



**AgEcon** SEARCH  
RESEARCH IN AGRICULTURAL & APPLIED ECONOMICS

*The World's Largest Open Access Agricultural & Applied Economics Digital Library*

**This document is discoverable and free to researchers across the globe due to the work of AgEcon Search.**

**Help ensure our sustainability.**

Give to AgEcon Search

AgEcon Search

<http://ageconsearch.umn.edu>

[aesearch@umn.edu](mailto:aesearch@umn.edu)

*Papers downloaded from **AgEcon Search** may be used for non-commercial purposes and personal study only. No other use, including posting to another Internet site, is permitted without permission from the copyright owner (not AgEcon Search), or as allowed under the provisions of Fair Use, U.S. Copyright Act, Title 17 U.S.C.*

D'ARRIGO BROTHERS COMPANY OF CALIFORNIA

and

FRESH FRUIT AND VEGETABLE WORKERS LOCALS P-78-A & B  
affiliated with  
UNITED FOOD & COMMERCIAL WORKERS INTERNATIONAL UNION  
A.F.L.-C.I.O. and C.L.C.

March 16, 1983 - March 15, 1986

P A C K I N G   S H E D   A G R E E M E N T

- Safety is Everybody's Business -

TABLE OF CONTENTS

Section		Page
I	Union Security. . . . .	2
II	Hours. . . . .	2
	(i) Jury Duty. . . . .	4
	(j) Funeral Leave. . . . .	5
III	Holidays. . . . .	5
IV	Seniority. . . . .	6
V	Life & Health & Welfare Insurance. . . . .	7
VI	Leaves of Absence. . . . .	9
VII	No Strike - No Lockout. . . . .	9
VIII	Shop Steward. . . . .	10
IX	Admission of Union Representatives to Sheds. . . . .	10
X	Grievance Procedure. . . . .	11
XI	Working Conditions. . . . .	11
XII	Rights of Company and Employee. . . . .	12
XIII	Effective and Termination Date. . . . .	12
XIV	Vacations. . . . .	13
XV	Pension. . . . .	14
XVI	Check Off of Union Dues. . . . .	16
	Signature Page. . . . .	17

Safety is no Mystery, just Common Sense

AGREEMENT

THIS AGREEMENT is made and entered into by and between the D'ARRIGO BROTHERS COMPANY OF CALIFORNIA, hereinafter referred to as the "Company" and the FRESH FRUIT AND VEGETABLE WORKERS LOCAL P-78-A & B, affiliated with United Food & Commercial Workers International Union, AFL-CIO & CLC, its successors and assigns, hereinafter referred to as the "Union".

W I T N E S S E T H :

The Company agrees to recognize the Union as the sole and exclusive bargaining agent for all of its packing shed employees engaged in packing and handling produce at the Company's shed locations at Castroville and Brawley, California.

The employees covered by this agreement are set forth in the job classification shown in the wage scales hereto attached or as may later be appended by agreement of the parties.

In the event any new or experimental operation, container, or classification shall be installed by the Company in any of said packinghouses, the Company shall have the right to temporarily set the wage scale and working conditions, providing the scale be comparable to a similar classification as to rate, if feasible, but shall notify the Union by certified mail within 48 hours after the operation, container or classification is installed. Within twenty days thereafter, or such extra time as is agreed upon between the Company and the Union, the Company and the Union shall agree upon the wage scale and working conditions. If no agreement is reached within the time limitation set forth, the parties agree to go to arbitration within ten days after written request by one party to the other and the arbitrator shall make his determination within thirty days after the submission of the matter to him in writing or such additional time as may be agreed upon by the Company and the Union.

## POLICY

The Company and the Union agree that they will not discriminate against any employee or applicant because of race, sex, color, creed, age, nationality or membership in the Union.

### SECTION I - UNION SECURITY

All work performed under this agreement shall be performed by members in good standing of the Union. The Company agrees to give preference of employment to unemployed members of the Union, and in the event the Union is unable to furnish help upon the request of the Company, it (the Company) may employ a non-Union member, provided such person makes application for membership in the Union within seven (7) days and completes same on the thirtieth (30th) day after taking employment. The Union shall be the sole judge of good standing as it pertains to members working under its jurisdiction.

### SECTION II - HOURS

(1) A day crew which commences work between 7:00 A.M. and 9:00 A.M. and works continuously except for meal period of one (1) hour shall be paid straight time for the first eight (8) hours worked and shall be paid time and one-half for all hours worked in excess of eight (8) hours in one (1) day: provided, however, that all work performed after 6:00 P.M. shall be overtime. The Company at the start of the season will post a notice setting forth the hour for the regular meal period and overtime shall be paid in accordance with the foregoing sentence only if the meal period is taken during the hour so posted; if the meal period is taken at any other hour than as posted, then overtime is payable in accordance with the following sentence: "A day crew which commences work after 9:00 A.M. or commences work between 7:00 A.M. and 9:00 A.M. but does not work continuously thereafter except for one (1) hour meal periods, shall be paid straight time until 5:00 P.M. and overtime for all work performed after 5:00 P.M. in such day. A day crew which commences work between

6:00 A.M. and 7:00 A.M. shall receive overtime for all work performed before 7:00 A.M."

(2) A day crew is one which commences work between 6:00 A.M. and 5:00 P.M. A night crew is one which commences work between 6:00 P.M. and 5:00 A.M. A night crew which commences work between 6:00 P.M. and 8:00 P.M. and works continuously except for meal period of one (1) hour shall be paid straight time for the first eight (8) hours worked and shall be paid time and one-half for all hours worked in excess of eight (8) hours in any one (1) night. A night crew which commences work after 8:00 P.M. or commences work between 6:00 P.M. and 8:00 P.M. but does not work continuously thereafter except for one (1) hour meal periods, shall be paid straight time until 4:00 A.M. and shall be paid overtime for all work performed after 4:00 A.M. in such night. A night shift differential of ten cents (10¢) per hour on hourly rates or an equivalent in piece rates shall be paid. If only a night crew is used, the day crew shall be given the first right to work at night. When both day crews and night crews are used, the day crew shall be given eight (8) hours work and the night crew shall be given at least five (5) hours work in any twenty-four (24) hour period in which a day and night crew are both used.

(3) Where the employees are required to work after 6:00 P.M., they shall be released not later than 5:00 P.M. for the evening meal period. Where the employees work later than 5:00 P.M., they shall not be required to work after 6:00 P.M.

(4) Crew members whose special duties require their reporting to the packing-house prior to 7:00 A.M. shall receive straight time until they have worked eight (8) hours. Any time in excess of eight (8) hours shall be at time and one-half.

(5) (a) Employees who are called to work and commence work shall be paid a minimum of four (4) hours at the employee's straight time rate of pay where less than four (4) hours of work is provided in any day. Employees may be released and recalled in the same work day. There shall not be more than one (1) call per

day after commencement of work. When the crew is released for the remainder of the day and no definite call time is fixed by the Company, but the crew is required to call in to ascertain a starting time or when the Company will be calling to give a starting time for the next work day, such telephone calls shall not be made later than 11:00 A.M., starting time to be not less than one and one-half (1½) hours after the final time designated to call in. Any call may be rescinded by the Company by notification to the employee at least one (1) hour prior to the time for reporting for work.

