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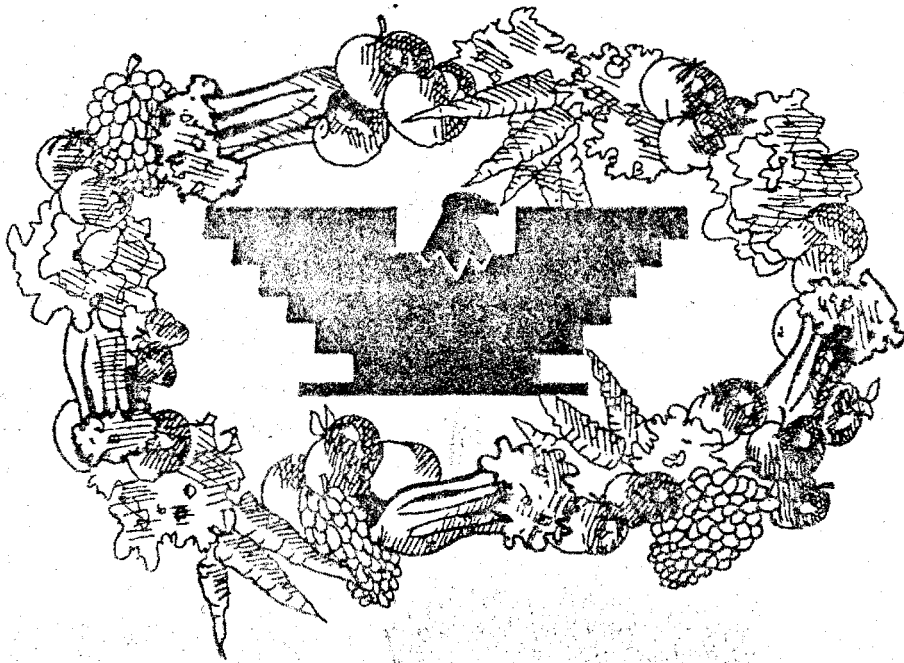
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**CONVENIO COLECTIVO  
ENTRE  
GROWERS EXCHANGE  
Y  
LA UNION  
DE CAMPESINOS  
DE AMERICA AFL-CIO**



**COLLECTIVE AGREEMENT  
BETWEEN  
GROWERS EXCHANGE  
AND  
UNITED FARM WORKERS  
OF AMERICA  
AFL-CIO**



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

GROWER'S EXCHANGE

AND

THE UNITED FARM WORKERS OF AMERICA, AFL-CIO

FEBRUARY 21, 1978 - JANUARY 1, 1979

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## PARTIES

This Agreement and supplemental Agreements attached hereto are between GROWER'S EXCHANGE, hereafter called "the Company" and the United Farm Workers of America, AFL-CIO, hereafter called "the Union". The parties agree as follows:

## ARTICLE 1. RECOGNITION

A. The Company does hereby recognize the Union as the sole labor organization representing all of the Company's agricultural employees (hereinafter called "workers") in the unit set forth in Agricultural Labor Relations Board's certification in case number 77-PC-8-E. In the event the Agricultural Labor Relations Board certifies other employees not here included within the certified unit, such additional employees shall be included under the terms of this Agreement. The term "worker" shall not include office and sales employees, security guards and supervisory employees who have the authority to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward or discipline other workers or the responsibility to direct them or adjust their grievances, or effectively recommend such action, if, in connection with foregoing, the exercise of such authority is not of a merely routine or clerical nature but requires the use of independent judgement.

B. The Company agrees that no business device including joint ventures, partnerships or any other forms of agricultural business operations shall be used by the Company for the purpose of circumventing the obligations of this Collective Bargaining Agreement.

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

D. Neither the Company nor its representatives will take any action to disparage, denigrate or subvert the Union. Neither the Union nor its representatives will take any action to disparage, denigrate or subvert the Company.

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

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

## ARTICLE 2: UNION SECURITY

A. Union membership shall be a condition of employment. Each worker shall be required to become a member of Union immediately following five (5) continual days after the beginning of employment, or five (5) days from the date of the signing of this Agreement, whichever is later; and to remain a member of Union in good standing. Union shall be the sole judge of the good standing of its members. Any worker who fails to become a member of Union within the time limit set forth herein, or who fails to pay the required initiation fee, periodic dues or regularly authorized assessments as prescribed by Union, or who has been determined to be in bad standing by Union pursuant to the provisions of the Union's constitution, shall be immediately discharged upon written notice from Union to Company of the worker's good standing status.

B. Company agrees to furnish to Union in writing, within one (1) week after the execution of this Agreement, a list of its workers giving the names, addresses, Social Security numbers and type of job classification.

C. Company agrees to deduct from each worker's pay initiation fees, all periodic dues, and assessments as required by Union, upon presentation by the Union of individual authorization signed by workers, directing Company to make such deductions. Company shall make such deductions from 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 weekly. The Company shall provide a monthly summary report as soon as possible, but not later than the 20th day of the month following the ending date of the previous month's pay period containing the names of the workers, Social Security numbers, payroll periods covered, gross wages, total hours worked per worker, total number of workers and amount of Union dues deducted during such pay periods from each worker. Union will furnish the forms to be used for authorization and will notify the Company in writing of dues, assessments and initiation fees within five (5) days of the execution of this Agreement and

five (5) days before the effective date of any change.

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 application and dues checkoff authorization forms as provided by the Union.

