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**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**COACHELLA GROWERS**  
**AND**  
**UNITED FARM WORKERS OF AMERICA**

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**PARTIES**

**THIS COLLECTIVE BARGAINING AGREEMENT is between COACHELLA GROWERS (hereinafter referred to as the "Employer") and the UNITED FARM WORKERS OF AMERICA, AFL-CIO (hereinafter referred to as the "Union")**

**ARTICLE 1**  
**RECOGNITION**

**Section 1. The Employer recognizes the Union as the exclusive bargaining agent representing the Employer's agricultural employees in the unit set forth in the Agricultural Labor Relations Board's certification in Case No. 75-RC-57-R. The term "employee" shall not include office and sales employees, truck drivers, security guards, supervisory employees, or persons subject to the jurisdiction of the National Labor Relations Act.**

**Section 2. The Employer is a non-profit association rendering services to its grower members in harvesting their citrus crops. It does not enter into joint ventures or partnerships or other forms of agricultural business operations. The Employer agrees that no business device, including joint ventures, partnerships or other forms of agricultural business operations, shall be used solely for the purpose of circumventing the obligations of this Agreement.**

**Section 3. The Employer will make available copies of this Agreement for all employees, supervisors and officers so they can familiarize themselves with the policies and commitments set forth in this Agreement. There shall be no vulgar, obscene or abusive language by employees, supervisors or officers, or by Employer representatives or Union representatives. This is designed to foster mutual respect between the parties and between employees and management.**

**Section 4. Neither the Employer nor its representatives will interfere with the right of any employee to join and assist the Union. The Employer shall not advise workers that they will secure any advantage or more favorable consideration or any form of special privilege because of nonparticipation in Union activities.**

## **ARTICLE 2**

### **UNION SECURITY**

**Section 1. Union membership shall be a condition of employment. Each employee shall be required to become a member of the Union immediately following five (5) continual days after the beginning of employment, or five (5) days from the date of the signing of this Agreement, whichever is later; and to remain a member of the Union in good standing. The Union shall be the sole judge of the good standing of its members. Any employee who fails to become a member of the Union within the time limit set forth herein, or who fails to pay the required initiation fee, periodic dues or regularly authorized assessments as prescribed by the Union, or who has been determined to be in bad standing by the Union pursuant to the provisions of the Union's constitution, shall be immediately discharged upon written notice from the Union to the Employer, and shall not be reemployed until written notice from the Union to the Employer of the employee's good standing status.**

Section 2. The Employer agrees to furnish to the Union in writing, within one (1) week after the execution of the Agreement, a list of its employees giving the names, addresses, social security numbers and type of job classifications.

Section 3. The Employer agrees to deduct from each employee's pay initiation fees, all periodic dues, and assessments as required by the Union, upon presentation by the Union of individual authorization signed by employees, directing the Employer to make such deductions. The Employer shall make such deductions from employees' pay from the payroll period in which it is submitted, provided that it is submitted in advance of the close of the pay period, and periodically thereafter as specified on authorization so long as such authorization is in effect and shall remit monies weekly. The Employer shall provide the Union each week with a copy of its computer printout showing the name of each employee, his social security number, payroll periods covered, gross wages, total hours worked per employee, total number of employees and amount of Union dues deducted during such pay periods from each employee. The Union will furnish the forms to be used for authorization and will notify the Employer in writing of dues, assessments and initiation fees within five (5) days of the execution of this Agreement and five (5) days before the effective date of any change.

Section 4. The Employer upon receiving authorization forms from each employee will deduct \$1.00 (One Dollar) per employee, per week, for Ranch Committee functions. The Union will inform the Employer in writing, of the bank account number and bank name into which these deductions will be deposited.



**Section 5.** The Employer shall advise new employees that it is a condition of their employment that they must comply with the requirements described in Section 1 above immediately following five (5) continual days after the beginning of their employment.

**Section 6.** The Union shall indemnify and hold the Employer harmless from and against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the Employer for the purpose of compliance with any of the provisions of this Article.

### **ARTICLE 3**

#### **HIRING**

**Section 1.** The Union shall operate and maintain a facility through which the Employer shall obtain its new employees. The Union shall notify the Employer in writing of the address and telephone number of the facility and the name of the person in charge of the facility.

**Section 2.** Employees with seniority with the Employer shall be recalled to work in accordance with the provisions of Article 4, and shall not have to use the facility described in Section 1 in order to be recalled. Such employee shall report to the Union steward or other Union representative and the Employer representative at the job site to verify that their name is on the seniority list before commencing work.

Section 3. At the beginning of any picking season, the Employer shall anticipate the number of new or additional employees who will be needed to perform any job covered by this Agreement and shall notify the hiring facility described in Section 1 five (5) days in advance of the date these employees will be needed, the type of work to be done, the exact date this work will commence, and the approximate duration of the work. It is agreed that all new hires at the beginning of the season shall be hired as temporary employees for the purpose of replacing seniority employees out with a leave of absence. This temporary hiring practice is solely for the purpose of maintaining the crew size at thirty (30) employees per crew. Upon arrival of the seniority employees out with a leave of absence, the temporary employees shall be laid off according to Article 4, Seniority, Section 14.F.

Section 4. When the Employer notifies the Union that it needs additional employees, the Union shall use its best efforts to furnish the requested employees. If the Union does not furnish the requested employees within 48 hours after being requested, the Employer shall be free to procure them from any other source. If the Employer secures employees under the provisions of this paragraph, it shall make available to the Union in writing, within five (5) days thereafter, the names, social security numbers, date hired and job classifications of all employees so hired, provided, however, that the Union shall be entitled, acting on its own, to ascertain such information from such employees at any time after 24 hours following the hiring of such employees, provided further, that the work is not interrupted.

**Section 5.** When the Employer requests employees from the Union facility for jobs which require skill or expertise (for example, citrus pickers and tractor drivers), the Union shall refer employees who meet the job requirements. Before the Employer determines that a referred employee does not meet the job requirements, the foreman shall explain the job duties and provide the employee a reasonable time period to meet those requirements.

**Section 6.** If the Union knows at the time that it receives a request for employees by the Employer that it will not be able to furnish the employees requested, it shall notify the Employer as soon as possible.

**Section 7.** The Employer and the foremen shall not be authorized to hire new employees except as provided in Section 4 above. Normal crew size shall be 30 or fewer employees. Except when forming new crews, the Employer, to the extent possible, shall avoid maintaining crews in excess of 30 employees. In the event it is necessary to have a crew of over 30 employees, this condition shall be permitted for no more than five (5) days.

**Section 8.** In the event that it is necessary to lay off employees before they acquire seniority, it is understood that if such employees are dispatched by the Union to the Employer, the Employer shall not refuse to rehire them solely because they would establish seniority.

