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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

DUNLAP NURSERY

AND

UNITED FARM WORKERS OF AMERICA, AFL-CIO

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A G R E E M E N T

PARTIES

THIS COLLECTIVE BARGAINING AGREEMENT and certain specified supplemental agreements are between the parties whose names appear on the signature page hereof under the designation of DUNLAP NURSERY ("Company" herein) and the UNITED FARM WORKERS OF AMERICA, AFL-CIO ("Union" herein) and said Collective Bargaining Agreement and certain specified supplemental agreements shall operate for the purposes of establishing uniform wages, hours, and working conditions as hereinafter defined. The parties agree as follows:

ARTICLE 1
RECOGNITION

Section 1. The Company does hereby recognize the Union as the sole exclusive bargaining agent representing all of the Company's agricultural employees (hereinafter called "workers") in the unit set forth in Agricultural Labor Relations Board's certification in case number 77-RC-2C. In the event the Agricultural Labor Relations Board certifies other employees not here included within the certified unit, such additional employees shall be included under the terms of this Agreement. The term "worker" shall not include office and sales employees, security guards and supervisory employees who have the authority to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward or discipline other workers or the responsibility to direct them or adjust their grievances, or effectively recommend such action, if, in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature but requires the use of independent judgement.

Section 2. The Company agrees that no business device, including joint ventures, partnerships, or other forms of business operations, shall be used for the purpose of circumventing the obligations of this Agreement, but if it should enter into any of these forms of operations they shall be covered by this Agreement. This provision will not, however, circumscribe or limit activities outside the partnership or of the individual partners who comprise Dunlap Nursery. With respect to such activities of Company, this Agreement shall not be binding.

Section 3. The Company further recognizes the rights and obligations of the Union to negotiate wages, hours and conditions of employment and to administer this Agreement on behalf of covered workers.

Section 4. Neither the Company nor its representatives will interfere with the right of any worker to join and assist the Union. The Company will make known to all workers that they will secure no advantage, nor more favorable consideration nor any form of special privilege because of non-participation in Union activities.

Section 5. Neither the Company nor its representatives will take any action to disparage, denigrate or subvert the Union, nor will they promote or finance any labor organization, including any competing labor organization. Neither the Union nor its representatives will take any action to disparage, denigrate, or subvert the Company.

Section 6. The Company will make known to all workers, supervisors and officers, its policies and commitments as set forth above with respect to recognition of the Union and will encourage workers in the bargaining unit to give utmost consideration to supporting and participating in collective bargaining and contract administration functions.

ARTICLE 2
UNION SECURITY

Section 1. Union membership shall be a condition of employment. Each worker 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 worker 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 or suspended upon written notice from the Union to the Company, and shall not be re-employed until written notice from the Union to the Company of the worker's good standing status.

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

Section 3. The Company agrees to deduct from each worker's pay initiation fees, all periodic dues, and assessments as required by the Union, upon presentation by the Union of individual authorization signed by workers, directing the Company to make such deductions. The Company shall make such deductions from the workers' 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 ~~every~~ ~~two (2) weeks~~. The Company shall provide the Union ~~every~~ ~~two (2) weeks~~ with a list showing the name of each worker, his social security number, payroll periods covered, gross wages, total hours worked per worker, total number of workers, and amount of Union dues deducted during such pay periods from each worker. The Union will furnish the forms to be used for authorization and will notify the Company in writing of dues, assessments and initiation fees within five (5) days of the execution of this Agreement and five (5) days before the effective date of any change.

Section 4. The Company will advise new workers that it is a condition of their employment that they must become and thereafter remain members in good standing in the Union immediately following five (5) continual days after the beginning of their employment. The Company shall furnish workers membership applications and dues checkoff authorization forms as provided by the Union.

Section 5. The Union shall indemnify and hold the Company harmless from and against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the Company for the purpose of compliance with any of the provisions of this Article.

ARTICLE 3

-HIRING

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

Section 2. Employees with seniority at the Company 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 by the Company. Such employees shall report to the Union steward or other Union representative and Company representative at the job site to verify that their name is on the seniority list before commencing work.

Section 3. In the event new or additional employees are needed to perform work covered by this Agreement, the Company shall notify the Union facility or persons designated in Section 1 in writing of the total number of new employees needed, the type of work to be performed, the date the employees are needed, and the estimated duration of the work. The Union shall be given forty-eight (48) hours notice, or as much advance notice as possible. If because of an emergency such as unanticipated weather conditions or unexpected business conditions such as rush orders, new employees are required immediately, the Company shall notify the Union and only be required to wait twenty-four (24) hours

before hiring workers from any other source pursuant to Section 4 of this Article. If the work does not start at that time, the Company shall not be liable except under Article 29, Reporting and Standby Pay. If the work is for a period shorter than estimated by the Company, Company shall not be liable for any time not worked by employees.

Section 4. When the Company notifies the Union that it needs additional employees, the Union shall use its best efforts to furnish the requested number of workers. If the Union does not furnish the requested number of employees on the date specified by the Company, the Company shall be free to procure them from any other source. If the Company 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 twenty-four (24) hours following the hiring of such employees, provided further, that the work is not interrupted.

Section 5. When the Company requests workers from the Union facility for jobs which require skill or experience (for example, tractor drivers) the Union shall refer workers who meet the job requirements. Before the Company makes a determination that a referred worker does not meet the job requirements, the supervisor will fully explain the job duties and requirements and give the worker a reasonable time to meet the job requirements.

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

Section 7. It is essential that the Union have advance notice of layoffs so that it may plan utmost utilization of available employees. Accordingly, the Company will notify the Union two (2) days prior to layoff, or sooner if possible. Failure to give this notice to the Union shall not create any financial liability on the part of the Company to employees. The Company's only liability to employees who report for work shall be under Article 29, Reporting and Standby Pay.

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 Company, the Company 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 16, No Discrimination.

Section 10. 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. The Company shall provide the Union with a weekly notice of employees terminated during this period, and upon request, shall make available to Union information as to a terminated employee's work performance. The Company shall describe the work to be performed and give a

physical demonstration of the work to new employees. An employee shall be given an opportunity to demonstrate his job performance. The supervisor shall point out the employee's mistakes in order to help him learn the job.

ARTICLE 4

SENIORITY

Section 1. Seniority shall be defined as a total length of continuous service with the Company. A break in service terminates worker seniority. Layoffs are not considered a break in service.

Section 2. Seniority will be extended from the date of hire or rehire and seniority shall be broken for the following reasons only:

1. Voluntary quitting.
2. Discharge for just cause.
3. When layoff fails to report within three (3) working days after work is scheduled to commence, unless satisfactory reasons are given to Company and Union.
4. When the worker fails to report to work at the termination of a leave of absence or vacation without an approved extension or accepts employment with another company as per Section 3, Article 9, Leaves of Absence of this Agreement.
5. ~~When any worker leaves the bargaining unit to accept supervisory or other position with the Company outside the bargaining unit.~~

The Company will provide every two weeks a list of workers by name, social security number, seniority date, and job classification that broke seniority during the prior week pursuant to this Section.

