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1979 - 1982

TRUCK DRIVERS' CONTRACT

GROWER-SHIPPER VEGETABLE ASSOCIATION OF CENTRAL CALIFORNIA

and

**GENERAL TEAMSTERS WAREHOUSEMEN AND HELPERS' UNION
LOCAL NO. 890, MONTEREY AND SAN BENITO COUNTIES**

**GENERAL TEAMSTERS, PACKERS, FOOD PROCESSORS, AND WAREHOUSEMEN
LOCAL NO. 912, SANTA CLARA AND SANTA CRUZ COUNTIES**

**GENERAL TEAMSTERS, SALES DRIVERS AND HELPERS
LOCAL NO. 274, STATE OF ARIZONA**

**TRUCK DRIVERS AND HELPERS UNION
LOCAL NO. 898, YUMA, ARIZONA, AND EL CENTRO, CALIFORNIA**

Affiliated With The

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS OF AMERICA**

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AGREEMENT

THIS AGREEMENT, between the GROWER-SHIPPER VEGETABLE ASSOCIATION of CENTRAL CALIFORNIA, acting for and on behalf of those certain companies named in Appendix "A" attached hereto, each of which is hereinafter referred to as the "Company", and the GENERAL TEAMSTERS, WAREHOUSEMEN AND HELPERS' UNION, LOCAL NO. 890, MONTEREY AND SAN BENITO COUNTIES, GENERAL TEAMSTERS, PACKERS, FOOD PROCESSORS AND WAREHOUSEMEN, LOCAL NO. 912, SANTA CRUZ AND SANTA CLARA COUNTIES, GENERAL TEAMSTERS, SALES DRIVERS AND HELPERS, LOCAL NO. 274, STATE OF ARIZONA, TRUCK DRIVERS AND HELPERS UNION, LOCAL 898, YUMA, ARIZONA, and EL CENTRO, CALIFORNIA, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the "Union", acting for and on behalf of the hereinafter designated employees of the companies listed in Appendix "A".

SECTION 1 - UNION SECURITY

(a) If any person who is not a member of the Union be employed, such person shall, within thirty-one (31) days after commencing work for the Company, make application to become a member of the Union, and the Union agrees that it will not discriminate against such applicant; and employee to whom membership is made available on the same terms and conditions generally applicable to other Union members and who fails to become a member of the Union, or whose membership in the Union

is terminated because of failure to tender the periodic dues and initiation fees uniformly required by Union, shall, upon written request by the Union to the Company, be discharged and shall not be reemployed until the Union indicates in writing that he has paid such dues and initiation fee.

(b) When the Company hires a new employee under the terms of this Agreement it shall give the Union the following information at the time the employee's name is placed on the payroll record: the employee's name, address, social security number, date employed and job classification of the employee. This information shall be furnished to the Union by telephone or on postal cards. It shall be the duty of the Union to supply employer with the postal cards for this purpose. The employer shall not be required to furnish this information to the Union when the person is employed as a temporary employee.

When the Company operates in the Salinas-Watsonville or Imperial Valley areas in California or Pheonix area in Arizona, it shall be mandatory that the Company shall call the nearest Union office in such area whenever new "truck drivers", as defined, are needed by the Company, prior to hiring a new "truck driver" to work for the Company. It is understood that any referral made by the Union to the Company shall be a driver who is a properly licensed operator and experienced in the industry.

(c) The Company for all employees who shall so authorize in writing, shall deduct from the first pay of each month their

Union membership dues, uniformly applied assessments and initiation fees for the current month and shall promptly remit the same to the Union. The Union shall indemnify, defend, and save the Company harmless against claims, demands, suits, or other forms of liability which shall arise specifically because the Company acted in reasonable reliance upon the authenticity of payroll deduction authorization cards which are submitted by the Union to the Company.

(d) Company shall not discriminate in regard to hire or tenure of employment, or any term or condition of employment, to encourage or discourage membership in any labor organization. Neither the Union nor the Company will discriminate against an applicant or employee in any manner prohibited by law.

(e) Authorized agents of the Union after notification and identification to the supervisor in charge shall have the right to visit properties of the Company at all reasonable times and places, to conduct legitimate Union business; however, he shall not interfere with or interrupt operations.

The Union shall notify the Company of the names of all its authorized agents.

(f) The Business Representative of the Union shall have access to time sheets, work production or other records that pertain to a worker's compensation which may be necessary to resolve a grievance brought on behalf of such worker or workers.

SECTION 2 - "TRUCK DRIVER" DEFINED

(a) The term "truck driver" shall include all employees

engaged in driving equipment hauling produce and drivers of all types of mechanical harvesting machines, mechanical loaders used exclusively in harvesting operations, and drivers regularly moving harvesting equipment from one harvesting field to another harvesting field, which drivers are not covered under the terms of another collective bargaining Agreement. Driver-stitchers, folders, gluer operators, cull haulers, Hi-Jo drivers, and drivers of trucks used to haul or supply any material, glued boxes or any other types of containers and packing material to or from the field, used in the harvesting of any commodity, also shall be included within the definition of "truck driver".

(b) All drivers of other types of farm or harvesting equipment and trucks hauling between fields are specifically excluded.

(c) Where any Company hauls garlic or onions using the same equipment and the same drivers that are used for harvesting lettuce and carrots, the rates provided in this contract shall be paid.

SECTION 3 - REPRESENTATION

This Agreement shall cover the Company's truck drivers for the States of California, Arizona, Colorado, New Mexico and Texas, and all other areas under the jurisdiction of Teamster Union Locals 890, 912 and 898, in California, and 274 in Arizona.