E. Union shall indemnify and hold 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 Company for the purpose of compliance with any of the provisions of this Article.

### ARTICLE 3: HIRING

A. The Union shall operate and maintain a facility whereby Company may secure new or additional workers. The Union will notify Company of the address and phone number of each facility nearest each operation of the Company and the name of the person in charge of the facility.

B. Company recalls of seniority workers shall be pursuant to Section C of Article 4. Workers returning to work on recall shall check in with the Union Steward or other Union representative on the job site to verify the worker's name is on the seniority list before commencing work.

C. Whenever at the beginning of any operating season in any area of operation of the Company, the Company anticipates the need for new or additional workers to perform any work covered by this Agreement, the Company shall, at least two (2) weeks prior to the date of anticipated need for such workers, notify the facility of the Union designated in Section A in writing, stating the number of workers needed, the type of work to be performed, the estimated starting date of the work and the approximate duration thereof. The Company shall notify the Union promptly of any change in estimated starting date, however, the Company shall give to the Union the exact starting date no later than forty-eight (48) hours prior to the actual date for commencement of work.

D. In the event, during the operating season in any area of Company operations, new or additional workers are needed to perform work covered by this Agreement, the Company shall notify the Union facility designated in Section A of the number of workers needed, the type of work to be performed, the date the workers are needed, and whether the work is

temporary or permanent. The Union shall be given forty-eight (48) hours notice or as far in advance as possible.

E. When workers are requested of the Union, Union shall use its best efforts to furnish the requested number of workers. If the Union does not furnish the requested number of workers on the date requested, the Company shall be free to procure needed workers not furnished by the Union from any other source. If the Company secures workers under the provisions of this paragraph, the Company will make available to Union, in writing within five (5) days thereafter, the names, Social Security numbers, date hired and job classifications of all workers so hired, provided however, that the Union shall be entitled, acting on its own, to ascertain such information from such workers at any time after twenty-four (24) hours following the hiring of such workers, provided further, that work is not interrupted. Grievances relating to this paragraph shall be subject to the expedited grievance and arbitration procedure.

F. When Company requests workers from the Union facility for jobs which require skills or experience (such as tractor drivers, irrigators) the Union will refer workers who meet the job requirements. Before the Company makes a determination that a referred worker does not meet the job requirements, the supervisor will fully explain the job duties and requirements and give the worker a reasonable time to meet the job requirements. Discharges shall be subject to the procedure of Article 8 - Discipline and Discharge.

G. It is essential that the Union has advance notice of any layoff, so it may plan utmost utilization of available workers. Accordingly, the Company will notify Union seven (7) days in advance of any layoff, or as soon as possible prior to any layoff.

H. In the event that it is necessary to layoff workers before they acquire seniority, it is understood that if such workers are referred or dispatched by the Union to the employer from which they were laid off, that such workers will be given work opportunity by the Company on the same basis as any other non-seniority worker.

#### ARTICLE 4: SENIORITY

A. After a worker has worked for the Company at least fourteen (14) workdays within the preceding ninety (90) calendar days, he shall acquire seniority on the fourteenth



(14th) day of work retroactive to his date of hire. Whenever a commodity or crop season is less than twenty-eight (28) calendar days, a worker shall acquire seniority provided he works one-half (1/2) the number of workdays in the season. It is understood that the days prior to acquiring seniority do not establish nor shall be a probationary period. There shall not be layoffs for the purpose of circumventing acquisition of seniority.

1. Voluntary quitting.
2. Discharge for just cause.
3. When on layoff fails to report within three (3) working days after being called unless satisfactory reasons are given.
4. When the worker fails to report to work at the termination of a leave of absence or vacation without an approved extension as per Article 11 - Leave of Absence of this Agreement.
5. When any worker leaves the bargaining unit to accept a supervisory or other position with the Company outside the bargaining unit.
6. Any worker rehired after loss of seniority as provided above shall establish a new seniority date as provided in Section A above.

C. In layoff of workers for lack of work or at end of the Company's operating season, the worker with the least seniority shall be laid off first, and in recall of workers from layoff, workers with the highest seniority shall be recalled in their order of seniority, and the filling of vacancies, new jobs, promotions within the bargaining unit, demotions, shall be on the basis of seniority, provided however, the worker is able to do the work. In such cases, the supervisor will fully explain the job duties and requirements and give the worker a reasonable time to meet the job requirements.

D. Whenever a permanent vacancy occurs in an hourly rated job classification with a rate above the general field and harvesting rate, such vacancy shall be posted on the Company's bulletin board in the area of the vacancy. The posting shall be made at least five (5) days before the vacancy is permanently filled. A copy of the posting will be made available to the Union Ranch Committee. Seniority workers desiring to apply for such position shall sign the posting. Selection and training for those workers applying for the position shall be as set forth in Paragraph C above.

E. The Company, when anticipating the recall of seniority workers, shall notify the worker and the Union, not less

than two (2) weeks prior to the estimated starting date of the work and the approximate duration thereof. The Company shall then notify the worker when to report for work, allowing reasonable time to report. All such notice of recall shall be a joint recall bearing the title of the Company and the Union. There shall be no recall by labor contractors. It is understood that the provisions of Article 3 - Hiring, Section B, apply to the recalled worker.

F. The Company shall notify the Union within five (5) working days of seniority workers laid off or recalled on a seasonal basis, in accordance with this Article by giving the worker's name, Social Security number, seniority date, job or commodity classification and date of recall or layoff. Grievances relating to this paragraph shall be subject to the Expedited Grievance and Arbitration Procedure.

