees of the company as their exclusive bargaining representative for all work covered by this Master and Supplemental Agreements thereto.

SECTION 1 - Union Membership

(a) If any person who is not a member of the Union be employed, such person shall, within thirty-one (31) days after commencing work for the Company make application to become a member of the Union, and the Union agrees that it will not discriminate against such applicant; and employee to whom membership is made available on the same terms and conditions generally applicable to other Union members and who fails to become a member of the Union, or whose membership in the Union is terminated because of failure to tender the periodic dues and initiation fees uniformly required by Union, shall, upon written request by the Union to the Company, be discharged and shall not be re-employed until the Union indicated in writing that he has paid such dues and initiation fees. Unless indicated otherwise on the enclosed

supplemental agreements, the above initiation and dues condition shall be in effect for all employees covered under this contract.

(b) Within five (5) days after employment the Company shall notify the Union, by telephone or on cards furnished by the Union, of the name, address, social security number, date employed, and job classification of any employee covered under the terms of this agreement.

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

(d) The provisions of Section 1, (a) and (b) of this agreement shall have no application to the operations of the Company, if any, in the State of Arizona and the whole of said section is hereby deleted for the operations in the State of Arizona. The Union asserts that the amendment to the Constitution of the State of Arizona, commonly referred to as "The Right to Work Bill", is unconstitutional and invalid and specifically reserves the right to secure a judicial determination thereof. Should the said constitutional amendment be repealed or held invalid by the court of last resort, the provision of (d) of Section 1 of this agreement shall be eliminated and the provisions of (a) and (b) of Section 1 of this agreement shall thereupon become effective as to operations in Arizona, except as same may be modified or superseded by any act of Congress.

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

(1) Membership in the Local Union is not compulsory.

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

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

(3) In accordance with the policy set forth under subparagraphs (1) and (2) of this Section all employees shall, as a condition of continued employment, pay to the Local Union, the employees' exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Local Union, which shall be limited to an amount of money equal to the Local Union's regular and usual initiation fees, and its

regular and usual dues. For present employees, such payments shall commence thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is the later, and for new employees, the payment shall start thirty-one (31) days following the date of employment.

(f) If any provision of this Article is invalid under the law of any state wherein this contract is executed, such provision shall be modified to comply with the requirements of State law or shall be re-negotiated for the purpose of adequate replacement.

CHECK-OFF

The Employer agrees to deduct from the pay of all employees covered by this Agreement the dues, initiation fees and/or uniform assessments of Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions prior to the end of the month for which the deduction is made. Where laws require written authorization by the employee, the same is to be furnished in the forms required.

SECTION 2 - Scope of Agreement

The execution of this Master Agreement on the part of the Employer shall cover all operations of the employer which are covered by this agreement, and shall have application to the work performed within the classifications defined and set forth in the Agreements Supplemental hereto in all areas.

All such Supplemental Agreements are subject to and controlled by the terms of this Master Agreement and are sometimes referred to herein as "Supplemental Agreements".

SECTION 3 - Non-Covered Units

This agreement shall not be applicable to those operations of the Employer where the employees are covered by a collective bargaining agreement with a Union not signatory to this Agreement.

SECTION 4 - Single Bargaining Units

The employees covered under this Master Agreement and the various Supplements thereto shall constitute one bargaining unit.

SECTION 5 - No Strike - No Lockout

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

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

SECTION 6 - No Rate Reduction - No Split Shift

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

SECTION 7 - Inspection Privileges

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of

adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the firm's working schedule.

SECTION 8 - Holidays

(a) The following days should be observed as plant holidays: Sunday, Christmas, New Year's Day, Washington's Birthday (3rd Monday in February), Memorial Day (last Monday in May), 4th of July, Labor Day, Veterans Day (4th Monday in October), Thanksgiving Day (4th Thursday in November).

(b) Labor Day, Thanksgiving Day, Christmas, January 1st, and the 4th of July shall be paid holidays.

Employees qualified for holiday pay shall receive eight (8) hours straight time pay even though no work is performed on the holiday. If work is performed on any of these five (5) holidays the employee shall receive in addition to the eight (8) hours holiday pay the overtime rate of time and one-half for all hours worked.

All work performed on any holidays other than these five (5) paid holidays shall be paid for at the overtime rate of time and one-half.

(c) When the holiday falls on Sunday, the day designated by State or Federal proclamation shall be observed as a holiday.

1. The above holiday provision shall be applicable to employees on the seniority list who worked any time during the month in which the holiday falls. Line Haul drivers holiday pay shall be as provided by Line Haul Supplemental Agreement (F).

SECTION 9 - Grievance Provisions

Should any dispute or grievance arise under or as to the terms of interpretation of the provisions of this agreement that cannot be settled amicably between the business agent of the Union and the representative of the Company, such dispute shall be referred to an arbitration committee, consisting of two representatives from the Company, two representatives from the Union, and a third disinterested party. In the event the representatives of the Company and the Union cannot agree on who the third disinterested party shall be within ten (10) days, they shall call upon the Federal Mediation and Conciliation Service to appoint such third disinterested party. Decisions of a majority of the arbitration committee of the five members shall be final and binding upon the parties to this agreement. Any expenses incurred covering the disinterested third party shall be borne equally by the Company and the Union.

SECTION 10 - Leaves of Absence

Leaves of absence may be granted by applying to and receiving approval from the Company and the Union. All leaves of absence shall be in writing, signed by the Company and employee and one copy shall be sent to the Union.

SECTION 11 - Travel Pay

When men are required to travel over one hundred (100) miles from area to area, the Company shall pay one days pay (eight (8) hours) and one days travel allowance (\$12.50). When the men are required to travel over three hundred fifty (350) miles from area to area, the Company shall pay two days pay (sixteen (16) hours)

and two days travel allowance (\$25.00). When the men are required to travel over five hundred fifty (550) miles from area to area, the Company shall pay three days pay (twenty four (24) hours) and three days travel allowance (\$37.50).

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

SECTION 12 - State Unemployment Insurance

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

SECTION 13 - Management Rights

Bud Antle, Inc. shall have the exclusive right to direct the work force, to direct the means and accomplishments of any work, to determine the number of workers required for any job classification including the number to be employed at the classification rates of pay as provided in this Agreement and each Supplemental Agreements. Bud Antle, Inc. shall have the right to hire and fire workers subject to the provisions of Section 9 of this Agreement governing disputes and grievances.

The employer shall have the right to discharge any employee for insubordination, drunkenness, incompetency, failure to perform work as required, or failure to observe safety rules and regulations or employer's posted rules and regulations. However, any employee who feels that he has been unfairly discharged shall have the

right within ten (10) days to bring the matter as a grievance. Failure to act in writing within ten (10) days shall waive the grievance.

SECTION 14 - Health and Welfare, Major Medical, Dental and Visual
Eye Care

The Company agrees to maintain a health and welfare plan with the California Teamster Health and Welfare Trust Policy Plan 1000 A as modified July 1, 1973, or other insured plan providing benefits, terms and conditions not less than the coverage presently provided by the California Teamster Health and Welfare Plan 1000 A, as modified July 1, 1973, for each eligible employee covered by the terms of this agreement commencing July 1, 1973.

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

An eligible employee is an employee who has worked eighty (80) hours for the company in the preceding month and is on the payroll of the company and is not disabled on the first (1st) day of the month in which he is to be insured.

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

(10th) day of the month, provided the employer is not obligated to pay insurance for that month.

In addition to the above premiums the employer shall pay the sum of One Dollar and Seventy-three cents (\$1.73) to a Funeral Plan Trust for each eligible employee.

SECTION 15 - Pension Plan

The Company shall pay into the Western Conference of Teamsters Pension Trust Fund for the benefit of each of its eligible employees covered under Supplemental Agreements A (Truck Drivers), B (Shop), and E (Line Haul) the premium sum of Thirty-five Cents (35¢) per hour effective 7-1-73; Forty Cents (40¢) per hour effective 7-1-74; and Forty-five Cents (45¢) per hour effective 7-1-75.

The premium sums shall be paid for each hour worked up to a maximum of two thousand seventy-six (2076) hours in any calendar year.

SECTION 16 - Collective Bargaining

The Union agrees with Company that insofar as any matters pertaining to this agreement shall be submitted to the membership of the Union that only those workers employed by the Company and covered by this Agreement shall have the right to determine whether or not to accept or reject modifications, extension or consider other matters relating to this Agreement. In other words, the Company shall deal solely with its own employees through the Union representatives as provided by this Agreement.

