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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

UNITED FARM WORKERS OF AMERICA,  
AFL-CIO,

AND

BAIRD-NEECE PACKING CORPORATION

January 13, 1987  
Amended December 10, 1987  
Amended December 20, 1988  
Amended October 30, 1990  
Amended April 23, 1993  
Amended August 8, 1996  
Amended September 26, 1996

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## ARTICLE 1. RECOGNITION

### A. Parties to Contract

- (1) THIS AGREEMENT is between Baird-Neece Packing Corporation, hereafter called "the Company," and the United Farm Workers of America, AFL-CIO, hereafter called "the Union." The parties agree as follows:
- (2) The Company does hereby recognize the Union as the sole labor organization representing all of the Company's agricultural employees (hereafter called "workers") in the unit set forth in Agricultural Labor Relations Board's certification in the Case No. 85-RC-1-D.

### B. Coverage of Contract

- (1) In the event the Agricultural Labor Relations Board certifies other employees not here included within the certified unit, such additional employees shall be included under the terms of this Agreement unless the employees in the newly certified unit are in a non-contiguous geographical area, in which case, such additional employees may be included under the terms of this Agreement if specifically agreed to by the parties.
- (2) The term "worker" shall not include supervisory employees who have the authority to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward or discipline other workers, or the responsibility to direct them or adjust their grievances, or effectively recommend such action, if, in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature but requires the use of independent judgment.
- (3) The Employer agrees that no business device, including joint ventures, partnerships, or other forms of business operations, shall be used for the purpose of circumventing the obligations of this Agreement.

### C. Notice to Successors

The Company shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc., of the operation covered by this Agreement or any part hereof. Such notice shall be in writing, with a copy to the Union prior to the conclusion of the transaction. Notice to the Union shall include the name and address of the new party, nature of the transaction, acres and operation involved, and date transaction is to take place.

## ARTICLE 2. UNION MEMBERSHIP

### A. Union Shop

2.A.1.a. Union membership and/or agreement to pay equivalent dues shall be a condition of employment. Each worker shall be required to become a member of the Union or agree to pay equivalent dues immediately following five (5) continual days after beginning of employment, or five (5) days from the date of signing of this Agreement, whichever is later, and to remain a member of the Union in good standing, or continue to pay equivalent dues. All employees in the bargaining unit who, on the effective date of this Agreement, are members of the Union and all employees who thereafter become members, shall, as a condition of employment, remain members of the Union in good standing for the duration of this Agreement.

### F. Union Membership Requirements

2.F.2.a. The Union shall be the sole judge of the good standing of its members.

### G. Penalty for Failure to Maintain Union Membership

2.G.1.a. Any worker who fails to become a member of the Union and/or who fails to pay equivalent dues, shall be immediately discharged or suspended upon written notice from the Union to the Company, and shall not be re-employed until written notice from the Union to the Company of the worker's membership status and/or agreement to pay equivalent dues.

### H. Items and Amount Subject to Check-Off

2.H.1.a. Company agrees to deduct from each worker's pay regular dues or equivalent dues, as the case may be, as required by the Union, upon presentation by the Union of individual authorization signed by workers, directing Company to make such deduction. Company shall make such deduction from workers' pay for the payroll period in which it is submitted, provided that it is submitted in advance of the close of the pay period, and periodically thereafter as specified on authorization so long as such authorization is in effect.

### I. Check-Off Authorizations

2.I.1.a. The Company shall furnish workers membership applications and dues check-off authorization forms as provided by the Union. Company shall also furnish dues-equivalent check-off authorization forms. Said dues-equivalent forms shall be agreed to by both the Company and the Union.

2.I.1.b. The Company will be responsible to cause new workers to sign either the membership applications and dues check-off authorization forms or dues-equivalent forms not later than five (5) continual days following the beginning of employment. The Company will return a copy of the check-off card or dues equivalent check-off card to the worker,

retain a copy for its use pursuant to component "H" above, and promptly turn over per arrangement a copy to the Steward or a designated Workers Board Member. The Company will send the other copy, along with the membership application, if applicable, to the Union's local office. The Union will designate the person to whom the above copy will be turned over. (*Amended October 30, 1990.*)

J. Administration of Check-Off

2.J.1.a. The Union 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.

2.J.2.a. Withheld dues are to be submitted weekly.

K. Check-Off Liability Protection

2.K.1.a. Union shall indemnify and hold Company harmless from and against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by Company for the purpose of compliance with any of the provisions of this Article.

### ARTICLE 3. HIRING - NEW EMPLOYEES

#### A. Hiring Facility

The Employer will operate a hiring facility at its office located at 60 South "E" Street, Porterville, California. The Employer will designate one or more persons who shall have the exclusive authority to hire new workers. Crew foremen shall not have the authority to hire new workers. A worker who applies to a crew foreman will be referred to the person(s) designated above. Applicants may obtain employment applications from the Employer's office.

#### B. Application for Work

Before being hired, a person desiring work shall fill out the job application at the hiring facility. Such application shall include the prospective employee's name, address, Social Security number, telephone number where the applicant can be reached, if any, and job experience. The application form shall be in English and Spanish. Upon completion of the application, it shall be signed by the prospective employee and by the Employer hiring agent, who shall number the application. Hiring shall be on a first-come, first-served basis; providing, however, that the worker is able to do the work and is otherwise capable of doing the job under normal supervision with reasonable efficiency. If the worker is unavailable for work when needed, that worker's application will be placed in an inactive category and the next numbered worker will be contacted. If labor contractors are utilized pursuant to Article 13 of this Agreement, applicants on the active list will be contacted and offered work in the Company crews and the labor contractor crews as positions are available. The Company will attempt to place employees on the active list with the subcontractor prior to his commencing work.

#### C. Union Referral

The Union may refer applicants to the Company. Upon request, and at reasonable times, the Union representatives shall have access to the hiring facility and to its hiring records. The records will stay in the possession of the Company at all times.

#### D. Status of Temporary Workers

In the event it is necessary to lay off workers before they acquire seniority, it is understood that, if such workers are referred by the Union to the Company, such workers will be given work opportunity by the Company on the same basis as any other non-seniority worker.

#### E. The Company will notify the Union 3 days prior to taking applications for the current navel season. If the Company needs more workers throughout the entire season, it will notify the Union 3 days prior to taking applications. (*Amended August 8, 1996.*)

## ARTICLE 4. SENIORITY

### A. Definition

4.A.1.a. Seniority shall be defined as length of continuous service with the Company. Any worker rehired after loss of seniority shall establish a new seniority date.

### B. Transfer Within Company

A worker will be entitled to transfer from one crew to another under the following circumstances:

- (1) There must be a position available in the other crew; and,
- (2) There may be only one transfer per year.

### C. Every new or rehired worker shall be on probation for fourteen (14) working days. After completing the probationary period, the worker will acquire seniority retroactive to the worker's date of hire or rehire, as the case may be. The Company may lay off, discipline, or discharge a probationary employee at the Company's sole discretion. Such lay off, discipline, or discharge shall not be subject to the Grievance and Arbitration procedure except that an employee may have recourse to the Grievance and Arbitration procedure if he claims he was discharged because of union activity. Students who have worked for the Company prior to the execution of this Agreement shall be allowed to work only after all Seniority employees have been recalled. No student shall be employed where it results in the displacement of, or failure to recall, any Seniority worker.

4.C.2.b. Seniority order for those with same date of hire shall be on the basis of the last four (4) numbers on the Social Security number, with lowest being first.