(b) Where a crew is on piece rate and less than the required call time is furnished, the employees shall be paid their piece rate for the period worked, and the remainder of the required call time shall be at the hourly rate.

(c) Return to work after a meal period shall not constitute a call unless the meal period exceeds one (1) hour.

(d) Any time a crew is released, it must be released for a minimum of one (1) hour.

(6) In case of standby time, when employees are on piece work, the hourly rate shall be paid .

When an employee is first notified of a call for jury duty, he or she shall immediately inform the Company of such notification. If an employee reports or serves on a jury, he or she shall be paid the difference, if any, served as juror, up to a maximum of eight (8) hours straight time rate of pay, and the payment made to such employee as a juror for those days on which the employee would have worked. Compensation for jury duty shall be limited to a maximum forty (40) hours pay for each trial. To be eligible for jury duty pay, the employee must call the Company within thirty (30) minutes of being released from jury duty on each day served in order to ascertain if there are at least two (2) hours of work remaining in such employees job classification in that day's shift. In the event there are at least two (2) hours of work for the employee, the employee must return to work or forfeit any pay under this section. Failure to call the Company as provided in this section shall also cause a forfeiture of pay under this section.

(j) A seniority employee shall be granted, upon request, a funeral leave for a period up to three days to arrange for or attend the funeral of such employee's spouse, children, mother, father, brother, sister, mother-in-law, father-in-law, grandchildren or grandparents. The Company agrees to pay the employee's straight time hourly rate for any actual time lost during any of the three days up to a maximum of eight hours for each such day. Any hours paid under this provision shall not be considered as hours worked for any other provision of this Agreement. Evidence of the need for funeral leave and/or relationship may be required by the Company.

(k) Employees shall be paid at the rate of time and one-half their regular straight time rate of pay for all hours worked in excess of forty (40) straight time hours within a payroll period. In the event a holiday falls within the work-week, and the Company does not work on the holiday, then not more than thirty-two (32) hours shall be worked at straight time within a payroll period. In the event a paid holiday falls within the work-week, and the Company works on the paid holiday, then the hours worked at straight time within a payroll period shall be increased from thirty-two (32) straight time hours by the number of hours worked on such paid holiday to a maximum of eight (8) hours worked.

(l) There will be a general wage increase of \$.30 the first year, \$.25 the second year and \$.25 the third year. Cactus pears: \$.27 - \$.28 - \$.285

### SECTION III - HOLIDAYS

All work performed on Sundays; January 1; Washington's Birthday (3rd Monday in February); Memorial Day (last Monday in May); July 4; Labor Day; November 11 (Veteran's Day); or such other day as may be proclaimed a holiday in its stead (or if any such day shall fall on Sunday, the following Monday) shall be paid at time and one-half. No work shall be performed on Labor Day except by mutual consent. No work shall be performed on Thanksgiving Day or Christmas Day.



Eligible employees for the Company shall be allowed eight (8) hours straight time base hourly rate of pay for Memorial Day, Labor Day, July 4th, Veteran's Day and Thanksgiving Day when no work is performed. To qualify for such paid holiday, an employee must have been continuously employed for a period of thirty (30) days prior to the holiday and still in the employ of the Company on the holiday. The employee also must work on his or her last regularly scheduled work day before the holiday and his or her next regularly scheduled work day after the holiday, and this must be within five days before the holiday and after the holiday. In the event that work is performed on Labor Day or Veteran's Day the employee shall receive in addition to the holiday pay the rates set forth in Section III of this Agreement.

#### SECTION IV - SENIORITY

(a) Any employee may achieve seniority after working 90 days within a one year period from his/her date of hire. At the conclusion of that 90 day period they shall acquire seniority retroactive to date of hire.

(b) Plant seniority is described as the status an employee attains by the length of continuous service with the Company from the employee's date of hire.

(c) There shall be a separate seniority list of the day crew and the night crew. Day crew employees shall have, in accordance with the plant seniority, ability to bid and/or fill posted job openings on the day shift. Night crew employees shall have, in accordance with plant seniority, ability to bid and/or fill posted job openings on the night shift. If such openings are not filled by their respective shift crews, then such openings shall be offered to the other crew's seniority established employees in the same manner. After 30 consecutive working days as a successful bidder on the posted job, such employee shall be entitled to work as per his or her plant seniority date. Those employees, with seniority status, must demonstrate in a manner satisfactory to the Company they are capable of performing

such job; provided however, that the right of appeal shall exist as provided in the grievance procedure. The Company shall post job openings for 5 days (excluding Saturday and Sunday). In order for employees to be considered under this Section they must sign the posting within that 5 day posting period. Posted jobs are defined as those jobs intended to be permanent; vacations, leaves or absences are not to be considered permanent openings for bid purposes.

(d) As to employees having seniority as heretofore provided, recalls and layoffs of such employees shall be on the basis of length of seniority.

(e) The Company shall within 30 days following the close of the season, post a seniority list on the bulletin board and mail a copy to the Union.

(f) Every person on the seniority list when laid off for lack of work shall be notified at the last address known by the Company when to report back to work. Any employee who fails to report within 5 days (excluding Saturday and Sunday) of such notice shall lose all seniority rights. Continuity of seniority shall not be broken by reason of accident, illness, or other good and sufficient reason. Employees are responsible to keep the Company informed of current addresses and telephone numbers.

(g) Seniority shall be broken for the following reasons: If the employee quits; if the employee is discharged for cause and if the employee is absent for 2 working days without properly notifying the Company unless a satisfactory reason is given. Sickness or accident or some other cause beyond the control of the employee shall be considered as a satisfactory reason for absence.

#### SECTION V - LIFE AND HEALTH AND WELFARE INSURANCE

1. (a) The Company will provide a life, health and welfare insurance policy to each eligible employee covered by this Agreement providing benefits, terms and conditions not less than those presently provided in the plan set forth in Paragraph (b) herein. The employer will pay the insurance premium for each

month in which the employee qualifies.

(b) The Company shall provide eligible employees with benefits as per Plan XXXIII of the Western Growers Assurance Trust Fund. Such benefits shall include a 100% no deductible unlimited prescription drug benefit.

(c) Qualifications: An employee shall have completed all qualifications for insurance coverage when he/she has worked fifty (50) hours in the prior month for the employer paying the premium and is not disabled on the commencement of the first day of the first month in which he/she is to be insured. (When an employee has completed fifty (50) hours in any one month the employer will provide coverage for the following month regardless of the length of employment or dates of employment or whether he/she is actually employed in the month insured).

(d) Right of employee to pay premium when not employed by employer under this Contract: After termination of employment for the season, the employee may pay his/her own insurance premiums at the group rate, for a period not to exceed eleven (11) consecutive months. The first payment of premium by the employee must be paid by the tenth day of the first month following termination of employment for the season, unless the premium for that month is paid by the employer in which case the first payment of premium by the employee must be made by the tenth of the next consecutive month. Thereafter each payment must be made consecutively by the tenth of the month, provided the employer is not obligated to pay insurance for that month. The employee has the option to pay the premium for either life insurance only or the complete coverage including life, this option to be made by the employee at the start of the period of self-payment of premium and is binding for that period.