SECTION 17 - Funeral Leave and Jury Duty

In the event of a death in the family (father, mother, wife,

husband, brother, sister, son or daughter, employees' spouse mother or father, without exception), a regular employee shall be entitled to four (4) days off with eight (8) hours straight time pay each day to attend the funeral.

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

SECTION 18 - New Classifications

In the event of any new classifications not contained in this Agreement which were not negotiated at the signing of the Agreement be created said classification shall be negotiated in thirty (30) days from the date made known to either party and further made part of the Agreement. Adjustments of disputes or differences on classifications shall be settled through disputes and grievance procedure as provided in Section 9 of this Agreement.

SECTION 19 - Company Rules

The Company has the right to establish such reasonable company rules as it deems necessary provided that such rules are not contrary to the terms and conditions of this Agreement.

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

In the event the Company and the Union cannot agree on such rule or rules the dispute shall be subject to Section 9 - Grievance Provision.

SECTION 20 - Cost of Living

All employees covered by this Agreement shall be covered by the provisions for a cost-of-living allowance, as set forth in this section.

The amount of the cost-of-living allowance shall be determined and redetermined as provided below on the basis of the "Consumer Price Index for Urban Wage Earners and Clerical Workers Labor Statistics, U. S. Department of Labor (1957-1959 = 100)" and referred to herein as the "Index".

The first cost-of-living allowance shall be effective the first pay period beginning on or after July 1, 1974, based on the difference between the Index figure of April 1, 1973 and the Index figure for March 31, 1974, and shall be a minimum of 5¢ per hour.

The second cost-of-living allowance shall be effective the first pay period beginning on or after July 1, 1975, based on the difference between the Index figure of April 1, 1974 and the Index figure for March 31, 1975, and shall be a minimum of 5¢ per hour.

Adjustments in the cost-of-living allowance shall be made on the basis of changes in the Index as follows:

There shall be a 1¢ per hour adjustment for every .3 point increase in the index to each classification rates of pay as provided in this Agreement up to a maximum of 6¢.

For example:

| | Allowance Per Hour |
|-----------------|-----------------------|
| First .3 point | 1¢ |
| Second .3 point | 2¢ |
| Third .3 point | 3¢ |
| Fourth .3 point | 4¢ |
| Fifth .3 point | 5¢ |
| Sixth .3 point | 6¢ |

A decline in the Index shall not result in a reduction of rates of pay.

Continuance of the cost-of-living allowance shall be contingent upon the continued availability of official monthly Bureau of Labor Statistics Price Index in its present form and calculated on the same basis as the Index for 1965 unless otherwise agreed upon by the parties.

SECTION 21 - Health & Safety

All applicable federal and state laws, rules and regulations concerning the health and safety of employees are herein incorporated. Any alleged violations shall be immediately corrected subject to the grievance and arbitration provision of this Agreement.

SECTION 22 - Wage and Price Stabilization

If any provision herein agreed to by and between the Company and Union, may not be put into effect because of applicable legislation, Executive Orders or Regulations dealing with Wage and Price Stabilization, then such provisions, or any part thereof, including any retroactive requirement thereof, shall become effective at such time, in such amounts, and for such periods, retroactively and prospectively, as will be permitted by law at any time during the life of this agreement and any extension thereof.

The employer agrees to cooperate with the Union in seeking approval of any monetary amounts in excess of those amounts allowed by such cost of living council or the Executive Orders or Regulations dealing with Wage and Price Stabilization.

SECTION 23 - Duration of Agreement

This Agreement shall be in full force and effect from July 4, 1973 and shall continue in full force and effect and shall be binding on the parties hereto through July 15, 1976. This Agreement shall automatically renew itself for a period of one (1) year from the expiration date hereof unless either of the parties shall give notice in writing to the other party sixty (60) days prior to the expiration, requesting negotiations for a new agreement or modification hereof.

BUD ANTLE, INC., a California Corporation

By

Robert V. Antle

Date

8-31-73

General Teamsters, Warehousemen and Helpers Union, Local 890

By

Ray Burdett

Date

Sept 4 1973

SUPPLEMENTAL AGREEMENT

"A"

TRUCK DRIVERS

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

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

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

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

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

(f) The following wage scale shall be observed:

| | <u>Effective 7/4/73</u> | <u>Effective 7/16/74</u> | <u>Effective 7/16/75</u> |
|---------------------------------|-----------------------------|------------------------------|------------------------------|
| Truck Driver | \$4.65 | \$4.95 | \$5.25 |
| Truck Driver Pulling Trailer | 5.15 | 5.45 | 5.75 |
| Driver - Stitcher Wrap Machines | 5.25 | 5.55 | 5.85 |
| Stitcher - Folder | 4.65 | 4.95 | 5.25 |

Lettuce piece rates per carton hauled from the field to the cooling plant for processing. Mileage to be figured one way to ascertain earnings. Earnings shall be computed on a daily basis.

| | <u>Effective 7/4/73</u> | <u>Effective 7/16/74</u> | <u>Effective 7/16/75</u> |
|-------------|-----------------------------|------------------------------|------------------------------|
| 0-10 miles | \$.02875 | \$.03000 | \$.03250 |
| 10-20 miles | .03250 | .03375 | .03625 |
| 20-30 miles | .03750 | .03875 | .04125 |
| 30-40 miles | .04250 | .04375 | .04625 |

The drivers shall be guaranteed not less than the straight and overtime rates of pay for each days work.

Celery piece rates per all containers regardless of size presently in use hauled from the field to the delivery point and packed celery hearts picked up at the packing shed and transferred to destination are included excepting any hauled by a "shuttle driver".

Celery hearts packed in the shed and "shuttled" from the shed to delivery point are not included in the piece rate if hauled as a "shuttle" operation. However, this shuttle driver shall receive the applicable hourly rate of this supplement.

Mileage to be figured one way to ascertain earnings. Earnings shall be computed on a daily basis.

| | Effective 7/4/73 | Effective 7/16/74 | Effective 7/16/75 |
|-------------|---------------------|----------------------|----------------------|
| 0-10 miles | \$.03000 | \$.03125 | \$.03375 |
| 10-20 miles | .03375 | .03500 | .03750 |
| 20-30 miles | .03875 | .04000 | .04250 |
| 30-40 miles | .04375 | .04500 | .04750 |

(g) When trucks and harvesting equipment are moved by the Company from one area to another the contract rate shall be paid and subsistence of twelve dollars and fifty cents (\$12.50) for each twenty-four (24) hours, with overtime after eight (8) hours of driving in any one day, and such work shall be performed by a truck driver as defined in this Agreement. Subsistence will be paid for a move from Holtville or El Centro to Blythe the same as over a 100 mile move.

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

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

CALL TIME

All truck drivers shall be paid from the time called until released and shall be paid a minimum of two (2) hours for each call where no work is provided, and a minimum of five (5) hours for each call if required to start work. This latter provision shall not apply if the Company is unable to give five (5) hours work because of rain, frost, government condemnation of crop, or other causes beyond the control of the Company.

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

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

All employees shall be paid weekly.

SENIORITY

(a) All truck drivers who have been in the employ of the Company thirty (30) days or longer shall have their names placed on a seniority list in the order of the day of hiring, and such list shall be posted by the employer on the bulletin board. New employees shall be temporary employees until their names are placed on the seniority list, and may acquire seniority upon completion of thirty (30) days of employment. There shall be no responsibility for rehiring temporary employees if they are laid off prior to obtaining seniority.

(b) Seniority shall be cumulative from the beginning of the 1945 season and all persons having seniority beginning in that season shall be deemed to have equal seniority.

(c) All jobs shall be filled and all rehires shall be made from the regular list in order of seniority, and thereafter vacancies shall be filled from the list in the same order, provided

that persons having seniority are capable of performing in a manner satisfactory to the employer the work which is available, provided however, that the right of appeal shall exist as provided in the Grievance Provision in the Master Agreement. Similarly, layoffs from work shall be made in the reverse order of seniority, due consideration being given to the ability of employee laid off and of the remaining employees to perform the work available in a manner satisfactory to the employer, subject to the right of appeal as provided in the Grievance Provision.

(d) Seniority shall be broken for the following reasons:

1. Voluntary quitting.
2. Discharge for cause.
3. Failure to report for work under the terms of the seniority provision.
4. Failure to accept assignment in any area of operation.