**Section 9.** In applying this Article, neither party shall discriminate in violation of Article 9, No Discrimination.

**Section 10. The Employer will notify the Union two (2) days prior to a layoff. Failure to give this notice to the Union shall not create any financial liability on the part of the Employer to employees. The Employer's only liability to employees who report for work shall be under Article 19, Reporting and Standby Time.**

**Section 11. The Union shall have the right to grieve any dispute arising out of the interpretation or application of this Article. A grievance arising under this Article must be filed and processed in the same manner as grievances regarding a discharge.**

#### **ARTICLE 4**

#### **SENIORITY**

**Section 1. In the event an employee works for the Employer at least fourteen (14) days within the preceding sixty (60) calendar days, he shall acquire seniority retroactive to his original date of hire. Seniority is defined as the length of an employee's continuous service with the Employer. Layoffs shall not be considered a break in service.**

**Section 2. Seniority shall be broken for any of the following reasons:**

- A. Voluntary quitting;**
- B. Discharge for just cause;**

- C. The employee has been off work for three (3) consecutive days or more, and has failed to properly notify his foreman, or the Employer by telephone or letter;
- D. Failure to report to work at the end of a leave of absence or vacation without an approved extension as provided in Article 11, Section 3;
- E. Failure to report to work when recalled unless valid reasons are provided;
- F. when any employee leaves the bargaining unit to accept a supervisory or other position with the Employer outside the bargaining unit and remains in that position for more than thirty (30) days; or
- G. when any employee accepts a supervisory or other position with the employer outside the bargaining unit, remains there for less than thirty (30) days, is returned to the bargaining unit and leaves the bargaining unit to accept a supervisory or other position.

**Section 3.** Any employee rehired after his seniority is terminated shall establish a new seniority date as provided in Section 1. The Employer shall notify the Union on a weekly basis of all employees whose seniority is terminated during the prior week.

**Section 4.** The Employer shall maintain and post two (2) separate seniority lists. There shall be a seniority list for tractor and forklift drivers and a seniority list for pickers. Employees on either list shall be listed according to seniority.

**Section 5.** Layoffs and recalls within a job classification shall be based upon an employee's seniority with the employees with the least seniority laid off first. Demotions shall be based upon an employee's seniority, provided that he has the ability to perform the job to which he is demoted in accordance with Section 9. A temporary layoff of a total crew for less than five (5) workdays need not be made in accordance with strict seniority.

**Section 6.** Tractor drivers and forklift drivers shall be laid off and recalled within their classifications on the basis of their seniority. If such employees are laid off and they request reassignment to a picking job, the Employer shall reassign them to picking jobs on the basis of their seniority.

**Section 7.** The Employer may reassign employees to vacant positions within their classification in another crew in the same area. In making such reassignments, the Employer shall give employees in the crew an opportunity to transfer on the basis of their seniority. If none of the employees in the crew want to transfer, the Employer shall transfer the employee with the least seniority in the crew.

**Section 8. Employees involved in picking shall have the right to move from one crew to another on the basis of their seniority, provided there is a need for additional employees in the other crew. Such a move shall be made only once during a season.**

**Section 9. Promotions to permanent job vacancies within the bargaining unit shall be based upon an employee's seniority, provided he is able to perform the work in the job to which he is seeking to be promoted. Where an employee is promoted to a permanent job vacancy pursuant to Section 10, a supervisor will fully explain the job duties and requirements and give the employee a reasonable amount of time to meet the job requirements. After the vacancy has been posted but has not been filled within a period of two (2) days the Employer shall notify the Union facility of such vacancy pursuant to Article 3. If the position is not filled within forty-eight (48) hours of notification to the Union facility, the Employer may hire from any source.**

**Section 10. Whenever a permanent vacancy in an hourly-rated job classification or a new job classification is established, notice of such vacancy shall be posted on the Employer's bulletin board in the area of the vacancy. The posting shall be made at least five (5) days before the vacancy is permanently filled. A copy of the posting shall be made available to the Union Ranch Committee. Seniority employees desiring to apply for such position shall sign the posting. Selection and training for employees applying for the position shall be as set forth in Section 9. The Employer may fill temporary vacancies in these positions, such as during the posting period or during an employee's short-term illness, injury or other temporary absence, so far as possible on the basis of seniority.**

**Section 11.** The first five (5) workdays shall be a work evaluation period during which a new employee may be terminated for unsatisfactory work performance without recourse to the grievance procedure unless he claims that his termination was for a reason other than unsatisfactory work performance. If a grievance is filed the sole issue will be whether the Employer's decision was based upon some reason other than the employee's work performance. Whether the Employer's determination that the employee's work was unsatisfactory was correct shall not be an issue that may be grieved. The Employer shall provide the Union with a weekly notice of employees terminated during this period.

**Section 12.** In recalling employees prior to the commencement of harvest operations, the Employer, where possible, shall notify employees of the recall at least two (2) weeks prior to the estimated starting date. Such notification shall be in writing and shall specify the employee's name, social security number, seniority date, the estimated starting date of the work and the estimated duration of the work. Employees are responsible for providing the Employer with a current mailing address for sending the notice. The Employer shall provide the Union with a list of recalled employees. Recalled employees shall be informed of the exact date upon which work at the beginning of the season is to start by checking at the Employer's office or Union office where the exact date shall be posted for at least seventy-two (72) hours before work is to begin, if possible.



In recalling employees after harvest operations have begun, the Employer shall give employees five (5) days' notice, where possible. However, the Employer agrees to give employees advance notice of the date work is to begin. The Union shall use its best efforts to assist in the recall of employees. Employees shall not be eligible for reporting pay based upon the estimated starting date.

**Section 13.** At the beginning of the picking season, and each thirty (30) day period thereafter during the picking season, the Employer shall provide the Union with a current enumerated seniority list containing the name of each employee, his original date of hire, his area seniority date, his job classification, and his social security number. Where more than one employee has the same original date of hire, the employee with the lower last four (4) digits in his social security number shall have the higher seniority. The Employer shall post a copy of the seniority list. If the Union disagrees with the information recorded on the seniority list, it may file a grievance.

**Section 14.** The Employer will organize the employees in work crews in accordance with Article 3, Section 7, based on employees' preferences, but where employees have different seniority, seniority will prevail over preference. Employees will be laid off and recalled to the extent possible by seniority. The procedure for organizing crews will be as follows:

- A. After the initial organization of crews, an employee shall have the right to request reassignment, and this request will be honored if and when a

vacancy exists on the requested crew. The employee may request such a reassignment only once during the picking season.

- B. If during the course of the picking season, the Employer is required to add employees to any of the crews it will first make transfers of employees who have requested transfer to that crew. In the absence of any such requests, the Employer will then take employees from the crew with the lowest seniority and transfer them upward according to need. Upon request, the Union shall have the right to review the list of transfer requests maintained by the Employer.**
- C. In the event of a layoff the Employer will reassign employees to crews based on seniority, and within two (2) days following such a layoff the Union and the Employer shall attempt to rearrange these reassignments in the event they cause an undue hardship.**
- D. In the event of temporary layoffs, employees will be laid off by seniority, but no grievance will be filed for a period of five (5) days if an employee is inadvertently missed in the re-shuffling of crews caused by the temporary layoff. It shall be the responsibility of any employee affected by the layoff to inform the Employer of any error in said layoff.**

- E. Layoff of temporary employees shall be by dispatch number, with the highest number being the first to be laid off.

