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LACOR AGREEMENT

eggcity1984.xml

## I N D E X

### UNITED FARM WORKERS OF AMERICA AFL-CIO

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TERM:

January 29, 1984 through September 1, 1985



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F. The Company will make known to all supervisors and officers its policies and commitments as set forth above with respect to recognition of the Union and will not discourage workers in the bargaining unit from giving utmost consideration to supporting and participating in collective bargaining and contract administration functions.

G. The Union agrees that this Agreement shall not be transferred nor assigned to any other labor organization or group or entity.

ARTICLE 2.

UNION SECURITY

A. 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 their employment, or the effective 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 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.

B. The Company agrees to furnish to the Union in writing, within two (2) weeks after the execution of this Agreement, a list of its workers giving their names, addresses, social security numbers and job classifications.

C. 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 the worker, directing the Company to make such deductions. The Company shall make such deductions from the worker's pay for the payroll period in which it is submitted, provided that it is submitted in advance of the close of the pay period, and periodically thereafter as specified on authorization so long as such authorization is in effect and shall remit monies as agreed in Article 29: "Reporting Dues and Contributions."



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D. 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.

E. 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

A. The Company and the Union agree that the Company may continue to use its present central facility located at the main office.

B. The Company shall follow a centralized hiring procedure, designate a person or persons with the exclusive authority to hire new employees at such location. Neither supervisors nor foremen shall have the authority to hire new employees or effectively recommend so.

C. Before the Company hires new employees, the Company agrees to first recall all workers with seniority, in accordance with the provisions of Article 4, Seniority.

D. The Company will review job applications and shall maintain such applications on file for at least three (3) months. The Company will notify the Ranch Committee in writing of the times applications are being accepted.

E. Such hiring procedure shall be as follows:

1. Hours of business for accepting job applications when jobs are available and hiring at the hiring facility shall be regular, uniform and convenient to all persons. Such regular hiring hours shall be from 8:30 a.m. to 4:30 p.m. during Company business hours.
2. Before being hired, a person desiring work shall fill out the job application provided by the Company at the hiring facility.
3. Hiring will be based on skill and experience when possible, for available job positions.



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4. The name of each employee hired and his date of hire, department and classification shall be furnished to the Ranch Committee within five (5) days of his employment.
5. Upon request by the Union, the Company will provide in writing the reasons for rejection of any particular applicant.

F. At the time of hiring, the Company shall comply with its responsibilities contained in Article 2, Union Security. The Company will be responsible and assist new employees to complete and sign the Union Membership Application and Dues Checkoff authorization cards upon the day of hire, but in any event no later than immediately following five (5) continual days from the beginning of employment. The Company will immediately give a copy of the dues checkoff authorization card to the worker, retain the original for its use pursuant to Article 2, Union Security, and immediately remit the third copy along with the completed membership application to the Union. The Company shall notify the Union within five (5) days of the date of hire, the names, addresses, social security numbers, job classifications, and departments of all new workers. A copy of such notification shall be supplied to the Ranch Committee.

G. The Company agrees that there shall be no discrimination against any prospective employee when hiring, pursuant to Article 10, "No Discrimination" for Union Membership or Union Activity.

ARTICLE 4.

SENIORITY

A. Seniority shall be defined as the total length of continuous service with the Company. Seniority shall not apply to a worker until he has been employed by the Company for twenty (20) days. During said twenty (20) day period, supervisors will fully explain the job duties and requirements. A worker shall be given a fair opportunity to demonstrate his performance. The supervisor shall point out the worker's mistakes in order to help him learn the job. Workers may be discharged by the Company during said twenty (20) day period without recourse to the grievance procedure. Egg Gatherers may be terminated for poor work performance for an additional ten (10) day period of employment and will not have recourse to the grievance and arbitration procedures of this Agreement. Records of Egg Gatherers who are terminated during the additional ten (10) day probationary period, may be viewed by the Union to support poor work performance. However, the Company shall not discharge a worker because of his Union Membership or Union



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activities or other discrimination as provided in Article 10, No Discrimination. Seniority shall commence upon the completion of the probationary period, whereupon the individual shall be considered a seniority worker with seniority dating back to his original date of hire or re-hire.

B. In the reduction of the work force due to slackness of work or any other reasons, the least senior worker in the Department and classification shall be the first worker laid off. The worker laid off can use his Company seniority to bump the worker with the least Company seniority providing the employee can perform the work. In recalling, the last worker laid off in the Department and classifications shall be the first worker recalled. The Company will notify the worker, being recalled to the Department, by certified letter sent to the worker's last known address. The Company will notify the Ranch Committee, in writing, the names of the workers being recalled and the worker must present himself for work within five (5) days from the postmark date of the certified letter from the Company. Failure of such worker to present himself within said five (5) days shall cancel his seniority. When recall letters sent to workers are returned to the Company with Postal Service notification of non-delivery, the Union shall be notified of worker's name and the address from which letter was returned. The Company shall make available to the Union any returned letter and envelope upon request.

C. Seniority shall be considered broken by:

- (1) Discharge for just cause.
- (2) Resignation or voluntary quit.
- (3) Failure on the part of a worker to perform any work covered by this Agreement for a period of one (1) year or longer, unless on an authorized leave of absence.
- (4) Unexcused failure to report for work for any successive three (3) scheduled working days. This provision shall be limited to once per year and cannot be tacked onto a leave of absence or vacation.
- (5) Failure to return from an authorized leave of absence or vacation upon the required working day.
- (6) Promotion of a worker to a supervisory or other position within the Company outside the bargaining unit.