(e) Any employee who retires from the vegetable industry and was covered under the terms and conditions of this Agreement, who is not self-employed

or employed by any other person, firm, corporation or company and who is receiving retirement benefits from the Western Growers Pension Plan shall be entitled during the life of this Agreement to pay his or her own insurance premiums at the then current group rate. The Company shall have no responsibility for the payment of any such premiums.

2. Employer will make available when prepared to eligible employees, certificates of insurance and explanation of the health and welfare plan.

#### SECTION VI - LEAVES OF ABSENCE

(a) Leaves of absence may be granted when an employee requests a leave in writing and in the Company's judgment such leave is consistent with operating requirements. In all cases where an employee has properly requested a leave in writing and it is denied by the Company, the Local Union shall be notified by the Company of such denial.

(b) A leave of absence shall not be valid unless granted by the Company in writing and approved by the Union. The Company will not arbitrarily withhold the leave and the Union will not arbitrarily withhold approval.

(c) The Company shall designate and send to the Union a list of persons authorized to grant leaves of absence for sickness or other emergencies for not more than ten (10) days. Such leaves need not be in writing, but a record shall be made of the permission granted. Such leaves will not be official unless granted by the authorized person or persons.

#### SECTION VII - NO STRIKE - NO LOCKOUT PROVISION

The Union agrees not to engage in any strikes or stoppages of work. The Company agrees not to engage in any lockouts. Any action of the employees leaving jobs for their own protection in cases of a legally declared strike by some union directly working on the job, if said strike is sanctioned and approved by the Salinas Labor Council and or the International Union, United Food and

Commercial Workers International Union, AFL-CIO & CLC, shall not constitute a violation of this clause of this Agreement. Likewise if the Company shuts down its operation at this shed for its own protection and welfare or for the protection and welfare of its clerical and supervisory employees, this likewise shall not constitute a violation of this clause of this Agreement.

SECTION VIII - SHOP STEWARD

The Union shall select from the employees of the Company, and shall at all times maintain, one (1) shop steward on the packing shed or sheds covered by this Agreement, whose identity shall immediately be made known to the Company in writing. At the start of each season, the Unions shall be given not in excess of ten minutes in which to select the shop stewards at each packinghouse. The time therefore shall be mutually agreed between the Company and the Union, it being understood, however, that it will be the ten minutes immediately after the starting of work or the termination of a rest period, or the ten minutes immediately before the termination of work, or before a rest period. The duties of the shop steward shall be to handle grievances and the rights and obligations of the employees, as set forth in the Agreement.

SECTION IX - ADMISSION OF UNION REPRESENTATIVES TO PACKING SHEDS

The Company agrees to admit to its packing shed or sheds covered by this Agreement, at any time during operating hours, any authorized representative of the Union, for the purpose of conducting Union business; provided, however, that there shall be no interference with or interruption of working operations. It is agreed that the Company shall not be responsible and liable for any injury sustained by such representative while on the premises of the Company. Such Union representative shall notify the representative of the Company in charge prior to talking to any employee.

-----

SECTION X - GRIEVANCE PROCEDURE

It is the desire of both parties to this Agreement that disputes of grievances arising hereunder shall be settled amicably. In the event of any dispute between the Company and the Union as to the meaning or interpretation of any provisions of the Agreement or in the event of any alleged grievance arising thereunder, the parties hereto shall exercise every amicable means to settle or adjust such disputes or grievances but in the event of the failure to accomplish the settlement or adjustment thereof, such disputes or grievances shall be referred to an arbitrator.

The Union and the Company shall request a list of five (5) arbitrators from the Federal Mediation and Conciliation Service, and the parties shall select therefrom one (1) arbitrator by alternately deleting names from the list until a last name remains, the parties drawing lots to determine who shall be entitled to the first deletion.

The decision of the arbitrator shall be final and binding upon the parties hereto provided that the arbitrator shall not have the authority to change, alter, or modify any of the terms or provisions of the Agreement.

Expense of arbitration shall be borne equally by the parties.

The Agreement shall provide that any grievance relating to discharge or to seniority shall be presented in writing within seven (7) working days after the discharge or the denial of seniority status of such grievance shall be deemed to be waived.

SECTION XI - WORKING CONDITIONS

When the crew is on piece or hourly rates, the employees shall be entitled to a ten (10) minute rest period for every two consecutive hours of work, unless the crew is stopping work at the end of such two (2) hour period, the exact time of taking such rest period to be determined by the Company. The above rest periods shall not apply to receivers, floor help, ice man, and ice blower, provided, however, they shall not be called upon to perform work outside of their regular duties during a rest period.

No employee shall be required to work in excess of five (5) hours consecutively without a meal period of one straight hour. When five (5) hours of consecutive work is scheduled or planned such crew shall receive a fifteen (15) minutes rest period.

Employees whose work is such that it requires the use of special equipment shall be furnished with such, free of charge, and it shall be returned to the Company at the termination of employment in good condition, reasonable wear and tear excepted.

No employee shall be required to work where hazardous or unsafe conditions prevail. The Company shall furnish facilities in keeping with recognized standards of health and sanitation as required by State or Local law.

The Union shall hold its members to satisfactory work to the limit of reasonable possibility.

Employees whose duties require their presence on the job before or after regular crew hours shall adjust their meal periods by mutual consent of the employee and the Company.

#### SECTION XII - RIGHTS OF COMPANY AND EMPLOYEE

There shall be no discrimination against any employee for Union activity or membership.

The Company shall have the right to discharge any employee for insubordination, drunkenness, incompetence, or failure to perform work as required or observe safety rules and regulations and the Company's house rules, which shall be conspicuously posted. In the event any employee feels he/she has been discriminated against or unjustly discharged, he/she shall have a right to review the case under the Grievance Procedure as set forth herein. In the event the Grievance Board finds the discharge to have been unjustifiable, said Board may order reinstatement of such employee with payment for lost time.

#### SECTION XIII - EFFECTIVE AND TERMINATION DATE

This Agreement shall become effective the 16th day of March, 1983 and shall continue in effect until the 15th day of March, 1986, and shall continue in force thereafter from year to year unless either party shall have given written notice.

on or before the 15th day of January immediately preceding the termination date, to the other of its desire that the same be modified or amended.

SECTION XIV - VACATIONS

(a) When an employee is employed by the Company and has maintained his or her seniority during the contract year (March 16 to March 15) he or she shall be entitled to vacation pay based on the number of hours worked during said contract year as follows:

Effective March 16, 1980

750 to 899 hours of work - 3 days pay

900 to 1199 hours of work - 4 days pay

1200 hours of work or over - 5 days pay

Commencing March 16, 1980 when an employee has qualified for a vacation in each of two previous consecutive calendar years, the employee upon qualifying in the third consecutive calendar year shall receive double the amount of vacation provided in this paragraph.

(b) An employee entitled to a vacation shall be paid for each day of vacation at eight (8) times his or her straight time hourly rate of pay.