**Section 15.** The Employer will notify the Union of the end-of-harvest layoff seven (7) days, or as soon as possible, prior to the end-of-harvest layoff. Failure to give this notice to the Union shall not create any financial liability on the part of the Employer to employees.

**Section 16.** In the event there is work available in a work week, that work shall be performed by the crew or crews with the highest seniority. The Employer will retain only the number of crews necessary to perform the work available such that employees on these crews will work full workdays, even if the Employer must lay off crew(s).

**Section 17.** The Employer and the Union may agree, in writing, to make deviations from those seniority provisions regarding application of seniority.

## ARTICLE 5

### GRIEVANCE AND ARBITRATION

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

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

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

Step 2. If the grievance is not resolved in Step 1, the aggrieved party shall file the grievance in writing with a designated representative of the other party. The written statement of the grievance shall include a statement of the section of the contract alleged to be violated, a brief explanation of the nature of the grievance, and the names of those involved in the grievance. The Employer and the Union shall meet within five (5) workdays after presentation of the written grievance. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Employer's representative and the Union representative. If no settlement is reached, the party receiving the grievance shall give its written answer within two (2) workdays following the meeting.

Step 3. If the grievance is not settled in Step 2, the party filing the grievance may appeal it in arbitration by giving written notice of its desire to arbitrate to the other party's designated representative as soon as possible after receiving its Step 2 answer, but in no event later than thirty (30) days after receiving such answer. The arbitrator shall not have the authority or jurisdiction to modify, detract from or alter any provisions of this Agreement. Within these limitations, the arbitrator's authority shall include the power to: (1) revoke or modify any form of discipline; (2) award back pay to employees for any loss of earnings arising from a violation of this Agreement by the Employer; (3) award damages to the Employer or the Union for any losses arising from a violation of this Agreement by the other party; and (4) order compliance by all parties with the provisions of this Agreement. In cases where more than one grievance is referred to arbitration, the arbitrator may hold consecutive hearings to expedite procedure. The decision of the arbitrator shall be final and binding on the Employer, the Union and the employee or employees involved. The expenses of the arbitrator, including his fee, shall be shared equally by the Employer and the Union.

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

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

**Section 5.** A Union official or representative may participate in any step of the grievance procedure.

**Section 6.** The parties shall meet to select an arbitrator. In the event they cannot agree, they shall request a list of eleven (11) arbitrators from the Federal Mediation and Conciliation Service. After receipt of the list, the parties shall attempt to select an arbitrator for each grievance, unless they agree to allow a single arbitrator to hear multiple grievances. If the parties cannot agree upon the selection of an arbitrator, then they shall turn to the list of arbitrators received under procedures of the above paragraph. The party to strike first shall be selected by a coin toss. That party shall strike the first name from the list. The name remaining after each party has struck five (5) shall be the person designated as arbitrator for the particular grievance. The parties may agree to have an arbitrator hear multiple grievances.

**Section 7.** Grievances dropped by either party prior to an arbitration hearing shall be considered as withdrawn without prejudice to either party's position on a similar matter in the future.

Section 8. The arbitrator may make a field examination in any case he deems advisable.

Section 9. Grievances specified elsewhere in this Agreement, as subject to the expedited Grievance and Arbitration Procedure, if any, may, at the request of the grieving party, and with written notice to the other party, be expedited to arbitration.

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

Section 10. Should either party fail or refuse to participate in any steps of the grievance machinery, the grieving party shall have the right to refer the matter to the arbitrator immediately for his consideration in a formal hearing. An application for such hearing may be ex parte, provided that the applying party has given reasonable notice to the opposing party of its intention to proceed to arbitration. In such cases, the arbitrator must make a preliminary finding as to his or her competence to hear the matter in question. This decision shall be made on the basis of the provisions and terms set forth in Section 2 of this Article. If the arbitrator finds that he has the

authority under the terms of this Agreement to hear the matter, he shall so inform the charged party and proceed to hold a formal hearing on the merits of any such petition or grievance no sooner than one (1) day after such notice has been provided to the charged party.

**Section 11** Nothing in the Article, Grievance and Arbitration, shall preclude the Employer from seeking enforcement of Article 6, No Strike – No Lockouts, by means of litigation in state or federal court without prior resort to the grievance procedure. However, the Employer shall not seek money damages in court for a breach of Article 6 without first exhausting the provisions of the Article. This shall not preclude the Employer from seeking injunctive relief against such a breach directly in court without prior resort to the grievance procedure.

#### ARTICLE 6

#### NO STRIKES-NO LOCKOUTS

**Section 1.** There shall be no strikes, slowdowns, sitdowns, boycotts, or other interruptions of work by the Union or by the employees covered by this Agreement during the term of this Agreement, but subject to the provisions of Article 10, Employees' Security. The Union will not authorize or approve any such activity. There shall be no lockout by the Employer.



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

**Section 3.** If any such unauthorized lockout should occur, the Employer shall do everything within its power to end such prohibited activity.

## **ARTICLE 7**

### **RIGHT OF ACCESS TO EMPLOYER PROPERTY**

**Section 1.** Duly authorized and designated representatives of the Union shall have the right of access to the Employer's premises in connection with the conduct of normal Union affairs in administration of this Agreement. In the exercise of the foregoing, the Union shall not interfere with the productive activities of employees.

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

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

## ARTICLE 8

### DISCIPLINE AND DISCHARGE

Section 1. The Employer shall have the sole right to discipline and discharge employees for just cause providing that in the exercise of this right it will not act in violation of the Agreement. Except as provided in Article 4, Section 11, no employee shall be disciplined without just cause.

Section 2. Prior to any disciplinary action or discharge, the Employer shall notify the steward or other Union official, and such Union representative shall have the right to be present when formal charges are made. However, if a situation occurs in a remote area, where the Employer deems it necessary to take action and no steward or Union representative is available, after the Employer has made a reasonable effort to notify a steward or Union representative of the contemplated action, the Employer may take disciplinary action. In such case, the Employer shall give written notice in accordance with Section 3 below.

Section 3. Written notice of a discharge or suspension and the reason for the action shall be given to the employees involved and the Union within two (2) work days after the date of the discharge or suspension. A letter which is post marked within two (2) workdays shall be considered to be in compliance with this notice requirement. The time limit for the initial filing of a grievance challenging a discharge under Article 5, Section 2, shall not begin to run until the

Union receives this written notice. Section 4. The steward of the employee to be disciplined or other Union official shall have the right to interview the employee in private.

## ARTICLE 9

### NO DISCRIMINATION

Neither the Employer nor the Union shall discriminate against any employee because of race, color, age (as defined in the California Fair Employment & Housing Act), religion, sex, national origin, sexual preference, physical or mental handicap, medical condition (as defined by California law), marital status, language spoken or Union activity.