(e) All grievances relating to seniority shall be made in writing to the employer within seven (7) days, and any employee failing to do so shall waive his right to bring such matters as a grievance.

(f) To protect his seniority, the employee shall furnish the employer with his proper mailing address. The employer shall, by registered mail, ten (10) days prior to the beginning of the annual processing season, notify the employee of the approximate starting time thereof. Thereafter it shall be the duty of the employee to keep himself informed of the actual starting date of his employment and to report on the date set therefore, which notice shall be given to him at least twenty-four (24) hours prior thereto by posting on the Company's bulletin board.

(g) The employer shall have the right to discharge any employee for insubordination, drunkenness, incompetency, failure to perform work as required, or failure to observe safety rules and regulations or employer's posted rules and regulations. However, any employee who feels that he has been unfairly discharged shall have the right within ten (10) days to bring the matter as a grievance. Failure to act in writing within ten (10) days shall waive the grievance.

(h) When the Company operation is moving from area to area, the drivers will be notified in writing on the bulletin board and drivers shall have the right by seniority for the selection for the area to work. If no driver request the area the Company will start from the bottom of the seniority list and direct those drivers with the lowest seniority to that area.

VACATION

Employees covered by this Agreement shall receive vacation pay at the job classification rate under which he performed the most work during the period as follows:

(a) Upon completion of at least forty-five (45) weeks of service within the 52 week period beginning July 15, 1964, the employee shall receive a one (1) week vacation with pay equal to forty-eight (48) hours at his usual straight time rate of pay yearly.

In the event the employee does not work at least forty-five (45) weeks he shall receive a proration thereof based upon the number of weeks worked within the preceding fifty-two (52) week period. Such vacation shall be taken at a time designated by the Company.

(b) Upon completion of at least one hundred thirty-five (135) weeks of service within the one hundred fifty-six (156) week period beginning July 15, 1964, the employee shall receive a two (2) week vacation with pay equal to ninety-six (96) hours at his usual straight time rate of pay yearly. In the event the employee does not work at least one hundred thirty-five (135) weeks he shall receive a proration thereof based upon the number of weeks worked within the preceding one hundred fifty-six (156) week period. Such vacation shall be taken at a time designated by the Company.

(c) Upon completion of at least two hundred twenty-five (225) weeks of service within the two hundred sixty (260) week period beginning July 15, 1964, the employee shall receive a three (3) week vacation with pay equal to one hundred forty-four (144) hours at his usual straight time rate of pay yearly. In the event the employee does not work at least two hundred twenty-five (225) weeks he shall receive a proration thereof based upon the number of weeks worked within the preceding two hundred sixty (260) week period. Such vacation shall be taken at a time designated by the Company.

SUBSISTENCE

Regular employees from the Salinas-Watsonville area who are transferred to areas more than 100 miles distance from the Salinas-Watsonville area shall receive a 50¢ per hour premium for all hours worked during such period of time they are required to remain outside the Salinas-Watsonville area in order to maintain their seniority under this Agreement. Beginning 7/16/74 the premium rate shall be 62.5¢ per hour for all hours worked and

commencing 7/16/75 the premium rate shall be 75¢ per hour for all hours worked.

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

In any event the above hourly premium shall equal \$25.00 per week for each employee who works all hours offered. The \$25.00 guarantee shall be pro-rated if an employee does not work all hours offered because of his own choosing or circumstance.

WORK GUARANTEE ON REASSIGNMENT

The Company shall guarantee at least forty-eight (48) hours work within seven (7) days from and including the date the employee is directed to report for work on every move to a new area over 100 miles distance.

ACKNOWLEDGED AND ACCEPTED

General Teamsters Warehousemen,
and Helpers Union, Local 890

By Roy Rudolph

Date Oct 4 1973

BUD ANTLE, INC., a
California Corporation

By Robert V. Antle

Date 8.31.73

APPENDIX
SUPPLEMENTAL AGREEMENT

"A"

TRUCK DRIVERS

This appendix shall cover only those "drivers" assigned to work under Supplemental Agreement "D" Polystyrene.

All provisions of the Master and Supplemental Agreement "A: are herein incorporated except:

1. Rates of pay shall be on a trip basis as herein provided:

| | Effective <u>7/4/73</u> | Effective <u>7/16/74</u> | Effective <u>7/16/75</u> |
|--|----------------------------|-----------------------------|-----------------------------|
| Salinas to Oxnard & Return | \$ 65.00 | \$ 70.00 | \$ 75.00 |
| Holtville to Oxnard & Return | 65.00 | 70.00 | 75.00 <i>RB. RA</i> |
| Salinas to Holtville & Return | 130.00 | 135.00 | 140.00 |
| Salinas to Delano & Return | 65.00 | 70.00 | 75.00 |
| Holtville to Delano, Earli- mart, Arvin Area & Return | 110.00 | 115.00 | 120.00 |

2. Stand-by time approved by plant foremen shall be at the applicable "truck driver" rate of pay provided in Supplement "A".
3. There shall be a separate seniority list for Polystyrene drivers, however drivers under Supplemental Agreement "A" shall have the right to bid new job openings on the Polystyrene drivers list. Such drivers shall not lose their seniority under Supplement "A".
4. Temporary openings on the Polystyrene drivers job due to vacations, injuries, illnesses, leaves of absence

shall be offered to seniority drivers on Supplement "A" with no loss of seniority, and such driver shall return to his original job at the completion of his temporary assignment.

ACKNOWLEDGED AND ACCEPTED

General Teamsters Warehousemen
and Helpers Union, Local 890

By Ray Burditt
Date Sept 14 1973

BUD ANTLE, INC., a
California Corporation

By Bud Antle
Date 8.31.73

SUPPLEMENTAL AGREEMENT

"B"

SHOP

This supplemental agreement covers all persons performing work falling within the classifications hereinafter set forth.

HOURS

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

WAGES AND CLASSIFICATION

| | Effective 7/4/73 | Effective 7/16/74 | Effective 7/16/75 |
|--|---------------------|----------------------|----------------------|
| Working Foreman | \$5.25 | \$5.55 | \$5.85 |
| Journeyman Grade #1 | 4.98 | 5.28 | 5.58 |
| Journeyman Grade #2 | 4.90 | 5.20 | 5.50 |
| Journeyman Grade #3 | 4.82 | 5.12 | 5.42 |
| Apprentice Grade #1 | 4.75 | 5.05 | 5.35 |
| Apprentice Grade #2 | 4.67 | 4.97 | 5.27 |
| Apprentice Grade #3 | 4.60 | 4.90 | 5.20 |
| Helper, Greaseman, Tireman, Gas-up, Yard Transfer Shuttle Driver | 4.43 | 4.73 | 5.03 |
| Clean-up, Misc. Helper | 4.15 | 4.45 | 4.75 |
| <u>Parts Department</u> | | | |
| Working Foreman | 4.90 | 5.20 | 5.50 |
| Parts Clerk | 4.40 | 4.70 | 5.00 |
| Seasonal Parts Clerk | 3.70 | 4.00 | 4.30 |
| Inventory Clerk | 3.20 | 3.50 | 3.80 |

The Company will review each employee's performance with him for consideration of advancement of grade every 90 days.

LUNCH HOUR

Employees shall be given a minimum of one-half (1/2) hour in which to eat his lunch at approximately the middle of each eight (8) hours of work or as mutually agreed upon.

NIGHT SHIFT WAGE DIFFERENTIAL

All shop employees clocking in at or after 11:00 A.M. shall receive an additional ten cents (10¢) per hour over his classification rate pay for all hours worked up to eight (8) hours and fifteen cents (15¢) per hour for all hours worked over eight (8) hours in any one day. All employees clocking in at or after 11:00 P.M. shall receive an additional fifteen cents (15¢) per hour over his classification rate pay for all hours worked up to eight (8) hours and twenty-two and one-half cents (22 1/2¢) per hour for all hours worked over eight (8) hours in any one day.

CALL TIME

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

Employees working a reasonable amount of time doing multiple jobs or relief work shall be paid in the highest bracket for the entire shift. For the purpose of applying this, two (2) hours shall be considered as being reasonable.

The employer shall have available a daily time card which the employee shall fill out in duplicate, showing the number of

hours, both regular and overtime hours worked in each classification and signed by the employee and approved by the foreman or superintendent.