The Company will provide to the Union the name, Department and date seniority was broken for each worker pursuant to this section within three (3) days after the close of the payroll period.



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D. All workers are to be given written notice either in person or through notice posted on a bulletin board of impending layoff as soon as possible, but in no event later than two (2) days before the layoff.

E. When a permanent job vacancy occurs, the position will be posted by the Company on all bulletin boards for three (3) days before being filled. A copy of such posting will be provided to the Ranch Committee. First preference to award the position will be given in the department. Vacancies created by the successful promotion of a worker or workers will be awarded from promotional bids. Employees will be limited to one (1) successful non-promotional bid per year.

F. The senior worker, provided the worker is able to do the work properly, will be selected by the Company to fill the job openings described in paragraph E above. In such cases the supervisor will fully explain the job duties and requirements and give the worker a minimum of one (1) day up to four (4) days to meet the job requirements. The Company will advise the employee in writing of the reason for denial of promotion. If such worker cannot meet the job requirements, he shall return to his former classification and rate and the Company will select the next most senior employee, provided the worker is able to do the work properly and the supervisor will fully explain the job duties and requirements and give the worker up to four (4) days to meet the job requirements. The selection procedure will be repeated until the posted list has been exhausted.

G. The Company shall maintain a current seniority list at all times, which shall be supplied to the Union representative and Ranch Committee every three (3) months. Workers' names shall be placed on the current seniority list in the order of date of employment or re-employment following a voluntary quit or discharge. The seniority list shall be posted on the bulletin boards.

ARTICLE 5.

GOOD FAITH CLAUSE

The parties agree to meet, discuss and do everything within their power to resolve in good faith, any dispute or controversy which arises between the Company and a worker, a group of workers, or the Union, and which is not specifically covered by the terms of this Collective Bargaining Agreement. All parties agree to do their utmost to create a harmonious relationship.



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ARTICLE 6.

GRIEVANCE AND ARBITRATION PROCEDURE

A. Any controversy, dispute or disagreement of any nature involving the interpretation or application of this Agreement which arises between the Company and the Union, or any claim by a worker or group of workers which arises under the terms of this Agreement, shall be subject to this Grievance and Arbitration Procedure. This Procedure shall be the exclusive means for handling and resolving any disputes arising hereunder, and no other means shall be utilized until this Grievance and Arbitration Procedure has been exhausted.

B. The Company agrees to cooperate to make Union Stewards available to perform their functions under this Agreement.

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

D. FIRST STEP. Any grievance arising under this Agreement shall be discussed between the Company's supervisor and the employee with or without the Union Steward within five (5) working days of the incident. They shall use their best faith efforts to resolve the grievance. The responding party shall respond to the grievance verbally within three (3) working days of the First Step meeting. If the grievance is not resolved, the grieving party shall reduce the grievance to writing setting forth the nature of the grievance and submit it to the Second Step within five (5) working days of the First Step response. A grievance regarding a discharge of an employee must be filed in writing within five (5) working days of the discharge.

E. SECOND STEP. Any grievance not resolved in the First Step and submitted in writing shall be discussed in a meeting between the Company's department head and the employee with the Union Steward within five (5) working days of the grievance being submitted in writing. The responding party shall respond to the grievance in writing within three (3) working days of the Second Step meeting. If the grievance is not resolved, it shall be referred to the Third Step within five (5) working days of receipt of the Second Step response.

F. THIRD STEP. Any grievance not resolved in the Second Step shall be discussed in a meeting between the designated Company representative(s) and the Union Grievance Committee within five (5) working days of receiving the grievance for Third Step. A Union Representative may fully participate in the Third Step grievance meeting. If the grievance is not





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resolved in such meeting, the responding party shall respond to the grievance in writing within three (3) working days of the Third Step meeting. If the responding party fails to provide its written response within three (3) working days, the grievance shall be deemed resolved in the grieving party's favor.

The Second and Third Step grievance meetings shall take place during working hours at no loss of pay to the Steward(s) and Grievance Committee members. However, the total amount of paid time allotted to the Stewards and Grievance Committee members shall not exceed twenty-eight (28) manhours in any one calendar month, unless the Company requests additional meeting time during working hours. A Steward who is a piece rate worker shall be compensated at the general labor hourly rate for time spent in such meetings provided that the Steward's total earnings for that day shall equal his average daily earnings for the prior five (5) working days or he shall be paid his actual piece rate for that day, whichever is greater.

Written responses in Second Step and Third Step shall detail the reason(s) for denial of the grievance as best that can be determined at the time.

For purposes of this Article, "working days" shall not include Saturday, Sunday or holidays.

G. FOURTH STEP. If the foregoing fails to produce settlement, the grieving party may appeal the grievance to arbitration by giving written notice to the other party of its desire to arbitrate within fifteen (15) working days of the written response provided in the Third Step above. Failure to comply with this time limit shall automatically waive the grievance. The parties shall designate five (5) persons who will serve as a panel of Permanent Arbitrators during the term of this Agreement. The appointment of any Permanent Arbitrator on the panel may be terminated by either party upon thirty (30) days written notice to the other party; and, in such case, said arbitrator shall have authority to render decisions only in those cases for which the hearings are held prior to the termination of his appointment. If either party terminates the appointment of a Permanent Arbitrator as specified herein, or a Permanent Arbitrator voluntarily withdraws his service during the term of this Agreement, the parties shall designate a replacement.