## ARTICLE 10

### WORKERS' SECURITY

Section 1. The Employer agrees that any employee may refuse to pass through any picket line established at the premises of any other employer and sanctioned by the Union; provided, however, that the Union shall not establish or sanction a picket line at the premises of any grower supplying fruit to the Employer at any time during the harvest season or pruning season for the purpose of depriving that grower of picking or pruning labor which is covered by this Agreement and supplied by this Employer.

**Section 2.** No employee under this Agreement shall be required to perform work that normally would have been done by the employees of another employer who are engaged in a strike sanctioned by the Union.

## ARTICLE 11

### LEAVES OF ABSENCE

**Section 1.** Any employee elected or appointed to an office or position in the Union shall be granted a leave of absence for a period of continuous service with the Union upon written request of the Union. Ten (10) days' notice must be given to the Employer before the employee takes leave to accept such office or position or chooses to return to work. Such leave of absence shall be without pay. Seniority shall not be broken or suspended by reason of such leave.

**Section 2.** A temporary leave of absence without pay, not to exceed three (3) days, for Union business shall be granted under the following conditions:

- A.** Written notice shall be given by the Union to the Employer at least two (2) days prior to the commencement of such leave;
- B.** Such leaves shall not be granted during periods of time when there is a shortage of harvesting labor and shall not exceed 10 percent of the employees covered by this Agreement; and

- C. This section shall not apply to operations during critical periods if it would harm operations.

**Section 3.** A leave of absence without pay and without loss of seniority shall be granted to employees upon their applying to and being confirmed by the Employer for any of the following reasons:

- A. Subject to the provisions of Article 24, when the employee has been summoned for jury duty or has been subpoenaed as a witness in any court proceeding;
- B. Authorized family leave as detailed in the Employer's Family and Medical Leave Act policy for its non-Union hourly employees;
- C. After using any applicable family or pregnancy leave as detailed in the Employer's Family and Medical Leave Act policy, an employee may apply for up to two years unpaid leave for illnesses or injuries requiring absence from work, provided that the employee furnishes sufficient medical authorization for the leave (for example, an employee who does not qualify for FMLA leave may immediately apply for the up to two years of unpaid leave of absence); and

- D. For valid personal reasons, not to exceed thirty (30) days, where prior notice specifying the reason for the leave is given to the Employer.**

All leaves of absence in excess of three (3) days shall be in writing on approved leave of absence forms provided by the Employer. Such forms shall be signed by the Employer representative, the employee requesting the leave, and the Union steward or other Union representative. Leaves of absence shall be extended by the Employer for good cause shown if request for such an extension is made by the employee in writing, with a copy to the Union, prior to the termination of the original leave.

Where more employees have applied for leaves of absence than can be spared by the Employer, they shall be allocated on the basis of seniority, with the employee having the highest seniority having first preference. Where an employee requests an emergency leave, the Union and the Employer may agree to give his request priority over more senior employees.

**Section 4. Failure to report for work at the end of an approved leave of absence, or accepting employment from another employer during an approved leave of absence, shall terminate seniority in accordance with Article 4, Section 2.**

## ARTICLE 12

### MAINTENANCE OF STANDARDS

Wages, benefits and working conditions shall be maintained at no less than the highest standard in effect at the time the Agreement is signed, except as they are changed or eliminated by agreement.

## ARTICLE 13

### SUPERVISORS

Supervisors and employees not included in the bargaining unit shall not operate forklifts or other loading equipment in the orchards or perform work covered by this Agreement, except to prevent an interruption of operations or in case of an emergency. This paragraph shall not be used for the purpose of avoiding the recall of bargaining unit workers for work they would normally perform.

## ARTICLE 14

### HEALTH AND SAFETY

Section 1. The Employer and the Union are interested in the health and safety of the employees while working for the Employer. It is understood and agreed that it is necessary in sophisticated farming practices today that the growers whose fruit is picked and packed by the Employer must use certain agricultural chemicals for the control of pests. The Employer

recognizes that the use of agricultural chemicals must be such as not to cause injury to the employees. In order to insure the protection of the employees from chemicals which are applied by other parties, the Employer agrees to express his concern to its growers that the growers not use chemicals which are banned by law. Upon request by the Union when it in good faith believes that there has been some illness or injury caused by an agricultural chemical, or that some law or regulation has been violated, the Employer will use its best efforts to secure all necessary information regarding the said chemical, such as the brand and chemical name, the date, location, and method of application, the amount, formulation and concentration, name of applicator and date of harvest.

Section 2. No employee under this Agreement shall be required to work when in good faith he believes that to do so would immediately endanger his health or safety.

Section 3. There shall be adequate toilet facilities, separate for men and women in the field and readily accessible, that will be maintained at the ratio of one for every thirty-five (35) employees or fraction thereof, and in a clean and sanitary manner.

Section 4. Each place where there is work being performed shall be provided with suitable cool, potable drinking water convenient to employees. Individual paper drinking cups shall be provided. Upon prior request, the Employer shall provide both chilled and unchilled water.



**Section 5. Adequate first aid supplies shall be provided for each crew and kept in clean and sanitary dust proof containers.**

**Section 6. Tools and equipment and protective garments necessary to perform the work and/or to safeguard the health of or to prevent injury shall be provided, maintained and paid for by the Employer, such as, but not limited to, bags, clippers, leather gloves, and sleeves for all picking employees.**

**Employees shall be responsible for returning all such equipment that was checked out to them, but shall not be responsible for normal wear and tear or for breakage. Employees shall give an authorization permitting a deduction for such equipment not returned. Receipts for returned equipment shall be given to employees by the Employer.**

**Section 7. The Employer agrees that equipment, including but not limited to ladders, shall be kept in good repair.**

**Section 8. Compliance by the Employer with all applicable federal, state and local laws and regulations relating to health and safety shall constitute compliance under this Article.**

**Section 9. The Employer will furnish "NAPA" brand or comparable gloves that do not have a finger seam.**

**Section 10.** At the beginning of a season, the Employer shall provide hats (bump caps) with clean sweat bands and either "Corona" or "Sunkist" clippers to employees. The employee will have a choice of either one of these type clippers. However, an employee may provide his own clippers at his own cost and not be disciplined for using those clippers. The employee shall be responsible for maintaining clippers not provided by the Employer.

**Section 11.** The Employer shall maintain its forklifts to avoid exposing operators to dangerous exhaust fumes.

**Section 12.** The Employer shall make available to each employee a back support belt or "FAJA". Each employee taking a belt will be required to wear the belt at all times and may be disciplined for failing to do so. Employees shall be responsible for returning the belt issued to them and will be charged for the actual cost of the belt if it is lost or not returned at the end of the season.

**Section 13.** The Employer shall use its best efforts to water the roads in the groves where the crews are harvesting, provided that the equipment necessary for watering the roads is available and in working order.

**Section 14.** All sacks and bags issued by the Employer shall be clean.

**ARTICLE 15**  
**MECHANIZATION**

Section 1. The Employer shall have the right to use the kinds of mechanical equipment it has used in the past and to use new kinds of mechanical equipment except as restricted in Section 2 of this Article.