Section 3. Any worker rehired after loss of seniority shall establish a new seniority date as provided in Section 2.

Section 4. Job classification seniority shall be defined as the total length of time worked continuously by a bargaining unit member within a specific job classification as the same are established in this Collective Bargaining Agreement. Job classification seniority shall be applied to layoffs and recalls.

Company wide seniority shall be defined as the total length of continuous service in all classifications, with the Company. Company wide seniority shall be applied for the purposes of promotions, demotions, transfers, filling new jobs, and fixing the order in which workers to be laid off with Company wide seniority are given consideration for other jobs.

Company wide seniority shall be applied in the following ways:

1. A worker with company wide seniority who is working in a higher job classification and is subject to an extended layoff, may, at his or her option, displace a worker with the least seniority in a lower job classification provided such worker is willing and capable of performing such work.
2. Workers on lay-off status with company wide seniority shall be eligible for employment pursuant to Recall Section 9, on their request, in a job classification in which that worker has no or limited seniority, before new workers are hired.

Section 5. Whenever there is a layoff in the work force, layoffs shall be by seniority order, with the workers with the lowest seniority laid off first.

Section 6. Whenever the Company recalls seniority workers, the Company shall recall by seniority order, with the worker with the highest seniority recalled first.

Section 7. Company shall post a list of ~~positions~~ to join training program for each ~~position other than general labor~~. ~~Employees who have such qualifications or who demonstrate such~~ may join the training program and ~~seniority will prevail~~ in the selection of employees for an ~~on-the-job training program directed~~ by the Company.

Section 8. Whenever a vacancy occurs in a ~~job classification~~ with a ~~higher rate than general labor~~, and is not filled under Section 7 above, such ~~vacancy shall be posted on the~~ Company's ~~bulletin boards~~. A copy of such posting shall be provided the Ranch Committee. The posting shall ~~be made at least three (3)~~ days, ~~or sooner if possible,~~ before the vacancy is permanently filled. ~~Workers with seniority desiring consideration for the higher rated job will so indicate by signing the posting. The senior worker shall be selected for the vacancy if the worker is willing and capable of performing such work. The supervisor will fully explain the job duties and requirements, and give the worker a reasonable time to demonstrate that he meets the job requirements. If such worker cannot perform the job, he or she shall return to his or her former classification and rate and the Company will then select the next senior worker who had signed the posting and he or she shall be given a fair opportunity to qualify. The selection procedure will be repeated until the posting list has been exhausted and thereafter the Company shall notify the Union facilities of such vacancy pursuant to Article 3. The Company will fill temporary~~

vacancies such as those created by a worker's illness or short term leave of absence for illness or injury on the basis of seniority, so far as possible.

Section 9. The Company when anticipating the recall of seniority workers, shall notify the worker and the Union in writing, not less than two (2) weeks, where possible, prior to the estimated starting date of the work and the approximate duration thereof, and such notice shall include worker's name, social security number, seniority date, job or classification. The Company shall then notify the worker when to report for work, allowing reasonable time to report. All such notice of recall shall be a joint recall bearing the title of the Company and the Union. There shall be no recall by labor contractors. Workers returning to work on recall shall check in with the Union steward or other Union representative on the job site to verify the worker's name is on the seniority list before commencing work.

All notices of recall shall be in writing as per attached form in Appendix B of this Agreement. All notices shall be mailed First Class with copies provided to Union. When recall letters sent to workers are returned to Company with Postal Service notification of non-delivery, the Union shall be notified of worker's name and the address from which the letter was returned. The Company shall make available to Union any returned letter and envelope upon request.

Section 10. The Company will notify Union in writing of layoffs, not less than two (2) days prior to layoff, or sooner if possible, and will furnish Union with a list of those workers prior to layoff.

Section 11. Beginning with the signing of this Agreement, and each three (3) months thereafter, the Company shall provide the Union with an up-to-date seniority list showing the name of each worker, his or her seniority date, social security number and job classification. The Company shall post such seniority list on the Company's bulletin board as follows:

The seniority lists shall be posted by the Company, with a copy to the Union, at the signing of this Agreement and thereafter every three (3) months, for a period of two (2) weeks.

If a question arises concerning the accuracy of the lists, the Union and Company have up to two (2) weeks after posting is completed to resolve the dispute.

If the dispute remains after two (2) weeks, any unresolved matters relating to the seniority lists may be submitted to the expedited procedure of Article 5, Section 5, Grievance and Arbitration Procedure.

Section 12. It is understood that Company and Union may agree in writing to make deviations from those seniority provisions regarding application of seniority. Upon request of either party, the Union and the Company may review and agree to revise a seniority provision one (1) year after the date of the signing of the Agreement.

ARTICLE 5

GRIEVANCE AND ARBITRATION

Section 1. All disputes between the Company and the Union arising out of the interpretation or application of this Agreement shall be subject to the Grievance and Arbitration procedure. The Grievance and Arbitration procedure shall be the exclusive remedy with respect to any disputes arising under this Agreement until this procedure has been exhausted and no other remedies shall be utilized by any person with respect to any dispute involving this Agreement until the procedure has been exhausted.

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

STEP ONE: Any grievance shall immediately be taken up between the supervisor involved and the Union Steward. They shall use their best efforts to resolve the grievance.

STEP TWO: In the event the grievance is not immediately resolved, the grieving party shall reduce the grievance to writing, setting forth the nature of the grievance, and file it with the other party. A grievance regarding a discharge of an employee must be filed in writing within five (5) days of the discharge. All other grievances must be filed in writing within thirty (30) days of the occurrence of the grievance or its discovery. The Company and the Union shall meet within ten (10) days after the written grievance is filed.

The Union may be represented by the workers' Grievance Committee at such meeting. If the grievance is not resolved in such meeting, the party receiving the grievance shall immediately give a written response to the other regarding its position, including reasons for denying the grievance. A Union representative may fully participate in all steps of the grievance procedure.

STEP THREE: If the grievance is not settled in Step 2, the grieving party may appeal the grievance to arbitration by giving written notice of its desire to arbitrate to the other party within thirty (30) days of the Step 2 meeting. The arbitrator shall consider and decide the grievance referred to him. In cases where more than one grievance is referred to arbitration, the arbitrator may hold consecutive hearings to expedite hearings. The arbitrator shall not have authority or jurisdiction to modify, add to, or detract from, or alter any provision of this Agreement. Within that limitation his authority shall include awarding back pay to employees for any loss of earnings from the Company, and awarding damages to the Company in appropriate circumstances. He also shall have the authority to apply this Agreement and order compliance by all parties with the terms of the Agreement. The arbitrator in his discretion may render a bench decision, or may allow briefs, but in any event shall issue a decision in writing to the parties within fifteen (15) days after the date of the close of the hearing. The decision of the arbitrator shall be binding on the Company, the Union and the workers. All expenses and salaries of the

arbitrator shall be born equally by the parties. Each party shall pay the cost of presenting its own case.