4.C.3.b. Any worker with at least five (5) years' seniority with the Company, who has been pensioned from full-time employment with the Company, shall maintain his full seniority rights in the Company and shall be entitled to work the number of hours necessary to earn the income to which he is limited by law, provided, however, that said worker is able to perform the work in accordance with the Company's job standards.

### D. 4.D.1.a. Discharge for just cause: Seniority shall be lost.

4.D.2.a. Voluntary quitting: Seniority shall be lost.

4.D.5.a. Sick Leave: Seniority shall not be broken or suspended for a period of two (2) years. Thereafter seniority shall be lost.



4.D.6.a. Leave of Absence: Seniority shall not be broken or suspended. Provided, however, when the worker fails to report to work at the termination of a leave of absence or vacation without an approved extension, seniority shall be lost.

4.D.7.a. Union Leave: Seniority shall not be broken or suspended for a period of one year. Thereafter, seniority shall be lost.

4.D.8.a. Maternity Leave: Seniority shall not be broken or suspended for a period of one year. Thereafter, seniority shall be lost.

4.D.9.a. Civic Leave: Seniority shall not be broken or suspended.

4.D.10.a. Military Leave: Seniority shall not be broken or suspended provided that such worker reports for work within thirty (30) days after being discharged from military service.

E. 4.E.4.a. Seniority shall be lost when any worker leaves the bargaining unit to accept a supervisory or other position with the Company outside the bargaining unit.

G. 4.G.1.a. The Company shall maintain a master list of all workers which includes the worker's name, Social Security number, and original date of hire or rehire. The Company shall submit an updated master list to the address designated by the Union, each three (3) months when working.

4.G.2.d. All seniority lists shall be prepared immediately upon execution of this Agreement.

4.G.3.a. The Union may review the accuracy of the seniority lists and present to the Company any errors it may find on such lists.

4.G.3.b. If a question arises concerning the accuracy of the lists, the Union and the Company shall attempt to resolve the dispute as expeditiously as possible, in accordance with the Grievance and Arbitration Procedure set forth herein. Disputes which are not resolved in step two of the Grievance and Arbitration Procedure shall be submitted to Expedited Arbitration.

## ARTICLE 5. LAYOFF, REHIRING, WORK SHARING

### B. Selection of Workers for Layoff

5.B.1.a. In layoff of workers for lack of work at end of the Company's operating season, the Company shall lay off workers in order of their lowest seniority within the crew.

5.B.1.b. In the event there is a permanent reduction of bargaining unit jobs, workers shall be laid off in order of their Company seniority date.

5.B.4.a. Short-term layoffs for lack of work which shall not be longer than three (3) working days in duration may be made on a crew-rotation basis.

### C. Exceptions to Seniority Rules

5.C.1.a. Union Stewards shall be the last workers laid off in their crew.

5.C.3.a. In those crews which work on a year-around basis, requests by higher-seniority workers to be laid off out of seniority order for the purpose of taking a vacation or rest shall be honored, and lowest-seniority workers shall remain working. If more workers request a layoff out of seniority order than can be spared by the Company, requests shall be honored in order of highest seniority within the crew. Requests for layoff out of seniority order for the purpose of working in another Company shall not be honored unless the request is agreed to by all the seniority workers within the crew from which the worker is requested to be laid off and by the Company.

5.C.3.b. Whenever there is a layoff in the work force, layoffs shall be by seniority order, with the workers with the lowest seniority laid off first. A worker may request a layoff out of seniority order as the harvest diminishes (first choice going out to the worker with the highest seniority and so on, provided there are sufficient workers to compete the work).

### D. Exceptions to Seniority Rules

5.D.1.a. It is essential that the Union have advance notice of any layoff of two weeks or more, so it may plan utmost utilization of available workers. Accordingly, the Company will notify Union seven (7) days in advance of any such layoff, or as soon as possible prior to any such layoff, by giving the worker's name, Social Security number, seniority date and date of layoff. The Company shall also notify the workers seven (7) days in advance of any such layoff, or as soon as possible prior to any such layoff.

### E. Notice of Recall and Response to Notice

5.E.7.a. During the operating season, when a layoff of two weeks or less occurs, the worker will be notified of when and where to report to work in accordance with past practice. The crew foreman will be responsible for initiating the notification. The workers will be

responsible for providing the crew foreman with a telephone number, a message number, or the name of a person to contact.

G. Work Sharing

5.G.1.a. Where more than one (1) crew is needed to meet the Company's work requirements on any given day, the available work shall be distributed equally between or among the crews called.

5.G.1.b. The Company shall continue to rotate crews in order to provide approximately equal work opportunity. The parties recognize that the Company needs to determine the number of crews it will need to meet the harvesting schedule.

H. Order of Rehiring After Layoff

5.H.1.a. The Company shall recall workers to work from layoff in order of highest seniority within the crew being recalled. Workers returning to work on recall shall check in with the Union Steward on the job site to verify the worker's name is on the seniority list before commencing to work, unless the Union Steward is not present, in which case the workers shall check in with the Union Steward after the Union Steward has arrived at the job site.

5.H.3.a. In the event the Company expands its operations, the opportunity to fill new bargaining unit jobs shall be offered first to all seniority workers prior to hiring new employees.

I. Notice of Recall and Response to Notice

5.I.1.a. The Company shall notify each worker at the time of layoff of the approximate date when he will be re-employed. Recall shall apply only to the beginning of the navel season.

The worker shall be responsible for supplying the Company the exact address where he wishes to receive a written notice of recall. The worker shall be responsible for notifying the Company in writing of any change of address.

5.I.1.b. Approximately two (2) weeks before the crew on layoff is scheduled to begin work, the Company shall send by first-class mail, a post card or letter to the address supplied by each worker on layoff within the crew, advising him of the estimated date on which his crew will begin work and the approximated duration thereof. The Company shall send such written notice of recall to the number of workers within the crew it estimates it will need to employ on the date specified on the recall notice, beginning in order of highest seniority within the crew. All such notices of recall shall be joint calls, bearing the title of the Company and the Union. There shall be no recall by labor contractors. The post card or letter shall advise the worker that the exact date on which work will begin may be obtained by phoning the Company office at \_\_\_\_\_, or by checking the

Company bulletin boards located at \_\_\_\_\_, or other locations agreed to by the Company and the Union. The post card or letter shall further advise the worker that if he is unable to report to work on the date specified, he should inform BOTH the Company at \_\_\_\_\_, and the Union at \_\_\_\_\_, in writing; and that his failure to report or to advise may result in his loss of seniority in accordance with 5.I.4.a. of the Collective Bargaining Agreement between the Company and the Union.

5.I.1.c. The Company shall post written notice at the locations agreed between the Company and the Union of the exact starting date of the work, as soon as possible in advance, but no less than twenty-four (24) hours in advance, of the exact date on which work is scheduled to begin.

5.I.1.d. The Company shall notify the Union in writing within five (5) working days of seniority workers to whom recall letters were sent, giving the worker's name, Social Security number, seniority date, job or commodity classification and date of recall.

5.I.1.e. The Company shall make available to the Union, at the Union's request, any notices of recall that have been returned with Postal Office notice of non-delivery; and further, will make available to the Union, upon request, any written explanation received from a worker related to his failure to report or delay in reporting on the date specified.

5.I.1.f. The Company shall notify the Union of the exact starting date of the work as soon as possible in advance, but no less than twenty-four (24) hours in advance, of the exact date on which work is scheduled to begin.

5.I.4.a. When on layoff, failure to report by 5:00 p.m. of the third (3) working day after being called, unless satisfactory reasons for failure to notify the Company are given, shall result in seniority being lost, and failure to report shall be considered as a voluntary quit.