Section 2. In the event the Employer anticipates the mechanization of any of its operations that will permanently displace employees, the Employer, before commencing such mechanical operations, shall meet with the Union to discuss the training of displaced workers to operate and maintain the new mechanical equipment, the placement of displaced workers in other jobs with the Employer, the training of such employees for other jobs with the Employer, or the placing of such workers on a preferential hiring list.

**ARTICLE 16**  
**MANAGEMENT RIGHTS**

Section 1. All the functions, rights, powers and authority which the Employer has not specifically modified by this Agreement are recognized by the Union as being retained by the Employer, including, but not limited to, the exclusive right to direct the work force; the means and accomplishment of any work; the right to establish and post work rules and safety rules; the determination of size of crews or the number of employees and their classifications in any

**operation; the right to decide the nature of equipment, machinery, methods, or processes; the right to determine the type, amount and extent of crops; the right to determine if overtime shall be worked; the right to close, liquidate, combine or transfer any operation performed by the Employer or any facility operated by the Employer, or any part thereof, or to move or relocate any such operation or facility and the right to make all decisions which are necessary to the efficient and/or economical operation of its business.**

## **ARTICLE 17**

### **NEW OR CHANGED OPERATIONS**

**In the event the Employer hereafter establishes within the bargaining unit a new classification or changed classification with new job content substantially and materially different from the existing or previously existing job content, the Employer will notify the Union and will bargain with the Union for the new rate for the classification. The Employer may immediately put its requested rate into effect after notifying the Union. If the Union and the Employer cannot agree, the Union may submit the issue to the grievance procedure, including arbitration for determination beginning at Step 2. Any rate agreed upon or as determined by the arbitrator shall be effective from the installation of such new classification**

## ARTICLE 18

### HOURS OF WORK AND OVERTIME

**Section 1.** Forklift drivers who the Employer assigns to work over eight (8) hours during any workday shall be paid a premium of fifty cents (50¢) for all hours they are assigned to work over eight (8) in any workday; but any such fifty-cent premium shall not be paid for hours over ten (10) in a workday. Employees who work over ten (10) hours in any work day shall be paid at the rate of one and one-half (1 ½) times their regular rate of pay or their average hourly piece rate earnings for all hours they work in excess of ten (10) in any one workday.

Employees shall be paid at the rate of 1 ½ times their regular rate of pay or 1 ½ their average hourly piece rate earnings for the first eight (8) hours worked on their seventh consecutive workday and, thereafter, two (2) times their regular rate of pay or their average hourly piece rate earnings for all hours worked in excess of eight (8) hours on their seventh consecutive workday.

**Section 2.** There shall be no pyramiding of overtime.

**Section 3.** If possible, work shall be arranged so that each employee will have Sunday off.

**Section 4. Each employee is authorized to take a meal break of thirty (30) minutes each workday. Employees shall not be compensated for their time during meal periods and such time will not be counted as hours worked.**

**Section 5. Employees shall receive the rate of pay for their job classification for all time worked, including time worked in a classification with a lesser rate of pay.**

**Section 6. When an employee performs work in a higher rated job, he shall be paid at the higher rate for all time worked on the higher rated job.**

**Section 7. When an employee is working as a trainee in a higher rated job, he shall be paid at his regular rate of pay during the training period, which shall not exceed twenty-eight (28) continuous calendar days. If such employee qualifies for the higher rated job and retains it after the twenty eight (28) day training period, he shall then be paid at the higher rate.**

**Section 8. Wage rates are set forth in Appendix A.**

## ARTICLE 19

### REPORTING AND STANDBY TIME

**Section 1.** An employee who is required to report to work and does report and is furnished no work shall be paid at least four (4) hours at his hourly rate of pay or his average hourly piece rate earnings based upon the preceding payroll week. This section shall not apply where work covered by this Agreement is delayed or cannot be carried out because of rain, frost, government condemnation of crop, excessive moisture, refusal of employees to work, threats to employees or property, when recommended by civil authorities, or other interruptions of work beyond the Employer's control.

**Section 2.** An employee who is required to remain at work but who is furnished no work shall be compensated for the time at his regular hourly rate or his average piece rate earnings based on the preceding payroll week. Such standby time will be considered hours worked and subject to all contributions and benefits provided for in this Agreement.

**Section 3.** The Employer shall designate a starting time no later than 11 a.m. Employees required to standby in the field after 11 a.m. shall be paid for the standby time as provided in Section 2.

## ARTICLE 20

### REST PERIODS

Employees shall have a ten (10) minute paid rest period for each four (4) hours of work, which insofar as practical shall be in the middle of each four (4) hour work period or fraction thereof.

## ARTICLE 21

### BEREAVEMENT PAY

To make funeral arrangements and to attend the funeral of a member of the immediate family (father, mother, child, brother, sister, husband, or wife, mother-in-law, or father-in-law), an employee who has worked for the Employer at least two (2) days, including days off on excused absences, during the two (2) weeks preceding the week of the funeral shall be paid what he would have earned had he been working for the Employer, not to exceed three (3) days. The Employer may require a death certificate or other evidence of death.

## ARTICLE 22

### VACATION BONUS

Section 1. The Employer shall grant vacations with pay to employees according to the following schedule, based on hours and gross earnings (as reflected on employees' W-2 forms) earned in the prior calendar year (January 1 through December 31):



- A. All employees who worked five hundred (500) hours or more in the prior calendar year and with one (1) year of service with the Employer, will qualify for an amount equal to two percent (2%) of their total gross earnings earned in the prior calendar year.
- B. All employees who worked five hundred (500) hours or more in the prior calendar year and with four (4) years of service with the Employer, will qualify for an amount equal to four percent (4%) of their total gross earnings earned in the prior calendar year. Commencing with the 1998 season, employees with ten or more years of seniority who work 500 or more hours during a season will qualify for an amount equal to six percent (6%) of their total gross earnings in the prior calendar year.
- C. Vacation checks for eligible employees shall be due and payable at the time of layoff, but in no event later than January 15 of a season.
- D. An employee's original date of hire with the Employer, provided there was no break in service thereafter, shall be his seniority date for purpose of determining his vacation pay earnings.
- E. Neither time off for paid vacation nor vacation bonus pay shall not be considered hours worked for any purpose.

## ARTICLE 23

### HOLIDAYS

Section 1. Thanksgiving, Christmas Day and Veteran's Day shall be paid holidays. New Year's Day shall be a paid holiday commencing with the 1996 season and continuing for the remainder of this agreement. Holiday pay shall be the daily average pay earned during the payroll week immediately preceding the holiday, unless the employee did not work during such week, in which event his holiday pay shall be the daily average pay earned during the second payroll week preceding the holiday.

Section 2. To be eligible for a paid holiday, an employee must be employed and work at least five (5) days during the two (2) payroll weeks immediately preceding the payroll week in which the holiday falls, and must work the scheduled workdays both immediately before and after the holiday.