Section 3. Both the Company and the Union agree to a designated permanent arbitrator, _____.

If the arbitrator shall at any time be unable or refuses or fails to act, or he vacates his position, the Company and the Union shall immediately select his successor or substitute. If selection cannot be agreed upon, either the Union or the Company may request from the American Arbitration Association or the Federal Mediation and Conciliation Service a panel of eleven (11) arbitrators. After receipt of the list, the parties shall meet to select the arbitrator. If the parties cannot agree upon the selection, then they shall turn to the list of arbitrators received. The person to strike first shall be determined by a coin toss. The name remaining after each party has struck five (5) shall be the person designated as arbitrator. Every six (6) months, either party may request a new list of arbitrators and require a new meeting to select a new arbitrator.

Section 4. Grievances not filed or appealed within the time limits established in Section 2 shall be deemed waived. However, grievances dropped prior to arbitration shall be considered as withdrawn without prejudice to either party's position on similar matters in the future.

Section 5. The parties agree that the primary purpose of the grievance procedure is to resolve grievances as speedily as possible and to maintain good relations between the Union, the Company, and the workers. It is recognized that there are times and that there are certain issues that may arise, which make it in the best interest of all concerned to have a

resolution of the matter more quickly than provided in the above procedure. Accordingly, grievances 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) work days and the responding party will immediately provide its answer in writing, if it denies the grievance, setting forth the reasons for denial. The grieving party may then request, with notice to the responding party, that the grievance be referred to the arbitrator within three (3) work days from the written responsive answer. If such a grievance is presented to the arbitrator, it is agreed that it will take precedence, as to investigation, hearing date, and issuance of decision over any other case.

Section 6. The arbitrator may make a field examination in any case he deems it advisable.

Section 7. In the event of a claim that Article 27, No Strikes, has been violated, the Company may contact the arbitrator. The arbitrator shall immediately determine whether a violation has occurred. If the arbitrator determines that a violation has occurred, he shall order the employees to return to work immediately. This in no way alters the obligations of either party under the other provisions of this Agreement.

ARTICLE 6

DISCIPLINE AND DISCHARGE

Section 1. The Company shall have the sole right to discipline and discharge employees for just cause providing that in the exercise of this right it will not act in violation of the Agreement. Except as provided in Article 3, Section 10, no employee shall be disciplined or discharged without just cause.

Section 2. Prior to any disciplinary action or discharge, the Company shall notify the Steward or other Union official, and such Union representative shall have the right to be present when formal charges are made. Provided, however, if a situation occurs in a remote area, where the Company deems it necessary to take action and no Steward or Union representative is available, and after the Company has made a reasonable effort, including telephoning the Union's area office, if necessary, to notify a Steward or Union representative of the contemplated action, the Company may take action and must 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 workers involved and the Union within two (2) workdays after the date of the discharge or suspension. A letter which is postmarked within two (2) such workday periods shall be considered to be in compliance with this notice requirement. The time

limit for the initial filing of the grievance challenging a discharge under Article 5, Section 2, shall not begin to run until the Union receives this written notice.

Section 4. In relation to discipline, the Steward of the worker to be disciplined or other Union official shall have the right to interview the employee in private.

ARTICLE 7

RIGHT OF ACCESS TO COMPANY PROPERTY

Section 1. Duly authorized and designated representatives of the Union shall have the right of access to Company premises in connection with the conduct of normal Union affairs in administration of this Agreement. In the exercise of the foregoing, there shall be no unnecessary interference with the productive activities of the workers.

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

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

ARTICLE 8

NEW OR CHANGED JOBS

Section 1. New job classification, any other job classification not included in the pay scale of this Agreement, or changes in the operation of existing job classifications, shall be established and made effective by the Company in accordance with the following procedure. All references in this Article also refer to and include piece rates and incentives and minimum guarantees.

A. The Company shall notify the Union in advance of new job classifications not included in the pay scale of this Agreement, or of changes in operation of existing job classifications.

B. The Company and the Union shall meet within five (5) days after notices are received to negotiate the wage rates.

C. Whether or not the Union has agreed to the proposed rate, the Company may set the wage or piece rate in relation to the classifications and rates of pay in Appendix A and put the rate into effect after such notice.

Section 2. If the Company and the Union cannot reach an agreement with respect to the wages or piece rates applicable to the new or changed jobs either party may submit the matter to arbitration as provided for in Article 5, Section 2, of the Grievance and Arbitration Procedure. The scope of such arbitration shall be the establishment of the job classification, the job content and the job wage rate.

The wages or piece rates agreed upon or determined pursuant to arbitration as provided above shall be retroactive to the date when the new or changed job went into effect.

ARTICLE 9

LEAVES OF ABSENCE

Section 1. Any worker 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, whenever possible, must be given to the Company before the worker 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 Company at least two 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 one (1) worker for every ten (10) workers covered by this Agreement, i.e. up to 19 = 1 worker; 20 to 29 = 2 workers, etc.); 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 shall also be granted to workers by the Company upon workers applying to and being confirmed by the Company for any of the following reasons without loss of seniority:

- A. When the worker has been summoned for jury duty or has been subpoenaed as a witness in any court proceeding;
- B. Up to two years of illness or injury requiring absence from the job, provided, the worker provides upon request a doctor's certificate or other adequate evidence of such illness or injury; and
- C. For valid personal reasons, not to exceed thirty (30) days where prior notice specifying the reason is given to the Company.

All leaves of absence in excess of three (3) days shall be in writing on approved leave of absence forms pursuant to Appendix C provided by the Company. Such forms shall be signed by the Company representative, the worker requesting the leave, and by the Union Steward or other Union representative to signify receipt of the Union's copy. Leaves of absence as provided herein shall be extended by the Company for good cause shown if request for such an extension is made by the worker in writing, with a copy to the Union, prior to the termination of the original leave.

Leaves of absence schedules, under this Section, where more workers have applied for a leave of absence at the same time than can be spared by the Company, shall be allocated on the basis of seniority with the worker having the highest seniority having first preference for that leave of absence. However, where a worker requests an emergency leave, the Union and the

Company may agree to his/her leave in preference to that worker over other workers with higher seniority.

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

ARTICLE 10

MAINTENANCE OF STANDARDS

All practices relating to wages, hours of work, 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 11

SUPERVISORS AND BARGAINING UNIT WORK

Supervisors and other employees not included in the bargaining unit shall not perform any work covered by this Agreement except for instruction, training, and emergencies. This paragraph shall not be used as a basis for the purpose of avoiding recall of the bargaining unit workers from layoff or displacing bargaining unit workers from work they would normally perform.