G. Beginning with the signing of this Agreement and each three (3) months thereafter, the Company shall provide the Union with an up-to-date seniority list showing the name of each worker, his seniority date, Social Security number and job or commodity classification. The Company shall also post a seniority list in a conspicuous place for examination by the workers and the Union Ranch Committee. The Union may review the accuracy of the seniority list and present to the Company any errors it may find on such list. Grievances relating to this paragraph shall be subject to the expedited grievance and arbitration procedure.

H. Seniority shall not be applied so as to displace (bump) any worker of the Company within an established crew, commodity or area.

I. It is understood that the Company and the Union may agree in writing to make deviations from these seniority provisions.

In the event the Union and the Company have agreed to a local seniority provision different from Article 4 of the Contract signed herein, the Union and the Company agree to review and revise if agreed upon said local provision, only, one year after the date of signing this Agreement, if either party so requests.

#### ARTICLE 5: GRIEVANCE AND ARBITRATION PROCEDURE

A. The parties to this Agreement agree that all disputes which arise between the Company and the Union out of the interpretation or application of this Agreement shall be subject to the Grievance and Arbitration Procedure. The

parties further agree that the Grievance Procedure of this Agreement shall be the exclusive remedy with respect to any disputes arising under this Agreement, and no other remedies shall be utilized by any person with respect to any dispute involving this Agreement until the Grievance Procedure has been exhausted. Any claim by Union that on the job conduct by any non-bargaining unit employee is disrupting working relations may be treated as a Grievance provided that such Grievance is specified in detail.

B. The Company agrees to cooperate to make Union Stewards available to workers wishing to submit a grievance and to make the Grievance Committee of the Union 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 immediately taken up between the Company supervisor involved and the Union Steward. They shall use their best efforts to resolve the grievance. In the event the grievance is not immediately satisfactorily resolved the grieving party shall reduce the grievance to writing and set forth the nature of the grievance. A grievance regarding a discharge of an employee must be filed in writing within five (5) days of the discharge. All other grievances must be filed in writing within thirty (30) days of the occurrence of the grievance or thirty (30) days of the discovery thereof.

STEP TWO: Any grievance not resolved in the First Step shall be discussed in a meeting between the Grievance Committee and the Company representative delegated to resolve such matters not later than ten (10) calendar days of the filing of the grievance. If the grievance is not satisfactorily resolved in such meeting the party receiving the grievance shall immediately give a written response to the other regarding its position including reasons for the denial. The failure of the grieving party to appeal to the Second Step within thirty (30) calendar days shall waive the grievance. A Union representative may fully participate in the grievance meeting.

STEP THREE: If the foregoing fails to produce settlement the matter shall be referred to the arbitrator for the area within thirty (30) days. The arbitrator shall consider and decide the grievance referred to him. In cases where more

than one grievance is referred to arbitration in an area the arbitrator may hold consecutive hearings to expedite hearings. The arbitrator shall not have the authority or jurisdiction to modify, add to, or detract from, or alter any provisions of this Agreement. Within that 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. He shall also have the authority to apply the Agreement and order compliance by all parties within the terms of the Agreement.

The arbitrator in his discretion may render a bench decision, or may allow briefs, but in any event shall issue a decision in writing to the parties within fifteen (15) days after the date of the close of the hearing sessions.

The decision of the arbitrator shall be binding on the Company, the Union and the workers.

All expenses and salaries of the arbitrator shall be borne equally by the parties. Each party shall pay the cost of presenting its own case.

**SELECTION OF THE ARBITRATOR:** The parties will make a good faith effort to agree on a list of arbitrators for each of the areas listed below. In the event they are unable to agree, and not later than one week (unless there is mutual agreement to extend this time period) after the execution of this Agreement and each (6) months thereafter, if requested by either the Company or the Union, a panel of eleven (11) arbitrators shall be requested from either the American Arbitration Association or the Federal Mediation and Conciliation Service. One panel shall be requested for the Salinas area, one panel for the Ventura and Santa Barbara area, and one panel for the Imperial Valley. Upon the request of either party additional lists of arbitrators shall be requested for the other geographical areas.

After receipt of the lists, the parties shall meet to select arbitrators for each area. If the parties cannot agree upon the selection of arbitrators then they shall turn to the lists of arbitrators received under procedures of the above paragraph. The person to strike first shall be selected by a coin toss. That party shall strike the first name from each list. The name remaining after each party has struck five shall be the person designated as arbitrator for each area. However, every six (6) months, either party may request a new list of arbitrators for any area and require a new meeting as discussed in this paragraph to select a new

arbitrator.

E. EXPEDITED GRIEVANCE AND ARBITRATION. The parties agree that the primary purpose of the grievance procedure is to resolve grievances as speedily as possible and to maintain good relations between the Union, the Company, and the workers. It is recognized that there are times and there are certain issues that may arise, wherein it is to the best interest of all concerned to have a resolution of the matter more quickly than provided in the above procedure.

Accordingly, it is agreed that grievances specified elsewhere in this Agreement as subject to the expedited Grievance and Arbitration Procedure may at the request of the grieving party and with written notice to the other party be expedited to arbitration.

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

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

G. In the event that any dispute causes a work interruption of any kind, the parties agree to make an immediate joint effort to end such interruption which may include contacting the arbitrator. The arbitrator shall order an end to such interruption, personally, if possible, or by telephone, and shall immediately attempt to resolve the dispute. This in no way alters the obligation or liability of either party under the Collective Bargaining Agreement.