## ARTICLE 6. PROMOTIONS. DEMOTIONS. AND TRANSFERS

### A. Work Assignments

- (1) The assignment of piece-rate crews to work in bad fields or low-yield fields shall be made on a rotating basis between or among the crews called to work.
- (2) Whenever the Employer recalls seniority workers, the Employer shall recall by seniority order, with the worker with the highest seniority recalled first. Each worker shall have his or her own seniority date and this shall apply to spouses of workers who are also employed by the Employer. Upon being recalled to work, the Employer agrees to assign a spouse to the crew in which his or her spouse is working, provided, however, this shall not constitute a right to bump another worker.

## ARTICLE 7. GRIEVANCE AND ARBITRATION

*(Previously Article 8. Article number, only, amended 9/26/96.)*

### A. Scope of Grievance Procedure

- (1) The parties to this Agreement agree that all disputes which arise between the Company and the Union out of the interpretation or application of this Agreement or any controversy between the Company and workers or the Union which arise under this Agreement that deal with working conditions, health, safety, or benefits shall be subject to the Grievance and Arbitration Procedure. The parties further agree that the Grievance Procedure of this Agreement shall be the exclusive remedy with respect to any disputes arising under this Agreement, and no other remedies shall be utilized by any persons with respect to any dispute involving this Agreement. Non-bargaining unit employees shall not engage in abusive language or behavior.
- (2) It is agreed that grievances relating to Hiring, Seniority, and Working conditions & Safety in this Agreement are subject to the expedited Grievance and Arbitration Procedure and may at the request of the grieving party and with written notice to the other party be expedited to arbitration.
- (3) A grievance is defined as a claim by the Company, the Union, or a worker(s) that there has been a violation of the contract.

### B. General Grievance Procedure

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.

### C. Steps of Grievance Procedure

Grievances initiated by a worker will be processed through a three (3) step grievance procedure.

- (1) First step: The crew foreman and the worker will attempt to resolve grievance. The worker may request that the Union Steward of the crew be present and represent the employee.
- (2) Second step: Meeting between the Union Grievance Committee and the Company Representative delegated to resolve such matters.
- (3) Third step: Arbitration.

- (4) Either the Company or the Union may initiate a grievance where there has been no grievance filed by an individual worker(s). The parties will proceed immediately to Step 2.

D. Grievance Time Limits

- (1) First step: Any grievance arising under this Agreement initiated by a worker shall be taken up with the crew foreman immediately following the occurrence of the event which caused the grievance. The parties shall use their best efforts to resolve the grievance.
- (2) Second step: If the grievance is not immediately resolved in the first step, the grieving party shall reduce the grievance to writing and file it with the other party.

A grievance involving the discharge of an employee must be filed in writing within five (5) work days of the discharge. All other grievances must be filed in writing within twenty (20) calendar days of the occurrence of the event which caused the grievance or ten (10) days of the discovery thereof. (*Amended December 10, 1987 and December 20, 1988.*)

The failure of the grieving party to file a grievance within the time limits specified above shall bar the grievance. The parties may agree to waive time limits by mutual consent.

No later than five (5) work days of the filing, the grievance shall be discussed in a meeting between the Grievance Committee and the Company Representative(s) delegated to resolve such matters.

If the grievance is not satisfactorily resolved in such meeting, the party receiving the grievance shall give a written response to the other within five (5) work days from the close of the Step Two Meeting. A grievance involving a discharge shall be responded to within five (5) work days. (*Amended December 10, 1987.*)

If the party receiving the grievance fails to respond within said five (5) work days, such party shall be considered to have withdrawn its objection to the grievance and the grievance shall be granted in the grieving party's favor.

- (3) Third step: If the grieving party is not satisfied with the written response, it must file a written notice to the other party within ten (10) calendar days of the receipt of such written response, notifying the other party of its intention to appeal the grievance to arbitration or the grievance shall be barred. The party appealing to arbitration must notify the Permanent Arbitrator in writing, within ten (10) calendar days of the Notice of Appeal. If there has not been a Permanent Arbitrator agreed to, the party appealing to Arbitration must request a panel or arbitrators, in writing, from the federal Mediation and Conciliation Service. The grievance shall be barred

if the Permanent Arbitrator or the Federal Mediation and Conciliation Service, whichever is applicable, is not notified within ten (10) calendar days. A copy of the notice to the Permanent Arbitrator or the Federal Mediation and Conciliation Service, whichever is applicable, must be served on the other party. The time limits expressed herein are to be strictly applied. The parties may agree to waive time limits by mutual consent.

- (4) Expedited Grievance and Arbitration: The parties agree that the primary purpose of the grievance procedure is to resolve grievances as speedily as possible and to maintain good relations between the Union, the Company, and the workers.
- (5) It is recognized that there are times and there are certain issues that may arise, wherein it is to the best interest of all concerned to have a resolution of the matter more quickly than provided in the above procedure.
- (6) After such a grievance has been reduced to writing, the grieving party may request and there shall be a Second Step meeting within two work days and the responding party will immediately provide its answer in writing, if denied, setting forth the reasons for denial. The grieving party may then request, with notice to the responding party, that the grievance be referred to the arbitrator within three (3) work days from the written responsive answer. If such a grievance is presented to the arbitrator, it is agreed that it will take precedence as to investigation, hearing date, and issuance of decision over any other case.

E. Written Requirements

- (1) First step: None.

- (2) Second step:

Written Grievance - The written grievance shall set forth the Article(s) in the Agreement which have been violated and the facts which constitute the violation(s).

Written Response to the Second Step Meeting - Such written response to the Second Step Meeting shall include the receiving party's position on the grievance including reason for denial.

- (3) Third Step: Written Notice to Appeal to Arbitration

Written notice to appeal shall advise that the grieving party is referring the grievance to arbitration.



F. Pay and Time Allowances

- (1) The Company agrees to cooperate to make Union Stewards available to workers wishing to submit a grievance and to make the Grievance Committee of the Union available to perform their functions under this Agreement.
- (2) Aggrieved workers shall have the right to be present at each step of the procedure. The Company will make the Union Steward available on request of a worker or workers wishing to submit a grievance if the Steward is at the job site.
- (3) A Step One proceeding will be held outside of working hours and without pay unless it is a grievance which necessitates that it be processed during working hours. If it is held during working hours, then the steward and grievant will be compensated at their hourly rate for all time.

A Step Two proceeding shall be held outside of working hours and without pay unless the Company requests that the proceeding be held during working hours, in which case the steward(s) and grievance committee function shall be performed without any loss of pay.

G. Scope of Arbitration

The Arbitrator shall consider and decide the grievance or grievances referred to him. The issue(s) to be decided shall be limited to those specified in the written grievance filed in step two and the written response made in step two.

H. Selection of Arbitrator

- (1) The parties will make a good faith effort to agree to a permanent arbitrator.
- (2) If the parties do not agree to a permanent arbitrator within five (5) days of the execution of this agreement, then they shall notify the Federal Mediation and Conciliation Service, requesting a panel of seven (7) arbitrators. Within five (5) days of the receipt of the arbitration panel, the parties shall meet to select an arbitrator who shall be designated the arbitrator of all grievances between the parties for the first six (6) months of the agreement. The parties shall alternate striking names from the panel. A flip of the coin shall determine who shall strike the first name.

I. Limitations on Arbitrator's Powers

- (1) The arbitrator shall not have the authority or jurisdiction to modify, add to, or detract from, or alter any provisions of this Agreement.