ARTICLE 12

WORKER SECURITY

Section 1. Company agrees that any worker may refuse to pass through any picket line of another company and sanctioned by Union.

Section 2. No worker under this Agreement shall be required to perform work that normally would have been done by employees who are engaged in a strike.

Section 3. The provisions of Article 14, Health and Safety, Section 3, shall apply as written.

ARTICLE 13

RECORDS AND PAY PERIODS

Section 1. The Company shall keep full and accurate records, including total hours worked, piece rate or incentive rate records, total wages and total deductions. Workers shall be furnished a copy of the itemized deductions, hours worked, total units, and total wages each pay day. If the Company pays by piece rate in the future, the daily record of piece rate production for each crew shall, on request, be made available by the crew foreman for inspection by the steward or by any worker.

Section 2. The Union shall have the right, upon notice given to the Company, to examine time cards or field pay records kept by the foreman or other records that pertain to workers' compensation.

ARTICLE 14
HEALTH AND SAFETY

Section 1. The Company and the Union are interested in the health and safety of workers while working with the Company. It is understood and agreed that it is necessary in sophisticated farming practices today that the growers whose fruit is picked and packed by the Company 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 workers. In order to insure the protection of the workers from chemicals which are applied by other parties, the Company agrees to express his concern to its growers that the growers not use chemicals which are banned by law, including but not limited to DDT, DDD, DDE, Aldrin and Dieldrin. 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 Company 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. The Union shall cause to be formed a Health and Safety Committee (the "Committee") comprised of workers' representatives. The Committee may confer with the Company with respect to the formulation of rules and practices relating to the health and safety of the workers, including the use of tools and equipment as they may affect the health and safety of workers, and sanitary conditions.

Section 3. No worker under this Agreement will be required to work when in good faith he/she believes that to do so would immediately endanger his/her health or safety.

Section 4. There shall be adequate toilet facilities, separate for men and women in the field readily accessible to workers, that will be maintained by the Company in a clean and sanitary manner. These may be portable facilities and shall be maintained at the ratio of one for every thirty -five (35) workers or fraction thereof.

Section 5. Each place where there is work being performed shall be provided with suitable cool, potable drinking water convenient to workers. Individual paper drinking cups shall be provided.

Section 6. Adequate first aid supplies shall be provided for each crew and kept in clean and sanitary dust proof containers.

Section 7. Tools and equipment and protective garments necessary to perform the work and/or to safeguard the health of or to prevent injury to a worker's person shall be provided, maintained and paid for by the Company, such as but not limited to leather gloves.

Workers shall be responsible for returning all such equipment that was checked out to them, but shall not be responsible for breakage, unless it can be shown that the breakage is caused by a dishonest or willful act or by gross negligence, or for normal wear and tear. Workers shall be charged actual cost for such equipment broken as a result of a dishonest or willful act or by gross negligence. Workers shall give an authorization permitting a deduction for such equipment broken or not returned. Receipts for returned equipment shall be given the workers by the Company.

Section 8. Any violation of this Article shall be subject to the expedited grievance and arbitration procedure.

Section 9. Unless otherwise provided in this Article, 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.

ARTICLE 15

UNION LABEL

The parties recognize the value and importance of the Union Label. The parties wish to ensure that the public will not be defrauded by misuse of the Union Label. Presently, Company does not market any of its products in packages or containers which include the Company name, trademark, or logo. In the event Company markets any of its products in packages or containers which include the Company name, trademark, or logo, the parties agree as follows:

Section 1. Company will make available to the designated Union representatives, at Union's request:

Labels

1. Trademark registration.
2. Printing Source.
3. Number of labels used.

Section 2. The Union label and Union seal are and shall remain the sole property of the Union. During the term of this Agreement, Company shall be entitled to the use of said label or seal. It is agreed that during the term of this Agreement produce harvested by Union members and shipped by Company in packages or containers under its own labels shall bear the Union label or seal. In this regard Company shall not sell, transfer, or assign its right to use said label or seal except upon written permission of Union. The color, size and placement of the label or seal on particular packages or containers shall be determined by the Company.

Section 3. Security Clause: In the event of the Company's misuse of the Union label or seal on packages or units harvested by non-Union workers, it is recognized that such misuse will cause damages to the Union. In the event that the Union revokes the Union label or seal, it shall give reasonable notice to the Company and the Company agrees to return same forthwith or if same cannot be returned then on request of Union, the label or seal shall be completely obliterated on any package, container, or unit.

Section 4. Following of industry practice with respect to exchange of sizes, mixed cars, private labels or purchase of produce to fill an order shall not be considered "misuse" of the Union label or seal or a violation of any provision of this Agreement.

Section 5. Company agrees to give to Union upon request a record of the daily shipping reports.

ARTICLE 16

NO DISCRIMINATION

There shall be no discrimination against any worker because of race, age, creed, color, religion, sex, political belief, national origin, language spoken, or Union activity.

ARTICLE 17

BULLETIN BOARDS

The Company will provide a bulletin board of legal size clip board type for the use of the Union in posting notices, to be placed on the ~~portable toilet~~ which is provided for each crew, or in any such central location as shall be mutually agreed.

ARTICLE 18

INCOME TAX WITHHOLDING

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

ARTICLE 19

CREDIT UNION WITHHOLDING

Upon proper written authorization from a worker to the Company, deductions as provided for in such authorization shall be made by the Company for deposits to the credit of the worker with the Farm Workers Credit Union, and such money shall be forwarded every two weeks to that organization at P. O. Box 62, Keene, California 93531, or such other address as designated by the Administrator of the Fund; provided, however, that if a worker shall revoke an authorization once made, the revocation, which shall be in writing, shall continue in effect until the following September, after which time the worker may again make a written authorization for withholding.

ARTICLE 20

LOCATION OF COMPANY OPERATIONS

Upon the execution of this Agreement, the Company shall provide the Union with a map showing the locations, crops, and acres where the Company conducts its Nursery operations, and it shall notify the Union of any new locations during the life of this Agreement. Use of this information shall be subject to the provisions of Article 7 hereof, Right of Access.

ARTICLE 21

SUBCONTRACTING

Section 1. Subcontracting is permissible under this Agreement where workers in the bargaining unit covered by this Agreement do not have the skills to operate and maintain the equipment or perform work of a specialized nature.

Section 2. Subcontracting is permissible under this Agreement where the Company does not have the equipment to do the work being subcontracted. When the Company does subcontract pursuant to the terms of this provision, any worker of the subcontractor who actually operates or maintains the equipment shall not be covered by the terms of this Agreement. However, any worker of the subcontractor, other than those who actually operate or maintain the equipment, who work on the subcontracted job shall be covered by the terms of this Agreement.