SENIORITY

All employees who have been employed for a period of three (3) successive months, shall be entitled to seniority in the classification employed for said period, and shall be placed upon the seniority list as a regular employee, effective from his date of hire. As to employees having seniority, those hired first shall be laid off last, due consideration being given to the ability of the employee being laid off and of the remaining employees to perform the work available in a manner satisfactory to the employer, subject to Section 9 of the Master Agreement, Grievance Provisions.

Seniority shall be broken for any one of the following reasons:

1. Voluntary quitting by the employee.
2. Failure to accept assignment to any district or area of company operation.
3. Discharge for cause.
4. Absence without cause.
5. Absence with cause both without immediate notification to the employer as hereinafter provided for sickness, accident or death in the family, any one of which shall be considered satisfactory reasons for absence, but the employee shall be required to notify the employer of the condition before the next shift whenever possible but in such event within a reasonable time.

VACATION

Employees covered by this Agreement shall receive vacation pay as follows:

(a) Upon completion of at least forty-five (45) weeks of service within the fifty-two (52) week period beginning July 15, 1964, the employee shall receive a one (1) week vacation with pay equal to forty-eight (48) hours at his usual straight time rate of pay yearly. In the event the employee does not work at least forty-five (45) weeks, he shall receive a proration thereof based upon the number of weeks worked within the preceding fifty-two (52) week period. Such vacation shall be taken at a time designated by the Company.

(b) Upon completion of at least one hundred thirty-five (135) weeks of service within the one hundred fifty-six (156) weeks period beginning July 15, 1964, the employee shall receive a two (2) week vacation with pay equal to ninety-six (96) hours at his usual straight time rate of pay yearly. In the event the employee does not work at least one hundred thirty-five (135) weeks he shall receive a proration thereof based upon the number of weeks worked within the preceding one hundred fifty-six (156) week period. Such vacation shall be taken at a time designated by the Company.

(c) Upon completion of at least two hundred twenty-five (225) weeks of service within the two hundred sixty (260) week period beginning July 15, 1964, the employee shall receive a three (3) week vacation with pay equal to one hundred forty-four (144) hours at his usual straight time rate of pay yearly. In the event the employee does not work at least two hundred twenty-five (225) weeks he shall receive a proration thereof based upon the number of weeks worked within the preceding two hundred sixty (260) week period. Such vacation shall be taken at a time designated by the Company.

PROTECTION TO TOOLS

The Company agrees to provide an area for the employees to store their tools under lock and key. If said tools are stolen from the designated area while under lock and key, the Company agrees to replace them.

The Company will repair or replace certain of employee's tools broken or worn out on the job; these certain tools are air tools, torque wrenches, and timing lights.

COVERALL

The Company will furnish three (3) changes of coveralls each week to Maintenance employees.

SUBSISTENCE

Regular employees from the Salinas-Watsonville area who are transferred to areas more than 100 miles distance from the Salinas-Watsonville area shall receive a 50¢ per hour premium for all hours worked during such period of time they are required to remain outside the Salinas-Watsonville area in order to maintain their seniority under this agreement. Beginning 7/16/74 the premium rate shall be 62.5¢ per hour for all hours worked and commencing 7/16/75 the premium rate shall be 75¢ per hour for all hours worked.

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

PERSONAL SAFETY EQUIPMENT

The Company shall furnish, at no cost, personal safety equipment including special uniforms, shoes, hats, hard hats,

gloves, ear plugs etc. if required by Company rule or State or Federal requirements or regulations.

ACKNOWLEDGED AND ACCEPTED

General Teamsters, Warehousemen
and Helpers Union, Local 890

By Ray Burditt

Date Sept 4 1973

Bud Antle, Inc., a
California Corporation

By Robert D. Antle

Date 8.31.73

SUPPLEMENTAL AGREEMENT

"C"

GLUE MACHINE

This supplemental agreement covers all persons performing work falling within the classifications herein set forth.

HOURS

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

WAGES

Wage rate and Classifications:

| | Effective <u>7/4/73</u> | Effective <u>7/16/74</u> | Effective <u>7/16/75</u> |
|-----------------|----------------------------|-----------------------------|-----------------------------|
| Working Foreman | \$4.23 1/2 | \$4.53 1/2 | \$4.83 1/2 |
| Laborer | 3.75 | 4.05 | 4.35 |

CALL TIME

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

VACATIONS

Employees covered by this agreement shall receive vacation pay as follows:

(a) Upon completion of at least forty-five (45) weeks of service within the fifty-two (52) week period beginning July 15,

1964, the employee shall receive a one (1) week vacation with pay equal to forty-eight (48) hours at his usual straight time rate of pay yearly. In the event the employee does not work at least forty-five (45) weeks he shall receive a proration thereof based upon the number of weeks worked within the preceding fifty-two (52) weeks period. Such vacation shall be taken at a time designated by the Company.

(b) Upon completion of at least one hundred thirty-five (135) weeks of service within the one hundred fifty-six (156) week period beginning July 15, 1964, the employee shall receive a two (2) week vacation pay equal to ninety-six (96) hours at his usual straight time rate of pay yearly. In the event the employee does not work at least one hundred thirty-five (135) weeks he shall receive a proration thereof based upon the number of weeks worked within the preceding one hundred fifty-six (156) week period. Such vacation shall be taken at a time designated by the Company.

SENIORITY

As to employees having seniority, those hired first shall be laid off last.

SUBSISTENCE

Regular employees from the Salinas-Watsonville area who are transferred to areas more than 100 miles distance from the Salinas-Watsonville area shall receive a 50¢ per hour premium for all hours worked during such period of time they are required to remain outside the Salinas-Watsonville area in order to maintain their seniority under this agreement. Beginning 7/16/74 the

premium rate shall be 62.5¢ per hour for all hours worked and commencing 7/16/75 the premium rate shall be 75¢ per hour for all hours worked.

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

PENSION PLAN

The Company shall pay into the Western Conference of Teamsters Pension Trust Fund for the benefit of each of its eligible employees covered under this Supplemental Agreement C (Glue) the premium sum of Ten Cents (10¢) per hour effective 7-1-73, and Fifteen Cents (15¢) per hour effective 7-1-75.

The premium sums shall be paid for each hour worked up to a maximum of two thousand seventy-six (2076) hours in any calendar year.

ACKNOWLEDGED AND ACCEPTED

General Teamsters, Warehousemen
and Helpers Union, Local 890

By Ray Bunditt

Date Sept 4 1973

BUD ANTLE, INC. a
California Corporation

By Robert V. Antle

Date 8.31.73

SUPPLEMENTAL AGREEMENT

"D"

EXPANDED POLYSTYRENE PRODUCTION

This supplemental contract covers all persons performing work falling within the classifications hereinafter set forth.

HOURS

All time worked in excess of eight (8) hours per day or forty (40) hours per week and on Sunday shall be paid for at one and one half (1 1/2) times the regular rate of pay for the work performed.

WAGE AND CLASSIFICATIONS

Wage rates and classifications:

| | Effective 7/4/73 | Effective 7/16/74 | Effective 7/16/75 |
|---------------------------------|---------------------|----------------------|----------------------|
| Maintenance Mechanic Journeyman | \$4.98 | \$5.28 | \$5.58 |
| Maintenance Mechanic Apprentice | 4.05 | 4.35 | 4.65 |
| Leadman | 3.80 | 4.10 | 4.40 |
| Production Workers and/or | | | |
| Machine Monitor | 3.60 | 3.90 | 4.20 |
| Cleanup & Misc. Helper | 3.20 | 3.50 | 3.80 |

NIGHT SHIFT WAGE DIFFERENTIAL

All shop employees clocking in at or after 11:00 A.M. shall receive an additional ten cents (10¢) per hour over his classification rate pay for all hours worked up to eight (8) hours and fifteen cents (15¢) per hour for all hours worked over eight (8) hours in any one day. All employees clocking in at or after 11:00 P.M. shall receive an additional fifteen cents (15¢) per hour over his classification rate pay for all hours worked up to eight (8) hours and

twenty-two and one-half cents (22.5¢) per hour for all hours worked over eight (8) hours in any one day.

CALL TIME

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

SENIORITY

All employees who have been employed for a period of three (3) successive months shall be entitled to seniority, and shall be placed upon the seniority list as a regular employee, effective from date of hire. As to employees having seniority, those hired first shall be laid off last, due consideration being given to the ability of the employee being laid off and of the remaining employees to perform the work available in a manner satisfactory to the employer, subject to the provisions of Section 9 of the Master Agreement, Grievance Provisions.