(c) No employee who has been or shall be discharged or who has or shall have voluntarily terminated his or her employment with the Company shall be entitled to a vacation hereunder.

(d) Vacation pay shall be paid at the close of the production period or the calendar year in which the employee becomes entitled thereto, whichever is sooner.

2. Any employee who works all available and scheduled hours the Company operates in any calendar year and such hours do not equal 750 hours of work in that calendar year, then such year shall be counted as a "consecutive year" for purposes of computing the vacation benefit described in Section 1 above. In the



event any employee did not work all available and scheduled hours due to funeral leave or jury duty service or workmen's compensation, such hours shall count as hours worked under this section on the days the Company operated.

3. Employees may request time to take vacations during the operating season. The Company agrees to use its best efforts to comply with any such requests. In no event shall five (5) employees of the work force or ten percent (10%) of any classification be on vacation at the same time. In the event of a conflict in vacation time during the request period, seniority of the employees requesting the vacation time shall prevail. All requests for vacation time shall be received by the Company at least thirty (30) days prior to the vacation time.

4. Vacation pay will be paid by separate check.

#### SECTION XV - PENSION

1. The employer shall maintain in effect during the term of this Agreement the Western Growers Pension Plan or a comparable plan with benefits of \$18.00 per month for each year of credited service.

The actuary will determine the required payments per hour per eligible employee necessary to fund the pension plan with these benefits.

Pension Plan contributions by the Company are to be made on all hours worked for the Company by each eligible employee up to a maximum of one hundred and seventy three (173) hours in any one (1) month.

2. An employee may retire with benefits based on credited service if he/she has ten (10) or more years of service and becomes totally disabled from any type of gainful employment. The Workmen's Compensation set off in the current plan shall be continued.

3. No employee shall suffer a break in service because the Company fails to pay the required contribution on behalf of an eligible employee. However, if no contributions are made, no benefits will accrue.

4. Any individual Company signatory to this Agreement which willfully fails to make the required pension contribution on behalf of any of its eligible employees will pay in addition to such payment all costs of collection incurred by the employee and/or Union.

5. Company shall post on the bulletin board and mail to the Union each month a record showing the number of hours credited to each employee during the previous month.

6. Commencing March 15, 1974, the Pension Plan shall be amended to provide the following benefits:

(a) Provide for full vesting of accrued benefit to the employee after ten (10) years of credited service.

(b) Provide that a participant covered under the Pension Plan may elect early retirement at any time after the participant's 55th birthday, provided such participant has ten (10) years or more of unbroken service, as defined in the Plan, with at least 3,000 hours of future service credited.

(c) Provide that there shall be no break in service due to disability.

Effective March 16, 1980 the Agreement shall be modified to read:

7. A death benefit prior to eligibility for early retirement payable to a spouse with a value equal to the greater of one-half of the actuarial value of the accrued pension of 30% of accumulated contributions; provided that if there is no surviving spouse, minor children, if any, shall be entitled to death benefit with a value equal to 30% of accumulated contributions.

The actuary will determine the required payment per hour per eligible employee necessary to fund the pension plan with benefits as notified above. Pension Plan contributions by the Company are to be made on all hours worked for the Company by each eligible employee up to a maximum of one hundred and seventy three (173) hours in any one month.

SECTION XVI - CHECK-OFF OF UNION DUES

1. The Company agrees to deduct from the wages of each employee who has signed the proper authorization card, Union dues and initiation fees. It will be the complete and sole responsibility of the Union Business Agents to secure the signed authorization cards from the employees and deliver such cards to the Company. These authorization cards are for one year or the length of the Contract whichever is sooner.

2. Payroll deductions shall be made from the next paycheck following submission of the signed cards by the Business Agent and for the first pay period in each month thereafter. If an employee is discharged or quits prior to the regular pay day, dues are to be made when that employee receives the final check.

3. The employer will make out a check covering the total amount of dues and initiation fees deducted, together with a list of employees from whom the dues and initiation fees were deducted, and the amount deducted from each employee. The check and list are to be mailed to the United Food & Commercial Workers Internation Union, AFL-CIO & CLC, at the last address given to the Company by the Union.

4. The Union will be responsible for all refunds to an employee. Under no circumstances should the employer return any money deducted under a signed authorization to an employee. No employer should make any deductions of any kind without the signed authorization.

This Agreement has been consumated by the parties hereto, through the process of collective bargaining in good faith.

- - - - -  
- - - - -  
- - - - -  
- - - - -

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands  
and seals this 22nd day of September, 1983.

FOR THE COMPANY:

D'ARRIGO BROS. CO. OF CALIFORNIA

By Andrew A. D'Arrigo,  
ANDREW A. D'ARRIGO, President

FOR THE UNION:

FRESH FRUIT & VEGETABLE WORKERS,  
LOCALS 78 A & 78 B  
International Union, AFL-CIO & CLC

By Ed Morales  
BY Don Maxwell  
BY Ralph Perry  
BY Richard H. Hodge

PAY RATE SCHEDULE

<u>Classification</u>	<u>3/16/83</u>	<u>3/16/84</u>	<u>3/16/85</u>
Packer	7.025	7.275	7.525
Trimmers (incl strippers, bunchers)	6.775	7.025	7.275
Broccoli Systems Oper.	6.950	7.200	7.450
Carton Stapler or Closer	7.025	7.275	7.525
Glue Machine Oper.	7.425	7.675	7.925
Ice Blower	6.825	7.075	7.325
Ice Man-Conveyor	7.025	7.275	7.525
Carton-Handler			
(set-off, set-on, push back)	7.150	7.400	7.650
Car Loader	7.925	8.175	8.425
Utility Shed	7.050	7.300	7.550
Forklift	7.405	7.655	7.905
Forklift Multiple 5 pallet+	7.755	8.005	8.255
Forklift Slip sheet, pallet loader	8.100	8.350	8.600
Delivery Person	7.425	7.675	7.925
Receiver	6.950	7.200	7.450
Maintenance Mechanic.	7.125	7.375	7.625
Cactus pear Packer (piece rate)	.27	.28	.285

COLD ROOM

Any employee who is required by the Company to work substantially full time in a cold room for the storage of produce (at least 51% of such employee's normal work day) shall receive 50¢ per hour in addition to the hourly wage for such employee for all hours worked in the day such work is performed.

Any employee who is required by the Company to regularly and customarily work in and out of a cold room for the storage of produce shall receive 10¢ per hour in addition to the hourly wage for such employee for all hours worked in the day such work is performed.

A sum of one and one-fourth cent (1-1/4) per sturdee or wirebound crate of celery or celery cartons of like dimensions and capacity shall be divided among all those workers involved in the final loading point carloaders and carton handlers, by applying three-fourths of a cent (3/4) to carloaders and one-half cent (1/2) to carton handlers and shall be paid in addition to the hourly rate to be paid such employees for all such crates or cartons of celery loaded in cars and/or trucks.