SECTION 4 - SUBCONTRACTING

For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Company agrees

that there shall be no subcontracting of work covered by this Agreement, or leasing of equipment which requires the performance of work covered by this Agreement, unless all of its seniority employees in the area of operation in which the subcontracting takes place who have historically performed the subcontracted work are working. This clause shall not apply if (1) such subcontracting is done at the beginning or at the end of the season in the shipping district, or (2) the Company does not have qualified employees to perform the work and such subcontracting is with a Company signatory to this Agreement, or (3) the Company does not have the specialized equipment to perform the work, or (4) the employees to operate such specialized equipment. The Company shall not use independent contractors for the purpose of defeating seniority rights provided in this Agreement. If the Company contracts the hauling of culls from the packinghouse, the employees of such contract haulers shall not be covered under the terms of this Agreement.

SECTION 5 - WAGES AND WORKING CONDITIONS

A. (1) All time worked in excess of eight (8) hours per day shall be paid for at the overtime rate.

(2) All employees shall be paid weekly.

(3) Any employee who performs work on Saturday shall receive a premium of \$10.00, irrespective of hours worked whether by piece rate, hourly rate, or overtime. This provision shall not apply to call time. In the event that the IWC regulations extend the time and one-half for hours worked on Saturday,

the time and one-half (1-1/2) on Saturday shall apply in lieu of the \$10.00 premium.

B. (1) The following piece rate wage scale shall apply to all packed lettuce:

Effective July 29, 1979

	<u>Piece Rate</u>	<u>Sunday and Holiday Piece Rate Only</u>
*Driver	\$ <u>.0428</u> per ctn.	\$ <u>.0642</u> per ctn.
Driver-Stitcher	<u>.0288</u> per ctn.	<u>.0432</u> per ctn.
Folder	<u>.0214</u> per ctn.	<u>.0321</u> per ctn.

Effective August 1, 1980

	<u>Piece Rate</u>	<u>Sunday and Holiday Piece Rate Only</u>
*Driver	\$ <u>.0449</u> per ctn.	\$ <u>.0673</u> per ctn.
Driver-Stitcher	<u>.0302</u> per ctn.	<u>.0453</u> per ctn.
Folder	<u>.0224</u> per ctn.	<u>.0336</u> per ctn.

Effective August 1, 1981

	<u>Piece Rate</u>	<u>Sunday and Holiday Piece Rate Only</u>
*Driver	\$ <u>.0471</u> per ctn.	\$ <u>.0706</u> per ctn.
Driver-Stitcher	<u>.0317</u> per ctn.	<u>.0475</u> per ctn.
Folder	<u>.0235</u> per ctn.	<u>.0352</u> per ctn.

*The driver rate above is for 0 to 10 miles. .005 per carton shall be added to this rate for each additional 10 miles or portion thereof. This mileage is to be measured from the vacuum cooler or other destination used by the Company and the

entrance to the specific lot being harvested.

Driver-Sticher, Folder and Driver shall be paid at piece rates, which rates shall apply to packed lettuce, and they shall be determined daily.

The hourly rate earnings as herein provided shall be a minimum guarantee.

Employees who move during a shift from a piece rated job to an hourly rated job, or the reverse, shall receive compensation computed at the rate applicable to each such job and shall be computed daily.

No overtime shall apply on any piece rate except for work performed on Sundays or holidays.

When a driver hauls on two piece rated jobs in a day, the hourly and piece rate earnings for each job shall be computed separately.

When a driver is required to load and move packed lettuce from one vacuum cooler to another location, the load and the move from one vacuum cooler to the other location shall be paid at the applicable piece rate as provided herein; however, if the required load and movement of packed lettuce is at the end of the driver's work day, the move will be paid at the applicable hourly rate in addition to any hourly or piece rate earnings for the day.

Upon request, an employee's daily record of hourly and/or piece rate earnings shall be furnished to the employee so requesting, at the time the employee receives his next check.

(2) The hourly rates shown below shall apply:

Effective July 29, 1979

	<u>Straight Time</u>	<u>Overtime</u>
Driver	<u>\$8.25</u> per hr.	<u>\$12.375</u> per hr.
Driver-Stitcher	<u>\$8.60</u> per hr.	<u>\$12.90</u> per hr.
Folder	<u>\$8.25</u> per hr.	<u>\$12.375</u> per hr.
Hi-Jo Driver	<u>\$8.25</u> per hr.	<u>\$12.375</u> per hr.
Wrap Machine Driver	<u>\$8.60</u> per hr.	<u>\$12.90</u> per hr.
Harvest Machine Operator	<u>\$8.60</u> per hr.	<u>\$12.90</u> per hr.

Effective August 1, 1980

	<u>Straight Time</u>	<u>Overtime</u>
Driver	<u>\$8.75</u> per hr.	<u>\$13.125</u> per hr.
Driver-Stitcher	<u>\$9.10</u> per hr.	<u>\$13.65</u> per hr.
Folder	<u>\$8.75</u> per hr.	<u>\$13.125</u> per hr.
Hi-Jo Driver	<u>\$8.75</u> per hr.	<u>\$13.125</u> per hr.
Wrap Machine Driver	<u>\$9.10</u> per hr.	<u>\$13.65</u> per hr.
Harvest Machine Operator	<u>\$9.10</u> per hr.	<u>\$13.65</u> per hr.