H. Within ten (10) days of the receiving party's receipt of notice of intent to arbitrate, the parties shall meet to select the Arbitrator from the panel of Permanent Arbitrators who shall head the grievance(s). A coin toss will determine which party strikes the first name from the panel of Permanent Arbitrators. The parties shall alternately strike names until one Arbitrator remains. If only one Permanent



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Arbitrator remains on the panel when an Arbitrator is needed, he shall serve as Arbitrator and the name striking process shall not apply.

I. In the event that all five (5) members of the panel of Permanent Arbitrators are terminated by the parties or voluntarily withdraw their services, and the parties are unable to agree on replacements, the parties shall request a list of eleven (11) Arbitrators from the Federal Mediation and Conciliation Service or from the American Arbitration Association, and the parties shall meet to select the Arbitrator within seven (7) days of receipt of the list. A coin toss will determine which party strikes the first name from the list. The parties shall alternately strike names and the name remaining after each party has struck five (5) names shall be the person designated as Arbitrator.

J. If the Arbitrator is selected from the panel of Permanent Arbitrators, he shall be notified of his selection, and he shall set a hearing date within thirty (30) days of such notification. If he is unable to set a hearing date within this thirty (30) day period, he shall advise the parties of his earliest available hearing date. The parties may then agree to accept this hearing date, or either party may request that the selection process from the panel of Permanent Arbitrators be repeated.

K. If the panel of Permanent Arbitrators has been exhausted, and the Arbitrator is selected from a list provided by the Federal Mediation and Conciliation Service or the American Arbitration Association, he shall be notified of his selection, and he shall set a hearing date within thirty (30) days of such notification. If he is unable to set a hearing date within this thirty (30) day period, he shall advise the parties of his earliest available hearing date. The parties may then agree to accept this hearing date, or either party may request that a new list of Arbitrators be furnished by the Federal Mediation and Conciliation Service or the American Arbitration Association and the selection process repeated.

L. The Arbitrator shall consider and decide the grievance(s) referred to him. The parties may agree to refer more than one grievance to the same arbitrator to be heard at the same hearing. The power and authority of the arbitrator shall be limited to the question presented to him and he shall have no power to alter, modify, amend, add to, or detract from, any terms of this Agreement. Within said limitation, among other things, he shall have authority to award back pay for any loss of earnings from the Company including the right to revoke any form of discipline including discharge. The Arbitrator shall have access to the Company's property if necessary.



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M.

The Arbitrator shall render his decision in writing to the parties within fifteen (15) calendar days of the close of the hearing or, if written briefs are filed, within fifteen (15) calendar days of the filing date of said briefs.

N.

The decision of the Arbitrator shall be final and binding on the Company, the Union and the Workers.

O.

The costs and expenses of the Arbitrator, a translator, and the hearing facilities, shall be borne equally by the parties. Each party shall pay the cost of presenting its own case. The cost of a court reporter shall be borne by the requesting party, unless the parties agree to share the cost.

P.

Nothing in this Article shall be deemed to preclude the Trustees/Directors of the Robert F. Kennedy Farm Workers Medical Plan, Martin Luther King, Jr. Farm Workers Fund, and Juan De La Cruz Farm Workers Pension Fund from enforcing contributions due to these funds under this Agreement by means of litigation.

#### ARTICLE 7.

#### NO STRIKE - NO LOCKOUTS

A.

During the term of this Agreement, there shall be no strikes, slowdowns, picketing, boycotts or interruptions of work by the Union nor shall there be any lockout by the Company.

B.

If any of said events occur, the officers and representatives of the Union and/or the Company, as the case may be, shall do everything within their power to end or avert such activity.

C.

In accordance with the provisions of Article 6, Discipline and Discharge, a worker(s) who violate(s) the provisions of this Article is (are) subject to discipline or discharge by the Company.

#### ARTICLE 8.

#### RIGHT TO ACCESS

A.

Authorized agents of the Union shall have access to the Company's premises during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the Company's working schedule, and provided further, that the Union representative shall notify the office at the time of entering the Company's premises.



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B. For disease control purposes, a Union representative shall make prior arrangements with the Company's personnel office before taking access to the Company's facilities at Arroyo Grande, California; Nipomo, California; and the hatchery on Waters Road, Moorpark, California. The Company will not arbitrarily limit access to these facilities.

C. The Company's present agricultural operations are located at:

1. 8643 Shekell Road, Moorpark, California
2. 8765 Waters Road, Moorpark, California
3. Corner of Los Berros and El Campo Roads, Arroyo Grande, California
4. 595 Southland Street, Nipomo, California

The Company will notify the local Union office of any changes in, or additions to, these operations during the term of this Agreement.

ARTICLE 9.

DISCIPLINE AND DISCHARGE

A. The Company shall have the sole right to discipline and discharge workers for just cause. No worker shall be disciplined or discharged except for just cause.

B. Prior to any discharge or suspension, the Company shall notify the Steward or other Ranch Union Representative and such Steward or Ranch Union Representative shall have the right to be present when formal charges are made and the action is taken. The Steward or Ranch Union Representative shall be advised of the action to be taken and the reasons therefor.