A sum of one cent (1¢) per sturdee or wirebound crate of celery in celery cartons of like dimension and capacity shall be divided among the final hand loading point carloaders and shall be paid in addition to the hourly rate to be paid each employee for all crates or cartons of celery hand loaded in cars and/or trucks over four (4) high on edge. - - -

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING, made and entered into as of Sept. 26 1983, by and between D'ARRIGO BROS. CO. OF CALIFORNIA (hereinafter referred to as the "COMPANY") and FRESH FRUIT AND VEGETABLE WORKERS, LOCAL P-78-B, UNITED FOOD AND COMMERCIAL WORKERS, AFL-CIO (hereinafter referred to as the "UNION").

The Company and the Union agree that the terms and conditions of the 1983-1986 Packinghouse Agreement reached by the Company and Local P-78-B for the Company's Castroville Packing Shed operations, shall apply to the Company's Brawley Packing Shed operations with the following changes:

1. With respect to Section IV Seniority, at the Brawley operation: the Company and the Union agree that the seniority system contained in the 1980-1983 Packinghouse Agreement shall remain in full force and effect except that an employee may achieve seniority after she/he has satisfactorily completed thirty (30) work days within a ninety (90) day period, at which time their seniority shall be their date of hire within that ninety (90) day period.
2. With respect to each hourly wage rate, in lieu of unobtainable employee benefits because of the short operating season, wage rates shall be two and one-half cents (.025¢) higher than those paid at the Castroville Packing Shed operations.

D'ARRIGO BROS. CO. OF CALIFORNIA

By

*Arthur G. D'Arrigo*

Date

*Sept. 30 1983*

FRESH FRUIT AND VEGETABLE WORKERS,  
LOCAL P-78-B, UNITED FOOD AND  
COMMERCIAL WORKERS, AFL-CIO

By

*Ralph Perry*

Date

*Sept. 26, 1983*

BY

*Mitchell P. ...*

Date

*10/5/83*

*Arthur G. D'Arrigo*  
*10-5-83*



AFFILIATE OFFICES IN  
BOSTON AND NEW YORK

FRESH AND FINE FRUITS AND VEGETABLES

**D'ARRIGO BROS. Co. of California** ESTABLISHED 1923  
GROWERS, PACKERS AND SHIPPERS OF FRESH FRUIT AND VEGETABLES

P. O. BOX 850 • 706 WEST MARKET STREET • SALINAS, CALIFORNIA 93902 • TELEPHONE 408-424-3955

EMPLOYMENT PACKET

THIS PACKET CONTAINS:

1. Employee Policy Handbook
2. Insurance Plan Descriptions
  - a) Medical
  - b) Dental
  - c) Visual
3. Absence Slip Sample
4. Termination Slip Sample
5. Warning Slip Sample
6. Employment Application Form
7. Safety Information Card & Receipt
8. Seniority System

Read all information carefully.

Fill out application correctly and completely.



ANDY BOY'S GUARD

# D'ARRIGO BROS. Co. of California

ESTABLISHED 1923  
GROWERS, PACKERS AND SHIPPERS OF FRESH FRUIT AND VEGETABLES

P. O. BOX 850 • 706 WEST MARKET STREET • SALINAS, CALIFORNIA 93902 • TELEPHONE 409-424-3955

## APPLICATION FOR EMPLOYMENT

1. Complete Name \_\_\_\_\_  
2. Address \_\_\_\_\_

3. Social Security Number \_\_\_\_\_ 4. Birthdate \_\_\_\_\_

5. Previous Employment in Agriculture: (last 3 years):  
Company \_\_\_\_\_ Position \_\_\_\_\_ Dates \_\_\_\_\_

- A) \_\_\_\_\_
- B) \_\_\_\_\_
- C) \_\_\_\_\_

6. If you are not a U.S.A. citizen, do you have legal right to remain permanently in the U.S.A? YES \_\_\_\_\_ NO \_\_\_\_\_

6A. If you are hired by D'Arrigo Bros. Co. you may be required to submit proof that you have a legal right to work in the U.S.A.

7. Are you over 18 years of age? YES \_\_\_\_\_ NO \_\_\_\_\_

If hired you will be required to present verification that your age meets legal requirements.

8. Have you ever worked for D'Arrigo Bros. Co. under a different name? YES \_\_\_\_\_ NO \_\_\_\_\_

You are advised that any misstatements or omissions of material facts in your application may be cause for dismissal.

9. Have you ever had a D'Arrigo Bros. Co. employee number? YES \_\_\_\_\_ NO \_\_\_\_\_

If YES, what is the number? \_\_\_\_\_





BY ANDY BOY (NAME)

**D'ARRIGO BROS. Co. of California** ESTABLISHED 1973  
GROWERS, PACKERS AND SHIPPERS OF FRESH FRUIT AND VEGETABLES

P. O. BOX 850 • 704 WEST MARKET STREET • SALINAS, CALIFORNIA 93902 • TELEPHONE 408-424-3955

ACKNOWLEDGEMENT OF EMPLOYEE HANDBOOK

I acknowledge receipt of the EMPLOYEE HANDBOOK (MANUAL) which outlines my privileges and obligations as an employee.

Furthmore, I have carefully read the General Regulations and General Safety Rules and fully understand them. I agree as a condition of my employment to faithfully abide by these policies. I further understand that any infraction of these rules may result in disciplinary action.

DATE

EMPLOYEE'S SIGNATURE



ANDREW A. D'ARRIGO

# D'ARRIGO BROS. Co. of California

ESTABLISHED 1923

GROWERS, PACKERS AND SHIPPERS OF FRESH FRUIT AND VEGETABLES

P. O. BOX 850 • 706 WEST MARKET STREET • SALINAS, CALIFORNIA 93902 • TELEPHONE 408-424-3955

## EMPLOYEE HANDBOOK

To The Employees of D'Arrigo Bros. Co.

We at D'Arrigo Bros. Co. feel it is important to ensure fair and equal treatment for all our employees.

This handbook offers a written description of D'Arrigo Bros. Co. position in regard to employment, wages, benefits, and other working conditions provided to all our employees.

If there are any questions, please contact your foreman.

Sincerely,

Andrew A. D'Arrigo  
President



WANDY BOYER

# D'ARRIGO BROS. Co. of California

ESTABLISHED 1923

GROWERS, PACKERS AND SHIPPERS OF FRESH FRUIT AND VEGETABLES

P. O. BOX 650 • 705 WEST MARKET STREET • SALINAS, CALIFORNIA 93902 • TELEPHONE 408-424-3955

## CONTENTS

	<u>PAGE</u>
I. QUALIFICATIONS FOR EMPLOYMENT AT D'ARRIGO BROS. CO.	1
II. WAGE AND BENEFITS	2
A) Wage Policy	2
B) Overtime	2
C) Call time and standby	3
D) Travel time	3
E) Holidays	4
F) Vacations	5
G) Funeral and jury duty	5
III. MEDICAL AND DENTAL PLANS	6
IV. SENIORITY	8
V. ABSENCES	8
A) Unexcused	8
B) Excused & Leaves of Absences	9
VI. GENERAL REGULATIONS, WARNING & TERMINATION PROCEDURES	9
VII. SAFETY	11



D'ARRIGO BROS.