If the next scheduled workday after the holiday is more than five (5) calendar days after the holiday, the requirement for work on the scheduled workday after the holiday shall not apply. Commencing with the 1996 season, employees with 10 or more years of seniority who work the last two scheduled weeks of a season will be considered to have worked "the two (2) payroll weeks immediately preceding the payroll week in which [a] holiday falls" for the purpose of determining holiday pay eligibility pursuant to the preceding paragraph.

**Section 3.** Any work performed on the above-listed holidays shall be paid for at the rate of one and one-half (1-1/2) times the regular rate of pay and shall be in addition to the employee's holiday pay.

**Section 4.** Eligible and qualifying employees shall be credited with eight (8) hours for each holiday not worked for purposes of vacation hours and for "hours offered" relating to any applicable minimum hourly guarantee provided in this Agreement, but for no other purpose.

**Section 5.** "Citizenship Participation Day" shall be designated as the second Sunday of October. All employees qualifying under Section 2 above shall receive holiday pay as provided herein.

Upon receipt of proper written authorization from the employee, the Employer shall deduct from such employee's wages the pay received for Citizenship Participation Day and shall remit such sum to the Union's Citizenship Participation Committee for allocation as designated by the employees.

**Section 6.** The Union shall indemnify and hold the Employer harmless from and against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the Employer for the purpose of compliance with Section 4 above.

## ARTICLE 24

### JURY DUTY AND WITNESS PAY

Employees who have worked at least five (5) days during the two weeks preceding the week in which the following events occur shall receive the benefit of this Article. An employee will be paid for jury duty or service as a witness in any legal proceeding not between the parties for any days of work missed due to the performance of such service up to but not to exceed two weeks. Jury duty and witness pay is defined as the difference between the fees received by such employee for performing such service and what he would have received if he had working for the Employer for each day of service. To receive pay under this Article an employee must provide the Employer with a copy of the notice summoning him to serve, and if so requested, documentary evidence of the amount of fees received for performing such service.

## ARTICLE 25

### RECORDS AND PAY PERIODS

Section 1. The Employer shall keep full and accurate records, including total hours worked, piece rate or incentive rate records, total wages and total deductions. Employees shall be furnished a copy of the itemized deductions, hourly rates, hours worked and total wages each pay day, which shall include the employees' piece rate production records. Employees shall be given a

record of their piece rate production. Upon request, the steward shall be given information as to the daily piece rate production of a crew.

**Section 2.** The Union shall have the right, upon reasonable notice given to the Employer, to examine time sheets, work production or other records that pertain to employees' compensation.

**Section 3.** The Employer shall attempt to deliver pay checks on Fridays.

**Section 4.** The Employer will provide accumulated hours for the purpose of determining vacation eligibility, when the Employer's computers have the ability to do so.

#### ARTICLE 26

#### INCOME TAX WITHHOLDING

The Employer shall deduct federal and state income tax in accordance with standard practices and applicable law.

#### ARTICLE 27

#### CREDIT UNION WITHHOLDING

Upon written authorization from an employee to the Employer, deductions as provided for in such authorization shall be made by the Employer for deposits to the credit of the

employee with 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 fund.

**ARTICLE 28**

**ROBERT F. KENNEDY FARM WORKERS MEDICAL PLAN**

1. Beginning with the first payroll period of September 1999, the Employer shall contribute to the Robert F. Kennedy Farm Workers Medical Plan ("Plan") One Dollar and twenty-four cents (\$1.24) per hour for each hour worked for all employees covered by this Agreement for the duration of this Agreement.
  
2. The Employer shall continue to contribute one dollar and twenty-four cents (\$1.24) per hour worked to the Plan for all employees covered by this Agreement for the duration of this Agreement unless the Plan Administrator provides written justification to the Employer on or before July 1, 2000 that an increase to the contribution rate is required beginning the first payroll period of September 2000 to maintain current benefits along with the current vision plan benefits, in which case the rate shall increase the amount recommended in the Plan Administrator's written justification on the first payroll period in September 2000, but such increase shall not exceed eleven per cent (11%).

3. The Employer shall continue to contribute to the Plan at the rate effective during the first payroll period of September 2000 each hour worked for all employees covered by this Agreement for the duration of this Agreement unless the Plan Administrator provides written justification to the Employer on or before July 1, 2001 that an increase to the contribution rate is required beginning the first payroll period of September 2001 to maintain current benefits along with the current dental plan benefits, in which case the rate shall increase the amount recommended in the Plan Administrator's written justification on the first payroll period in September 2001, but such increase shall not exceed eleven per cent (11 %).

4. All contributions due herein shall be completed weekly for every employee covered by this Agreement. In conjunction therewith, a monthly summary report will also be submitted covering the payroll periods for which contributions are made. The monthly summary report shall include the employee's name, Social Security, total hours worked by employees, total number of employees and amount of contributions.

5. Contributions due shall be deposited with such bank as designated by the Administrator of the Plan. Said deposits shall be made or mailed no later than the 10th day of the month following the ending date of the previous month's payroll period.

6. In the event that the Employer files in bankruptcy it will notify the Plan of such action and will list the Plan as a separate creditor qualified as a priority claim pursuant to the

Bankruptcy Act. Notification to Union or any of the other Plans or Funds shall not constitute compliance with this Article.

7. The place of performance for the Employer's obligations with respect to the Plan shall be the City and County of Los Angeles, California.

#### ARTICLE 29

#### JUAN DE LA CRUZ FARM WORKERS PENSION FUND

The Employer shall contribute twelve cents (\$.12) per hour worked by all employees covered by this Agreement for the duration of this Agreement

#### ARTICLE 30

#### REPORTING ON PAYROLL DEDUCTIONS AND FRINGE BENEFITS

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



## ARTICLE 31

### BULLETIN BOARD

The Employer shall provide a bulletin board placed at a central location or in an area mutually agreed upon for the use of the Union in posting notices.

## ARTICLE 32

### SUBCONTRACTING

Section 1. The Employer shall have the right to subcontract under the following conditions: (a) when its employees do not have the skills to perform the work to be subcontracted; or (b) when the operation to be subcontracted requires specialized machinery or equipment not owned by the Employer; or (c) when the subcontracted operation has been subcontracted in the past by the Employer. Prior to subcontracting under (a) and (b), the Employer shall notify the Union and, upon request, discuss the need for said subcontracting. Subcontracting shall not be done for the purpose of avoiding the provisions of this Agreement.

Section 2. If the Employer does subcontract pursuant to this Article, any employees of the subcontractor who actually operate or maintain equipment shall not be covered by the terms of this Agreement. However, any employee of the subcontractor, other than those who actually operate or maintain said equipment, who work on the subcontracted job shall be covered by the terms of this Agreement.

### ARTICLE 33

#### LOCATION OF EMPLOYER OPERATIONS

The Employer shall provide the Union, upon request, a map detailing the exact locations of its agricultural operations for use by Union representatives pursuant to Article 7 of this Agreement.