Section 3. The Company shall notify the Union in advance of any subcontracting.

ARTICLE 22
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 23

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; in no event shall the fact that a portion of this Agreement be not applicable or illegal in accordance with such laws render the remainder of this Agreement ineffective or work a termination.

ARTICLE 24

SUCCESSOR CLAUSE

This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns. Successors and assigns for the purpose of this Article applies to a sale or other transfer of the business and ownership of the Company. A sale of assets, either in whole or in part, which does not involve continuation of the workers of the Company to operate such sold or transferred business or assets shall not be subject to the provisions of this Article.

By this Article the parties seek to define contractual rights and do not waive any statutory rights.

ARTICLE 25
FAMILY HOUSING

The Company and the United Farm Workers of America, AFL-CIO, recognize that one of the most serious needs of farm workers, particularly migrant farm families, who help produce food for the nation, is adequate family housing. It has been long known that families who follow the crops are required to move from two or three times a year. This creates hardship on families, particularly the children, who must readjust to new locations and new school patterns. It is mutually agreed by the Company and the Union that they will, when they are in agreement as to any particular piece of legislation, cooperate to encourage direct governmental action at the Federal, State, and County levels to plan, finance and construct public housing in important agricultural locations. The parties understand that the means and methods of action might vary.

ARTICLE 26

MANAGEMENT RIGHTS

Section 1. The Company retains all of its established, traditional and inherent rights of management except as expressly and explicitly modified by this Agreement. The parties agree that specific enumeration or illustration of the Company's management rights is unnecessary.

Section 2. The Company shall have the right to establish and post work rules and safety rules applicable to all workers.

Section 3. The Union shall have the right to appeal to the grievance procedure if the exercise of any of the management rights provided for in Section 1 above, or the establishment of work rules or safety rules provided for in Section 2 above, violates or conflicts with any other provision of this Agreement.

ARTICLE 27

NO STRIKES - NO LOCKOUTS

Section 1. There shall be no strikes, slowdowns, sit-downs, boycotts, or other interruptions of work by the Union, or by the workers covered by this Agreement during the term of this Agreement, but subject to the provisions of Article 12, Workers' Security. The Union will not authorize or approve any such activity. There shall be no lockout by the Company.

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 Company shall do everything within its power to end such prohibited activity.

ARTICLE 28

HOURS OF WORK AND OVERTIME

Section 1. Workers whom the Company assigns to work over eight (8) hours during any day shall be paid a ~~premium~~ ~~of thirty-five~~ (35) cents ~~for each hour~~ they are assigned to work ~~in excess of eight~~ (8) ~~hours~~ ~~but not more than ten~~ (10) ~~hours in any one~~.

Workers whom the ~~Company assigns to work over ten~~ (10) ~~hours in any day~~ shall be paid at the rate of ~~one and one-half~~ ~~(1½)~~ times ~~their regular rate~~ of pay or their average hourly piece rate earnings based on the preceding payroll week for all hours they are assigned to in excess of ten (10) in any one workday.

Section 2. Workers shall be paid at the rate of one and one-half (1½) times their regular rate of pay or their average hourly piece rate earnings based on the preceding payroll week for the first eight (8) hours they are assigned to work on their seventh (7th) consecutive work day and, thereafter, two (2) times their regular rate of pay or their average hourly piece rate earnings based on the preceding payroll week for all hours they are assigned to work in excess of eight (8) hours on such day.

Section 3. There shall be no pyramiding of overtime premium.

Section 4. Each worker shall be entitled to one (1) full day (24 hours) off work without pay during each payroll week. Insofar as possible, work shall be arranged so that each worker will have Sunday off.

Section 5. Mealtime breaks shall be one-half ($\frac{1}{2}$) hour and shall not be compensated for nor counted as hours worked.

Section 6. A worker shall receive the rate of his classification for all time worked, including time, if any, worked in a classification with a lesser rate of pay.

Section 7. When a worker performs work in a higher rated job, he shall be paid at the higher rate for all time worked on the higher rated job, but shall in any event not be paid such higher rate for less than one (1) hour in such day.

Section 8. ~~When a worker is working as a trainee in a higher rated job, he shall be paid for such training period at his regular rate of pay for a time period up to twenty-eight (28) continuous calendar days; if such worker qualifies for the higher rated job and retains it after the twenty-eight (28) continuous calendar days, he shall then be paid at the higher rate.~~

Section 9. Wage rates for specified job classifications are set forth in Appendix "A" attached hereto.

ARTICLE 29

REPORTING AND STANDBY TIME

Section 1. A worker 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. If a worker starts work and is furnished less than four (4) hours of work, he 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, governmental condemnation of crop, excessive moisture, refusal of workers to work, or other causes beyond the control of the Company.

Section 2. The Company shall make every effort to provide workers with a reporting time as close as possible to the actual work starting time.

Section 3. A worker shall be paid for all time he is required to remain on the job at his hourly rate, or his average piece rate earnings based on the preceding payroll week.

ARTICLE 30

VACATIONS

Section 1. Beginning with the effective date of this Agreement, the Company shall grant vacations with pay to eligible workers as specified below:

1. Workers who worked thirteen hundred (1300) hours in the prior calendar year shall be eligible for a one week paid vacation. Beginning in 1980, workers who have worked with the Company more than two years, and who work thirteen hundred (1300) hours in the prior calendar year shall be eligible for a two weeks paid vacation. Vacation pay shall be computed on the basis of the average number of hours worked per week at their regular rate of pay. Vacation pay shall be deemed earned and payable at the end of each calendar year. However, workers may choose to receive their vacation pay at any time during the calendar year. In the event a worker's seniority is broken according to Section 8, Article 4, prior to the end of the calendar year and he has fulfilled the hours worked requirement, then such worker's vacation pay is due and payable at the time he or she received his or her final paycheck.

Section 2. The employee who has qualified for a vacation shall be allowed time off, with the consent of the Company, as specified herein with no loss of seniority. If more workers want a particular vacation period than can be reasonably spared, the worker with the highest seniority shall have first preference for the vacation period.

Section 3. If Company and worker both agree a worker may waive his/her vacation time off, but shall receive their vacation pay in addition to their earnings for such period.

Section 4. Company agrees to provide Union upon signing of this Agreement a list of those workers the Company expects will qualify for a paid vacation in 1978 pursuant to Section 1 of this Article, and for whom the Company will not be making contributions to the Nagi Daifallah Farm Workers Pooled Vacation Plan. The Company will provide the Board of Trustees of the Nagi Daifallah Farm Workers Pooled Vacation Plan with an update on or about January 15 of each succeeding year thereafter. Such list will include the worker's name, social security number, current home address and job classification. In the event such workers should fail to qualify for vacation pay pursuant to Section 1, the Company shall pay to such workers, in a lump sum, five (5) cents per hour for every hour worked during that year.