Seniority shall be broken for any one of the following reasons:

1. Voluntary quitting by the employee.
2. Discharge for cause.
3. Absence without cause.
4. Absence with cause both without immediate notification to the employer as hereinafter provided for sickness, accident or death in the family, any one which shall be considered satisfactory reasons for absence, but the employee shall be required to notify the employer of the condition before the next shift whenever possible, but in any such event within a reasonable time.

VACATIONS

Employees covered by this Agreement shall receive vacation pay as follows:

Any employee who is employed one year or less than three (3) years with at least sixteen hundred (1600) hours each year shall receive one (1) week vacation with forty (40) hours of pay at his regular rate of pay each year.

Any employee having three (3) or more years of employment with the Company shall receive two (2) weeks vacation with eighty (80) hours pay at his regular rate of pay each year.

Any employee having eight (8) or more years of employment with the Company shall receive three (3) weeks vacation with one hundred twenty (120) hours pay at his regular rate of pay each year.

Regular employees with one or more years of employment with the Company who are available for work but do not receive 1600 hours of work each year shall receive a pro-rated vacation based on the number of hours worked.

APPENDIX A

At this time, we have a High School work experience program at the EPS Plant in Salinas where young students can be employed part-time and given credit within the school system. We plan to institute a similar program in the Holtville EPS Plant upon resuming production at that plant. Employees falling in the above described category will not be included in the Health and Welfare provisions of this Agreement and it will be agreed mutually between the Union and Employer which of the persons described above shall be covered under other provisions of this Agreement.

PERSONAL SAFETY EQUIPMENT

The Company shall furnish, at no cost, personal safety equipment including special uniforms, shoes, hats, hard hats, gloves, ear plugs etc. if required by Company rule or State or Federal requirements or regulations.

SUBSISTENCE

Regular employees from the Salinas-Watsonville area who are transferred to areas more than 100 miles distance from the Salinas-Watsonville area shall receive a 50¢ per hour premium for all hours worked during such period of time they are required to remain outside the Salinas-Watsonville area in order to maintain their seniority under this Agreement. Beginning 7/16/74 the premium rate shall be 62.5¢ per hour for all hours worked and commencing 7/16/75 the premium rate shall be 75¢ per hour for all hours worked.

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

PENSION PLAN

The Company shall pay into the Western Conference of Teamsters Pension Trust Fund for the benefit of each of its eligible employees covered under this Supplemental Agreement D (Expanded Polystyrene Production) the premium sum of Ten Cents (10¢) per hour effective 7/1/73, and Fifteen Cents (15¢) per hour effective 7/1/75.

The premium sums shall be paid for each hour worked up to a maximum of two thousand seventy-six (2076) hours in any calendar year.

ACKNOWLEDGED AND ACCEPTED

General Teamsters, Warehousemen
and Helpers Union, Local 890

By Ray Kuntz

Date Sept 4 1973

BUD ANTLE, INC., a
California Corporation

By Robert L. Antle

Date 8-31-73

SUPPLEMENTAL AGREEMENT

"E"

LINE HAULING

This supplemental contract covers all persons performing work falling within the classifications hereinafter set forth.

HOLIDAY PAY

Employees not required to work on the following named holidays (Labor Day, Thanksgiving Day, Christmas, January 1st, and the 4th of July) shall receive eight (8) hours pay at the applicable hourly rate of pay.

When it is required that trips be made on holidays, eight (8) hours of straight time pay at the rate of \$4.65 per hour, except on July 16, 1974 and thereafter the rate shall be \$4.95 per hour and further except that on July 16, 1975 the rate shall be \$5.25 per hour shall be added to the regular trip rate of that day.

Holidays will be New Year's Day, Washington's Birthday, Memorial Day, Fourth of July, Labor Day, Armistice Day, Thanksgiving Day, and Christmas Day.

TRIP RATES

| <u>Effective</u> <u>7/4/73</u> | <u>Effective</u> <u>7/16/74</u> | <u>Effective</u> <u>7/16/75</u> |
|-----------------------------------|------------------------------------|------------------------------------|
| + 6.7% | + 6.7% | + 6.6% |

DRIVERS LOAD, TIES DOWN, UNTIES AND UNLOADS AS NECESSARY

Drivers load, ties down, unties and unloads or break downs as necessary. Drivers will receive help and assistance as in the past. Drivers must receive help when handling tarps in excess of 20 feet.

Effective July 16, 1973 all time other than driving time shall be compensated for at the rate of \$4.65 per hour. Effective

July 16, 1974 the rate shall be increased to \$4.95 per hour and effective July 16, 1975 the rate shall be increased to \$5.25 per hour.

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

At arrival at home terminals drivers will be compensated for all time from arrival until released from duty.

All time other than driving time as above described shall be paid for at the applicable hourly rates of pay provided for herein.

When the Company operations are centered in the Southern Area, Holtville, California shall be considered to be the home terminal. When the Company operations are centered in the Northern Area, Salinas, California shall be considered to be the home terminal.

On single man operations such as permit type loads where drivers are required to lay over enroute, they shall receive \$5.00 per lay-over subsistence plus motel bills.

Break downs:

Upon reporting break downs to shop superintendent per instructions, drivers will be paid for the first eight (8) hours of each twenty-four (24) hours or fraction thereof plus their cost of motel if instructed to remain with their equipment at the applicable hourly rates of pay. If the drivers are instructed

to return to their home terminal while the equipment is being repaired they shall be furnished transportation or reimbursed for same plus round trip rate pay.

SENIORITY

All employees who have been employed for a period of three (3) successive months shall be entitled to seniority in the classification employed for said period, and shall be placed upon the seniority list as a regular employee, effective from date of hire. As to employees having seniority, those hired first shall be laid off last, due consideration being given to the ability of the employee being laid off and of the remaining employees to perform the work available in a manner satisfactory to the employer, subject to the provisions of Section 9 of the Master Agreement, Grievance Provision.

Seniority shall be broken for any one of the following reasons:

1. Voluntary quitting by the employee.
2. Failure to accept assignment to any district or area of the company operations.
3. Discharge for cause.
4. Absence without cause.
5. Absence with cause both without immediate notification to the employer as hereinafter provided for sickness, accident or death in the family, any one of which shall be considered satisfactory reasons for absence, but the employee shall be required to notify the employer of condition before the next shift whenever possible, but in any such event within a reasonable time.

VACATIONS

Employees covered by this agreement shall receive vacation pay as follows:

(a) Upon completion of at least forty-five (45) weeks of service within the fifty-two week period beginning July 15, 1964, the employee shall receive a one (1) week vacation with pay equal to forty-eight (48) hours at his usual straight time rate of pay yearly. In the event the employee does not work at least forty-five (45) weeks he shall receive a proration thereof based upon the number of weeks worked within the preceding fifty-two (52) week period. Such vacation shall be taken at a time designated by the company.

(b) Upon completion of at least one hundred thirty-five (135) weeks of service within the one hundred fifty-six (156) week period beginning July 15, 1964, the employee shall receive a two (2) week vacation with pay equal to ninety-six (96) hours at his usual straight time rate of pay yearly. In the event the employee does not work at least one hundred thirty-five (135) weeks he shall receive a proration thereof based upon the number of weeks worked within the preceding one hundred fifty-six (156) week period. Such vacation shall be taken at a time designated by the Company.

(c) Upon completion of at least two hundred twenty-five (225) weeks of service within the two hundred sixty (260) week period beginning July 15, 1964 the employee shall receive a three (3) week vacation with pay equal to one hundred forty-four (144) hours at his usual straight time rate of pay yearly. In the event the employee does not work at least two hundred twenty-five (225) weeks he shall receive a proration thereof based upon the number of weeks worked within the preceding two hundred sixty (260) week period. Such vacation shall be taken at a time designated by the Company.

PERSONAL SAFETY EQUIPMENT

The Company shall furnish, at no cost, personal safety equipment including special uniforms, shoes, hats, hard hats, gloves, ear plugs etc. if required by Company rule or State or Federal requirements or regulations.