C. Within seventy-two (72) hours, excluding Saturdays, Sundays and holidays, after any discharge for just cause, the Union's local office will be notified in writing of the reason(s) for such discharge and a copy of the letter will be sent to the Ranch Committee. The five (5) day time limit set forth in Paragraph D of Article 6, Grievance and Arbitration Procedure shall begin to run upon receipt of such written notice by the Union.

D. A written warning notice issued by the Company to any worker shall be null and void six (6) months from the date of issuance. A copy of all written warning notices issued to workers shall be provided to the local Union office. To be valid, a warning notice must bear the date of the alleged offense and must be issued to the worker involved within seventy-two (72) hours of the alleged offense.



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E. The Company shall have the right to make work rules and safety rules applicable to all workers, provided such rules are not in violation of this Agreement.

F. All written discipline shall be provided in both Spanish and English.

ARTICLE 10.

NO DISCRIMINATION

A. The Company and the Union agree that there shall be no discrimination against any worker because of race, age, creed, color, religion, sex, political belief, national origin or language spoken.

B. The parties recognize that certain jobs may require the ability to communicate in a specific language. The Company, however, shall not arbitrarily establish language requirements or arbitrarily deny a job on the basis of language spoken.

C. Additionally, the Company and the Union, recognizing that workers are both male and female, agree that the use of masculine pronouns made in this Agreement shall also refer to their female counterparts.

ARTICLE 11.

LEAVE OF ABSENCE

A. The Company agrees to grant to any worker a leave of absence as specified in this Article. All leaves of absence shall be without pay and without loss of seniority, except as otherwise provided herein.

B. Leaves of absence shall be granted to workers for the following reasons:

- (1) When a worker is elected or appointed to an office or position in the Union. Such leave shall be granted for a period of continuous service with the Union upon written request of Union. Fifteen (15) days' written notice must be given the Company before the worker takes leave to accept such office or position or chooses to return to work. Such leave of absence shall not exceed one (1) year unless otherwise agreed to in writing by the Company and Union. Not more than three (3) workers may be on such leave at any one time.
- (2) When a worker requests a temporary leave of absence for the purpose of conducting Union business. Such temporary leave of absence shall not exceed three (3)



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days and shall not be granted to more than ten (10) workers for the same period, unless otherwise authorized by the Company. The Union shall give the Company at least three (3) days' written notice prior to the commencement of such leave. Such temporary leave of absence shall be granted by the Company not more than once every three (3) months. Only one (1) worker from a job category shall be granted a leave of absence for the purposes set forth in this paragraph at the same time.

- (3) When a worker requests a temporary leave of absence for the purpose of attending the annual convention. Such temporary leave of absence shall not exceed four (4) days and shall be granted to not more than nine (9) workers for the same period. The Union shall give the Company at least fourteen (14) days written notice prior to the commencement of such leave and such leave shall be granted by the Company not more than once per year.
- (4) When a worker requests a temporary leave of absence for the purpose of attending Ranch Committee meetings. Such leave of absence shall be granted to the members of the Ranch Committee and shall not exceed four (4) days and shall not be granted to more than five (5) Ranch Committee members for the same period. The Union shall give the Company at least fourteen (14) days written notice prior to the commencement of such leave and such leave shall be granted by the Company not more than once per year.
- (5) Leaves of absence set forth in Paragraphs B(2), B(3) and B(4) may not take place simultaneously and they may not overlap.
- (6) When a worker is ill or injured on the job or off the job to the extent that he must be absent from the job, he shall be granted a leave of absence for a period not to exceed one (1) year. Adequate written proof of said illness or injury shall be provided to the Company. The Company shall have the right to examine said worker at any time and the Company shall have access to the medical records of the worker for said illness, injury or maternity leave. A written doctor's certificate shall be provided to the Company stating that the worker may return to work.
- (7) When a worker is called to serve for jury duty or when subpoenaed to testify as a witness, he shall give the Company reasonable notice thereof.



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- (8) When there is a death or critical illness in a workers immediate family or when a worker has business related to immigration of himself or a member of his immediate family. Immediate family shall be defined as the worker's spouse, child, mother, father, brother, sister or mother or father of the worker's current spouse. Such leave may be granted for a period not exceeding fifteen (15) days. In the event of said leaves, the worker shall notify the Company in writing. Such written notice shall be signed by the worker and delivered to the Company within twenty-four (24) hours. In the event the worker is not at work when the need for said leave of absence arises, written notice signed by the worker shall be delivered to the Company's security guard within twenty-four (24) hours. Adequate written proof of said death, critical illness or immigration matter shall be provided to the Company.

C. The Company agrees to grant to any worker who has maintained his seniority with the Company for at least ten (10) consecutive months, in the first year of employment, of a leave of absence for a valid personal reason which requires his absence from the job for a period not to exceed thirty-five (35) days. Such leaves may requested prior to the completion of ten (10) consecutive months. Leaves of absence scheduled for valid personal reasons, where more workers have applied for such a leave for the same period than can be spared by the Company, shall be arranged on the basis of the order in which the time period for such leave of absence was requested by the workers involved. Any leave of absence granted to a worker shall not interfere with the operations of the Company.

D. The total length of leave time granted to any worker under the provisions of Paragraphs B(2), B(3), B(4), B(8) and C shall not exceed forty-five (45) days in any one calendar year.

E. All leaves of absence shall be in writing on the forms provided by the Company. Said forms shall be signed by the Company representative, the worker requesting the leave, and the Union Steward or other Union representative to signify receipt of the Union's copy.