#### ARTICLE 6: NO STRIKE CLAUSE

A. There shall be no strikes, slowdowns, boycotts, 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 Union and/or Company, as the case may be, shall do everything within their power to end or avert such

activity.

C. Workers covered by this Agreement shall not engage in any strike, slowdown or other interruption of work, which action is not approved by the Union.

#### ARTICLE 7: RIGHT OF ACCESS TO COMPANY PROPERTY

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

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

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

#### ARTICLE 8: DISCIPLINE AND DISCHARGE

A. Company shall have the sole right to discipline and discharge workers for just cause, providing that in the exercise of this right it will not act in violation of the Agreement.

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 Union official and such Union representative shall have the right to be present when formal charges are made, if they so desire. Provided, however, if a situation occurs in a remote area, wherein the Company deems it necessary to take action and no Steward or Union representative is available, the Company may take action and must give written notice within the time limit in Paragraph C below.

C. The Steward or other Union representative shall have the right to interview workers in private.

Within forty-eight (48) hours after any discharge for just cause, the Union representative will be notified in writing the reasons for such discharge.

D. Individual performance in relation to piece rate, or

incentive plan, shall not be conclusive evidence for the purpose of disciplining or discharging a worker. This provision shall not, however, constitute any limitation on any of the Company's rights to discharge or discipline for unsatisfactory work performance.

Discharge and other disciplinary action are subject to the Grievance and Arbitration Provisions of this Agreement.

#### ARTICLE 9: DISCRIMINATION

A. In accord with the policies of the Company and the Union, it is agreed that there shall be no discrimination against any worker because of race, age, creed, color, religion, sex, political belief, national origin, language spoken or Union activity.

#### ARTICLE 10: WORKER SECURITY

A. Company agrees that any worker may refuse to pass through any picket line of another Company and 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 sanctioned by the Union.

C. The provisions of this Article are not limitations in any way on the rights of the Company as set forth in Article 38, Grower-Shipper Contracts. The provisions of Article 14 (C) Health and Safety, also apply.

#### ARTICLE 11: LEAVES OF ABSENCE

##### Leaves of Absence for Union Business

A. Any worker elected or appointed to an office or position in the Union shall be granted a leave of absence for a period of continuous service with the Union upon written request of the Union. Ten (10) days notice 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 be without pay. Seniority shall not be broken or suspended by reason of such leave.

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

1. Written notice shall be given by the Union to the Company at least two (2) days prior to commencement of any such leaves;

2. Such leaves of absence shall only be granted to workers engaged in harvesting and/or hoeing and thinning and shall not exceed 10% of any such crew;

3. This Section shall only apply to Companies whose harvesting operations exceed sixty (60) work days in a calendar year;

4. This Section shall not apply to operations during critical periods such as the first and last week of harvest, if it would harm operations.

#### Other Leaves

C. A leave of absence without pay shall also be granted to workers by the Company upon workers applying to and being confirmed by the Company for any of the following reasons without loss of seniority:

1. For Jury Duty or Witness Duty when subpoenaed.

2. A worker who serves in the U.S. Military and notifies the Company and Union in writing prior to leaving for such service, and reports for work within 30 days after being discharged from such service, shall not lose any seniority, job rights, or other benefits. Upon return from such service, such worker shall be granted a job equal to that he or she would have had with Company had he or she remained in Company's continued employ, provided, however, any renewal of enlistment beyond the original one will serve to break seniority unless such action violates the Selective Service Act.

3. Up to two (2) years of illness or injury requiring absence from job. The Company may require substantiation by medical certificate or other adequate proof of illness.

4. For valid personal reasons, not to exceed thirty (30) days.

All leaves in excess of three (3) days shall be in writing on approved leave of absence forms provided by the Company. Such forms shall be signed by the Company representative, the worker requesting the leave, signed by the Company representative, the worker requesting the leave, and by the Union Steward or other Union representative to signify receipt of the Union's copy. Leave of absence shall be extended by the Company for a valid personal reason if a request for such an extension is made by the worker in writing to the Company with a copy to the Union prior to the termination of the original leave, provided however, that a request for an extension may be submitted simultaneously



with the request for a leave of absence for valid personal reasons if the worker has special circumstances which require additional time.

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

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

#### ARTICLE 12: MAINTENANCE OF STANDARDS

A. Company agrees that all conditions of employment for workers relating to wages, hours of work and general working conditions shall be maintained at no less than the highest standards in effect as of this date of this Agreement. Conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

B. The Union and the Company agree that during the negotiations which resulted in this Agreement they have fully negotiated and agreed to the terms of the Company's contributions to the RFK Farmworkers Medical Plan and the Juan De La Cruz Farmworkers Pension Plan, that said terms of contributions as set forth herein sets forth the Company's total obligations in respect to medical and pension plans and that therefore the obligations of Article 12 do not extend to any medical and pension plan maintained by the Company prior to this Agreement.

#### ARTICLE 13: SUPERVISORS

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

#### ARTICLE 14: HEALTH AND SAFETY

A. The Company and Union are interested in the health and safety of employees while working with the Company. It is understood and agreed that it is necessary in the sophisticated farming practices of today that certain agricultural chemicals must be used for the control of pests and growth of the product. Company recognizes that use of certain chemicals may be injurious to farm workers. The use of such chemicals injurious to farm workers must be such so as not to cause injury to employees. Company agrees to make available to Union such records as will disclose the following:

1. Location of field treated with injurious materials;
2. Name of material used by brand name and chemical name and registration number;
3. Date and time material was applied and its formulation;
4. Amount of material applied and its formulation and concentration;
5. Method of application;
6. Applicator's name and address, if any.