Within that limitation among other things he shall have authority to award back pay

for any loss of earnings from the Company, including the right to revoke any form of discipline including discharge. He shall also have the authority to apply the Agreement and order compliance by all parties within the terms of the Agreement.

- (2) The arbitrator shall consider and decide only the particular grievance presented to him. If the matter sought to be arbitrated shall not involve a grievance, as defined above, the arbitrator shall so rule in his award and the matter shall not be further pursued by the arbitrator.

J. Initiation of Arbitration

Should either party fail or refuse to participate in any step 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. Such hearing may be ex parte; i.e., with only one side present, provided that the arbitrator may temporarily delay an ex parte hearing to permit immediate bona fide efforts to settle an issue without a hearing.

K. Arbitration Rules and Procedures

- (1) The arbitrator may make a field examination in any case he deems advisable.
- (2) The arbitrator, in his discretion, may render a bench decision or may allow briefs, but, in any event, shall issue a decision in writing to the parties within fifteen (15) days after the date of the close of the hearing sessions.
- (3) The decision of the arbitrator shall be binding on the Company, the Union and the workers.
- (4) In cases where more than one grievance is referred to arbitration, the arbitrator may hold consecutive hearings to expedite hearings.

L. Arbitration Expenses

All expenses and salaries of the arbitrator shall be paid by the losing party. If a question arises as to the losing party, this shall be decided by the arbitrator having the grievance then in dispute. Each party shall pay the cost of presenting its own case.

## ARTICLE 8. STRIKES AND LOCKOUTS

*(Previously Article 9. Article number, only, amended 9/26/96.)*

### A. Unconditional Strike Pledges

8.A.(1) There shall be no strikes, slowdowns, work stoppages, boycotts, or other interruptions of work by the Union or by workers covered by this Agreement during the term of this Agreement.

8.A.(2) If any such unauthorized strike, slowdown, work stoppage, boycott or other interruption of work occurs, the officers and representatives of the Union shall do everything within their power to end or avert such prohibited activity.

8.A.(4) Any worker who violates any provision of this Article shall be subject to appropriate disciplinary action, including dismissal.

### B. Conditional Strike Pledges

8.B.1.a. Notwithstanding anything herein contained, the failure of Company to make necessary timely payments as provided in the Robert F. Kennedy Farm Workers Medical Plan or the Juan De La Cruz Farm Workers Pension Plan, shall give the Union or the workers the right, after the Union has given five days' written notice to the Company, to proceed immediately to expedited arbitration pursuant to Article 8.

### C. There shall be no lockouts by the Company. A complete or partial reduction of operations by the Company for economic reasons or other valid business reasons shall not be considered a lockout.

### E. 8.E.1.a. The Company agrees that any worker may refuse to pass through any picket line of another Company and sanctioned by the Union.

8.E.2.a. No worker shall be required to perform work that normally would have been performed by workers of another Company who are engaged in a strike sanctioned by the Union.

ARTICLE 9. DISCHARGE, DISCIPLINE, RESIGNATION  
(Previously Article 10. Article number, only, amended 9/26/96.)

9.A.1.a. The Company shall have the sole right to discipline and discharge workers for just cause, providing that in the exercise of this right it will not act in violation of the Agreement. No worker shall be disciplined or discharged except for just cause.

9.A.(2) Individual performance in relation to piece rate, or incentive plan, shall not be conclusive evidence for the purpose of disciplining or discharging a worker. This provision shall not, however, constitute any limitation on any of the Company's rights to discharge or discipline for unsatisfactory work performance. Failure of any worker to earn the applicable minimum wage because of the worker's performance in relation to piece rate shall be conclusive evidence for the purpose of discharge or discipline, provided, however, that (1) new hires will have five (5) working days to meet the minimum wage standard; (2) a worker will be entitled to at least three (3) working days in calculating the minimum wage standard; and (3) a worker coming off illness or disability who is unable to make the minimum wage will be given a leave of absence until such time as that employee is able to satisfactorily perform his duties.

9.B.(1) Prior to any discharge or suspension, the Company shall notify the Steward or other Union official and such Union representative shall have the right to be present when formal charges are made, if they so desire. Provided, however, that if a situation occurs where no Steward or Union representative is readily available and the Company deems it necessary to take action, the Company may take the action and must give written notice to the Union within the time limit set forth below.

9.B.5.a. Within twenty-four (24) hours after any discharge or suspension for just cause, the Union representative will be notified in writing of the reasons for such discharge or suspension.

9.B.6.a. The Steward or other Union representative shall have the right to interview workers in private.

## ARTICLE 10. LEAVES OF ABSENCE

*(Previously Article 11. Article number, only, amended 9/26/96.)*

### A. Requests and Approval

- (1) All leaves of absence shall be in writing on approved leave of absence forms provided by the Company except in cases of emergency. Such forms shall be signed by the Company representative, the worker requesting the leave unless he is unavailable due to an emergency, and the Union steward, to signify receipt of the Union's copy. Leave of absence may be extended by the Company, for good cause, if a request for such extension is made by the worker prior to the termination of the original leave. A copy of the request for extension, and the granting or denial thereof, shall be provided to the Union steward. The Company will mail a copy of all leaves of absence to the Workers Board within 5 working days from the date the leave of absence was granted. *(Amended October 30, 1990.)*
- (2) A leave of absence without pay shall be granted to workers by the Company upon workers' applying to and being confirmed by the Company for any of the reasons stated below without loss of seniority.

### B. Violation of Leave Rules

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.

### C. Return from Leave

A worker who decides to return to work before his approved leave of absence has expired shall notify the Company one day in advance of the day he will report to work.

### D. Personal Leave

- (1) Leaves of absence not to exceed thirty (30) days shall be granted by the Company for valid personal reasons.
- (2) Leaves of absence schedules, under this Section, where more workers have applied for a leave of absence at the same time than can be spared by the Company, shall be allocated on the basis of seniority, with the worker having the highest seniority having the first preference for that leave of absence. However, where a worker requests an emergency leave, the Union and the Company may agree to his leave in preference to that worker over other workers with higher seniority.

E. Maternity Leave

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

F. Civic Duty Leave

- (1) A worker will be paid jury duty pay for up to five days of work per calendar year missed due to the performance of such service. Jury duty pay is defined as the difference between the fees received by such worker for performing such service and what he would have received had he been working for the Company for each day of service.
- (2) To receive pay under this provision, the worker must provide Company with a copy of notice summoning him to appear, and, if so requested, documentary evidence of the amount of fees received for performing such service.
- (3) Leave of absence for jury duty or witness duty when subpoenaed shall be granted.

G. Union Leave

- (1) Long-term leave: Any worker elected or appointed to any office or position in the Union shall be granted a leave of absence without pay for a period of not more than one (1) year or continuous service with the Union upon written request of the Union. Ten (10) days' notice must be given to the Company before the worker takes leave to accept such office or position or chooses to return to work.
- (2) Short-term leave: A temporary leave of absence without pay not to exceed three (3) days for Union business shall be granted under the following conditions: written notice shall be given by the Union to the Company at least two (2) days prior to commencement of any such leave.

H. Military Leave

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

I. Unpaid Sick Leave

- (1) Leave of absence for up to two (2) years shall be granted by the Company, because of illness or injury requiring absence from the job.
- (2) Said leave shall be extended if a doctor's report indicates a probability that the worker will be able to return to work. A leave of absence without limit shall be extended to a worker who becomes ill or injured on the job.
- (3) The Company may require substantiation by medical certificate or other adequate proof of illness.

ARTICLE 11. WORKING CONDITIONS AND SAFETY  
(Previously Article 12. Article number, only, amended 9/26/96.)