### ARTICLE 34

#### MODIFICATION

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

### ARTICLE 35

#### SAVINGS CLAUSE

In the event any portion of this Agreement shall become ineffective as the result of any applicable local, state or federal law, only that portion of this Agreement so affected shall be ineffective. The fact that a portion of this Agreement becomes inapplicable or illegal shall not render the remainder of this Agreement ineffective or work a termination

**ARTICLE 36**

**SUCCESSOR CLAUSE**

**This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns. Successors and assigns for the purpose of this Article applies to a sale or other transfer of the business and ownership of the Employer. A sale or assets, either in whole or in part, which does not involve continuation of the employees of the Employer to operate such sold or transferred business or assets shall not be subject to the provisions of this Article. This Article is not intended to waive any statutory rights possessed by the parties.**

ARTICLE 37

DURATION OF AGREEMENT

The term of this Agreement shall be from August \_\_, 1999 to July 1, 2002.

However, either party shall have the right to reopen negotiations, solely with respect to Appendix A Wages, Sections 6, 8, and 9, by providing notice of an intent to reopen to the other party on or before July 1 of a season. Article 6, No Strikes/No Lockouts shall apply at all times during the reopener negotiations.

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

This Agreement resolves any and all disputes and issues between the parties that may have arisen prior to the date of this Agreement.

UNITED FARM  
WORKERS OF AMERICA,  
AFL-CIO

DATE

BY

Arthur Rodriguez  
Jaime Cevallos

Miguel Ruiz

Ernesto Aguirre

Herberto Alvarez

Alberto E. Torres

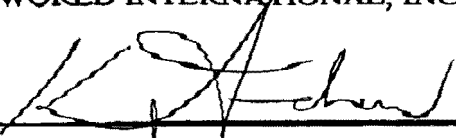
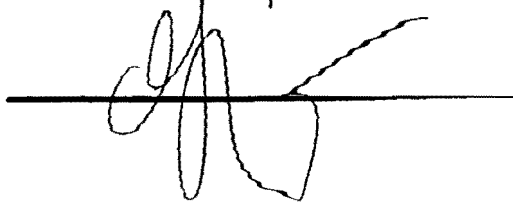
Manuel L. Solis  
Ernesto Aguirre

10-14-99

Sun World International, Inc. hereby adopts this Agreement and agrees to be bound by its terms.

SUN WORLD INTERNATIONAL, INC.

By

  
\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

## APPENDIX A

### WAGES

1. The parties agree that the lemon picking matrix chart attached hereto shall be the sole basis for determining lemon picking rates as provided herein. In addition, employees shall receive:

- A. Ring Pick Premium for 1st ring picking during a season: \$1.00 per bin; 2<sup>nd</sup> ring picking \$1.50 per bin; 3<sup>rd</sup> ring picking \$2.00 per bin.
- B. Heat Premium (up to and including October 1 of a season): \$4.00 per bin.
- C. Production Bonus (up to and including October 31 of a season): \$ 3.15 per bin

2. Before the picking begins, the Employer will determine the size of the fruit to be picked and will announce the maximum height at which fruit will be harvested. The height as announced by the foreman shall be measured vertically from the lowest ground level to the highest fruit to be picked. The height as announced will determine the class on the picking rate sheet that will be used in determining the picking rate for that particular orchard or that block on that day.

3. After the day's picking is completed, the Employer, using the attached Rate Computation Sheet, will determine the picking rate as follows:

- (a) It will record the number of trees picked that day.
- (b) It will record the number of bins and partial bins picked that day. A wooden stick or rod divided into tenths of a bins shall be used for the purpose of measuring

unfilled bins. Employees shall be credited with the next highest calibration, e.g., if the fruit is between .3 and .4 of a level full bin, the employee will be credited with .4 of a level full bin.

(c) It will divide the number of trees picked by the number of bins and determine the average yield of trees per bin. The average yield figure will be rounded to the nearest whole number of trees (i.e., 4.49 trees per bin will be considered 4 trees per bin and 4.50 trees per bin will be considered 5 trees per bin.)

(d) On the basis of the applicable class of trees and the average yield of trees per bin, the Employer shall determine the picking rate for that day's picking.

(e) A full bin shall be defined as level full.

4. Upon request, a copy of the Picking Sheet or the Rate Computation Sheet showing the above-described records for the day will be given to the crew steward on the following workday.

5. If any of the following specific conditions prevail on a particular day and to the extent that such conditions impede the work of the pickers, the Employer will make adjustments to the daily picking rate as it applies to the set specifically affected:

Poorly or unpruned trees	\$1.00 per bin
Borders	\$1.00 per bin
Weeds/sandburs/branches	\$0.75 per bin

A poorly or unpruned tree is a tree which an employee with reasonable effort cannot enter in order to pick fruit in the center of the tree. A mere variance in the effort required by an employee to pick the fruit in the center of a tree shall not be determinative of the existence of this condition. Tangled trees, which are a variant of poorly or unpruned trees, are trees between which an employee with reasonable effort cannot pass.

Borders are continuous mounds of dirt which must be repeatedly crossed by an employee or that significantly impede a picker's ability to use a ladder while picking in a particular line of trees.

The weeds/sandburs/branches premium shall be paid when (a) branches in excess of two feet in length cover more than 25% of the ground in a particular line of trees; (b) sandburs in excess of six inches in height cover more than 10% of the ground in a particular line of trees; or (c) weeds in excess of 12 inches in height cover more than 25% of the ground in a particular line of trees.

Bin(s) shall be positioned as near the center of the trees to be picked as possible.

6. The Employer shall have the right to employ as many crews as it deems necessary at the start of each season until either (a) it has completed a single picking pass of all blocks at Sun Desert Ranch or (b) October 20, whichever is later. After the later of October 20, or the completion of the single picking pass in any season, the Employer agrees to refrain from



employing more than five (5) crews, provided all the employees in the five crews work all days and hours offered by the Employer up to six (6) days each week and ten (10) hours each day. If all the employees in the five crews fail to work all days and hours offered by the Employer, the Employer shall have the right to employ a sixth and seventh crew. The Employer, based on its current assessment of the 1998 crop, weather and market conditions, expresses its intention to employ no more than three (3) crews during the 1999 season.

7. At any time during the term of this Agreement, if the earnings of employees within the three (3) seniority crews is affected significantly because of further loss of trees due to the trees drying up or being pulled, the parties agree to meet and negotiate reducing the number of crews. During such negotiations, the provisions of Article 6, No Strikes-No Lockouts, shall apply.

8. For the 1999 Season, the Employer will offer crews 1 and 2 the opportunity to work five hundred and twenty-five (525) hours not including holidays. The Employer will offer crews 1 through 3 the opportunity to work five hundred twenty-five (525) hours for the 2000 and 2001, not including holidays. In the event either party wants to renegotiate work opportunities, it shall notify the other party by July 15 and the parties shall meet and renegotiate the work opportunities for that season. During such negotiations, the provisions of Article 6 No Strikes – No Lockouts, shall apply. In the event the parties are unable to reach agreement on the work opportunities for the crews in a particular season, the dispute shall be

submitted to arbitration. The Arbitrator shall base his decision as to the opportunities for the season based on the work opportunities provided for the 1998 and 1999 seasons.