B. The Company will comply with all applicable laws relating to the health and safety of farm workers and will not use banned chemicals such as, but not limited to DDT, DDD, DDE, Aldrin and Dieldrin.

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

D. In accordance with law, there shall be adequate toilet facilities, separate for men and for women in the field readily accessible to workers, that will be maintained by the Company in a clean and sanitary manner.

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

F. Tools and equipment and protective garments necessary to perform the work and/or to safeguard the health of or to prevent injury to a worker's person shall be provided, maintained and paid for by the Company. 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. Workers shall be charged actual cost for equipment that is not broken and not

returned. Receipts for returned equipment shall be given to the worker by the Company.

G. Adequate first aid supplies shall be provided and kept in clean and sanitary dust-proof containers.

H. When a worker who applies agricultural chemicals is on the Company payroll, one baseline cholinesterase test and other additional tests shall be taken on those workers so employed at Company's expense when organo-phosphates are used and, if requested, results of said test(s) shall be given to an authorized Union representative.

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

#### ARTICLE 15: 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 training of displaced workers to operate and maintain the new mechanical equipment, the placement of displaced workers in other jobs with the Company, the training of such workers for other jobs with the Company, or the placing of such workers on a preferential hiring list which the Company and Union will use in conjunction with Article 3, Hiring.

#### ARTICLE 16: MANAGEMENT RIGHTS

The Company retains all rights of management including the following, unless they are limited by some other provision of this Agreement: 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; to determine the products to be produced, or the conduct of its business; to direct and supervise all of the employees including the right to assign and transfer employees; to determine when overtime shall be worked and whether to require overtime.

#### ARTICLE 17: UNION LABEL

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

A. Company will make available to the designated Union representatives, at the 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, Company shall be entitled to the use of said label and seal. It is agreed that during the term of this Agreement each shipping package or container harvested and packed by Union members and shipped by Company shall bear the Union label or seal. In this regard Company shall not sell, transfer, or assign its right to use said label or seal except upon written permission of the Union. The color, size and placement of the label or seal on particular packages or containers shall be determined by the Company.

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

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

#### ARTICLE 18: 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 in Appendix "A" 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 operation.

ARTICLE 19: HOURS OF WORK, OVERTIME AND WAGES

A. OVERTIME: The following overtime provisions shall apply to all hourly workers except to irrigators or to irrigator subforemen.

DAILY OVERTIME: A premium of 35 cents per hour shall be paid for all hours worked in excess of eight (8) hours in any one (1) day.

SUNDAY OVERTIME: On Sunday, or any other day agreed upon between the Company and the Union to be treated as Sunday, workers shall receive time and one-half (1-1/2) their regular rate of pay for all hours worked on such day.

SATURDAY OVERTIME: On Saturday, or any other day agreed upon between the Company and the Union to be treated as Saturday, workers shall receive a premium of 35 cents per hour for all hours worked in excess of five (5) hours on such day.

B. NIGHT SHIFT PREMIUM: Night shift shall apply for Tractor Operators Class A and Class B who work a majority of their shift between the hours of 6:00 p.m. to 6:00 a.m. for which night shift, the worker shall be paid a premium of 25 cents per hour for all hours worked.

C. There shall be no pyramiding of overtime or night shift premium.

D. Meal time breaks shall be one-half (1/2) hour and are not compensated for nor counted as hours worked under the provisions of this Agreement.

E. The Company agrees not to require piece rate iceberg lettuce crews, except for loaders to work more than eight (8) work hours in any given day except in emergencies. It shall not be a violation of this Agreement for crews to work more than eight (8) hours.

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

G. 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 time period not to exceed twenty-eight continuous calendar days.

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

#### ARTICLE 20: REPORTING AND STANDBY TIME

A. A worker who is required to report for work and does report and is furnished no work shall be paid at least four (4) hours at the worker's hourly rate of pay or the worker's average hourly piece rate earnings based on the preceding payroll week.

If workers commence work and they are furnished less than four (4) hours of work, hourly paid workers shall be paid at least four (4) hours that day at their hourly rate of pay, and piece rate workers shall be paid at the piece rate earned during the time worked and general field harvesting hourly rate for the remaining time up to four (4) hours that day.

This Section shall not apply where work covered by this Agreement is delayed or cannot be carried out because of rain, frost, government condemnation of crop, or other causes beyond the control of the Company.

B. A worker shall be paid for all time he is required to remain on the job at the hourly rate. This shall not apply to piece rate workers after they commence work.

C. Any call may be rescinded by notification to workers at least six (6) hours prior to the time scheduled for reporting to work.

#### ARTICLE 21: REST PERIODS

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

#### ARTICLE 22: VACATIONS

Vacation pay shall be granted to eligible workers who qualify for such vacations. Workers shall be eligible in the calendar year following the first anniversary of continuous employment and annually thereafter for vacation pay and one week vacation, provided, that, in order to qualify for vacation pay the worker shall work the hours set

forth below in the prior calendar year. Vacation pay will be the percentage specified below of the workers' gross Company earnings in the qualifying calendar year.