**D'ARRIGO BROS. Co.** *of California* ESTABLISHED 1923  
GROWERS, PACKERS AND SHIPPERS OF FRESH FRUIT AND VEGETABLES

P. O. BOX 850 • 706 WEST MARKET STREET • SALINAS, CALIFORNIA 93902 • TELEPHONE 408-424-3955

I. QUALIFICATIONS FOR WORK AT D'ARRIGO BROS. CO. OF CALIFORNIA

At no time will any discrimination because of race, sex, color, religion, or national origin be practiced in the hiring or promotional policies of D'Arrigo Bros. Co.

The following qualifications must be met for employment:

1. All applications must be filled out completely.
2. All employees must provide the company with current local and home addresses and phone numbers. It is the responsibility of each employee to advise the company of any changes of address or phone numbers.
3. Any employee under 18 years of age must have a permit from their school or the State to work and be available for eight hours of work a day. Each employee must be at least 16 years of age.
4. All employees must be legally entitled to work in the United States.



AND BOYS LAND

# D'ARRIGO BROS. Co. of California

ESTABLISHED 1923  
GROWERS, PACKERS AND SHIPPERS OF FRESH FRUIT AND VEGETABLES

P. O. BOX 850 • 706 WEST MARKET STREET • CALINAS, CALIFORNIA 93902 • TELEPHONE 409-424-3955

## II. WAGES AND BENEFITS

### A. Wage Policy

D'Arrigo Bros. Co. has in the past, and will continue in the future to provide wages competitive with the industry.

In the past D'Arrigo Bros. Co. has made wage adjustments in July and will continue with this policy. D'Arrigo Bros. Co. also recognizes the need to constantly review our wage policy with respect to others in the industry and make adjustments when necessary any time of the year.

D'Arrigo Bros. Co. payroll week starts on Sunday and closes on Saturday. Payday is the following Friday.

Only hours on the job apply to the accumulation of hours for the purpose of fringe benefits.

### B. Overtime

Overtime will be paid at one and one-half times the base pay on the policy below:

Harvest Crews-----after eight hours-----Monday thru Friday  
after four hours-----Saturday  
all hours worked-----Sunday

Hourly Crews-----after eight hours-----Monday thru Friday  
after five hours-----Saturday  
all hours worked-----Sunday

Irrigators-----after ten hours-----Monday thru Friday  
after ten hours-----Saturday  
all hours worked-----Sunday



**ANDY BOY (JAMES)**

# D'ARRIGO BROS. Co. of California

ESTABLISHED 1923

GROWERS, PACKERS AND SHIPPERS OF FRESH FRUIT AND VEGETABLES

P. O. BOX 850 • 706 WEST MARKET STREET • SALINAS, CALIFORNIA 93902 • TELEPHONE 408-424-3955

Tractor Drivers-----after ten hours-----Monday thru Friday  
after eight hours-----Saturday  
all hours worked-----Sunday

Miscellaneous Hourly - same as hourly crews. If working with harvest crews, harvest overtime rules apply. If working with hourly crews hourly crew overtime rules apply.



ANDY BOYE BRAND

**D'ARRIGO BROS. Co.** *of California* ESTABLISHED 1923  
GROWERS, PACKERS AND SHIPPERS OF FRESH FRUIT AND VEGETABLES

P. O. BOX 850 • 706 WEST MARKET STREET • SALINAS, CALIFORNIA 93902 • TELEPHONE 408-424-3955

C. Call Time

Employees shall report to work on time at the place they are called. A minimum of four hours time shall be paid for each call where no work is provided. For hourly employees this rate is four hours normal hourly rate. For piece rate employees this rate is four hours average piece rate earnings from the previous week's payroll. If work is started, a minimum of four hours work shall be paid. Hourly employees are paid normal hourly rate. Piece rate employees are paid the average rate for hours worked that day.

In the event work cannot be carried out for reasons beyond the control of D'Arrigo Bros. Co. these guarantees do not apply. Any call time may be rescinded by notifying employees before reporting for work.

In the event work cannot be scheduled for the following day when an employee is released, the Company may ask the employee to "check in" at a specified time and place for his/her next call time.



ANDY BOYE

**D'ARRIGO BROS. Co. of California** ESTABLISHED 1923  
GROWERS, PACKERS AND SHIPPERS OF FRESH FRUIT AND VEGETABLES

P. O. BOX 850 • 706 WEST MARKET STREET • SALINAS, CALIFORNIA 93702 • TELEPHONE 409-424-3955

C-1. Standby Time

In the event work is delayed in the field, employees may be asked to "standby". If workers are asked to "standby", employees will be paid standby time at the normal hourly rate. When circumstances arise beyond the control of D'Arrigo Bros. Co. this provision does not apply.

D. Travel Time

When Company furnished transportation is available, only employees using such transportation shall receive daily travel allowance based upon the following schedule, from the usual and customary "pick up point" at which Company transportation is furnished, to the work site.

Travel time will not be payable for travel in the Imperial Valley or in the Salinas Valley area.

Travel time shall be at the minimum hourly guaranteed rate of pay.

Daily Travel Allowance Schedule: 40-64 road miles - 1/2 hour each way  
65-89 road miles - 1 hour each way

E. Holidays

D'Arrigo Bros. Co. provides holiday pay for its employees. Paid holidays are days paid whether or not we actually work. Hourly workers are paid for 8 hours at regular hourly pay. Piece rate workers are paid for 8 hours at their average hourly piece rate of the preceding week. Paid holidays are:

1. Christmas
2. New Year's Day
3. July 4th
4. Labor Day
5. Thanksgiving Day
6. Memorial Day





W. ANDY BROS. OF CALIFORNIA

# D'ARRIGO BROS. Co. of California

ESTABLISHED 1923  
GROWERS, PACKERS AND SHIPPERS OF FRESH FRUIT AND VEGETABLES

P. O. BOX 850 • 706 WEST MARKET STREET • SALINAS, CALIFORNIA 93902 • TELEPHONE 408-424-3955

To qualify for paid holidays the workers must:

1. Have current seniority
2. Work the last scheduled work day before and first scheduled day after the holiday.
3. Work five days within the last fourteen days before the holiday.

## F. Vacations

Vacations with pay shall be granted to eligible workers who qualify for such vacation.

To qualify for vacation pay a seniority worker must have worked 700 hours in the previous year. The previous year as used here is based on each individual workers seniority date. For example: if an employees seniority date is 4-10-81, his/her vacation pay is based on the time worked from 4-10-81 through 4-10-82.

If an employee maintains his/her seniority for 1 through 3 years, he/she is paid 2% of his/her total gross earnings as vacation pay and one week off, if desired.

A worker who has maintained his/her seniority for 4 or more years is paid 4% of his/her total gross earnings as vacation pay and two weeks time off, if desired.

Vacation pay is paid by separate check with regular deductions made and reported.

Vacation check are paid 2 weeks after the end of each quarter. For example, all employees who are eligible for vacation checks during the months of January, February or March will receive vacation checks the second week ending in April. Those eligible in April, May or June will receive their vacation checks in the second week ending in July.