Effective August 1, 1981

	<u>Straight Time</u>	<u>Overtime</u>
Driver	<u>\$9.25</u> per hr.	<u>\$13.875</u> per hr.
Driver-Stitcher	<u>\$9.60</u> per hr.	<u>\$14.40</u> per hr.
Folder	<u>\$9.25</u> per hr.	<u>\$13.875</u> per hr.
Hi-Jo Driver	<u>\$9.25</u> per hr.	<u>\$13.875</u> per hr.
Wrap Machine Driver	<u>\$9.60</u> per hr.	<u>\$14.40</u> per hr.
Harvest Machine Operator	<u>\$9.60</u> per hr.	<u>\$14.40</u> per hr.

(3) When a driver pulls a trailer loaded with vegetables or vegetable containers or when he pulls an empty trailer to or from a field to be used for this purpose, he shall receive a seventy-five cents (75¢) an hour premium. If the employee pulls such trailers over two (2) hours in any one day, the employee shall be paid the premium for all hours worked in such day. The premium only applies where more than one vegetable cargo unit is involved.

(4) When trucks and harvesting equipment are moved by the Company from one area to another in which a Teamsters' contract prevails, the contract rate shall be paid (see Section 5 B. (2) and subsistence of twenty-five dollars (\$25.00) for each twenty-four (24) hours (over ten (10) hours of work in each day) with overtime after eight (8) hours of work in any one day, and such work shall be performed by a truck driver as defined in this Agreement; further, truck drivers shall have the option to lay over at any point at which he has completed ten (10) hours of work or driving.

(5) The employer shall keep all vehicles clear so that the drivers of trucks and harvesting equipment have clear access in and out of the fields. Any accident or damage occurring to vehicles parked in the field which interferes with or hampers the free movement and operation of equipment operated under this Agreement shall not be the responsibility of the truck driver and such truck driver shall not be disciplined or held financially liable for any damage occurring due to vehicles

being parked in the field unless it can be proven that the truck driver negligently caused the damage.

(6) Each employee shall be paid the sum of fifty dollars (\$50.00) and guaranteed forty-eight (48) hours straight time rate of pay for each move out of the employee's general area of residence, such forty-eight (48) hours shall commence at the time he is to report and reports for work and shall apply to the first seven calendar days in a new area. Such notice to the employee shall be in writing at least forty-eight (48) hours prior to the time required by the employee to make such move. The guarantee shall not apply when the employee makes a short move during any guaranteed period of time. Employer may use local union truck drivers, driver-stitchers, and folders during the first week of operation in a new area rather than calling seniority workers from another area when forty-eight (48) hours per week of work is not available.

Each employee shall be paid the sum of fifty dollars (\$50.00) at the conclusion of the season for a move to his general area of residence. Past practice shall apply for all moves.

(7) Each seniority employee on the Northern seniority list who is required by the Company, or is required to protect his seniority, to move from one operating area to another operating area out of the general area of operation of the Company designated by the Company within five (5) days of execution of this Agreement, and if no designation is made it is conclusively

presumed to be Salinas, California, shall receive per diem living expenses at the weekly rate of one hundred dollars (\$100.00), in addition, to any other compensation provided for in this Agreement.

Each seniority employee on the Southern seniority list of the Company, and who is not on the Northern seniority list, who is required to move by the Company, or is required to protect his seniority out of the employee's general area of residence as disclosed by the Company's payroll list on date of execution of this Agreement (after execution of this Agreement, the place of hire of such employee) shall receive per diem living expense at the weekly rate of one hundred dollars (\$100.00), in addition to any other compensation provided for in this Agreement.

The Company shall pay the per diem living expenses described in the paragraphs above, from the day the employee was scheduled to report and reports for work until the employee quits, is discharged, is released in writing from the area, or until seven (7) days after the employee is laid off at the end of the deal to which the guarantee set forth in paragraph (6) above applies; provided this shall not apply when the break between deals is four (4) weeks or more nor shall this apply at the termination of the individual Company's harvesting operation.

There shall be no break in payments due to illness of the employee of seven (7) days or less, or for time off

granted by the Company for less than three (3) consecutive days of work.

No employee may collect more than one per diem expense for any one period of time. No per diem expense shall be paid when an employee asks for and is granted a leave of absence. No per diem expense shall continue when an employee is permanently laid off and is not moving to a new area for the same Company so that the guarantee in paragraph (6) is applicable.

Per diem living expenses and moving expenses as provided in paragraphs (6) and (7) shall be paid to the employees by separate check. Moving expenses shall be paid in advance of the move.

Per diem living expenses shall be paid at least weekly, but may be paid at the same time as delivery of the employee's pay check.

An employee's per diem check shall be paid during the first week of his arrival in the new area.

C. Stitcher trucks and carton gluer trucks shall have the following employees only:

(1) a. A stitcher crew for naked packed lettuce shall consist of a driver-stitcher and a folder and such crew's starting time shall be at the same time and shall end at the same time.

b. A stitcher crew for mixed lettuce and cabbage, when a naked lettuce type of operation is used, shall

consist of a driver-stitcher and a folder, and such crew's starting time shall be at the same time and shall end at the same time.

(2) Any truck driver who has seniority as of the date of this Agreement and who, because of age or physical incapacity is unable to drive and stitch shall not lose his seniority rights because of such incapacity.

(3) When a truck driver drives and stitches, truck driver seniority shall prevail.

D. A driver-stitcher and folder in a naked lettuce operation each shall receive a premium for each day worked equal to the sum of one hour straight time hourly rate of pay in addition to any other compensation provided for in this Agreement. Such premium is paid in order to help compensate for those duties required by the driver-stitcher and folder which are in addition to stitching and folding.

E. Transportation shall be provided for the folders to and from the field.

F. No loose cartons shall be carried on top of a load except for the last load of the day or the last load from the field or cartons necessary for replacement purposes.