Hourly Workers - 1,000 and up - 2%  
Piece Rate Workers - 700 and up - 1%

The employee who has qualified for a vacation shall be allowed time off, with the consent of the Company, as specified herein with no loss of seniority.

Commencing January 30, 1977, and thereafter, a worker who has maintained his seniority for four (4) or more consecutive years shall receive double the above vacation benefits.

#### ARTICLE 23: BEREAVEMENT PAY

To make funeral arrangements and to attend the funeral of a member of the immediate family (father, mother, child, brother, sister, husband or wife, mother-in-law, or father-in-law), the worker who has worked for the Company at least five (5) days, including days off on excused absences, during the two (2) weeks preceding the week of the funeral will be paid what he would have earned had he been working for the Company, not to exceed three (3) days. The Company may require a death certificate or other evidence of death.

#### ARTICLE 24: HOLIDAYS

A. Commencing with the effective date of this Contract, Christmas Day, Thanksgiving Day, Labor Day and New Year's Day shall be paid holidays.

Holiday pay shall be the daily average pay earned during the payroll week immediately preceding the holiday.

B. To be eligible for a paid holiday not worked a worker must work at last five (5) days during the two (2) payroll weeks immediately preceding the payroll week in which the holiday falls, and must work the scheduled workdays both immediately before and after the holiday.

If the next scheduled workday after the holiday is more than five (5) calendar days after the holiday, the requirement for work on the scheduled workday after the holiday shall not apply.

C. Any work performed on the above listed holidays shall be paid for at the rate of one and one-half (1-1/2) times the

regular rate of pay and shall be in addition to the workers regular earnings on that day.

D. "Citizenship Participation Day" shall be designated as the first Sunday of June. All workers qualifying under "B" above shall receive holiday pay as provided herein.

Upon receipt of proper written authorization from the worker, the Company shall deduct from such workers wages the pay received for Citizenship Participation Day and shall remit such sum to the Citizenship Participation Committee of the United Farm Workers, AFL-CIO, for allocation as designated by the worker.

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 "D," above, provided however that each party will pay their respective legal costs.

#### ARTICLE 25: JURY DUTY AND WITNESS PAY

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

#### ARTICLE 26: TRAVEL ALLOWANCE

A. When Company furnished transportation is available, workers using such transportation shall receive daily travel allowance based upon the following schedule from the place designated where the worker is told to report for the transportation and the job site:

- 40 - 64 road miles - 1/2 hour each way
- 65 - 89 road miles - 1 hour each way
- 90 - 119 road miles - 1-1/2 hours each way
- 120 road miles and over - 2 hours each way



B. When Company furnished transportation is not available and workers furnish their own transportation, they shall receive daily travel allowance as provided above.

C. The travel allowance shall be paid at the worker's hourly or standby rate of pay. Any hours paid under this Article shall not be counted as hours worked for purposes of computing overtime hours, however shall be counted as hours worked for all other purposes of this Agreement.

D. Travel allowance will be paid for the trip: Salinas to King City - 1/2 hour each way.

#### ARTICLE 27: RECORDS AND PAY PERIODS

A. Company shall keep full and accurate records, including total hours worked, piece rate or incentive rate records, total wages and total deductions. Workers shall be furnished a copy of the itemized deductions, hourly rates, hours worked and total wages each payday which shall include the worker piece rate production records. The daily record of piece rate production for crews paid on a crew basis shall be given to the appropriate Steward, upon request.

B. Union shall have the right, upon reasonable notice given to the Company, to examine time sheets, work production or other records that pertain to workers' compensation.

#### ARTICLE 28: INCOME TAX WITHHOLDING

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

#### ARTICLE 29: CREDIT UNION WITHHOLDING

Upon proper written authorization from a worker to the Company deductions as provided for in such authorization shall be made by the Company for the Farm Workers Credit Union, and such money and reports shall be forwarded on a monthly basis to the organization at P.O. Box 62, Keene, California 93531, or such other address as designated by the administrator of the fund.

ARTICLE 30: ROBERT F. KENNEDY FARMWORKERS MEDICAL PLAN

The Company shall, commencing February 1, 1978 contribute to the Robert F. Kennedy Farmworkers Medical Plan 16-1/2 cents per hour for each hour worked for all workers covered by this Agreement. Contributions due shall be computed on the basis of 16-1/2 cents for every hour worked during the preceding monthly payroll period by every worker covered by the Agreement. Contributions due shall be remitted to the Robert F. Kennedy Farmworkers Medical Plan, P.O. Box 92169, Los Angeles, California 90009, or such other address as designated by the Administrator of the Fund. Said deposits shall be made or mailed not later than the 20th day of the month following the ending date of the previous month's payroll period. A summary report in accordance with Article 33 shall be remitted to Robert F. Kennedy Farmworkers Medical Plan, P.O. Box 92169, Los Angeles, California 90009, or such other address as designated by the Administrator of the Fund.

The Company will pay premiums and assure that where workers were covered by any other plan, there will be no lapse of coverage prior to March 1, 1978.

ARTICLE 31: JUAN DE LA CRUZ FARMWORKERS PENSION FUND

The Company shall contribute to the Juan De La Cruz Farmworkers Pension Fund, ten (10) cents per hour for each hour worked by all workers covered by this Agreement, commencing \_\_\_\_\_. For all hours worked by such workers after February 1, 1978, the amount of such contributions shall be fifteen (15) cents per hour.