F. Failure of a worker to report to work at the end of an approved leave of absence or accepting gainful employment with another Employer during an approved leave of absence shall terminate the worker's seniority and he shall be considered to have quit his employment with the Company voluntarily.



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ARTICLE 12.

WORKERS' SECURITY

A. Any worker may refuse to pass through any picket line established at the premises of another Company which is sanctioned by the Union.

B. No worker under this Agreement shall be required to perform work that normally would have been done by employees of another Company who are engaged in a strike which is sanctioned by the Union.

ARTICLE 13.

MAINTENANCE OF STANDARDS

No worker shall suffer any reduction in hourly rates, piece rates or general working conditions by reason of the signing of this Agreement.

ARTICLE 14.

SUPERVISORS AND BARGAINING UNIT WORK

A. The parties agree that supervisors, foremen, and others outside the bargaining unit will not perform any work covered by this Agreement, except for instruction, training and emergencies and as otherwise provided in this Article.

B. Both parties also understand that as a matter of historical practice, certain non bargaining unit workers have performed certain bargaining unit work. Such practices shall continue. Such non bargaining unit workers shall not displace any bargaining unit workers who perform bargaining unit work. Should the Company expand any operations where non bargaining unit workers perform bargaining unit work, such bargaining unit work shall then be performed by bargaining unit workers. The Company agrees to notify the Union if any changes occur in such job operations.

ARTICLE 15.

HEALTH AND SAFETY

A. The Company and the Union are interested in the health and safety of workers while working with the Company, and agree that a speedy resolution of all problems related to health and safety is in the best interest of all parties.

B. No worker shall be required to work in any situation which would immediately endanger his health or safety.





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C. The Company shall comply with all applicable laws relating to the health and safety of workers, including but not limited to the following.

1. The use and maintenance of machinery and vehicles. Egg gatherers' carts shall be lubricated and maintained on a regular basis.
2. The use of dangerous chemicals and sprays. No banned chemicals will be used.
3. The maintenance of adequate toilet and hand washing facilities, separate for men and women, readily accessible to workers, and kept in a clean and sanitary manner and adequately supplied.
4. The provision of water fountains convenient to workers in each area where there is work being performed.
5. The provision of adequate first aid supplies kept in a clean and sanitary dust proof container and readily accessible to workers.

D. Tools and equipment and protective garments necessary to perform the work and/or safeguard the health of, or prevent injury to, a worker's person shall be provided, maintained and paid for by the Company. Workers shall be responsible for returning all such equipment that was checked out to them, but shall not be responsible for breakage or normal wear and tear. Worn out tools, equipment and protective garments shall be replaced by the Company as necessary. Workers shall be charged the actual cost for equipment not returned. Receipts for returned equipment shall be given to the worker by the Company.

E. Any problem or dispute arising from health and safety conditions shall be taken up immediately between the worker or the Steward and the immediate Supervisor and/or Department Head involved. If the problem is not immediately resolved, it shall be treated as a grievance in accordance with the provisions of Article 6, Grievance and Arbitration Procedure of this Agreement; provided however, that if the grieving party so requests, a Second Step meeting shall be held within forty-eight (48) hours.

ARTICLE 16.

MECHANIZATION

In the event the Company anticipates 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



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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 in the Company, or the placing of such workers on a preferential hiring list which the Company will use in conjunction with Article 3, Hiring.

ARTICLE 17.

MANAGEMENT RIGHTS

The Company retains all rights of management including but not limited to the following, unless they are limited by some other provision of this Agreement: the operation of the Company and its facilities; the right to decide the nature of equipment, machinery, methods or processes used; to introduce new equipment, machinery, methods or processes; and to change or discontinue existing equipment, machinery or processes; the scheduling and assignment of work; the right to direct the personnel employed therein, including the right to layoff, hire, transfer, promote, demote, discharge and discipline, shall be vested exclusively in the Employer; provided however, that such rights shall in no event be so exercised as to infringe on the right of any employee covered by this Agreement.

ARTICLE 18.

UNION LABEL

The parties recognize the value and importance of the Union label. The parties wish to insure that the public will not be defrauded by misuse of the Union label. Therefore, the parties agree as follows:

A. The 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.

B. The Union label and Union seal are and shall remain the sole property of the Union. During the term of this Agreement, the Company shall be entitled to the use of said label and seal. It is agreed that during the term of this Agreement, goods produced and packed by Union members and shipped by Company may 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.



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C. Security Clause. In the event of the Company's misuse of the Union label or seal on goods produced and packed by non-union workers, it is recognized that such misuse may cause damage 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, after reasonable notice has been given to the Company by the Union.

ARTICLE 19.

NEW OR CHANGED JOBS

In the event the Company establishes a new operation or classification or changes the basic job duties or methods of an existing job, the Company shall set the wage or piece rate in relation to the classifications and rates of pay in Article 38, Wages and shall notify the Union before such rate is put into effect. Whether or not the Union has agreed to the proposed rate, the Company may put the rate into effect after such notice. In the event such rate cannot be agreed upon mutually between the Union and the Company, the same shall be submitted to the Grievance Procedure including Arbitration for determination beginning at the Second Step. Any rate agreed upon or as determined by the arbitrator shall be effective from the installation of such new or changed job.

ARTICLE 20.

CREDIT UNION WITHHOLDING

Upon proper written authorization from a worker to the Company, at least one (1) week prior to the payroll period ending date, deductions as provided for in such authorization, shall be made by the Company for the Farm Workers Credit Union, and such money and reports shall be forwarded on a bi-weekly basis to that organization at P.O. Box 62, Keene, California 93531, or such other address as designated by the administrator of the Fund.