Section 5. In the event a worker, for whom the Company has been making payments to the Nagi Daifallah Farm Workers Pooled Vacation Plan qualifies for a regular vacation pursuant to Section 1 of this Article, the Company shall be entitled to deduct from such workers' vacation check the amount contributed to the Nagi Daifallah Farm Workers Pooled Vacation Fund on the workers' behalf. Company shall advise the worker of the reasons for such deduction and of how to apply to the Nagi Daifallah Farm Workers Pooled Vacation Plan for the remainder of his vacation benefits.

Section 6. Company and Union agree that those workers presently employed by Company who have worked 1300 hours or more during calendar 1977 shall be eligible for one (1) week paid vacation computed as stated in Section 1,(1) of this Article. Company shall pay such workers said vacation within thirty (30) days of the signing of this Agreement.

ARTICLE 30-A

NAGI DAIFALLAH FARM WORKERS POOLED VACATION PLAN

Section 1. The Company shall, effective the date of this Agreement, contribute to the Nagi Daifallah Farm Workers Pooled Vacation Plan five (5) cents for each hour worked by workers who do not qualify for regular vacation pay from the Company, pursuant to Article 30.

Section 2. All contributions due herein shall be computed every two weeks for every worker covered by this vacation plan. In conjunction therewith, a summary report will be submitted every two (2) weeks on the date workers are paid covering the payroll for which contributions are due. The report shall include the worker's name, social security number, total hours worked by the workers, total number of workers, and amount of contributions.

Section 3. The monies and summary report shall be remitted to the Nagi Daifallah Farm Workers Pooled Vacation Plan, Post Office Box 39164, San Francisco, California 94139.

ARTICLE 31

HOLIDAYS

Section 1. Commencing with the effective date of this Agreement, ~~the Fourth of July, Christmas, and New Year's Day,~~ shall be ~~paid~~ holidays.

Holiday pay shall be eight (8) hours of pay at the worker's hourly rate. If the worker works piece rate, said worker's holiday pay shall be eight (8) hours of pay at the worker's hourly average pay earned during the payroll week immediately preceding the week in which the holiday falls, unless the worker did not work during such week in which event his/her holiday pay shall be based on the hourly average earned during the payroll period worked preceding the holiday.

Section 2. To be eligible for a paid holiday, a worker must 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.

Section 3. The following shall be recognized as ~~unpaid~~ holidays under the terms of this Agreement: ~~Labour Day, Thanks-~~

Section 4. Any work performed on the above listed holidays shall be paid for at the rate of one and one-half (1½) times the regular rate of pay and shall be in addition to the worker's holiday pay.

Section 5. When a holiday falls on Sunday, the following Monday shall be observed as a holiday.

ARTICLE 32

CITIZENSHIP PARTICIPATION DAY

Section 1. The second Sunday of February of each year during the term of this Agreement shall be designated as "Citizenship Participation Day." All workers on "Citizenship Participation Day" shall receive eight (8) hours' pay at their regular straight-time hourly rate. Such eight (8) hours' pay shall be in addition to any pay due the worker if he or she is required to work on "Citizenship Participation Day." Upon receipt of proper written authorization from the workers, the Company shall deduct from such worker's wages the pay received for "Citizenship Participation Day" and the Company shall remit such a sum to the "Citizenship Participation Day" Committee of the United Farm Workers of America, AFL-CIO, for allocation as designated by the worker. In the event any worker works on "Citizenship Participation Day" the Company shall not deduct any pay due him or her for working on such day.

Section 2. The Company shall prepare a summary report containing the names and social security numbers of each and all workers on the Company's payroll for the week preceding "Citizenship Participation Day." This report shall also include the following data relative to each worker; total hours worked, hourly rate, gross pay, an accounting for all monies deducted pursuant to this article and totals for all workers shall be included.

Section 3. Said report and monies shall be remitted to the "Citizenship Participation Day" Committee of the United Farm Workers of America, AFL-CIO, Post Office Box 62, Keene, California 93531 by the twenty-fifth (25th) of the month following the Sunday designated in this Agreement.

Section 4. Union shall indemnify and hold the Company harmless from and against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the Company for the purpose of compliance with the above, provided, however, that each party will pay their respective legal costs.

ARTICLE 33

ROBERT F. KENNEDY FARM WORKERS MEDICAL PLAN

Section 1. The Company shall, beginning May 17, 1978, contribute to the Robert F. Kennedy Farm Workers Medical Plan sixteen and one-half cents (16½¢) per hour for each hour worked for all workers covered by this Agreement.

Section 2. All contributions due herein shall be computed every two weeks for every worker covered by this Agreement. In conjunction therewith, a summary report will be submitted every two weeks on the date workers are paid covering the two(2) week payroll period for which contributions are due. The summary report shall include the workers' names, social security numbers, total hours worked by workers, total number of workers and amount of contributions.

Section 3. The monies and summary report shall be remitted to the Robert F. Kennedy Farm Workers Medical Plan, Post Office Box 92169, Los Angeles, California 90009, or such other address as designated by the Administrator of the Fund.

ARTICLE 34

JUAN DE LA CRUZ FARM WORKERS PENSION FUND

Section 1. The Company shall, effective the date of this Agreement, contribute to the Juan de la Cruz Farm Workers Pension Fund, fifteen (15) cents per hour for each hour worked by all workers covered by this Agreement.

Section 2. Contributions to be made by the Company pursuant to this Article shall be deposited into and remain in an interest bearing trust account until such time as a formal pension plan has been developed for farm workers by Union and the Internal Revenue Service has issued an advance determination that such plan meets the requirements of Part 1, Subchapter D of Chapter 1 of the Internal Revenue Code of 1954. Upon receipt of a copy of such advance determination, the Company shall promptly take all actions required to be performed by it in order to cause such impounded contributions to be transmitted to the plan trustees.

Section 3. All contributions due herein shall be remitted every two (2) weeks for every worker covered by this Agreement. In conjunction therewith, a summary report will be submitted every two weeks covering the payroll periods for which contributions are due. Summary report shall include the workers' names, social security numbers, total hours worked by workers, total number of workers and amount of contributions.

Section 4. The monies and a summary report shall be remitted to the Juan de la Cruz Farm Workers Pension Fund, Post Office Box 39122, San Francisco, California 94139, or such other address as designated by the Administrator of the fund.

ARTICLE 35

MARTIN LUTHER KING FUND

Section 1. The Company shall, effective the date of this Agreement, contribute to the Martin Luther King Fund five cents (5¢) per hour for each hour worked by all workers covered by this Agreement. Expenditures or investments of contributions shall be solely restricted to those charitable and educational purposes for which federal tax exempt status has been granted to the Fund. The contributions shall not be expended to the detriment of the Company. The Martin Luther King Fund shall obtain and maintain federal tax exemption and all contributions by the Company shall be deductible under the Internal Revenue Code.