ESTABLISHED 1923

# D'ARRIGO BROS. Co. of California

GROWERS, PACKERS AND SHIPPERS OF FRESH FRUIT AND VEGETABLES

P. O. BOX 850 • 706 WEST MARKET STREET • SALINAS, CALIFORNIA 93902 • TELEPHONE 408-424-3935

## G. Funeral Leave and Jury Duty

### Funeral Leave:

In the event of a death in the immediate family three work days leave will be provided for seniority employees. Any additional time may be granted by leave of absence. (Immediate family means father, mother, husband, wife, son or daughter). Employees will be paid an amount equal to the pay they missed in their absence.

### Jury Duty:

When a seniority worker serves on a jury, D'Arrigo Bros. Co. shall pay the difference between his/her jury pay and the pay he/she would have earned, with a maximum of 40 hours for each trial.

## III. MEDICAL AND DENTAL PLANS

D'Arrigo Bros. Co. provides for its employees medical insurance benefits. The premiums are paid in full for the qualified employees by D'Arrigo Bros. Co. Medical plans are competitive with any in the industry today.

To qualify, employees must work a minimum of 60 hours in a calendar month to qualify for the following month. If an employee is short of the required 60 hours he may pay his own premium to remain qualified.

These medical and dental plans cover the employee, his/her spouse, and unmarried children under 19 years of age. It also covers students in school until 23 years of age. Upon qualifying, employees must provide D'Arrigo Bros. Co. with a list of names covered under this insurance.

For more information on this coverage, see your supervisor.



WANDY BOY (UNRECORDED)

# D'ARRIGO BROS. Co. of California

ESTABLISHED 1923  
GROWERS, PACKERS AND SHIPPERS OF FRESH FRUIT AND VEGETABLES

P. O. BOX 850 • 706 WEST MARKET STREET • SALINAS, CALIFORNIA 93902 • TELEPHONE 408-424-3955

## IV. SENIORITY

A. Seniority is defined as an employee's length of continuous service while an employee in this department, and shall be acquired only after the employee has worked thirty (30) days within a ninety (90) day period, and shall then date from his last date of hire.

B. The period of time worked prior to acquiring Seniority as defined above shall be considered a probationary period. At any time during the probationary period the employer shall have the right to transfer or discharge the employee at the employer's sole discretion. No probationary employee shall have the right to the grievance procedure.

C. Seniority shall be granted on two basis:

1. Company Seniority: which is defined as a worker's total length of continuous service with the Company.
2. Departmental Seniority: which is defined as a worker's total length of continuous service in any department of the Company.

D. Seniority shall be acquired as defined in C(1) or C(2) independently after working the length of time contained in Paragraph A. A break in seniority in one department shall not constitute a break in Company seniority or seniority in another department unless the break in seniority occurred as a result of Section E of this Article. If the employee breaks seniority as a result of Section E, he/she shall lose all seniority with the Company.

E. The employment relationship shall be terminated and an employee shall lose his/her seniority under any one of the following circumstances:

1. Discharge for just cause
2. Voluntary termination of employment
3. Failure to report within forty-eight hours of recall after layoff
4. Absence without an approved leave as per Article , Leaves of Absence
5. Failure to report for work after termination of a leave of absence
6. When an employee fails to report at the termination of vacation
7. When an employee leaves the bargaining unit to accept a supervisory or other position with the Company



ANDERSON BROS. CO.

# D'ARRIGO BROS. Co. of California

ESTABLISHED 1923

GROWERS, PACKERS AND SHIPPERS OF FRESH FRUIT AND VEGETABLES

P. O. BOX 850 • 706 WEST MARKET STREET • SALINAS, CALIFORNIA 93902 • TELEPHONE 408-474-3955

F. The following departments shall be used under this Article for purpose of acquiring departmental seniority in Section C of this article:

1. Salinas Tractor Department #1
2. Salinas Tractor Department #2
3. Salinas Tractor Department #3
4. Salinas Tractor Department #4
5. Salinas Tractor Department #5
6. Salinas Irrigation Department #1
7. Salinas Irrigation Department #2
8. Salinas Irrigation Department #3
9. Salinas Irrigation Department #4
10. Salinas Irrigation Department #5
11. Salinas Lettuce Ground Harvest Department #1
12. Salinas Lettuce Ground Harvest Department #2
13. Salinas Broccoli Harvest Department #1
14. Salinas Broccoli Harvest Department #2
15. Salinas Rapini Harvest Department #1-
16. Salinas Rapini Harvest Department #2-
17. Salinas Lettuce Wrap Harvest Department #1
18. Salinas Lettuce Wrap Harvest Department #2
19. Salinas Lettuce Wrap Harvest Department #3
20. Salinas Lettuce Wrap Harvest Department #4
21. Salinas Lettuce Wrap Harvest Department #5
22. Salinas Celery Harvest Department #1
23. Salinas Celery Harvest Department #2
24. Salinas Mixed Lettuce Harvest Department
25. Salinas Spring Transplant Department
26. Salinas Fall Transplant Department
27. Salinas Celery Transplant Pulling Department
28. Salinas Cactus Pear Harvest Department
29. Salinas Onion Harvest Department
30. Salinas Spring Anise Department
31. Salinas Fall Anise Department
32. Salinas General Labor Department
33. Salinas Thin and Hoe Department #1
34. Salinas Thin and Hoe Department #2
35. Brawley Lettuce Ground Harvest Department #1
36. Brawley Lettuce Ground Harvest Department #2
37. Brawley Lettuce Wrap Harvest Department #1
38. Brawley Lettuce Wrap Harvest Department #2
39. Brawley Lettuce Wrap Harvest Department #3
40. Brawley Lettuce Wrap Harvest Department #4
41. Brawley Lettuce Wrap Harvest Department #5
42. Brawley Broccoli Harvest Department #1
43. Brawley Broccoli Harvest Department #2



FRANZ ANDERSON

BOSTON AND NEW YORK

# D'ARRIGO BROS. CO. of California

ESTABLISHED 1923  
GROWERS, PACKERS AND SHIPPERS OF FRESH FRUIT AND VEGETABLES

P. O. BOX 850 • 706 WEST MARKET STREET • SALINAS, CALIFORNIA 93902 • TELEPHONE 408-424-3955

44. Brawley Mixed Lettuce Harvest Department
45. Brawley Rapini Harvest Department #1
46. Brawley Rapini Harvest Department #2
47. Brawley Rapini Harvest Department #3
48. Brawley Rapini Harvest Department #4
49. Brawley Rapini Harvest Department #5
50. Brawley Celery Harvest Department
51. Brawley Thin and Hoe Department
52. Brawley Tractor Department
53. Brawley Irrigation Department
54. Brawley General Labor Department
55. Brawley Rouging Crew Department

G. Layoffs shall be by seniority within a particular Department starting with the lowest seniority first providing the ability and skill of the employee to perform the work in equal. Such judgement of ability and skill is in the sole discretion of the employer and will not be exercised arbitrarily.

1. In harvesting departments where it is necessary to lay off an entire department, the Company will lay off the department with the least seniority first within a particular commodity. Short term layoffs of crews for lack of work which are not longer than one week duration may be made on a department rotation basis without regard to department number so long as available work is reasonably uniformly allocated over time to all departments.