F. (1) The National U. S. Consumer Price Index, San Francisco Bay Area (1967=100) as reported by the Bureau of Labor Statistics for the month of April, 1979, shall be the base index for the first Cost of Living review. In the event that the index in April, 1980 shall exceed an increase of five percent

(5%) of the April, 1979 base index, the hourly wage rates shall be increased by one cent (\$.01) per hour for each full .3 of a point increments of the Index over and above the five percent (5%) increase in the Index. Any adjustment due under the above formula shall be effective August 1, 1980.

(2) The National U. S. Consumer Price Index, San Francisco Bay Area (1967=100) as reported by the Bureau of Labor Statistics for the month of April, 1980, shall be the base index for the second Cost of Living review. In the event that the index in April, 1981 shall exceed an increase of five percent (5%) of the April, 1980 base index, the hourly wage rates shall be increased by one cent (\$.01) per hour for each full .3 of a point increments of the Index over and above the five percent (5%) increase in the Index. Any adjustment due under the above formula shall be effective August 1, 1981.

(3) The maximum amount of increase due under this section shall not exceed twenty-five cents (\$.25) in each of the second and third years of the Agreement.

SECTION 6 - PHYSICAL OR EYE EXAMINATION

The employer may elect to have employees take a physical or eye examination as directed by the Company. The cost of the examination will be paid for by the employer. The employer shall pay the cost of a required physical examination for the employee to maintain a Chauffeurs Class 1 and 2 licence in all areas covered by this Agreement. The selection of the physician shall be made from a panel of three doctors submitted

by the employer and the selection of the doctor to give the physical shall be the employee's choice.

SECTION 7 - NO RATE REDUCTIONS

No employee shall suffer any reduction in rates of pay by reason of the execution of this Agreement.

SECTION 8 - HOURS

All truck drivers shall be paid from the time called until released and shall be paid a minimum of two (2) hours for each call where no work is provided, and a minimum of five (5) hours for each call if required to start to work. This latter provision shall not apply if Company is unable to give five (5) hours work because of rain, frost, government condemnation of crop, or other causes beyond the control of the Company.

At the end of each day the Company shall post the call time for the next workday. If the Company shall at that time be unable to give a starting time for the next workday, the Company may notify the employee of the starting time at least two (2) hours before the actual starting time. The Company may require the employee to call the Company at a fixed time and place to determine starting time if the employee has no telephone.

Any call may be rescinded by the employer by notification to the employee prior to the time to reporting for work.

Starting time shall, unless otherwise specified herein, commence at the packing shed, barn, or garage. Where a truck driver is driving equipment located at other than the packing shed, barn, or garage, starting time shall commence at the place

where the equipment is located if the distance from the truck driver's home to such place is less than the distance from his home to the packing shed, barn, or garage, but his starting time shall commence at the packing shed, barn, or garage if the distance from the truck driver's home to such place is greater than the distance from his home to the packing shed, barn, or garage.

Where one truck driver works for two employers during one day, overtime shall be paid on the basis of the total number of hours worked for the combined employers where the equipment is directed to go to the second employer by the first employer.

There shall be no split shifts for any truck driver.

In the event an extra truck and driver who is not on the regular seniority list of the Company is put to work after work commences in each day for such crew, the Company shall guarantee such driver eight (8) hours work or the equivalent sum of eight (8) hours pay at the straight time rate of pay.

SECTION 9 - LUNCH HOUR

Employees shall be given a minimum of one-half (1/2) Hour in which to eat his lunch at approximately the middle of each eight (8) hours of work, but in no case shall an employee work in excess of five (5) hours without such lunch break. Employee will not take a lunch time while his truck is loaded with produce unless so directed by the employer.

SECTION 10 - DISPATCH RULES

The Union and the Company will reduce to writing, uniform

dispatch rules at the beginning of each season where there is a request by the employees for such rules. The adopted rules shall be subject to acceptance by the majority of the employees of the Company and shall be binding on the Company and the employees.

Any grievances or disputes regarding dispatch rules or the application thereof shall be referred to the Grievance Section of this contract.

In the event the Company establishes or changes Company house rules, the Company shall deliver a copy thereof to the Union within a reasonable time prior to the date of such rules.

SECTION 11 - SENIORITY

(a) A new employee shall work under the provisions of this Agreement as a probationary employee and shall be employed on a thirty (30) working day trial basis within a consecutive ninety (90) calendar day period with the individual Company during which period he may be discharged without further recourse. After the thirty (30) working day period described above, the employee shall be placed on the applicable seniority list. Seniority shall commence with the date of hire or commencement of the first date of employment within the ninety (90) calendar day period herein referred to. Upon attainment of seniority, an individual shall be considered a regular employee. The Company shall post the seniority list on the bulletin board. Copy of such list shall be mailed to the Local Union office. There shall be no responsibility for rehiring temporary employees if

they are laid off prior to obtaining seniority. Days worked in any area, Northern or Southern, shall be a credit from one season to another for one (1) year only and the employee must return for the next season.

(b) Seniority shall be cumulative from the beginning of the 1945 season and all persons having seniority beginning in that season shall be deemed to have equal seniority.

(c) An employee will not be required to transfer to other areas unless such was a condition of the terms of his employment, and must be in writing.

(d) There shall be two (2) seniority lists for each Company, one for the Northern area and one for the Southern area. For employees covered by this Agreement, seniority with the same employer within an area shall be cumulative from one district to the other. Seniority in the Southern area shall cover Blythe, Imperial Valley, San Joaquin Valley (excluding Brentwood area) and the State of Arizona. Seniority in the Northern area shall cover Monterey, San Benito, Santa Cruz Counties and Brentwood area. Newly hired employees shall not attain seniority in any area until they have completed thirty (30) days of employment within the ninety day period. A current copy of such lists shall be furnished to the Union upon request. Any employee may voluntarily give up his seniority on any list and maintain his seniority on any other list, provided he notifies the Company to maintain his name on such other list.