ACKNOWLEDGED AND ACCEPTED

General Teamsters, Warehousemen
and Helpers Union, Local 890

By Ray Guadalupe

Date Sept 14 1973

BUD ANTLE, INC., a
California Corporation

By Robert Antle

Date 8-31-73

| TRIP RATES AND WAGES | <u>MILES</u> | | <u>RATE OF PAY</u> | | | | | |
|------------------------------|----------------|-------------------|----------------------|---------------------------|----------------------|---------------------------|----------------------|---------------------------|
| | <u>ONE WAY</u> | <u>ROUND TRIP</u> | <u>JULY 4, 1973</u> | | <u>JULY 16, 1974</u> | | <u>JULY 16, 1975</u> | |
| | | | <u>SINGLE DRIVER</u> | <u>DOUBLE DRIVER TEAM</u> | <u>SINGLE DRIVER</u> | <u>DOUBLE DRIVER TEAM</u> | <u>SINGLE DRIVER</u> | <u>DOUBLE DRIVER TEAM</u> |
| Salinas-Watsonville & Return | 21 | 42 | \$ 11.20 | \$ 14.38 | \$ 11.95 | \$ 15.38 | \$ 12.74 | \$ 16.40 |
| Salinas-Milpitas & Return | 75 | 150 | 20.01 | 26.57 | 21.35 | 28.35 | 22.76 | 30.22 |
| Salinas-Firebaugh & Return | 103 | 206 | 28.13 | 31.20 | 30.01 | 33.29 | 31.99 | 35.49 |
| Salinas-Modesto & Return | 161 | 322 | 42.67 | | 45.53 | | 48.53 | |
| Salinas-S.F. Area & Return | 101 | 202 | 28.45 | 37.29 | 30.36 | 39.79 | 32.36 | 42.42 |
| Salinas-Oxnard & Return | 283 | 566 | 74.88 | 89.63 | 79.90 | 95.64 | 85.17 | 101.95 |
| Salinas-Los Angeles & Return | 328 | 656 | 82.60 | 101.49 | 88.13 | 108.29 | 93.95 | 115.44 |
| Salinas-Colton & Return | 410.6 | 821 | 92.86 | 128.78 | 99.08 | 137.41 | 105.62 | 146.48 |
| Salinas-El Centro & Return | 575.5 | 1151 | 120.36 | 175.62 | 128.42 | 187.39 | 136.90 | 199.76 |
| Salinas-Blythe & Return | 591.5 | 1183 | 123.70 | 180.50 | 131.99 | 192.59 | 140.70 | 205.30 |
| Salinas-Red Rock & Return | 839 | 1678 | 179.04 | 254.24 | 191.04 | 271.27 | 203.65 | 289.17 |
| Salinas-Quincy & Return | 356 | 712 | 79.77 | 111.67 | 85.11 | 119.15 | 90.73 | 127.01 |
| Salinas-Auburn & Return | 165 | 330 | 39.79 | 51.76 | 42.46 | 55.23 | 45.26 | 58.88 |
| Salinas-Sacramento & Return | 184 | 368 | 42.40 | 58.90 | 45.24 | 62.85 | 48.23 | 67.00 |
| Salinas-Stockton & Return | 139 | 278 | 38.56 | 51.02 | 41.14 | 54.45 | 43.85 | 58.04 |
| Salinas-Glendale & Return | 737.5 | 1475 | 158.96 | 225.06 | 169.61 | 240.14 | 180.80 | 255.99 |
| Salinas-San Diego & Return | 489 | 978 | 104.35 | 149.22 | 111.34 | 159.22 | 120.88 | 169.73 |

| | | | | | | | | |
|---------------------------------|-------|------|----------|----------|----------|----------|----------|---------|
| Firebaugh-Modesto & Return | 81 | 162 | \$ 19.21 | | \$ 20.50 | | \$ 21.85 | |
| Firebaugh-Stockton & Return | 110 | 220 | 29.58 | \$ 34.51 | 31.56 | \$ 36.82 | 33.64 | \$39.25 |
| Firebaugh-Bay Area & Return | 150 | 300 | 38.51 | 51.54 | 41.09 | 54.99 | 43.80 | 58.62 |
| Firebaugh-Oxnard & Return | 383 | 766 | 81.73 | 89.08 | 87.20 | 95.05 | 92.96 | 101.32 |
| Firebaugh-Los Angeles & Return | 328 | 656 | 77.70 | 101.49 | 82.91 | 108.29 | 88.38 | 115.44 |
| Firebaugh-Colton & Return | 410.5 | 821 | 88.48 | 127.03 | 94.41 | 135.54 | 100.64 | 144.49 |
| Firebaugh-El Centro & Return | 747.5 | 1151 | 127.81 | 176.84 | 136.37 | 188.69 | 145.37 | 201.14 |
| Firebaugh-Blythe & Return | 591.5 | 1183 | 126.23 | 177.98 | 134.69 | 189.90 | 143.58 | 202.43 |
| Firebaugh-Red Rock & Return | 839 | 1678 | 179.04 | 254.24 | 191.04 | 271.27 | 203.65 | 289.17 |
| El Centro-Blythe & Return | 99 | 198 | 26.19 | 34.86 | 27.94 | 37.20 | 29.78 | 39.66 |
| El Centro-Red Rock & Return | 264 | 528 | 60.29 | 83.38 | 64.33 | 88.97 | 68.58 | 94.84 |
| El Centro-Colton & Return | 165 | 330 | 40.49 | 54.93 | 43.20 | 58.61 | 46.05 | 62.48 |
| El Centro-Los Angeles & Return | 222.5 | 445 | 47.01 | 68.85 | 50.16 | 73.46 | 53.47 | 78.31 |
| El Centro-San Diego & Return | 148.5 | 297 | 39.93 | 53.24 | 42.60 | 56.81 | 45.42 | 60.56 |
| El Centro-Aguila & Return | 259 | 518 | 55.27 | 75.72 | 58.97 | 80.79 | 62.86 | 86.12 |
| El Centro-Glendale & Return | 245 | 490 | 56.99 | 75.81 | 60.81 | 80.89 | 64.82 | 86.22 |
| El Centro-Somerton & Return | 57 | 114 | 19.58 | 31.14 | 20.89 | 33.23 | 22.27 | 35.96 |
| El Centro-Plaster City & Return | 18 | 36 | 11.10 | 14.33 | 11.84 | 15.29 | 12.62 | 16.30 |
| Blythe-Colton & Return | 165 | 330 | 40.49 | 54.93 | 43.20 | 58.61 | 46.05 | 62.48 |
| Blythe-Red Rock & Return | 272 | 544 | 60.95 | 78.36 | 65.03 | 83.61 | 69.32 | 89.13 |
| Blythe-Los Angeles & Return | 225 | 450 | 46.57 | 59.54 | 49.69 | 63.53 | 52.96 | 67.72 |

| | | | | | | | | |
|---------------------------|-----|-----|----------|----------|----------|----------|----------|---------|
| Colton-Aguila & Return | 259 | 518 | \$ 54.16 | \$ 80.70 | \$ 57.79 | \$ 86.11 | \$ 61.60 | \$ 91.7 |
| Colton-Glendale & Return | 327 | 654 | 67.68 | 152.71 | 72.21 | 162.94 | 76.98 | 173.6 |
| Aguila-Phoenix & Return | 80 | 160 | 19.80 | 26.80 | 21.13 | 28.60 | 22.52 | 30.4 |
| Colton-Red Rock & Return | 429 | 858 | 98.87 | 137.32 | 105.49 | 146.52 | 112.45 | 156.1 |
| Phoenix-Red Rock & Return | 96 | 182 | 23.48 | 31.66 | 25.05 | 33.78 | 26.70 | 36.0 |

EXHIBIT 3

AGRICULTURAL WORKERS MASTER AGREEMENT
BUD ANTLE, INC., AND GENERAL TEAMSTERS,
WAREHOUSEMEN AND HELPERS UNION, LOCAL 890
SALINAS, CALIFORNIA

This Agreement, and the two Sub-Agreements entitled, Agricultural Support Workers Sub-Agreement and Agricultural Production Workers Sub-Agreement attached hereto by and between Bud Antle, Inc., a California corporation, hereinafter referred to as the "Company" and the General Teamsters, Warehousemen and Helpers Union, Local 890 affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the "Union", acting for and on behalf of all agricultural employees of the Company and the collective bargaining unit set forth in the Agricultural Labor Relations Board's certification in case No. 75-RC-19-M, hereby agree as follows:

1. Excluded Employees. The following employees are specifically excluded from this Master Agreement, the Sub-Agreements and the Supplements thereto: Office and sales employees, security guards, supervisory employees who have the authority to hire, transfer, suspend, discharge or discipline bargaining unit members or effectively recommend such action, vacuum cooler employees, and employees of the mixed loading dock. Employees of the Plastics Plant heretofore operated by the Company are covered by a separate Agreement but it is the

understanding of the parties that these employees will be transferred to a subsidiary of the Company which in turn will agree to be bound by the terms of said separate Agreement.