9. The Employer agrees to commence discussions on or before January 1, 1997, with representatives from the Union relating to its initiating a program of pruning trees at Sun Desert Ranch. Any pruning work done will be performed by employees of Sun Desert, Inc. (but employees of Coachella Growers will be provided the first opportunity for such pruning work). If additional employees are needed, the Employer will follow the hiring procedure outlined in Article 3 of the Sun Desert, Inc. Agreement.

**HARVEST RATES – 1999**

**MATRIX CHART**

<b>LEMON PICKING RATES IN DOLLARS PER 49,603 CUBIC INCH BIN</b>	<b>CLASS 1 NO LADDERS</b>	<b>CLASS 2 FRUIT UNDER 10 FT.</b>	<b>CLASS 3 FRUIT 10 FT. AND OVER</b>
<b>AVERAGE NUMBER OF TREES PER BIN</b>			
<b>16 OR MORE</b>	<b>28.77</b>	<b>29.50</b>	<b>30.19</b>
<b>14-15</b>	<b>28.66</b>	<b>29.36</b>	<b>30.07</b>
<b>11-13</b>	<b>27.93</b>	<b>28.65</b>	<b>29.36</b>
<b>9-10</b>	<b>27.51</b>	<b>28.29</b>	<b>29.01</b>
<b>7-8</b>	<b>27.20</b>	<b>27.93</b>	<b>28.65</b>
<b>5-6</b>	<b>25.77</b>	<b>26.48</b>	<b>27.20</b>
<b>4 OR LESS</b>	<b>25.41</b>	<b>26.15</b>	<b>26.85</b>

**FORKLIFT OPERATOR RATE:** \$11.13 per hour for the 1999 season.

Juice picking rates shall be negotiated prior to picking lemons for juice purposes. The Employer in its sole discretion shall determine whether there will be any picking for juice purposes.

**HARVEST RATES – 2000 SEASON**

**MATRIX CHART**

<b>LEMON PICKING RATES IN DOLLARS PER 49,603 CUBIC INCH BIN</b>	<b>CLASS 1 NO LADDERS</b>	<b>CLASS 2 FRUIT UNDER 10 FT.</b>	<b>CLASS 3 FRUIT 10 FT. AND OVER</b>
<b>AVERAGE NUMBER OF TREES PER BIN</b>			
<b>16 OR MORE</b>	29.35	30.09	30.80
<b>14-15</b>	29.24	29.95	30.68
<b>11-13</b>	28.49	29.23	29.95
<b>9-10</b>	28.13	28.86	29.60
<b>7-8</b>	27.75	28.49	29.23
<b>5-6</b>	26.29	27.01	27.75
<b>4 OR LESS</b>	25.92	26.68	27.39

**FORKLIFT OPERATOR RATE: \$11.36per hour for the 2000 season.**

**Juice picking rates shall be negotiated prior to picking lemons for juice purposes.**

**The Employer in its sole discretion shall determine whether there will be any picking for juice purposes.**

HARVEST RATES – 2001 SEASON

MATRIX CHART

LEMON PICKING RATES IN DOLLARS PER 49,603 CUBIC INCH BIN	<u>CLASS 1</u> NO LADDERS	<u>CLASS 2</u> FRUIT UNDER 10 FT.	<u>CLASS 3</u> FRUIT 10 FT. AND OVER
AVERAGE NUMBER OF TREES PER BIN			
16 OR MORE	29.94	30.70	31.42
14-15	29.83	30.55	31.30
11-13	29.06	29.82	30.55
9-10	28.78	29.44	30.20
7-8	28.31	29.06	29.82
5-6	26.82	27.56	28.31
4 OR LESS	26.44	27.22	27.94

FORKLIFT OPERATOR RATE: \$11.59 per hour for the 2001 season.

Juice picking rates shall be negotiated prior to picking lemons for juice purposes.

The Employer in its sole discretion shall determine whether there will be any picking for juice purposes.

RATE COMPUTATION SHEET

DATE \_\_\_\_\_

CREW \_\_\_\_\_ LOCATION \_\_\_\_\_ BLOCK # \_\_\_\_\_

HEIGHT OF FRUIT PICKED \_\_\_\_\_

TREES PICKED \_\_\_\_\_

BINS PICKED \_\_\_\_\_

TREES PER BIN \_\_\_\_\_

BIN RATE \_\_\_\_\_

APPLICABLE PREMIUMS: (List)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COMBINED RATE \$ \_\_\_\_\_  
(Bin rate & premiums)

\_\_\_\_\_  
EMPLOYER REPRESENTATIVE

APPENDIX B

COACHELLA GROWERS

AND

UNITED FARM WORKERS OF AMERICA, AFL-CIO

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

DATE: \_\_\_\_\_

\_\_\_\_\_

WORKERS' SOC. SEC. NO. \_\_\_\_\_

SENIORITY DATE \_\_\_\_\_

NOTICE OF RECALL FOR BLYTHE AREA

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

Work is anticipated to begin on or about \_\_\_\_\_ at the Sun Desert Ranch, Blythe, California. The estimated work duration is approximately \_\_\_ working days. Please report to the Employer to sign in for work.

For more information you should call either:

Company phone number \_\_\_\_\_

\_\_\_\_\_ T \_\_\_\_\_

Union phone number (619) 398-2649

Please bring your Identification and Social Security card. Failure to report to work may result in loss of your Company seniority under Article 4, Section 2E.



APPENDIX C

EMPLOYEE LEAVE OF ABSENCE

DATE \_\_\_\_\_

\_\_\_\_\_  
NAME SOCIAL SECURITY NO. DEPARTMENT/OPERATION

REASON FOR REQUESTING LEAVE OF ABSENCE

1. UNION BUSINESS \_\_\_\_\_ 2. PERSONAL ILLNESS \_\_\_\_\_  
3. PREGNANCY/MATERNITY \_\_\_\_\_  
4. FAMILY LEAVE \_\_\_\_\_ 5. OTHER \_\_\_\_\_

\*\*\*\*\*

LEAVE OF ABSENCE HAS BEEN GRANTED TO THE UNDERSIGNED EMPLOYEE FOR REASON CHECKED ABOVE AND MAY BE ABSENT FROM WORK FOR PERIOD INDICATED

FROM \_\_\_\_\_ UNTIL \_\_\_\_\_ EMPLOYEE MUST CALL PERSONNEL  
Beginning Date Expiration Date BEFORE 2 P.M. ON \_\_\_\_\_

SIGNATURE \_\_\_\_\_ SIGNATURE \_\_\_\_\_  
Employee Supervisor

SIGNATURE \_\_\_\_\_  
Union Representative

PLEASE NOTE: This leave of absence is void on expiration date. If you need an extension of this leave for any reason, please arrange for one on or before expiration date. Also, if you should be available for work before expiration date you may notify Personnel Office so you can be placed on the availability list.