A seniority employee may request to be released from his

employment with the Company to protect his seniority with another Company in another area of operation provided that the Company has sufficient employees remaining in the job classifications to perform the work as directed by the Company.

(e) All jobs shall be filled and all rehires shall be made from the regular list in order of seniority, and thereafter vacancies shall be filled from the list in the same order, provided that persons having seniority are capable of performing in a manner satisfactory to the employer the work which is available; provided, however, that the right of appeal shall exist as provided in SECTION 25 - GRIEVANCE PROCEDURE. Similarly, layoffs from work shall be made in the reverse order of seniority, due consideration being given to the ability of employee laid off and of the remaining employees to perform the work available in a manner satisfactory to the employer, subject to the right of appeal as provided in the grievance procedure. When a permanent vacancy occurs in any shipping district covered by this Agreement, the Company shall post on the bulletin board in the shipping district where the vacancy occurs a notice of the vacancy, together with a bid sheet for a period of five days. At the end of such five (5) day period, the most senior qualified employee signing the bid sheet shall be awarded the job. The Company shall have the right to temporarily fill the permanent vacancy for the five (5) day period. The Company will not arbitrarily disqualify any employee from bidding on a job and the employee bidding on a job shall be given an on-the-job

opportunity to demonstrate his capability to perform the work. The Company shall notify the Union prior to removing any employee for failing to demonstrate his capability to perform the work. Nothing in this paragraph shall prevent temporary placement to fill vacancies, so long as the vacancy does not exceed a twenty-four consecutive hour period.

In filling any permanent opening, employees shall not be required as a condition of bidding on any job classification to be able to perform maintenance or mechanical repair work on any equipment associated with the job classification. However, nothing in this paragraph will remove any job requirement to learn and to perform such maintenance or repair work to maintain the job.

(f) There shall be a separate seniority list for "folders". Such folders shall acquire no seniority on the seniority list for other classifications included in this contract under the definition of "truck driver" and the other classifications shall acquire no seniority on the seniority list for folders. Other than herein provided, all of the provisions of this contract shall apply to folders.

There shall be a separate seniority list for "drivers and driver-stitchers". Such driver and driver-stitchers shall acquire no seniority on the seniority list for other classifications included in this contract under the definition of "truck driver" and the other classifications shall acquire no seniority on the seniority list for drivers and driver-stitchers. Other

than herein provided, all of the provisions of this contract shall apply to drivers and driver-stitchers.

There shall be a separate seniority list for "Hi-Jo drivers". Such Hi-Jo drivers shall acquire no seniority on the seniority list for other classifications included in this contract under the definition of "truck driver" and the other classifications shall acquire no seniority on the seniority list for Hi-Jo drivers. Other than herein provided, all of the provisions of this contract shall apply to Hi-Jo drivers.

In the event an employee on one seniority list works thirty (30) days within ninety (90) calendar days in another classification such employee may elect at such time to acquire seniority on such seniority list and terminate his seniority on the previous seniority list except as applicable to fringe benefits provided in this Agreement where Company seniority shall continue to apply. In the event the employee does not elect to change lists he shall maintain his seniority on the previous list.

(g) Seniority shall be broken for the following reasons:

- (1) Voluntary quitting;
- (2) Discharge for cause;
- (3) Failure to report for work under the terms of the seniority provision. If failure to report is due to a bonafide illness, accident or death in the family, this provision shall not apply.

(h) All grievances relating to seniority shall be made in

writing to the employer within ten (10) calendar days, and any employee failing to do so shall waive his right to bring such matters as a grievance.

(i) To protect his seniority, the employee shall furnish the employer with his proper mailing address. The employer shall, by mail or telegram at least ten (10) days prior to the beginning of the annual processing season, notify the employee of the approximate starting time thereof. Thereafter it shall be the duty of the employee to keep himself informed of the actual starting date of his employment and to report on the date set therefor, which notice shall be given to him at least forty-eight (48) hours prior thereto by posting on the Company's bulletin board; however, in the event the employee furnishes the Company with a telephone number, the Company shall call such number at least forty-eight (48) hours prior to actual starting date of his employment.

(j) If an employee is discharged for cause by an employer when working in any area covered by this Agreement, for the same employer, he shall lose all seniority rights with such employer.

(k) The employer shall have the right to discharge any employee for insubordination, drunkenness, incompetency, failure to perform work as required, or failure to observe safety rules and regulations or employer's posted rules and regulations. However, any employee who feels that he has been unfairly discharged shall have the right, within five (5) days, excluding Saturdays, Sundays and holidays, to bring the matter as a

grievance. Failure to act in writing within five (5) days excluding Saturdays, Sundays and holidays, shall waive the grievance.

The Company, shall either at the time of discharge or within five (5) days, excluding Saturdays, Sundays and holidays, after the discharge, furnish the employee with a written discharge notice stating the reason for the discharge, supervisor's name who discharged the employee, and the time and location of the offense. A copy of the discharge or termination notice shall be sent to the Union.

(1) In the event the Company acquires a new piece of motorized equipment used by a classification covered by this Agreement, such equipment shall be made available to employees in the classification using such equipment on the basis of seniority after date of execution of this Agreement. Nothing in this paragraph shall prevent the Company from assigning the equipment to work to be performed wherever located. Any equipment being displaced by this provision shall be assigned at the discretion of the Company.

(m) Whenever possible where trailers are used in hauling of lettuce, such trailers shall be offered to the drivers in each crew in order of seniority.