The contributions made by Company pursuant to this Article 31 shall be deposited into and remain in an interest bearing trust account until such time as a formal pension plan has been developed for farmworkers by 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, 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 33, the monies and a summary report shall be remitted to the Juan De La Cruz Farmworkers Pension Fund, P.O. Box 39122, San Francisco, California 94139.

#### ARTICLE 32: MARTIN LUTHER KING FUND

The Company shall, during the term of this Agreement, contribute to the Martin Luther King Fund five (5) cents per hour for each hour worked by all workers covered by this Agreement, commencing February 21, 1978. Expenditures or investments of contributions shall be solely restricted to those charitable and educational purposes for which federal tax exempt status has been granted to the Fund. The contributions shall not be expended to the detriment of the Company. The Martin Luther King Fund shall obtain and maintain federal tax exemption and all contributions by the Company shall be deductible under the Internal Revenue Code.

In accordance with Article 33, the monies and a summary report shall be remitted to the Martin Luther King Fund, P.O. Box 80762, Los Angeles, California 90080.

#### ARTICLE 33: REPORTING ON PAYROLL DEDUCTIONS AND FRINGE BENEFITS

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

#### ARTICLE 34: CAMP HOUSING

A. Assignment of available camp housing shall be on a Company wide seniority basis. The Company agrees to maintain records on housing assignments and make such records available to the Union. There shall be no discrimination of assignments because of a worker's race, age, creed, color, religion, sex, political belief, national origin, language spoken, or Union activity.

B. During the life of this Agreement, Company shall operate and maintain its camp housing in the same manner as before the execution of this Agreement. If the Company acquires additional housing, the rates to be charged shall be on a level not greater than current rates in the area for similar housing.

C. If any housing is condemned by any government authority,

the Company shall not be required to furnish substitute housing. Nothing in this Article shall be construed as requiring the Company to supply or continue to supply housing for workers.

D. Camp boarding shall be operated on a non-profit basis.

#### ARTICLE 35: BULLETIN BOARDS

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

#### ARTICLE 36: FAMILY HOUSING

Company and the United Farm Workers of America, AFL-CIO, recognize that one of the most serious needs of farm workers, particularly migrant farm families, who help produce food for the nation, is adequate family housing. It is mutually agreed by Company and Union that they will cooperate to encourage direct governmental action at the Federal, State and County levels to plan, finance and construct public housing in important agricultural locations.

#### ARTICLE 37: SUBCONTRACTING

The parties understand and agree that the hazards of agriculture are such that subcontracting may be necessary and proper. Subcontracting may be necessary in areas such as land leveling, custom land work, precision planting, agricultural chemicals and where specialized equipment not owned by the Company is required. It is also understood and agreed that the Company shall not subcontract to the detriment of the Union or bargaining unit workers.

The parties agree that in the application of this Article the following guidelines may be used:

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

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

who actually operate or maintain the equipment, who work on the subcontracted job shall be covered by the terms of this Agreement.

C. The Company will notify the Union in advance of any subcontracting.

#### ARTICLE 38: GROWER-SHIPPER CONTRACTS

It is recognized by Company and Union that various types of legal entities are used by growers and shippers in the agricultural industry, including partnership, joint venture, and other legal contractual arrangements, in the growing, packing, harvesting and selling of agricultural crops. Neither the Company nor the Union shall prevent the Company from entering into these legal arrangements by any of the provisions of this Agreement, nor will the Company subvert the Union by entering into these legal arrangements. In addition, and whenever it is possible for the Company to perform the work of weeding, thinning or hoeing, the Company will do so, it being the intent to provide jobs for bargaining unit workers.

In the event the Company enters into a partnership, joint venture, or other legal contractual relationship with a grower and/or shipper for the growing, packing, harvesting or selling of a crop, Union agrees not to interfere with or prevent in any manner the growing, packing, harvesting or selling of any of the crops in which Company may have such an interest; provided such partnership, joint venture, or other legal contractual relationship was entered into by Company prior to any economic action by Union against any other party to the partnership, joint venture, or other legal contractual relationship, and it is understood the filing of a petition under the Agricultural Labor Relations Act does not constitute interference under this paragraph.

The protection given by Union to Company under the provisions of this Article shall not be operative for a period in excess of the crop year or twelve (12) months, whichever is less, or in the event there are economic or other sanctions by the Union against any party to the partnership, joint venture or other legal contractual relationship at the time of entry thereof.

#### ARTICLE 39: LOCATION OF COMPANY OPERATIONS

The Company shall provide the Union upon request, the exact locations of the Company's agricultural operations for use by Union representatives pursuant to Article 7 of this

Agreement, Right of Access.

#### ARTICLE 40: MODIFICATION

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

#### ARTICLE 41: SAVINGS CLAUSE

A. In the event any portion of this Agreement shall become ineffective as the result of any applicable local, state or federal law, only that portion of this Agreement so affected shall be ineffective; in no event shall the fact that a portion of this Agreement be not applicable or illegal in accordance with such laws render the remainder of this Agreement ineffective or work a termination.

#### ARTICLE 42: 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 provision of this Article.

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

#### ARTICLE 43: DURATION OF AGREEMENT

This Agreement shall be in full force and effect from February 21, 1978 to and including January 1, 1979. 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 contract shall remain in full force and effect.

Executed this 21 day of February, 1978.

FOR: UNITED FARM WORKERS  
OF AMERICA, AFL-CIO

FOR: GROWER'S EXCHANGE

## JOB DESCRIPTIONS

### General Labor

The classification covers general field harvesting, pruning such as apples and miscellaneous duties not otherwise covered by other wage classifications or new changed operations that may be subject to Article 18, New or Changed Operations.