Section 2. All contributions due herein shall be remitted every two weeks for every worker covered by this Agreement. In conjunction therewith, a summary report will be submitted every two weeks covering the payroll period for which contributions are due. The summary report shall include the workers' name, social security number, total hours worked by workers, total number of workers and amount of contributions.

Section 3. The monies and a summary report shall be remitted to the Martin Luther King Fund, Post Office Box 80762, Los Angeles, California 90080, or such other address as designated by the Administrator of the Fund.

ARTICLE 36

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), a worker who has worked for the Company at least five (5) days, including days off on excused absences, during the two (2) weeks preceding the week of the funeral will be paid what he would have earned had he been working for the Company, not to exceed three (3) days. The Company may require a death certificate or other evidence of death.

ARTICLE 37

JURY DUTY AND WITNESS PAY

Section 1. A worker who has worked for the Company at least five (5) days during the two (2) weeks preceding the week in which he is summoned to appear to serve on a jury or as a witness in a judicial or administrative hearing not between the parties shall be eligible for pay if he misses work as a result of such service.

Section 2. The Company shall pay a worker eligible for jury duty or witness pay an amount equal to the difference between the amount of pay he would have received from the Company for all of his scheduled work hours and the amount he received for complying with the summons. To receive pay under this provision the worker must provide the Company with the summons for his appearance and documentary evidence of the amount of fees received for performing such service.

ARTICLE 38

REST PERIODS

Workers shall have paid rest periods of fifteen (15) minutes in the morning and ten (10) minutes in the afternoon which, insofar as practical, shall be in the middle of each four (4) hour work period or major fraction thereof.

ARTICLE 39
MECHANIZATION

Section 1. The Company 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 and 3 of this Article.

Section 2. In the event the Company anticipates the mechanization of any operation of the Company that will ~~permanently displace~~ workers, the Company 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 Company, the training of such workers for other jobs with the Company, or the placing of such workers on a preferential hiring list which the Company and the Union will use in conjunction with Article 3, Hiring.

Section 3. If the Company anticipates mechanization of its operation which will ~~permanently displace more than~~ ~~twenty-five~~ (25%) percent of its workers, it shall notify the Union and, upon request, bargain with the Union prior to the introduction of such mechanical equipment. If the parties cannot agree on the introduction of such equipment, the Company shall have the right to utilize it and the Union shall have the right to strike, notwithstanding the provisions of Article 27, No Strikes - No Lockouts.

ARTICLE 40
REPORTS TO UNION

Every two (2) weeks, not later than five (5) days after the day designated as payday, the Company shall transmit to the Union by ordinary mail a report which shall set forth the following information with respect to each worker on the Company's payroll for the pay period in question:

Payroll period

Full name of worker

Social security number

Job classification (G = Gardener; K = Crane operator;
GL = General labor; GL/T = General Labor/Tract
GL/D = General Labor/Truck)

Hours worked

Total units

Rate per unit

Gross wages

Deductions:

FICA

SDI

State Income Tax

Federal Income Tax

Union Dues

Other Union Assessments

Net Wages

Amount contributed by Company for RFK Plan

Amount contributed by Company for JDLC Fund

Amount contributed by Company for MLK Fund

Amount contributed by Company for NDFWPVP Fund

Additionally, the report shall include the following totals:

Total number of all hours worked by all workers

Total number of workers

Total number of units for all workers

Total gross wages of all workers

Total amount of Union dues for all workers

Total amount of RPK Medical Plan contribution

Total amount of JDLC Pension Fund contribution

Total amount of MLK Fund contribution

Total amount of NDFWPVP Fund Contribution

The transmission of this report shall constitute compliance with all of the reporting requirements of this Contract.

The transmission of this report shall not constitute waiver of notice and time requirements where the notice or time requirements in other portions of this Agreement may be inconsistent with this Article.

ARTICLE 41

DURATION OF AGREEMENT

This Agreement shall be in full force and effect from May 17, 1978 to and including May 16, 1981. This Agreement shall automatically renew itself upon expiration of this Agreement unless either of the parties shall have given notice in writing to the other party sixty (60) days prior to the expiration, requesting negotiations for a new Agreement, together with thirty (30) days prior written notice to the State Conciliation Service. During this sixty (60) day period all terms and conditions of this contract shall remain in full force and effect.

Executed this 17th day of May 1978.

UNITED FARM WORKERS
OF AMERICA, AFL-CIO

BY:

Cesar E. Chavez
Cesar E. Chavez

Gilbert Padilla
Gilbert Padilla

Ruth Shy
Ruth Shy

Antonio Gallegos
Antonio Gallegos

Francisco Servin
Francisco Servin

Nicolás Garcia

Josely Ramirez
Angel Rodriguez

DUNLAP NURSERY

BY:

Dan Dunlap
Dan Dunlap

Mario Lugo
Mario Lugo

Thomas Slovak
Thomas Slovak

A P P E N D I X A

WAGES AND JOB CLASSIFICATIONS

	<u>5/17/78</u>	<u>5/17/79</u>	<u>5/17/80</u>
General Labor	\$3.35	\$3.55	\$3.76
Gardener	3.35	3.55	3.76
*Tractor/Truck Driver	3.55	3.76	3.99
Crane Operator	3.95	4.29	4.44

*No worker will receive this rate year-round at this time since the Company does not provide year-round tractor/truck work; but any worker who does any work described under the classification Tractor/Truck Driver will receive the above rate for the time spent on such job, subject to the provisions of Article 28, Hours of Work and Overtime.

A P P E N D I X B

DUNLAP NURSERY

AND

UNITED FARM WORKERS OF AMERICA, AFL-CIO

NAME _____

Date _____

Social Security # _____

Seniority Date _____

N O T I C E O F R E C A L L

In accordance with Article 4 of the contract between DUNLAP NURSERY and the UFW, you are hereby notified to report to _____ location/foreman

on _____ at _____ AM.
date

To verify this date in case of any change, call the Dunlap Nursery office (399-5187) or the UFW office (398-6179) two (2) days beforehand.

Please bring your social security card. Failure to report to work may result in loss of seniority under Article 4, Section 2 of the Dunlap Nursery/UFW contract.

Employer

A P P E N D I X C

DUNLAP NURSERY

AND

UNITED FARM WORKERS OF AMERICA, AFL-CIO

L E A V E O F A B S E N C E

This is to certify that (name) _____ (SS#) _____
has been granted a leave of absence from _____ to _____,
for the following reasons: _____

Foreman/Company Representative

Date

Person Requesting Leave

Union Steward

A P P E N D I X D

JOB DESCRIPTIONS

General Labor: Digging, loading, unloading, pruning, hauling leaves, weeding, tractor driving without tool but including trailer, burning and other miscellaneous duties not contained in other job descriptions; or any new or changed operations that may be subject to Article 18, New or Changed Operations.