(n) In the event, the Company, after the date of execution of this Agreement commences to or expands its present use of a glued carton type operation in the field that displaces a seniority driver-stitcher and/or folder, the Company agrees to

provide a job opportunity to such driver-stitcher and/or folder or the employee with lower seniority displaced by such driver-stitcher and/or folder at the hourly rate of pay provided in this Agreement for drivers for the number of hours such driver-stitcher and/or folder would have worked in his crew.

(o) The Company agrees, as soon as possible, to have all trucks regularly used to haul produce to be equipped with heaters and defrosters.

SECTION 12 - BULLETIN BOARD

The Company will provide bulletin boards for use by the Company and Union placed at such central locations as shall be mutually agreed, upon which the Union may post notices of Union business.

SECTION 13 - NEW OR CHANGED OPERATIONS

In the event a new or changed operation or new or changed classification is installed by the Company, the Company shall set the wage or piece rate in relation to the classification and rates of pay provided in this Agreement and shall notify the Union before such rate is put into effect of the amount of the rate and of the operation and classification to which such rate applies. 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 grievance procedure, including arbitration for determination, which shall be binding upon the parties. Any rate agreed upon or as determined by the arbitrator shall be effective from the

installation of such new or changed operation or classification.

SECTION 14 - 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.

The signatory Employers operating within the jurisdiction of Locals 890, 912, 898 and 274, agree that the disposition of any regular employees displaced or having their seniority rights affected as a direct result of merging operations or the sale or acquisition of another Employer signatory to this same Agreement shall be, upon request of the Union, the subject of negotiations, and if not settled by negotiations shall upon written request of the Union be referred to arbitration for a final and binding decision.

SECTION 15 - VACATIONS

A. Employees shall be entitled to vacations as set forth herein for each year of this Agreement when they are in accordance with the following provisions:

(1) All employees who have an employment date of July 15, 1964 or earlier shall use a fiscal year beginning with the date of July 15 for determining vacation rights.

(2) Each employee who has an employment date after July 15, 1964 shall use a fiscal year commencing with the date of his first employment to determine his vacation rights.

(3) When an employee is employed by the Company and has maintained his seniority for eleven (11) months during the previous year he shall be entitled to a vacation in the following year, the "vacation year", based on the number of hours worked during his preceding year of employment, the "qualifying year", as follows:

- (a) Up to 324 hours - 1 days vacation
- (b) 325 to 674 hours - 2 days vacation
- (c) 675 to 849 hours - 3 days vacation
- (d) 850 to 1024 hours - 4 days vacation
- (e) 1025 to 1199 hours - 5 days vacation
- (f) 1200 hours or more - 6 days vacation

(4) When an employee has maintained his seniority continuously with the Company for three (3) years prior to the beginning of the vacation year and shall have worked the hours set forth above in subparagraph (3) in the qualifying year he shall be entitled to double the vacation set forth in subparagraph (3) above.

(5) When an employee shall have maintained his seniority continuously with the the Company for eight (8) years prior to the beginning of the vacation year and shall have worked the hours set forth above in subparagraph (3) in the qualifying year he shall be entitled to triple the vacation set

forth in subparagraph (3) above.

(6) When an employee shall have maintained his seniority continuously with the the Company for fifteen (15) years prior to the beginning of the vacation year and shall have worked the hours set forth above in subparagraph (3) in the qualifying year he shall be entitled to quadruple the vacation set forth in subparagraph (3) above.

(7) In lieu of the requirements of subparagraph (3) above, when an employee is employed by the Company and has maintained his seniority for eleven (11) months during the previous year, and has worked in forty-five (45) weeks of the fifty-two (52) weeks in such year, (the qualifying year) he shall be entitled to a vacation in the following year, (the "vacation year") of six (6) days vacation.

B. Requirements and Rights Applicable to Vacations

(1) The employee must work the hours set forth above in the qualifying year and be in the employ of the Company on the first day of the vacation year.

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

(3) Employees shall be permitted to schedule vacations in accordance with seniority and shall be guaranteed choice of vacation schedule by seniority upon giving the Company thirty (30) days advance notice. Except by mutual consent, no more than one employee or the nearest number of employees to

five percent (5%) of the unit, whichever is greater, shall be permitted to schedule vacation at the same time.

(4) The employee who has been or shall be discharged or who has or shall have voluntarily terminated his employment with the Company shall be entitled to a vacation under the provisions hereof.

(5) No employee shall receive more than one (1) full vacation per year from one (1) Company, but may receive more than one vacation from more than one Company.

SECTION 16 - HEALTH AND WELFARE, MAJOR MEDICAL AND DENTAL

The Company agrees to maintain a health and welfare plan in Tri Counties Welfare Trust Fund, or other plan, providing benefits, terms and conditions not less than the coverage presently provided by Plan 100A of the Tri Counties Welfare Trust Fund, plus well baby care and retiree coverage. Each eligible employee receiving benefits under a Plan as described herein shall have the right to consult with and be treated by a physician and/or surgeon or dentist of his choice. Payment of premium shall be made by the 10th of each current month during the period of this Agreement. When a seniority employee has maintained his seniority for at least one year with the Company he shall be deemed an eligible employee in any month in which work was performed and shall qualify for health and welfare coverage for the following month. For a non-seniority employee or an employee who has not maintained his seniority for at least one (1) year, who has worked eighty (80) hours for the Company

as disclosed by the payroll periods in the preceding month, the Company shall compute such employee's hours worked on the calendar month and payroll period for the first and last months of such employee's employment with the Company for the season, and if such employee is qualified on either method of computation, the Company shall pay such employee's health and welfare premiums for said month. The Employer may elect the Plan providing the benefits outlined above to and including August 15, 1979, and thereafter no change in plans may be made without the consent of the Union.