ARTICLE 21.

HOURS OF WORK AND OVERTIME

A. The normal workday shall consist of eight (8) hours per day for the following departments:

egg breaking room,  
shell egg processing room,  
egg drying room,  
egg gatherers

and in all shipping areas in such locations.



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The normal workweek shall consist of any six (6) days at eight (8) hours a day in each workweek for said departments.

The normal workday shall consist of nine (9) hours per day for all other workers.

The normal workweek shall consist of any six (6) days at nine (9) hours a day in each workweek for all other workers.

B. Hours of work shall be posted for the following week on the preceding Friday. Necessary changes in the schedule shall be posted twenty-four (24) hours prior to the start of the shift involved.

C. The Company will guarantee all regular, full-time workers a minimum of thirty-two (32) hours of employment each workweek, unless workers are notified otherwise by the close of business Tuesday.

The Company may continue to use part-time and temporary employees as it has in the past.

D. Whenever the Company requires a worker to work beyond the normal workday, such worker shall be paid at the rate of time and one-half ( $1\frac{1}{2}$ ) for all hours worked in excess of his normal workday in any one (1) day.

All work performed on the seventh (7th) consecutive day in any worker's workweek shall be paid at the rate of one and one-half ( $1\frac{1}{2}$ ) times such worker's regular rate of pay.

E. Overtime work will be offered to workers on a rotation basis by seniority order within job categories.

F. Each worker shall be entitled to one full day, twenty-four (24) hours, of rest without pay each workweek. The Company may offer work to an employee during said twenty-four (24) hour period; however, no worker shall be compelled to work during such period.

For workers in a department scheduled on a seven (7) day workweek, each worker shall be given a fair and equal opportunity to select the day of rest he so chooses. Such opportunity shall be on a rotation basis, by seniority order within job categories.

G. A second shift premium shall be paid to all workers who work the second shift. Such workers shall be paid a



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premium of thirty cents (30¢) per hour above their regular rate of pay for all hours worked.

H. When a worker is working as a trainee for qualification for a higher rated job, he shall be paid for such training period at his regular rate of pay for a period of time not to exceed four (4) working days.

I. A worker shall receive the rate of his classification for all time worked including time, if any, worked in a classification with a greater or lesser rate of pay for a period not to exceed four (4) working days.

ARTICLE 22.

REST PERIODS AND MEALTIME

A. The lunch period will be one-half ( $\frac{1}{2}$ ) hour which shall be strictly adhered to. No worker shall be required to work more than five (5) hours without a lunch period; except, that the above shall not apply for those workers who work a continuous shift and all allowed to eat on the job and are compensated for such time.

B. All workers shall be granted one (1) fifteen (15) minute relief period paid for as though worked in each half shift. Relief period shall be taken at the completion of two (2) hours of work or as near the middle of the half shift as possible, and shall be strictly adhered to.

ARTICLE 23.

REPORTING AND STANDBY TIME

A worker paid on an hourly or piece work basis who is required to report for work and does report and is furnished no work or less than four (4) hours of work for reasons other than an Act of God, will be paid at least four (4) hours for that day at the worker's hourly rate of pay, or the worker's average hourly piece rate earnings based on the preceding payroll week.

ARTICLE 24.

VACATIONS

A. Workers with one (1) year and less than three (3) years of service with the Company shall receive one (1) week (six (6) working days) of vacation with pay each year.

Workers with three (3) years but less than five (5) years of service shall receive two (2) weeks (twelve (12) working days) of vacation with pay each year.



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Workers with five (5) years of service or more shall receive three (3) weeks of vacation (eighteen (18) working days) with pay each year.

Workers normally working less than six (6) days a week will receive vacation pay based on their normal work-week and will be guaranteed a full calendar week of vacation.

Contract workers, egg gatherers and piece workers will accrue vacation according to the schedule outlined above but their vacation pay will be calculated by taking the average number of cases collected per day, for the last two payroll periods prior to the vacation multiplied by the piece rate per case, multiplied by six (6).

B. Vacation pay will be due and payable on the payroll period ending following each worker's anniversary date. Workers who have qualified for their first vacation and who later leave the Company permanently, will be entitled to pro-rated vacation provided the worker has worked at least six (6) months of that anniversary year. Periods of time not worked will be used to reduce vacation pay due.

C. Vacation schedules shall be mutually agreed upon, except if more workers, in the judgement of the Company, want a particular vacation period than can be reasonably spared, the worker with the highest seniority will have first preference for the vacation period.

ARTICLE 25.

BEREAVEMENT PAY

A three (3) day leave of absence, with pay, shall be granted to a worker for the purpose of attending the funeral of a member of the worker's immediate family. Pay for such leave of absence shall be at the straight-time rate for the hours scheduled for the workday lost because of such absence. Verification of the requirement for such leave shall be supplied to the Company if requested. Immediate family shall be defined as the worker's spouse, child, mother, father, brother or sister, or mother or father of the worker's current spouse.

ARTICLE 26.

HOLIDAYS

A. The Company will recognize the following days as paid holidays: New Year's Day, Fourth of July, Labor Day, September 16, Thanksgiving Day and Christmas Day.



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B. Citizenship Participation Day shall be recognized as a holiday by the Company.