Tractor Driver: Driving tractor with tool including but not limited to disc, plows, and weed spraying rig.

Truck Driver: Driving truck to move trees from field to house or working roads, but not to include driving truck to carry workers to work site or to run errands.

Crane Operator: Operating crane to remove trees from ground and other crane work.

Gardener: Hoeing, weeding, watering, fertilizing the garden area, and other incidental general labor work.

SUPPLEMENTAL AGREEMENT

BETWEEN

DUNLAP NURSERY

AND

UNITED FARM WORKERS OF AMERICA, AFL-CIO

RE: Article 1, Recognition

It is recognized that Company in order to fill out orders to buy trees at an advantageous price, can and will purchase palm trees from third parties. Often these trees are dug up and delivered to the Company or to Company's customer by employees of said third parties. At other times, employees covered hereby will perform any and/or all of these tasks. The parties recognize that if Company's employees perform said work, this Agreement shall apply to that work. If said third parties' employees perform said work, this Agreement shall not apply to that work.

RE: Article 5, Grievance and Arbitration

In applying Article 5, Section 9, Grievance and Arbitration, it is understood that the seven and one half (7½) hours of released time to members of the Ranch and Grievance Committees and Stewards is a total amount of time for all of the members of both committees and Stewards. Thus, for example, if three (3) members of the Grievance Committee and two (2) other members of the Ranch Committee and one (1) Steward spend one hour during working hours in a grievance meeting, this shall be counted as six (6) hours.

RE: Article 10, Maintenance of Standards

It is understood and agreed by the Parties, that despite the provisions of Article 10, Maintenance of Standards, the Company may pursuant to Article 26, Management Rights, for legitimate business reasons, change or eliminate a local working condition, if, as the result of action taken by the Company, the basis for the existence of the local working condition is changed or eliminated, thereby making it unnecessary to continue such local working condition, provided, however, that if such a change or elimination is made by the Company, any affected worker shall have recourse to the Grievance Procedure and Arbitration, if necessary, to have the Company justify its actions. The Company shall not discontinue a local working condition as a result of the signing of the Agreement.

The Company shall not be required to make advances to workers as a standard to be maintained, but may do so on a voluntary basis.

RE: Article 14, Health and Safety

The Company agrees that all equipment such as but not limited to ladders, shall be kept in good repair.

RE: Article 31, Holidays

It is agreed that during the first year of this Agreement, the Fourth of July shall be recognized as an unpaid holiday under the terms of this Agreement.

RE: Articles 33, 34, and 35

The Company recognizes its obligations under the Collective Bargaining Agreement to make contributions to the following funds:

1. Robert F. Kennedy Fund
2. Martin Luther King Fund
3. Juan de la Cruz Fund

according to Articles 33, 34, and 35 of the Collective Bargaining Agreement.

The Company further agrees to pay an increase to these funds which shall be equal to the rate agreed upon by the Vegetable Master Agreement employers who hold contracts with the United Farm Workers Union, in the event such rates are increased on December 1, 1978. The Company's obligation to meet any increase in such contributions shall not commence prior to December 1, 1978, but on the date the other employers increase such payments.

Executed this 17th day of May 1978.

UNITED FARM WORKERS
OF AMERICA, AFL-CIO

DUNLAP NURSERY

BY: 

BY: 

LETTER OF UNDERSTANDING

BETWEEN

DUNLAP NURSERY

AND

UNITED FARM WORKERS OF AMERICA, AFL-CIO

15.5¢
Company and Union agree that the Company shall pay each worker forty-five cents (45¢) for each hour he has worked beginning on March '29, 1978 to and including May 16, 1978. Said total amount shall be paid to each worker within thirty (30) days of the signing of this Agreement.

Executed this 17th day of May 1978.

UNITED FARM WORKERS
OF AMERICA, AFL-CIO

DUNLAP NURSERY

BY:

Ruth Ahy

BY:

[Signature]

LETTER OF UNDERSTANDING

BETWEEN

DUNLAP NURSERY

AND

UNITED FARM WORKERS OF AMERICA, AFL-CIO

The parties recognize that the Company presently does not utilize piece rates. Language pertaining to piece rates has been inserted in this Agreement so that if the Company later wishes to establish piece rates, and piece rates are agreed upon, the balance of this Agreement will not have to be renegotiated to insert language consistent with payment of wages by piece rates.

Executed this 17th day of May 1978.

UNITED FARM WORKERS
OF AMERICA, AFL-CIO

DUNLAP NURSERY

BY: *Ruth Shy*

Antonio Gallaga

BY: *[Signature]*

LETTER OF UNDERSTANDING

BETWEEN

DUNLAP NURSERY

AND

UNITED FARM WORKERS OF AMERICA, AFL-CIO

The Company, because of its limited agricultural operations has, as a matter of existing historical practices utilized a supervisory personnel to perform bargaining unit work and therefore may continue such practice under the following conditions:

The number of supervisory personnel covered by this side letter shall be limited to one (1). The name listed herein is the one presently working and includes his date of hire. Company agrees to notify Union when name of present supervisory personnel listed below changes and to furnish Union the name and date of hire of said supervisor.

Company shall pay to the Union an amount equal to dues which would otherwise be due pursuant to the Union Security article of this Agreement were such supervisor a bargaining unit member. The dues equivalent that a supervisor will pay shall be defined as two percent (2%) of the gross wages earned by the highest rated job classification in the bargaining unit based on the hours in a regular work week, forty (40) hours.

The following supervisory personnel is the one currently authorized to perform the bargaining unit work, and this supervisor is not a part of the bargaining unit.

Name

Date of Hire

Link Tatum

Prior 1962

BENJAMIN REYES SR.

MAY 1976

Executed this 17th day of May 1978

United Farm Workers
of America, AFL-CIO

Dunlap Nursery

By: Ruth Sky

By: W. B. Dunlap

Antonio Gallegos

LETTER OF UNDERSTANDING

BETWEEN

DUNLAP NURSERY

AND

UNITED FARM WORKERS OF AMERICA, AFL-CIO

In recognition of the fact that Company operates the majority of its business covered by this Agreement by growing palm trees in one contiguous block adjacent to and intermingled with crops and farm operations of employers not covered by this Agreement, the parties understand that the recognition of the workers' ability to refuse to cross a picket line does not include refusal to cross a picket line of these other employers adjacent to and intermingled with Dunlap Nursery located on Highway 111, Thermal, California.

Executed this 17th day of May 1978.

UNITED FARM WORKERS
OF AMERICA, AFL-CIO

BY: *Ruth M. [unclear]*
Antonio Gallaga

DUNLAP NURSERY

BY: *[Signature]*