Each Company shall provide to the Union a copy each month of the eligible employees, together with a copy of the transmittal to any fund other than the aforementioned Tri Counties Welfare Trust Fund, and post a copy on the Company bulletin board.

Paid time granted an employee for a vacation shall be considered as time worked and taken into consideration when determining hours of work for the purpose of payment of health and welfare premium by the Company. Such paid vacation hours shall be added consecutively to the actual hours of work, commencing with the day after termination of employment for the season.

After termination of employment for the season, the employee may pay his own insurance premiums, at the group rate, for a period not to exceed ten (10) consecutive months. The first payment of premium by the employee must be paid by the

tenth day of the first month following termination of employment for the season, unless the premium for that month is paid by the employer, in which case the first payment of premium by the employee must be made by the tenth of the next consecutive month. Thereafter, each payment must be made consecutively by the tenth of the month; provided the employer is not obligated to pay insurance for that month.

Subject to the same eligibility requirements as provided in this section, the Company shall provide a group funeral plan to be paid for by the Company, with a maximum benefit of one thousand dollars (\$1,000.00) for each eligible employee and five hundred dollars (\$500.00) for each dependent of an eligible employee. A dependent under the group funeral plan shall be a wife or child who is under twenty-one (21) years of age, unmarried, and resides in the same household with the eligible employee and is dependent on him for support.

SECTION 17 - UNEMPLOYMENT INSURANCE

Where permissible by law, Company shall file with the California and Arizona Employment Commissions a written election that all employment of all employees covered by this Agreement shall be deemed employment for all the purposes of the Act and upon approval by the Commission of such election, Company will make the payments and deductions provided.

SECTION 18 - PENSION PLAN

Company shall maintain in effect during the term of this Agreement the Western Growers Pension Plan with benefits now in

effect; provided, however, said Pension Plan shall provide the following benefits:

(a) Commencing July 29, 1979, benefits shall be increased from \$20.00 to \$22.00 per month for each year of credited service with full benefit accruing July 29, 1981.

(b) Commencing August 1, 1980, benefits shall be increased from \$22.00 to \$24.00 per month for each year of credited service with full benefit accruing August 1, 1982.

(c) Commencing August 1, 1981, benefits shall be increased from \$24.00 to \$28.00 per month for each year of credited service with full benefit accruing August 1, 1983.

The premium shall be paid for each hour worked up to a maximum of one hundred and seventy-three (173) hours in any month.

The Company agrees to pay any increases in the hourly contribution rate to maintain the above level of benefits.

SECTION 19 - HOLIDAYS

The following days shall be observed as holidays: Sunday, Christmas, New Year's, Washington's Birthday, Memorial Day, Fourth of July, Labor Day, Veterans Day, and Thanksgiving.

Christmas, Labor Day, Veteran's Day, Thanksgiving, New Year's, Memorial Day, and Fourth of July shall be paid holidays without work at the straight time rate of pay for eight (8) hours; if work is performed on any of these seven holidays, the employee shall receive, in addition to the above, time and one-half the straight time hourly rate for all hours worked to and

including eight (8) hours, and two and one-half times the straight time hourly rate for all hours worked in excess of eight (8) hours. All work performed on any holiday other than these seven shall be paid for at the overtime rate.

When a holiday falls on Sunday, the day designated by State or Federal proclamation shall be observed as a holiday.

The above holiday provisions shall be applicable to employees on the seniority list who worked any time during fourteen (14) calendar days of the holiday.

SECTION 20 - LEAVES OF ABSENCE

Leaves of absence may be granted by applying to and receiving approval from the Company. All leaves of absence shall be in writing, signed by the Company and employee, and one copy shall be sent to the Union. Leaves of absence shall not be granted employees in order to work for other companies (unless approved by the Company in accordance with Section 11 (d) above) or to enter into any business of their own. Any leave of absence for over ten (10) days must be approved by the Company and the Union.

SECTION 21 - FUNERAL LEAVE

An employee shall be granted a funeral leave for a period of up to four (4) days, at eight (8) hours straight time rate of pay, for attendance at a funeral of the employee's spouse, children, brother-in-law, sister-in-law, current stepchildren, stepfather, stepmother, or of the mother, father or grandparents of either the spouse or the employee.

Pay for funeral leave shall be granted on any day when the Company is scheduled to work.

SECTION 22 - JURY DUTY

When an employee is first notified of a call for jury duty, he shall immediately inform the Company in writing of such notification. If an employee is called for jury duty he shall be paid the difference between eight (8) hours straight time rate of pay and the payment made to such employee called for jury duty for those days on which the employee would have worked.

SECTION 23 - NO STRIKE - NO LOCKOUT

The Company and the Union agree that there shall be no lockouts, strikes, slowdowns, or job action during the life of this Agreement.

It shall not be a violation of this Agreement or cause for discharge or disciplinary action, in the event an employee refuses to cross or work behind a picket line set up pursuant to a lawful primary labor dispute sanctioned by the Executive Officer of the appropriate Teamster's Local Union and Joint Council.

SECTION 24 - GRIEVANCE AND ARBITRATION PROCEDURE

A. Should any controversy, dispute, or disagreement arise during the term of this Agreement, there shall be no form of economic activity by either party against the other because of such controversy, dispute, or disagreement, but the difference shall be adjusted as follows:

B. The employee shall first attempt to resolve the issue with his immediate supervisor or other representative designated by the Employer. If called upon at this step of the grievance procedure, a Union representative and supervisor designated by the Employer may also attempt settlement.