A. General Statements

- (1) The Company will comply with all applicable laws relating to the health and safety of farm workers and will not use banned chemicals and any other chemicals listed below: DDT, DDD, DDE, Aldrin, Dieldrin, EDP, TEPP, Temik, Lead Arsenate and Parathion. The Company will not knowingly allow any of the workers covered by this Agreement to pick in a grove in which the above chemicals have been used since November 1, 1989. *(Amended October 30, 1990.)*
- (2) The Company and Union are interested in the health and safety of workers while working with the Company. It is understood and agreed that it is necessary in the sophisticated farming practices of today that certain agricultural chemicals must be used for the control of pests and growth of the product. Company recognizes that use of certain chemicals may be injurious to farm workers.

B. Safety Rules

- (1) The use of such chemicals injurious to farm workers must be such so as not to cause injury to workers. Therefore, the Company shall maintain and shall have available to its supervisors the following information, and shall make such information available to the Union upon request:
  1. Location of field treated with injurious materials;
  2. Name of material used by brand name and chemical name and registration number;
  3. Date and time material was applied and its formulation;
  4. Amount of material applied and its formulation and concentration;
  5. Method of application;
  6. Applicator's name and address, if any; and
  7. Safe re-entry date and time after application.
- (2) When an agricultural chemical is to be applied, the Company shall advise all workers working in the immediate area prior to the application. Re-entry into treated fields shall be in accordance with label requirements. Workers shall be advised of applicable re-entry periods. No worker shall be required or permitted to re-enter a field during the prohibited period, nor shall the worker refuse to re-enter thereafter.



Nothing in this paragraph shall infringe upon the right of a worker under the paragraphs below.

- (3) The Company shall not be responsible for any injury to any worker which is caused by the worker's presence on property other than the property being harvested.
- (4) All Company vehicles used by workers shall be maintained and operated in safe condition at all times.
- (5) Field forklifts shall be equipped with backup warning devices and exhaust devices and protective cages installed so as not to cause injury to workers. All motorized equipment shall be attended to by the operator at all times when moving. Trucks and forklifts shall be equipped with warning devices.

C. Hazardous Work

- (1) No worker shall be required to work in any situation which would immediately endanger his health or safety.
- (2) No worker under this Agreement will be required to work when in good faith he believes that to do so would immediately endanger his health or safety.

D. Physical Examinations

When a worker who applies agricultural chemicals is on the Company payroll, he will be given a baseline cholinesterase test prior to commencing work in that position. Thereafter, the worker will be given a cholinesterase test at least every six months or on an as-needed basis. The Company agrees to give cholinesterase tests in compliance with Federal and State law. These tests will be administered at the Company's expense and, if requested, the results of said tests(s) shall be given to an authorized Union representative.

E. Accidents & First Aid

- (1) Adequate first-aid supplies shall be provided and kept in a clean and sanitary dust-proof container. Each crew foreperson shall maintain a first-aid kit. Each harvesting crew shall have access to a first-aid kit. Each forklift driver who requests one shall be provided with a first-aid kit.
- (2) Any worker who becomes sick or injured during working hours and requests transportation to the nearest doctor's office or medical facility shall be provided with transportation.
- (3) Any worker who is working in an area in the immediate area where agricultural chemicals have been recently applied, and has reason to believe that his health has been adversely affected by any agricultural chemicals, shall be immediately

transported, at the worker's request, to the nearest medical facility for testing and treatment as determined by a doctor.

F. Facilities & Services

- (1) There shall be adequate toilet facilities, separate for men and for women in the field readily accessible to workers, that will be maintained in a clean and sanitary manner. These may be portable facilities and shall be maintained at the ratio of one (1) for every fifteen (15) workers or fraction thereof. Doors on portable toilets shall have latches. Handwashing facilities, soap and paper towels shall be provided. The Company and Union shall agree on designated locations for toilet facilities for use by steady workers.
- (2) Each place where there is work being performed shall be provided with suitable, cool, potable drinking water convenient to workers. Water shall be provided in cool cans or equivalent containers. Individual paper drinking cups shall be provided. Ice and salt tablets shall be provided by the Company during the summer.

G. Discrimination

- (1) Neither the Company nor its representatives will interfere with the right of any worker to join and assist the Union. The Company will make known to all workers that they will secure no advantage, nor more favorable consideration, nor any form of special privilege because of participation or non-participation in Union activities.
- (2) There shall be no discrimination against any worker because of Union activity.
- (3) In accord with the policies of the Company and the Union, it is agreed that there shall be no discrimination against any worker because of race, age, creed, color, religion, sex, political belief, national origin, language spoken, or Union activity.

## ARTICLE 12. MANAGEMENT AND UNION RIGHTS

*(Previously Article 13. Article number, only, amended 9/26/96.)*

12.A. The Company retains all of its inherent rights of management except as expressly and explicitly modified by this Agreement. Such rights include, but are not limited to, the right to determine the assignment of each crew, the number of workers in each crew, and the number of crews to be used at any particular time. The Company especially retains the right to establish quality and quantity picking standards and to discipline workers for failure to meet these standards.

12.C.4.b. Supervisors and other employees not included in the bargaining unit shall not perform any work covered by this Agreement, except in an emergency or for the purpose of instruction.

12.D.2.c. Control of Production. There shall be no change in the mechanization of any operation of the Company that will permanently displace workers covered by this Agreement.

12.E. The Company shall not subcontract any bargaining unit work which will result in the layoff of bargaining unit workers or the failure to recall seniority workers on layoff or seniority workers receiving fewer bins, on a daily basis, than they would have received on the day(s) the subcontractor works. The Company may subcontract in accordance with past practice or if there is a violation of Article 9, No-Strike No-Lockout.

12.F.3.d. The Company shall have the right to establish work and safety rules applicable to all workers and shall have the right to discipline any employee for violation of said rules. The Company will notify the Union in writing of any changes in the work or safety rules.

12.G.4.a. Duly authorized and designated representatives of the Union shall have the right of access to Company premises in connection with conduct of normal Union affairs in administration of this Agreement. In the exercise of the foregoing, there shall be no unnecessary interference with the productive activities of the workers.

12.G.4.b. Before a Union representative contacts any of the workers during working hours, he shall notify the Company foreman that he is on the premises. The Union shall advise the Company, in advance, of the name of its duly authorized and designated representatives.

12.G.4.f. Upon request, the Company will advise the Union of the exact location of any specific crews or commodities for use by the Union representatives pursuant to the Right of Access.

12.H.1.a. The Company will provide a legal-size clipboard placed upon (1) bathroom, per crew, upon which the Union may post notices of Union business.

12.I.1.a. The Company represents that it does not engage in the marketing of the citrus fruit which it harvests. If at any time in the future the Company does engage in the marketing of citrus fruit, it will notify the Union in advance of its intention to engage in this activity. The parties shall meet and attempt to negotiate a provision for the use of the Union label.

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

12.K.1.c. Union shall have the right, upon reasonable notice given to the Company, to examine time sheets, discipline records, work production or other records that pertain to workers' compensation.

12.K.1.f. All withheld dues are to be submitted weekly. All contributions due to the Robert F. Kennedy Farm Workers Medical Plan and the Juan De La Cruz Farm Workers Pension Plan are to be submitted monthly.

A monthly summary report and fringe-benefit contributions report is to be submitted monthly covering the four to five payroll periods falling within the reported month. Such report shall be mailed on or before the 10th day of each month.

Complete mailing directions and information for the monthly reports will be supplied by the Union in writing.

In the event the Company has no workers in its employ during any monthly payroll period, Company shall submit to the Union a statement to that effect mailed on or before the 10th day of the following month.