C. Employees shall receive an additional day's pay in the week in which their birthday occurs.

D. Piece rate workers (egg gatherers) shall be entitled to holiday pay for the holidays listed above based on the average earnings per day for the payroll period in which the holiday falls.

E. To be eligible for such holiday pay, a worker must work his scheduled day before, after and during such holiday, unless absence is due to a verified illness or injury.

ARTICLE 27.

JURY DUTY PAY

A. When a worker is required to be in any courthouse or court for jury service, the worker shall receive from the Company the difference in pay between his remuneration for jury service and his regular hourly rate or average piece rate earnings based upon the preceding payroll week for his scheduled working hours per day for the duration of such mandatory service.

B. Any worker temporarily or permanently excused from jury service in any scheduled workweek or day shall immediately report for work to complete the remaining day or days of his scheduled workday or workweek. Failure to so report will disqualify a worker from any further jury duty pay.

ARTICLE 28.

INJURY ON THE JOB

Whenever a worker is injured on the job, the worker shall immediately report such injury to his supervisor. If immediate medical attention is needed for the injury, the Company shall pay the remainder of the worker's wages or average piece rate earnings for the scheduled workday on which the injury occurred.

ARTICLE 29.

REPORTING AND DUES CONTRIBUTIONS

Payroll Reporting: The Company's remittance of dues withheld, and the contributions to the Robert F. Kennedy Farm Workers Medical Plan, Martin Luther King Jr. Farm Workers Fund, and Juan De La Cruz Farm Workers Pension Fund shall be submitted along with the required reports, normally by the tenth



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(10th) of each month, but no later than by the fifteenth (15th) of each month. Mailing directions and requirements will be supplied by the Union and the Funds.

ARTICLE 30.

INCOME TAX WITHHOLDING

The Company agrees to deduct Federal and State income taxes from the wages of those workers who agree, in writing, to authorize such deductions. The Company and the Union will encourage all workers to authorize the deductions.

ARTICLE 31.

ROBERT F. KENNEDY FARM WORKERS MEDICAL PLAN

Commencing on January 29, 1984, the Company shall contribute to the Robert F. Kennedy Farm Workers Medical Plan sixty cents (60¢) per hour for each hour worked for all workers covered by this Agreement. Either party may open this Article for renegotiation of its' provisions by notifying the other party in writing within ten (10) days prior to September 1, 1984. During the course of these negotiations on this Article, either party shall have the right to economic action, if necessary, to support their position. All other provisions of this Agreement shall remain in effect, uninterrupted, through September 1, 1985.

In accordance with Article 29, the monies and a summary report shall be remitted to the Plan at such address so designated by the Administrator of the Plan.

In the event that the Employer files in bankruptcy, or Chapter 11 proceedings, it will notify the Plan of such action and shall list the Plan as a separate creditor qualified as a priority claim pursuant to the Bankruptcy Act. Notification to the Union or any of the other Plans or Funds shall not constitute compliance with this Article.

The place of performance for the Company's obligations with respect to the Robert F. Kennedy Farm Workers Medical Plan shall be the County of Los Angeles, California.

ARTICLE 32.

JUAN DE LA CRUZ FARM WORKERS PENSION FUND

The Company shall contribute to the Juan De La Cruz Farm Workers Pension Fund, seventeen cents (17¢) per hour for each hour worked by all workers covered by this Agreement, commencing after three (3) months of continuous employment.





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The 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 the Union and the Internal Revenue Service has issued an advance determination that such plan meets the requirements of Part I, 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.

In accordance with Article 29, the monies and a summary report shall be remitted to the Juan De La Cruz Farm Workers Pension Fund at such address as designated by the Administrator of the Fund.

In the event that the Company files in bankruptcy, or Chapter 11 proceedings, it will notify the Fund of such action and shall list the Fund as a separate creditor qualified as a priority claim pursuant to the Bankruptcy Act. Notification to the Union or any of the other plans or funds shall not constitute compliance with this Article.

The place of performance for the Company's obligation with respect to the Juan De La Cruz Farm Workers Pension Fund shall be the City and County of San Francisco, California.

ARTICLE 33.

MARTIN LUTHER KING, JR. FUND

The Company will contribute to the Martin Luther King Fund five cents (5¢) per hour for each hour worked by all workers covered by this Agreement until such time as the Union notifies the Company that contributions should thereafter be remitted to a designated employee benefit plan or escrow fund. Said notification shall be in writing and provided at least ten (10) days before the effective date of any change. The contributions shall not be expended to the detriment of the Company. The Fund shall obtain and maintain federal tax exemption and all contributions by the Company shall be deductible under the Internal Revenue Code.

In accordance with Article 29, the monies and a summary report shall be remitted to the Fund at such address as designated by the Administrator of the Fund.

In the event that the Company files in bankruptcy, or Chapter 11 proceedings, it will notify the Fund of such action and shall list the Fund as a separate creditor



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qualified as a priority claim pursuant to the Bankruptcy Act. Notification to the Union or any of the other Plans or Funds shall not constitute compliance with this Article.

ARTICLE 34.

CITIZENSHIP PARTICIPATION DAY

A. Each worker's day off in the last workweek in June of each year during the term of this Agreement, shall be designated as "Citizenship Participation Day." Each worker on his "Citizenship Participation Day" shall receive his normal workday pay at his regular straight-time hourly rate or average hourly piece rate earnings, based upon the preceding payroll week. Such pay shall be in addition to any pay due the worker if he is required to work on his "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 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.