H. Employees shall be paid the rate of pay which corresponds to the job which they are performing for the time spent in the particular job. The employer may combine jobs to the extent of physical possibility provided the Company shall pay as the hourly rate therefore the highest of the hourly rates of the classifications so combined.

I. It is recognized that certain jobs, such as Lister, fertilizer application, planting and others of high skill should be done by the workers with the highest skill, in the Company's estimation regardless of departmental or Company seniority. Therefore it is agreed that where a particular job requires specialized skill the Company may assign employees without regard to departmental or Company seniority.



**GRAND OLD FASHIONED**

# D'ARRIGO BROS. Co. of California

ESTABLISHED 1923

GROWERS, PACKERS AND SHIPPERS OF FRESH FRUIT AND VEGETABLES

P. O. BOX 850 • 706 WEST MARKET STREET • SALINAS, CALIFORNIA 93902 • TELEPHONE 408-424-3955

J. Recall of workers for permanent job vacancies shall be made by seniority order within the particular department provided the skill and ability of the employee is equal. Such judgement of skill and ability is in the sole discretion of the employer and will not be exercised totally arbitrarily.

K. Notice of any job opening with a rate higher than the General Labor rate shall be posted on the bulletin board when a vacancy is determined to exist. Only applications filed with the Company office within two work days after posting will be considered.

L. In the filling of vacancies not caused by layoff, and the making of promotions within the department or transfers, the Company may use its own discretion. If any employee is given a new job as per the above, he shall be on probation for the first 30 days. If, in the employer's discretion, he is not capable of performing in this new job, he shall return to his former position with full seniority in that former position.

M. Any person rehired after losing seniority shall be considered a new hire and will establish a new seniority date as per the above provisions.

N. Seniority shall not be used to bump employees within a particular job classification or established crew.

O. The Company shall provide a current Company seniority list and a classification seniority list showing the name of each employee, his original date of hire and his social security number. Where more than one employee has the same seniority date, the employee with the highest last four digits in his social security number shall have the higher seniority. At the time the seniority list is available, it shall be posted at the Company office where it is readily accessible to employees during office hours. (Employees shall be responsible for notifying the Company of their current address and the Company may rely on the addresses furnished by the employee for all purposes indicated in this agreement). A grievance on a seniority date may be considered untimely and, therefore, waived if the grievance is not filed within 5 days after the posting of the list.

Branch Offices • Castroville, California • Bradley, California • Reedley, California

Branch Offices • Castroville, California • Bradley, California • Reedley, California



ANDY BROS. CO.

# D'ARRIGO BROS. Co. of California

ESTABLISHED 1923  
GROWERS, PACKERS AND SHIPPERS OF FRESH FRUIT AND VEGETABLES

P. O. BOX 850 • 706 WEST MARKET STREET • SALINAS, CALIFORNIA 93902 • TELEPHONE 409-424-3955

## V. ABSENCES EXCUSED, UNEXCUSED, LEAVES OF ABSENCE & TRANSFERS

D'Arrigo Bros. Co. recognizes at times some employees miss one or more days work. In order to maintain their position and seniority D'Arrigo Bros. Co. policy is that it is the responsibility of each individual to notify the Company in advance of their absence.

### a) Unexcused.

If an employee misses three consecutive work days without notification, D'Arrigo Bros. Co. presumes the worker has voluntarily quit. Therefore, the employee's seniority and benefits are automatically terminated. To return to work for D'Arrigo Bros. Co. a worker must then reapply and be accepted as a new employee. Medical excuses will be considered as unexcused if an employee does not notify the Company within three working days.

If an employee has an unexcused single day absence, a warning will be issued. After two of these warnings in three months a worker is automatically terminated on the third absence. Excessive absences will be called to the attention of the employee and appropriate action will be taken by the Company.

### b) Excused & Leaves of Absence.

Permits may be issued by D'Arrigo Bros. Co. for absences. If the absence is for one or two days, verbal permission from the employees' foreman is necessary. From three days to four months, a written permit must be obtained from the foreman. The leave of absence must state the date leaving and the return date as well as the reason. Permits or leaves of absence may not be issued to employees for the purpose of working elsewhere. In the event the employee does not return on the date stipulated on the permit, D'Arrigo Bros. Co. will assume he has voluntarily quit.

Students working during the summer are the exception to this policy. They will be given leaves of absence to return to school.

Pregnancy leaves may be granted with these conditions. In the event of pregnancy, a doctor's verification and release to work must be obtained by the employee. The doctor's release must be updated at least every two months during the pregnancy. After the birth, the leave shall not extend more than six weeks without Company permission.

All permits and leaves of absence must be in writing from D'Arrigo Bros. Co. with the exception as noted above.



ANDY BOGUMBA

# D'ARRIGO BROS. Co. of California

ESTABLISHED 1923

GROWERS, PACKERS AND SHIPPERS OF FRESH FRUIT AND VEGETABLES

P. O. BOX 850 • 706 WEST MARKET STREET • SALINAS, CALIFORNIA 93902 • TELEPHONE 408-424-3935

## c) Transfers.

When transferring from one crew to another, the employee must inform his/her current commodity supervisor at least one week in advance, that he/she would like to transfer to another commodity, and his/her supervisor must approve the transfer in writing. The supervisor of the commodity being transferred to, must approve the transfer also. Failure to follow this procedure will result in loss of seniority.





EDWARD E. BOYER, OWNER

# D'ARRIGO BROS. Co. of California

ESTABLISHED 1923  
GROWERS, PACKERS AND SHIPPERS OF FRESH FRUIT AND VEGETABLES

P. O. BOX 850 • 706 WEST MARKET STREET • SALINAS, CALIFORNIA 93902 • TELEPHONE 408-424-3955

## VI. WARNING AND TERMINATION PROCEDURES/GENERAL REGULATIONS

D'Arrigo Bros. Co. realizes at times there will arise disputes concerning employee conduct. Some employee actions may be deemed by a foreman or supervisor severe enough to be called to the employee's attention verbally or with a written warning to be placed in the employee's office record.

If an employee wishes to dispute any warning or termination, D'Arrigo Bros. Co. urges the employee to talk to his/her foreman, field supervisor, field superintendant, labor relations manager or district manager.

D'Arrigo Bros. Co. has listed the following rules for all employees. Failure to observe these rules may result in disciplinary action or termination.

1. Any negligence resulting in waste or spoilage. This also applies to any carelessness that results in a product not up to the standards of D'Arrigo Bros. Co.
2. Being under the influence of, consuming or possession of alcohol or illegal drugs while under the supervision of D'Arrigo Bros. Co. This shall include while being transported to and from work in Company vehicles.
3. Falsifying work applications, medical forms or any documents requested by D'Arrigo Bros. Co.
4. Failure to keep any work area free of litter or other rubbish.
5. Unauthorized operation of any Company machinery.
6. Theft of Company or other employees property.
7. Fighting on work premises.
8. Unsafe use of equipment or machinery.
9. Maliciously destroying or damaging Company, grower, or other employee property.
10. Possession of illegal weapons.
11. Driving on Company property at excessive speeds.
12. Soliciting money or sale of merchandise or Company property without permission.