Company understands and agrees that it shall be deemed delinquent for any payroll month in which the dues are not submitted weekly, and/or the monthly contributions and/or monthly report or statement there were no workers is not post-marked on or before the 10th day of the succeeding calendar month.

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

12.L.1.a. Neither the Company nor its representatives will take any action to disparage, denigrate or subvert the Union. Neither the Union nor its representatives will take any action to disparage, denigrate or subvert the Company.

12.L.1.b. It is mutually agreed that the prompt adjustment of grievances and the proper administration of the contract is desirable in the interests of sound relations between the workers and the Company. The prompt and fair disposition of grievances and the proper

administration of the contract involves important and equal obligations and responsibilities of each party to protect and preserve the grievance procedure and the contract as an orderly means of resolving legitimate grievances and other problems between the parties.

12.L.1.d. The Company will make known to all workers, supervisors and officers, its policies and commitments as set forth above with respect to recognition of the Union and will allow workers in the bargaining unit to support and participate in collective bargaining and contract administration functions.

12.L.1.e. Within five (5) days after the signing of the Agreement, the Union in cooperation with the Company will receive membership applications and authorizations for dues deductions or dues equivalent authorizations, as the case may be, for each worker on the payroll. The Company will be expected to provide time, without pay, to accomplish this task.

## ARTICLE 13. HOURS AND OVERTIME

*(Previously Article 14. Article number, only, amended 9/26/96.)*

### Overtime

- 13.A.1.a. A fifty cent (50¢) per hour premium shall be paid to employees for all hours worked in excess of eight (8) hours per day.
- 13.B.5.a. To compute overtime on a piece-rate or incentive basis, the number of units subject to overtime shall be determined by averaging the units for the total hours worked by the worker that day.

### Overtime Rules

- 13.C.1.a. Overtime shall be performed on a voluntary basis and scheduled overtime shall be offered on the basis of highest seniority within the classification required to work overtime. If there are no volunteers for overtime work, the obligation to work the overtime shall fall to the lowest seniority workers.
- 13.D.1.b. In any pay period in which an employee works more than thirty-three (33) hours, all time worked on Sunday shall be paid one and one-half (1-1/2) times the regular rate of pay on average hourly piece-rate earnings.

### Meal Breaks

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

### Rest Periods

- 13.F.1.a. Workers are authorized rest periods of fifteen (15) minutes per four (4) hour work period. Rest-period time shall be calculated solely for the purpose of determining whether a worker has met the applicable minimum wage.

### Waiting, Standby and Travel Time

- 13.H.1.b. Piece-rate workers shall be paid at their average hourly piece-rate wage based on the preceding payroll period for all standby time after work begins.
- 13.H.3.b. In all moves of more than three (3) miles, workers shall be compensated for all time spent changing groves during the work day. Hourly workers shall be paid at their hourly rate of pay and piece-rate workers at their average hourly piece-rate earnings

for the day. In all moves of three (3) miles or less the new foreman shall move ladders to the new grove in a manner so as to minimize the standby time. Any employee who has to stand by more than ten (10) minutes in the grove shall be compensated at his/her average hourly piece-rate earnings for the day for all such time over ten (10) minutes.

- 13.H.3.d. When employees are required to pick in the Edison area, they shall receive a two-dollar (\$2.00) bonus per bin.

#### Injury On The Job

- 13.K.1.a. Whenever a worker is injured on the job to the extent that medical attention is required, the employer shall compensate the employee for the remainder of the day at his/her average hourly piece-rate earnings, provided the employee is unable to work and the employer may require a doctor's verification that the employee is unable to work.

#### ARTICLE 14. WAGES

(Previously Article 15. Article number, only, amended 9/26/96.)

	Bin Rate	Ring Picking
Navels:	11.30	12.50
Valencias:	11.30	12.50
Minneolas:	15.00	
Juice	10.00	

The bin rate on navels and Valencias will go to 11.40 per bin on November 1, 1996 and 11.50 per bin on November 1, 1997. "No Ladder" picking will be at the base bin rate. The Bonus for light picking does not apply to "No Ladder" picking. There will be a 1.00 per bin bonus for light picking whenever it takes more than 12 trees per bin to ring pick navels or Valencias. The trees per bin will be computed daily for the crew average. Each worker currently on the payroll or on an approved leave of absence will receive a bonus which shall be equal to .05 per bin for all bins picked from November 1, 1994 through the effective date of this Memorandum. (Amended August 8, 1996.)

- A. Piece rate based on bin size of 49,600.
- B. Company shall guarantee basic hourly rate at end of each pay period to all piece-rate workers.
- C. Bonus for light picking (computed daily for crew average):

<u>Trees per Bin</u>	<u>Premium per Bin</u>
6 trees to 8 trees	\$1.00
8+ trees to 12 trees	2.00
12+ trees	3.00

- D. In the event the Company decides to implement any method of piece-rate picking other than strip picking as provided above, such as a ring or second picking, the Company and the Union shall negotiate new piece-rates for such method(s) of piece-rate picking. If the Union and the Company cannot reach agreement on the new piece-rate(s), the matter shall be submitted to arbitration.

14.Q.1.a. A worker who is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, shall be paid for half the usual or scheduled day's work, but in no event less than three (3) hours nor more than four (4) hours, at the employee's average hourly piece-rate wages based on the preceding payroll period.



14.Q.1.c. Wet Time. Wet Time shall be defined as time during which a piece-rate worker is prevented from working by excessive moisture on the trees. A piece-rate worker shall be paid the basic hourly rate of pay for all Wet Time following the first two (2) hours of Wet Time after reporting at the work site. The Company shall designate the reporting time.

14.U.3.a. Payday shall be Wednesday of each week. (*Amended April 23, 1993.*)

14.U.4.a. The Company shall keep full and accurate records, including total hours worked, piece-rate or incentive-rate records, total wages and total deductions. Workers shall be furnished a copy of the itemized deductions, hourly rates, hours worked, cumulative wages earned to date each payday which shall include the worker piece-rate production records. The daily record of piece-rate production for crews paid on a crew basis shall be given to the appropriate steward, upon request.

14.U.6.a. The Company shall deduct federal and state income tax in accordance with standard practices with scheduled deductions for workers agreeing in writing to such withholding. Such agreement shall be binding upon the worker during his employment with the Company for the balance of the calendar year thereafter, subject to his written revocation of this agreement prior to the start of each new calendar year.

14.U.6.b. Upon proper written authorization from a worker to the Company, deductions, as provided for in such authorization, shall be made by the Company for the Farm Workers Credit Union, and such money and reports shall be forwarded on a monthly basis to that organization at Post Office Box 62, Keene, California 93531, or such other address as designated by the Administrator of the Credit Union.

14.AA.7.a. Ladders, breathing masks, clippers, bags, gloves, sleeves, straps, rings, springs and friction tape shall be provided, maintained and paid for by the Company.

14.AA.8.b. Workers shall be responsible for returning all such equipment that was checked out to them. Workers shall not be responsible for accidental breakage or normal wear and tear. Workers shall be charged for all equipment not returned and all equipment broken because of the employee's negligent or willful act.

## ARTICLE 15. VACATIONS

*(Previously Article 17. Article number, only, amended 9/26/96.)*

### A. Eligibility

15.A.1.a. Each worker covered by this Agreement shall be eligible to receive a vacation each year on the anniversary of his continuous employment with the Company in accordance with the following schedule.