C. If the issue is still unresolved under Paragraph B above, upon receipt of a written notice from either party setting forth the nature of the dispute, designated representatives, Grower-Shipper Vegetable Association of Central California and the Union, shall within a calendar week from receipt of such written notice, attempt to reach a settlement.

D. If the matter is not settled within two (2) calendar weeks from receipt of the written notice described in Paragraph C above, the Union or Grower-Shipper Vegetable Association of Central California may request a list of five (5) arbitrators from the Federal Mediation and Conciliation Service, and the parties shall select therefrom one (1) arbitrator by alternately deleting names from the list until a last name remains, the parties drawing lots to determine who shall be entitled to the first deletion. The time limit referred to in this article may be extended by mutual agreement of the parties.

The arbitrator selected in accordance with the above procedure, along with representatives appointed by both Grower-Shipper Vegetable Association of Central California and the Union, shall constitute a three-man Board of Arbitration. The decision of any two of said arbitrators upon the question in

dispute shall be final and binding upon the parties hereto; provided that the Board shall not have the authority to change, alter, or modify any of the terms or provisions.

The expense of the arbitration and of all mutual facilities and services shall be borne equally by the Employer and the Union and the decision of the arbitrator shall be binding upon both parties.

In the event the Employer or Union fails to abide by the decision of the arbitrator, the Union or Employer shall be free to take whatever economic or legal action it may deem necessary, and any such action taken shall not be considered a violation of this Agreement.

E. Any claims for compensation shall be limited to a maximum of thirty (30) days retroactive from the date the claim is submitted to the Employer in writing. Any such grievance, claim or dispute not submitted within such time shall be waived, unless the Board of Arbitration by majority vote for good cause accepts such submission, or unless either party has intentionally concealed the facts upon which the grievance, claim or dispute is based.

F. There shall be no retaliation or discrimination against an employee for filing a grievance.

SECTION 25 - DELINQUENCIES

Notwithstanding anything herein contained, the failure of any Company signatory to this Agreement to make the necessary payments as provided in Section 1 (Union Security), Section 16

(Health and Welfare), and Section 18 (Pension Plan) shall give the Union or the employees of any Company signatory to this written notice, excluding Saturdays, Sundays, and holidays, to the Company, to take any legal or economic action they see fit against the Company to enforce compliance.

Whether or not such action is taken, the Company shall be liable to the employees for any and all benefits under any of the aforementioned sections that the employees would have received if the Employer had not been delinquent in making the payments.

SECTION 26 - SAFETY

The Company shall abide by all applicable health and safety regulations regarding the employees covered by this Agreement and no employees shall be disciplined for refusing to work under proven unsafe conditions which unsafe conditions would place the employee or employees involved in a position dangerous to their health or safety. Any unsafe conditions shall be reported to the Company and such conditions shall be checked and signed by a representative of the Company before the equipment is put back to work.

SECTION 27 - DURATION OF AGREEMENT

A. This Agreement shall become effective as of July 29, 1979, and this Agreement shall be binding on the parties hereto for the period to and including the last Saturday of July, 1982. This Agreement shall automatically renew itself for a period of one (1) year from the expiration date hereof unless either of

the parties hereto shall give notice in writing to the other party sixty (60) days prior to its expiration, requesting negotiations for a new Agreement.

B. Negotiations shall commence not later than ten (10) days from receipt of such notice.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals as of this 30th day of July, 1979.

FOR THE COMPANY:

GROWER-SHIPPER VEGETABLE ASSOCIATION
OF CENTRAL CALIFORNIA

By J. Michael Storm
President

By W. H. Houghton
Executive Vice President

FOR THE UNION:

GENERAL TEAMSTERS, WAREHOUSEMEN AND
HELPERS' UNION, LOCAL NO. 890,
MONTEREY AND SAN BENITO COUNTIES

By Jose M. Rodriguez
Assistant Secretary-Treasurer

GENERAL TEAMSTERS, PACKERS, FOOD
PROCESSORS, AND WAREHOUSEMEN, LOCAL
NO. 912, SANTA CLARA AND SANTA CRUZ
COUNTIES

By Richard J. Kerp
Secretary-Treasurer

GENERAL TEAMSTERS, SALES DRIVERS
AND HELPERS, LOCAL NO. 274, STATE
OF ARIZONA

By John T. Blake
Secretary-Treasurer, Local No. 274

TRUCK DRIVERS AND HELPERS UNION,
LOCAL NO. 898, YUMA, ARIZONA AND
EL CENTRO, CALIFORNIA

By James H. Wood
Secretary Treasurer

PARTIES

Company

Admiral Packing Co.	Salinas
Associated Produce Distributors	Castroville
Jack T. Baillie Co., Inc.	Salinas
California Coastal Farms	Salinas
Cel-A-Pak	Salinas
Eckel Produce Co.	Salinas
The Garin Company	Salinas
Green Valley Produce Cooperative	Salinas
Growers Exchange, Inc.	Salinas
Harden Farms of California	Salinas
Let-Us-Pak	Salinas
Merit Packing Co.	Salinas
Merrill Farms	Salinas
J. R. Norton Company	Salinas
The Nunes Company, Inc.	Salinas
Sakata Ranches, Inc.	Watsonville
Salinas Lettuce Farmers Cooperative	Salinas
Salinas Marketing Cooperative	Salinas
Ralph Samsel Co.	Salinas
Sears-Schuman Co.	Watsonville
Senini Arizona, Inc.	Yuma
Stewart Packing Co.	Salinas
Sun Harvest, Inc.	Salinas
Veg-A-Mix	Castroville
VegPak, Inc.	Salinas
West Coast Farms	Watsonville