2. Effective Certification. The Sub-Agreements attached hereto shall govern the relationship between the Company and the Union for the full term of each of those Agreements regardless of any intervening certification by the California Agricultural Labor Relations Board of the Union in case No. 75-RC-19-M or any subsequent certification of the Union under any present proceedings before the California Agricultural Labor Relations Board. The foregoing notwithstanding, if any other collective bargaining agent is lawfully designated the collective bargaining agent for the covered employees of the Company during the term of the Sub-Agreements, in accordance with applicable law, then and in that event from and after the date of such certification this Agreement and each of the Sub-Agreements attached hereto shall thereupon be null and void and of no further effect.

3. Term. The term of this Agreement and each of the Sub-Agreements attached hereto shall be from July 15, 1976 to July 15, 1979 unless sooner terminated in accordance with the provisions of paragraph 2 hereof.

IN WITNESS WHEREOF, the parties hereto have executed

this Agreement the day and year first above written.

BUD ANTLE, INC. ("Company")

By

John W. Buffington

GENERAL TEAMSTERS, WAREHOUSEMEN &
HELPERS UNION, LOCAL NO. 890

By

Jose Charles

204-611273
AGRICULTURAL SUPPORT WORKERS SUB-AGREEMENT
BUD ANTLE, INC. AND GENERAL TEAMSTERS,
WAREHOUSEMEN AND HELPERS UNION, LOCAL 890
Headquarters at Salinas, California

THIS AGREEMENT AND SUPPLEMENTAL AGREEMENT hereto between BUD ANTLE, INC., a California corporation, hereinafter referred to as the "Company", and the GENERAL TEAMSTERS, WAREHOUSEMEN AND HELPERS UNION, LOCAL NO. 890, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the "Union", acting for and on behalf of the hereinafter designated employees of the company as their exclusive bargaining representative for all work covered by this Master and Supplemental Agreements thereto.

SECTION 1 - Union Membership

(a) If any person who is not a member of the Union be employed, such person shall, within thirty-one (31) days after commencing work for the Company make application to become a member of the Union, and the Union agrees that it will not discriminate against such applicant; and employee to whom membership is made available on the same terms and conditions generally applicable to other Union members and who fails to become a member of the Union, or whose membership in the Union is terminated because of failure to tender the periodic dues and initiation fees uniformly required by Union, shall, upon written request by the Union to the Company, be discharged and shall not be re-employed until the Union indicated in writing that he has paid such dues and initiation fees. Unless indicated otherwise on the enclosed

supplemental agreements, the above initiation and dues condition shall be in effect for all employees covered under this contract.

(b) Within five (5) days after employment the Company shall notify the Union, by telephone or on cards furnished by the Union, of the name, address, social security number, date employed, and job classification of any employee covered under the terms of this agreement.

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

(d) The provision of Section 1, (a) and (b) of this agreement shall have no application to the operations of the Company, if any, in the State of Arizona and the whole of said section is hereby deleted for the operations in the State of Arizona. The Union asserts that the amendment to the Constitution of the State of Arizona, commonly referred to as "The Right to Work Bill", is unconstitutional and invalid and *specifically reserves the right* to secure a judicial determination thereof. Should the said constitutional amendment be repealed or held invalid by the court of last resort, the provision of (d) of Section 1 of this agreement shall be eliminated and the provisions of (a) and (b) of Section 1 of this agreement shall thereupon become effective as to operations in Arizona, except as same may be modified or superseded by any act of Congress.

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

(1) Membership in the Local Union is not compulsory.

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

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

(3) In accordance with the policy set forth under subparagraphs (1) and (2) of this Section all employees shall, as a condition of continued employment, pay to the Local Union, the employees' exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Local Union, which shall be limited to an amount of money equal to the Local Union's regular and usual initiation fees, and its

regular and usual dues. For present employees, such payments shall commence thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is the later, and for new employees, the payment shall start thirty-one (31) days following the date of employment.

(f) If any provision of this Article is invalid under the law of any state wherein this contract is executed, such provision shall be modified to comply with the requirements of State Law or shall be re-negotiated for the purpose of adequate replacement.

CHECK-OFF

The Employer agrees to deduct from the pay of all employees covered by this Agreement the dues, initiation fees and/or uniform assessments of Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions prior to the end of the month for which the deduction is made. Where laws require written authorization by the employee, the same is to be furnished in the forms required.

SECTION 2 - Scope of Agreement

The execution of this Master Agreement on the part of the Employer shall cover all operations of the employer which are covered by this agreement, and shall have application to the work performed within the classifications defined and set forth in the Agreements Supplemental hereto in all areas.

All such Supplemental Agreements are subject to and controlled by the terms of this Master Agreement and are sometimes referred to herein as "Supplemental Agreements".

SECTION 3 - Non-Covered Units

This agreement shall not be applicable to those operations of the Employer where the employees are covered by a collective bargaining agreement with a Union not signatory to this Agreement.

SECTION 4 - Single Bargaining Units

The employees covered under this Master Agreement and the various Supplements thereto shall constitute one bargaining unit.

SECTION 5 - No Strike - No Lockout

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

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

SECTION 6 - Maintenance of Standards

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

SECTION 7 - Inspection Privileges

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of

adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the firm's working schedule.

SECTION 8 - Holidays

(a) The following days should be observed as plant holidays: Sunday, Christmas, New Year's Day, Washington's Birthday (3rd Monday in February), Memorial Day (last Monday in May, 4th of July, Labor Day, Veterans Day (4th Monday in October), Thanksgiving Day (4th Thursday in November).

(b) Labor Day, Thanksgiving Day, Christmas, January 1st, and the 4th of July, Memorial Day shall be paid holidays.

Employees qualified for holiday pay shall receive eight (8) hours straight time pay even though no work is performed on the holiday. If work is performed on any of these five (5) holidays the employee shall receive in addition to the eight (8) hours holiday pay the overtime rate of time and one-half for all hours worked.

All work performed on any holidays other than these six (6) paid holidays shall be paid for at the overtime rate of time and one-half.

(c) When the holiday falls on Sunday, the day designated by State or Federal proclamation shall be observed as a holiday.

1. The above holiday provision shall be applicable to employees on the seniority list who worked any time during the month in which the holiday falls. Line Haul drivers holiday pay shall be as provided by Line Haul Supplemental Agreement (E). ✓

SECTION 9 - Grievance Provisions

Should any dispute or grievance arise under or as to the terms of interpretation of the provisions of this agreement that cannot be settled amicably between the business agent of the Union and the representative of the Company, such dispute shall be referred to an arbitration committee, consisting of two representatives from the Company, two representatives from the Union, and a third disinterested party. In the event the representatives of the Company and the Union cannot agree on who the third disinterested party shall be within ten (10) days, they shall call upon the Federal Mediation and Conciliation Service, the State of California Mediation and Conciliation Service or American Arbitration to appoint such third disinterested party. Decisions of a majority of the arbitration committee of the five members shall be final and binding upon the parties to this agreement. Any expenses incurred covering the disinterested third party shall be borne equally by the Company and the Union.

SECTION 10 - Leaves of Absence

Leaves of absence may be granted by applying to and receiving approval from the Company. All written leaves of absence shall be signed by the Company and employee, a copy will be retained by each.

1 to 3 days - Need not be in writing.

4 to 30 days - Must be in writing.

30 to 180 days - Must be in writing and a copy to the Union.

Union will have 10 days to object.

SECTION 11 - Travel Pay

When men are required to travel over one hundred (100) miles from area to area, the Company shall pay one days pay (eight (8) hours) and one days travel allowance (\$15.00). When the men are required to travel over three hundred fifty (350) miles from area to area, the Company shall pay two days pay (sixteen (16) hours) and two days travel allowance (\$30.00). When the men are required to travel over five hundred fifty (550) miles from area to area, the Company shall pay three days pay (twenty four (24) hours) and three days travel allowance (\$45.00).

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

SECTION 12 - State Unemployment Insurance

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

SECTION 13 - Management Rights

Bud Antle, Inc. shall have the exclusive right to direct the work force, to direct the means and accomplishments of any work, to determine the number of workers required for any job classification including the number to be employed at the classification rates of any as provided in this Agreement and each Supplemental Agreements. Bud Antle, Inc. shall have the right to

hire and fire workers subject to the provisions of Section 9 of this Agreement governing disputes and grievances.