Service	Vacation
After one continuous year	One week
After two continuous years	Two weeks
After seven continuous years	Three weeks
After twelve continuous years	Four weeks

### C. Scheduling

15.C.b.2. Vacations may be scheduled at any time after the anniversary date upon mutual agreement between the worker and the Company. If more workers want a particular vacation than can be reasonably spared, the worker with the highest seniority shall have first preference for the vacation period.

### D. Extended Vacations

15.D.1.a. Workers may combine vacation time with personal leave of absence if approved by the Company.

ARTICLE 16. HOLIDAYS

*(Previously Article 18. Article number, only, amended 9/26/96.)*

A. Observance of Holidays

16.A.1.a. Commencing with the effective date of this Agreement, the following shall be unpaid holidays:

Thanksgiving Day  
Christmas Day  
New Year's Day

16.C.3.a. Work on any holiday shall be paid at \$1.50 premium per bin.

## ARTICLE 17. INSURANCE

*(Previously Article 19. Article number, only, amended 9/26/96.)*

### G. Financing

17.G.2.a. The Company shall, commencing on the first payroll period of January, 1987, contribute to the Robert F. Kennedy Farm Workers Medical Plan the sum of seventy-seven cents (77¢) per hour for every hour paid to each worker.

17.G.2.c. In accordance with Article 13.K.1., the monies and a summary report shall be remitted to the Plan at Dept. C-6534, Los Angeles, California 90088. In the event the Plan Administrator changes said designated address during the term of this Agreement, Company shall not be bound by such change until it receives written notice thereof, certified mail, return receipt requested.

17.G.2.d. The place of performance for the Company's obligations with respect to the Robert F. Kennedy Farm Workers Medical Plan, shall be the County of Los Angeles. In the event the Administrator of the Plan finds it necessary or desirable to designate a depository bank in some other county of California, Company and Union agree to promptly take any actions necessary to amend this Article accordingly.

17.G.2.e. The Company shall pay the necessary premiums to Plan in order to ensure that there is no lapse of coverage for any worker during the transition of medical insurance coverage.

ARTICLE 18. JUAN DE LA CRUZ FARM WORKERS PENSION PLAN

*(Previously Article 20. Article number, only, amended 9/26/96.)*

18.F.1.a. The Company shall, commencing on the first payroll period of June, 1987, contribute to the Juan De La Cruz Farm Workers Pension Plan, ten cents (10¢) per hour for every hour paid to each worker.

18.F.1.c. In accordance with 13.K.1., the monies and a summary report shall be remitted to the Plan at Dept. C-6242, Los Angeles, California 90088. In the event the Plan Administrator changes said designated address during the term of this Agreement, Company shall not be bound by such change until it receives written notice thereof, certified mail, return receipt requested.

18.F.1.d. The place of performance for the Company's obligations with respect to the Juan De La Cruz Farm Workers Pension Plan, shall be the County of Los Angeles. In the event the Administrator of the Plan finds it necessary or desirable to designate a depository bank in some other county of California, Company and Union agree to promptly take any actions necessary to amend this Article accordingly.

## ARTICLE 19. AMENDMENT AND DURATION

*(Previously Article 21. Article number, only, amended 9/26/96.)*

19.A.1.a. This Agreement shall be in full force and effect from date of execution to October 31, 1998. *(Amended August 8, 1996.)*

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

### B. Reopeners

19.B.1.a. It is understood that the Company and the Union may agree in writing to make deviations from these seniority provisions regarding applications of seniority. The Union and the Company agree to review and revise if agreed upon said provision, only, one (1) year after the date of signing of this Agreement, if either party so requests.

19.B.2.a. No provision or term of this Agreement may be amended, modified, changed, altered, or waived, except by written document executed by the parties hereto.

### C. Separability

19.C.1.a. In the event any portion of this Agreement shall become ineffective as the result of any applicable local, state or federal law, only that portion of this Agreement so affected shall be ineffective; in no event shall the fact that a portion of this Agreement be inapplicable, or be illegal, in accordance with such laws, render the remainder of this Agreement ineffective or work a termination.

DATED: August 8, 1996

UNITED FARM WORKERS OF  
AMERICA, AFL-CIO

By \_\_\_\_\_  
Arturo S. Rodriguez

Tanis Ybarra

Julio Estrada

\_\_\_\_\_  
Fidencio Aguilar

Francisco Torres

Vianey Torres

Isidoro Aguilar

Mateo Pena

DATED: August 1, 1996

BAIRD-NEECE PACKING  
CORPORATION

By \_\_\_\_\_  
William S. Marrs

## MEMORANDUM OF AGREEMENT

The Collective Bargaining Agreement between the UNITED FARM WORKERS OF AMERICA, AFL-CIO, and BAIRD-NEECE PACKING CORPORATION, is hereby amended as follows:

### ARTICLE 14. WAGES:

	Bin Rate		Ring Picking	
	11-1-98	11-1-99	11-1-98	11-1-99
Navels	11.60	11.70	12.70	12.80
Valencias	11.65	11.75	12.75	12.85
Minneolas	15.10	15.20		
Juice	10.10	10.20		

"No Ladder" picking will be at the base bin rate. The Bonus for light picking does not apply to "No Ladder" picking. There will be a 1.00 per bin Bonus for light picking whenever it takes more than 12 trees per bin to ring pick navels or Valencias. The trees per bin will be computed daily for the crew average.

- A. No change.
- B. No change.
- C. No change.
- D. No change.

### ARTICLE 17. INSURANCE:

17.G.2.a. The Company shall, commencing on December 1, 1998, contribute to the Robert F. Kennedy Farm Workers Medical Plan (B) the sum of eighty-six and one-half cents (86.5¢) per hour for each hour paid to each worker. This rate is guaranteed until September 1, 1999. Thereafter the Company will provide RFK Plan (B) at the contribution rates set by the Trustees of the Plan for the duration of this Agreement.



ARTICLE 19: AMENDMENT AND DURATION:

19.A.1.a. This Agreement shall be in full force and effect from November 1, 1998 through October 31, 2000.

DATED: \_\_\_\_\_

UNITED FARM WORKERS OF  
AMERICA, AFL-CIO

By Alberto Rodriguez

By Jose M. Rivera

By Vicensio Aguilar

By Fidoro Aguilar

By Maney Torres

By Francisco Torres

By David Villarino

By \_\_\_\_\_

DATED: December 8, 1998

BAIRD-NEECE PACKING  
CORPORATION

By William S. Marrs  
William S. Marrs

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## MEMORANDUM OF AGREEMENT

The Collective Bargaining Agreement between the UNITED FARM WORKERS OF AMERICA, AFL-CIO, and BAIRD-NEECE PACKING CORPORATION, is hereby amended as follows:

### ARTICLE 14. WAGES:

	<u>Bin Rate</u>		<u>Ring Picking</u>	
	11-1-00	11-1-01	11-1-00	11-1-01
Navels	11.80	11.90	12.90	13.00
Valencias	11.85	11.95	12.95	13.05
Minneolas	15.30	15.40		
Juice	10.30	10.40		

"No Ladder" picking will be at the base bin rate. The Bonus for light picking does not apply to "No Ladder" picking. There will be a 1.00 per bin Bonus for light picking whenever it takes more than 12 trees per bin to ring pick navels or Valencias. The trees per bin will be computed daily for the crew average.

- A. No change.
- B. No change.
- C. No change.
- D. No change.

### ARTICLE 17. INSURANCE:

17.G.2.a. The Company shall, commencing on November 1, 2000, contribute to the Robert F. Kennedy Farm Workers Medical Plan (B) the sum of one dollar and three cents and seven one hundredths of a cent (\$1.037) per hour for each hour paid to each worker. This rate is guaranteed until September 1, 2001. Thereafter the Company will provide RFK Plan (B) at the contribution rates set by the Trustees of the Plan for the duration of this Agreement.