B. The Company shall prepare a summary report as agreed upon in Article 29, Reporting on Dues Contributions.

C. Said report and monies shall be remitted to the "Citizenship Participation Committee" of the United Farm Workers of America, AFL-CIO, P.O. Box 62, Keene, California 93531 within fifteen (15) days after the close of the Company's accounting period in which CPD falls.

D. 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 the above; provided, however, that each party shall pay their respective legal costs.

ARTICLE 35.

BULLETIN BOARDS

The Company will provide bulletin boards or adequate posting areas at time clock locations upon which the Union may post notices. The Company and the Union will respect the notices posted by either party.



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ARTICLE 36.

FAMILY HOUSING

The Company and the United Farm Workers of America, AFL-CIO, recognize that one of the most serious needs of agricultural workers is adequate family housing. It is mutually agreed by the Company and the Union that if they agree on a project and approach, they will cooperate to encourage direct governmental action at the Federal, State and County levels to plan, finance and construct public housing in areas that will benefit the workers at the Company.

ARTICLE 37.

SUBCONTRACTING

A. It is agreed and understood that in the operations of the Company, subcontracting may be necessary and proper at times.

B. It is also agreed and understood that the Company will not subcontract work customarily performed by bargaining unit workers.

C. The Company may continue its practice of contracting and subcontracting for certain work, services and products which it is presently contracting and subcontracting for from outside providers.

ARTICLE 38.

WAGE RATES

<u>CLASSIF.</u>	<u>JOB TITLES</u>	<u>1/29/84</u>	<u>1/27/85</u>
I.	Large Vehicle Mechanic Assistant Electrician	\$7.17	\$7.42
II.	Millwright Fabricators	6.60	7.05
III.	Small Vehicle Mechanic Egg Room Receiving Floorman Assistant Large Vehicle Mechanic Manure Equipment Operator	6.56	6.81
IV.	Diesel Feed Truck Drivers Hydrolizer Operator Breaking Room Pasteurizer Egg White Dryer Operator Egg White Dryer Processor Egg Truck Driver Fertilizer Truck Driver Suppl't Room Attendant	6.37	6.62



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<u>CLASSIF.</u>	<u>JOB TITLES</u>	<u>1/29/84</u>	<u>1/27/85</u>
V.	Egg Room Mechanic Carpenters	6.24	6.49
VI.	Lay Division Sprayer Manure Equipment Operator Assistant		
VII.	House Leader Feed (3) Three Houses Fertilizer Rig Operators Assistant Small Mechanic Assistant Fabricators Egg Room Out-Cooler Leader Breaking Room Churnman Pet Food Foreman Electrician's Helper Mill Maintenance	6.24	6.49
VII-A.	Egg Room Loaders (Maximum of two (2) employees per machine)	6.14	6.39
VIII.	Egg Room Head Inspector Breaking Room Egg Receiving Egg Room Shipping and Receiving Helpers Breaking Room Floor Lady Breaking Room Freezerman	6.05	6.30
IX.	Egg Room Assistant Floorman Egg Room Material Helper Egg Room Flock Control Inspector Egg White Dryer Powder Packer Egg White Dryer Tank Truck Driver Egg White Dryer Hot Room Man Breaking Room Can-Off Man X-2 Personnel Black Top Equipment Operators	6.04	6.29
X.	Hatchery Helpers Egg Room Assistant Inspector Breaking Room Assistant Floor Lady Assistant Fabricator Trainees Dead Chicken Pickup Carpenters Helpers	5.92	6.17
XI.	Gatherers (gathers eggs only, no other duties)	.4928	.5115
XII.	All Other Personnel (general labor)	5.82	6.07



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CLASSIF.    JOB TITLES

1/29/84    1/27/85

Lead Men

6.66	6.91
6.79	7.04
7.00	7.25
7.44	7.69

Starting rates for employees  
hired after 5/24/84

First four (4) months  
Second four (4) months  
Next two (2) months

4.00	4.00
4.50	4.50
5.25	5.25

ARTICLE 39.

MODIFICATION

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

ARTICLE 40.

SAVINGS CLAUSE

A. If any portion of this Agreement shall become ineffective as the result of any applicable local, state or federal law, or a judgment of a Court or Government Agency of competent jurisdiction, only that portion of this Agreement so affected shall be ineffective; but 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.

B. In the event any provision of this Agreement becomes effective as described herein, the parties shall meet within thirty (30) calendar days for the purpose of renegotiating the provision(s) so invalidated.

ARTICLE 41.

SUCCESSOR CLAUSE

A. This Agreement shall be binding upon the parties hereto, their successors and assigns. It is the intent of the parties that this Agreement shall remain in effect for the full term of this Agreement, and shall bind the successors of the respective parties hereto.

B. In the event of a sale, lease, transfer or conveyance in any other manner, the Company shall give notice of the existence of this Agreement to the purchasee. Such notice shall be in writing, with a copy to the Union.



ARTICLE 42. DURATION OF AGREEMENT

This Agreement shall automatically renew itself upon expiration of this Agreement unless either party 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 Agreement shall remain in full force and effect.

Executed this 19 day of July, 1984.

FOR: JULIUS GOLDMAN'S EGG CITY

225:

Karl Lawson

Pedro Rangel

Guštavo Lemus

Désidério Torres

Ken Gordon-Lane  
~~T. R. Burtch~~  
T. R. Burtch -  
Wm. Sullage -  
Philip C. Jordan