The employer shall have the right to discharge any employee for insubordination, drunkenness, incompetency, failure to perform work as required, or failure to observe safety rules and regulations or employer's posted rules and regulations. However, any employee who feels that he has been unfairly discharged shall have the right within ten (10) days to bring the matter as a grievance. Failure to act in writing within ten (10) days shall waive the grievance.

SECTION 14 - Health and Welfare, Major Medical, Dental and Visual
Eye Care

The Company agrees to maintain the health and welfare plan described in Appendix A, or a program with comparable benefits.

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

An eligible employee is an employee who has worked eighty (80) hours for the company in the preceding month and is on the payroll of the company and is not disabled on the first (1st) day of the month in which he is to be insured.

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

Thereafter each payment must be made consecutively by the tenth (10th) day of the month, provided the employer is not obligated to pay insurance for that month.

In addition to the above premiums the employer shall pay the sum of One Dollar and Seventy-three cents (\$1.73) to a Funeral Plan Trust for each eligible employee.

SECTION 15 - Pension Plan

The Company shall pay into the Western Conference of Teamsters Pension Trust Fund for the benefit of each of its eligible employees covered under Supplemental Agreement A (Shop), B (Truck Drivers), and C (Line Haul) the premium sum of fifty cents (50¢) per hour. The Company shall pay for the benefit of each of its eligible employees covered under Supplemental Agreement D (Glue Machines) the premium sum of twenty cents (20¢) per hour.

The premium sums shall be paid for each hour worked up to a maximum of two thousand seventy-six (2076) hours in any calendar year.

The Company further agrees to negotiate a conversion to the Western Growers Pension Plan upon notification from the Union.

SECTION 16 - Collective Bargaining

The Union agrees with Company that insofar as any matters pertaining to this agreement shall be submitted to the membership of the Union that only those workers employed by the Company and covered by this Agreement shall have the right to determine whether or not to accept or reject modifications, extension or consider other matters relating to this Agreement. In other words, the Company shall deal solely with its own employees through the Union

representatives as provided by this Agreement.

SECTION 17 - Funeral Leave and Jury Duty

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

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

SECTION 18 - New Classifications

In the event of any new classifications not contained in this Agreement which were not negotiated at the signing of the Agreement be created said classification shall be negotiated in thirty (30) days from the date made known to either party and further made part of the Agreement. Adjustments of disputes or differences on classifications shall be settled through disputes and grievance procedure as provided in Section 9 of this Agreement.

SECTION 19 - Company Rules

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

The Company agrees that within a reasonable time before

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

In the event the Company and the Union cannot agree on such rule or rules the dispute be subject to Section 9 - Grievance Procedure.

SECTION 20 - Cost of Living

All employees covered by this Agreement shall be covered by the provisions for a cost-of-living allowance, as set forth in this section.

The amount of the cost-of-living allowance shall be determined and redetermined as provided below on the basis of the "Consumer Price Index for Urban Wage Earners and Clerical Workers Labor Statistic, U.S. Department of Labor (1967 = 100)" and referred to herein as the "Index".

The first cost-of-living allowance shall be effective the first pay period beginning on or after July 15, 1977, based on the difference between the Index figure of April 1, 1976 and the Index figure for March 31, 1977. The second cost-of-living allowance shall be effective the first pay period beginning on or after July 15, 1978, based on the difference between the Index figure of April 1, 1977 and the Index figure for March 31, 1978.

Adjustments in the cost-of-living allowance shall be made on the basis of changes in the Index as follows:

For increases in the CPI of more than 5% per year, wage rates will be increased by the following formula:

.3 point = \$.01

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

SECTION 21 - Health & Safety

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

SECTION 22 - Wage and Price Stabilization

If any provision herein agreed to by and between the Company and Union, may not be put into effect because of applicable legislation, Executive Orders or Regulations dealing with Wage and Price Stabilization, then such provisions, or any part thereof, including any retroactive requirement thereof, shall become effective at such time, in such amounts, and for such periods, retroactively and prospectively, as will be permitted by law at any time during the life of this agreement and any extension thereof.

The employer agrees to cooperate with the Union in seeking approval of any monetary amounts in excess of those amounts allowed by such cost of living council or the Executive Orders or Regulations dealing with Wage and Price Stabilization.

SECTION 23 - Seniority

New employees shall work under the provisions of this Agreement as a probationary employee and shall be employed on a thirty (30) working day trial basis within a consecutive ninety (90) calendar day period with the Company, during which period he may be discharged without further recourse. After the thirty (30) day period, the employee shall be placed on the applicable seniority list of the Supplemental Agreement under which he is

working. The Company shall maintain a separate seniority list for each Supplemental Agreement, and shall also maintain a Master Company Seniority List.

Seniority shall commence with the date of hire or commencement of the first date of employment within the ninety (90) calendar day period herein referred to. Upon attainment of seniority an employee shall be considered a regular employee. There shall be no responsibility for rehiring temporary employees if they are laid off prior to attaining seniority.

Unless otherwise provided in the Supplemental Agreements attached hereto, no employee may be allowed to maintain seniority on more than one seniority list. Should an employee bid a vacancy under a different Supplemental Agreement than he is working under, he shall have a thirty (30) day trial period. At the end of such thirty (30) day period, he shall be removed from the old Supplemental Seniority List and placed on the bottom of the seniority list of the Supplemental Agreement under which he bid the new job.

For purpose of fringe benefits, he will remain on the Company seniority list from the original date of hire and be paid vacation pay and other benefits based on his original date of hire with the Company.

The Company shall post a current seniority list every three (3) months for each Supplemental Agreement and shall mail a copy of such lists to the Local Union. As to employees having seniority, those hired first shall be laid off last, due consideration being given to the ability of the employee being laid off and the remaining employees to perform the work available in a manner

satisfactory to the Company. Any questions regarding translation or application of this Section of the Agreement shall be subject to the Grievance Procedure Section 9 of the Master Agreement.

Seniority shall be broken for the following reasons:

1. Voluntary quitting.
2. Discharge for cause.
3. Failure to report for work under the terms of the seniority.

All grievances relating to seniority shall be made in writing to the Company within ten (10) days, excluding Saturdays, Sundays, and Holidays. Failure to file a grievance in writing within the ten (10) day period shall waive the employee's rights to such grievance.

SECTION 24 - Bidding on Jobs

When permanent job vacancies are open under any Supplement Agreement attached to the Master Agreement, such job vacancies shall be posted in all Company locations then in operation for other employees working within that Supplemental Agreement to have the opportunity to bid on the vacancy. The job shall be posted for fourteen (14) days and shall be granted to the most senior employee bidding on said job, due consideration being given to his ability to perform or learn the work required. Should the vacancy not be thus filled, it shall be posted for bidding by employees working within all other Supplemental Agreements before anyone is hired from outside the Master Agreement. Should it be necessary to temporarily assign someone to the job prior to completion

of the bidding process, or prior to determination of the job's permanency, no new job seniority will accrue. Employees shall have a thirty (30) day trial period in which to demonstrate qualifications and determine whether he wishes to stay on the job or revert back to his last job classification. This trial period may be shortened or extended by agreement between the Company and the Union depending on the pertinent circumstances.

SECTION 25 - Vacation

Employees covered by this Agreement shall receive vacation pay as follows:

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

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

at a time designated by the Company.

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

SECTION 26 - Subsistence

Regular employees from the Salinas-Watsonville area who are transferred to areas more than 100 miles distance from the Salinas-Watsonville area shall receive a \$7.5¢ per hour premium for all hours worked during such period of time they are required to remain outside the Salinas-Watsonville area in order to maintain their seniority under this agreement. Beginning 7/16/77 the premium rate shall be \$1.00 per hour for all hours worked and commencing 7/16/78 the premium rate shall be \$1.12½ per hour for all hours worked.

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

SECTION 27 - Duration of Agreement

This Agreement shall be in full force and effect from July 15, 1976 and shall continue in full force and effect and shall be binding on the parties hereto through July 15, 1979. This Agreement

shall automatically renew itself for a period of one (1) year from the expiration date hereof unless either of the parties shall give notice in writing to the other party sixty (60) days prior to the expiration, requesting negotiations for a new agreement or modification hereof.

BUD ANTLE, INC., a California
Corporation

By

J. Buffington

Date

8/10/76

General Teamsters, Warehousemen
and Helpers Union, Local 890

By

Joe O. Chasler

Date

8/17/76