ARTICLE 19: AMENDMENT AND DURATION:

19.A.1.a. This Agreement shall be in full force and effect from November 1, 2000 through October 31, 2002.

DATED: 11/30/00

UNITED FARM WORKERS OF  
AMERICA, AFL-CIO

By: Andrew Modugno

By: T. J. [unclear]

By: Edna [unclear]

By: Severo [unclear]

By: Matteo [unclear]

By: Severino [unclear]

By: Francisco [unclear]

By: [unclear]

DATED: 11-27-00

BAIRD-NEECE PACKING  
CORPORATION

By: William S. Marrs  
William S. Marrs

## MEMORANDUM OF AGREEMENT

The Collective Bargaining Agreement between the UNITED FARM WORKERS OF AMERICA, AFL-CIO, and BAIRD-NEECE PACKING CORPORATION, is hereby amended as follows:

### ARTICLE 14. WAGES:

	<u>Bin Rate</u>	<u>Ring Picking</u>
	11-1-02	11-1-02
Navels	12.00	13.10
Valencias	12.05	13.15
Minneolas	15.50	
Juice	10.50	

"No Ladder" picking will be at the base bin rate. The Bonus for light picking does not apply to "No Ladder" picking. There will be a 1.00 per bin Bonus for light picking whenever it takes more than 12 trees per bin to ring pick navels or Valencias. The trees per bin will be computed daily for the crew average.

- A. No change.
- B. No change.
- C. No change.
- D. No change.

### ARTICLE 17. Robert F. Kennedy Farm Workers Medical Plan (B):

Sec. A. The Company shall, commencing on November 1, 2002, contribute to the Robert F. Kennedy Farm Workers Medical Plan (B) the sum of one dollar and seventeen and two tenths of a cent (\$1.172) per hour for each hour paid to each worker. This rate is guaranteed until September 1, 2003. Thereafter the Company will provide RFK Plan (B) at the contribution rates set by the Trustees of the Plan for the duration of this Agreement.

Sec. B. In accordance with Article 12.1.f., the monies and a summary report shall be remitted to the Plan at P.O. Box 515317, Los Angeles, CA 90051. In the event the Plan Administrator changes the designated address during the life of this Agreement, the Company shall not be bound by such change until it receives written notice thereof, certified mail, return receipt requested.

Sec. C. (formerly 17.G.2d.) no change.

17.G.2.e. Delete (transition was completed in 1987)

ARTICLE 18: Juan De La Cruz Farm Workers Pension Plan:

Substitute "Sec. A" for "18.F.1.a."

Substitute "Sec. B" for "18.F.1.c." and change address to "P.O. Box 515317, Los Angeles, CA 90051" from "Dept.C-6242, Los Angeles, California 90088."

Substitute "Sec. C" for "18.F.1.d."

ARTICLE 19: AMENDMENT AND DURATION:

Sec. A. This Agreement shall be in full force and effect from November 1, 2002 through October 31, 2003.

Substitute "Sec. B." for "19.B.2.a."; delete 19.B.1.a.

Substitute "Sec. C." for "19.C.1.a."

DATED: \_\_\_\_\_

UNITED FARM WORKERS OF  
AMERICA, AFL-CIO

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

DATED: \_\_\_\_\_

BAIRD-NEECE PACKING  
CORPORATION

By: William S. Marrs

By: \_\_\_\_\_

By: \_\_\_\_\_

## MEMORANDUM OF AGREEMENT

The Collective Bargaining Agreement between the UNITED FARM WORKERS OF AMERICA, AFL-CIO, and BAIRD-NEECE PACKING CORPORATION, is hereby amended as follows:

### ARTICLE 17. Robert F. Kennedy Farm Workers Medical Plan (B):

Sec. A. The Company shall, commencing on September 1, 2003, contribute to the Robert F. Kennedy Farm Workers Medical Plan (B) the sum of one dollar and twenty one cents (\$1.21) per hour for each hour paid to each worker. This rate is guaranteed through August 31, 2004.

Sec. B. In accordance with Article 12.1.f., the monies and a summary report shall be remitted to the Plan at P.O. Box 515317, Los Angeles, CA 90051. In the event the Plan Administrator changes the designated address during the life of this Agreement, the Company shall not be bound by such change until it receives written notice thereof, certified mail, return receipt requested.

### ARTICLE 19: AMENDMENT AND DURATION:

Sec. A. This Agreement shall be in full force and effect from November 1, 2003 through August 31, 2004.

DATED: \_\_\_\_\_

UNITED FARM WORKERS OF  
AMERICA, AFL-CIO

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

DATED: \_\_\_\_\_

BAIRD-NEECE PACKING  
CORPORATION

By: \_\_\_\_\_  
William S. Marrs

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_



## MEMORANDUM OF AGREEMENT

The Collective Bargaining Agreement between the UNITED FARM WORKERS OF AMERICA, AFL-CIO, and BAIRD-NEECE PACKING CORPORATION, is hereby amended as follows:

### ARTICLE 14. WAGES:

	<u>Bin Rate</u>	<u>Ring Picking</u>
	11-1-04	11-1-04
Navels	12.10	13.20
Valencias	12.15	13.25
Minneolas	15.60	
Juice	10.60	

In accordance with Paragraph 17 below, an additional 5 cents will be added to the above bin rates effective 11-1-05 if there is a decrease, no increase, or an increase of 3.5% or less to the RFK rate effective September 1, 2005.

"No Ladder" picking will be at the base bin rate. The Bonus for light picking does not apply to "No Ladder" picking. There will be a 1.00 per bin Bonus for light picking whenever it takes more than 12 trees per bin to ring pick navels or Valencias. The trees per bin will be computed daily for the crew average.

- A. No change.
- B. No change.
- C. No change.
- D. No change.

### ARTICLE 17. Robert F. Kennedy Farm Workers Medical Plan (B):

Sec. A. The Company shall, commencing on November 1, 2004, contribute to the Robert F. Kennedy Farm Workers Medical Plan (B) the sum of one dollar and twentyfive and two tenths of a cent (\$1.252) per hour for each hour paid to each worker. This rate is guaranteed until September 1, 2005. Thereafter the Company will provide RFK Plan (B) at

the contribution rates set by the Trustees of the Plan for the duration of this Agreement with a maximum increase of 7% (.087/cents). If there is an increase of 3.5% (.044/cents) or less, then an additional 5 cents will be added to the above bin rates.

Sec. B. In accordance with Article 12.1.f., the monies and a summary report shall be remitted to the Plan at P.O. Box 515317, Los Angeles, CA 90051. In the event the Plan Administrator changes the designated address during the life of this Agreement, the Company shall not be bound by such change until it receives written notice thereof, certified mail, return receipt requested.

#### ARTICLE 19: AMENDMENT AND DURATION:

Sec. A. This Agreement shall be in full force and effect from September 1, 2004 through August 31, 2006.

DATED: 10/04/04

DATED: 10-04-04

UNITED FARM WORKERS OF

BAIRD-NEECE PACKING

AMERICA, AFL-CIO

CORPORATION

By:

*Arturo Rodriguez*

By:

*William S. Marrs*  
William S. Marrs

By:

*Tamara*

By:

*Lustano Aquino*

By:

*Francisco Torres*

By:

*Sanchez*

By:

*Jose Cecilio R Diaz*

By:

*Alidoro Aguilar*

By:

*Oratio L Perez*

*Alaney Torres*