### Thin and Hoe

Using the appropriate equipment and method, workers will remove excess plant growth in accordance with the instructions of the Company. Company shall not require the use of the short handled hoe.

### Celery Transplant

While on transplanter machine, worker picks from a box a celery plant and inserts into planter on outer diameter of revolving wheel. Follows machine and hand plants in spots skipped by machine. Assists in loading machine with plant supplies at end of beds, as directed by Company.

## MACHINE LETTUCE

### Cut, Trim, Lift, Wrap, Bag, Tie

Classification covers cutting the lettuce from soil, lifting same unto machine, trimming heads, wrapping heads in individual wrappers or placing into bags containing a number of heads, thereafter closing the wrapper. May require use of cutting knife.

### Packer

Places heads of lettuce into previously built up boxes. Assignment may require either standing or sitting while performing task. Helps open and close machine.

### Closer

Secures lid on previously filled boxes of lettuce, requiring application of glue and/or use of stapling gun. Places closed box on ground. Helps open and close machine.

### Loader

Places closed boxes of lettuce unto trailing vehicle. Includes assignment of picking up papers and scrap and putting same into pickup truck or van. Places bundles of carton on

the machine for build up and places empty pallets on top of truck loads of lettuce cartons.

#### LETTUCE CONVENTIONAL GROUND PACK

##### Cutters and Packers

Includes cutting lettuce, trimming same, placing heads into cartons previously built up.

##### Closer

Applies clamp, folds flaps and secures flaps by stapling or gluing.

##### Loader

Places closed cartons on appropriate vehicle. Windrowing is subject to agreement between Company and Union. Transfers empty cartons from hauler to stitcher.

##### Waterperson

Water is sprayed or brushed on lettuce before packed carton is closed. Includes minimum housecleaning of bus and field and help in serving of food.

#### CELERY GROUND PACK

##### Crew

Cuts stalk, trims and strips, places as directed, assembles container, sizes and packs stalks, closes container.

##### Loader

Windrows and loads.

#### APPENDIX "A" WAGES

| <u>Classification</u> | <u>EFFECTIVE DATES</u> |                |
|-----------------------|------------------------|----------------|
|                       | <u>2/21/78</u>         | <u>7/16/78</u> |
| General Labor         | \$3.55                 | \$3.70         |
| Thin and Hoe          | 3.55                   | 3.70           |
| Celery Transplant     | 3.55                   | 3.70           |
| Waterperson           | 3.61                   | 3.76           |
| Lettuce Machine       |                        |                |

1. Determination of payment on an hourly or piece rate basis will be determined daily, except when the crew changes fields, in which case it will be determined for each field worked.

2. Time not worked due to changing fields or machinery



breakdown will be excluded from the calculation of the piece-rate and will be compensated at hourly rates.

#### Hourly Rates

|  | EFFECTIVE DATES |         |
|--|-----------------|---------|
|  | 2/21/78         | 7/16/78 |
| cut, lift, wrap  | \$3.63          | \$3.78  |
| packer   | 3.77            | 3.92    |
| closer   | 3.935           | 4.085   |
| loader   | 3.395           | 4.085   |
| Piece Rates Per Carton -                               | .7555           | .778    |
| Piece rate will be divided among those doing the work. |                 |         |
| cut, lift, wrap, pack                                  | .6538           |         |
| closer   | .045            |         |
| loader   | .0567           |         |
| Lettuce Ground Crews                                   |                 |         |
| conventional ground pack                               | .5475           | .57     |
| 30's   | .6175           | .64     |
| Celery Ground Pack                                     |                 |         |
| regular pack   | .824            | .858    |
| sleeved  | 1.1948          | 1.2441  |

#### SUPPLEMENTAL AGREEMENT

This Agreement between Growers Exchange, Inc. and the United Farm Workers of America, AFL-CIO, supplements and, as provided herein, modifies the Master Agreement between these parties.

#### SENIORITY

The following procedures will supersede the applicable portions of Sections C, D, E, G and H of Article 4, Seniority.

#### GENERAL

A. Layoffs and recalls shall be based on seniority by classification. Recalls shall be in seniority order recalling the highest classification seniority workers first; lay-offs shall be in seniority order laying off the lowest classification seniority workers first. A layoff out of seniority order as the work diminishes may be granted to workers by the Company upon workers applying to and being confirmed by the Company, provided there are sufficient qualified workers to complete the work.

B. Workers shall have separate classification seniority

dates in each geographical area; Salinas, Huron, Oxnard, Imperial Valley, and Blythe.

C. A seniority worker not on lay-off nor leave of absence who has been hired to work in another classification shall:

1. Establish a new seniority date in the new classification.

2. Retain his/her seniority date in the former classification for a period of six (6) weeks. Within the six (6) weeks period he/she shall be entitled to displace a lesser seniority worker in his/her former classification, unless the employee is discharged for just cause for reason other than failure to perform work satisfactorily in the new classification or quits his/her job.

3. Retain original date of hire seniority for all other purposes.

4. If a promoted worker is to be laid off because of a permanent job elimination, he/she shall be entitled to bump any lesser seniority worker in his/her former classification.

D. A break in seniority in one classification or area shall not constitute a break in date of hire seniority nor a break of seniority in another classification unless the worker is discharged for just cause. Each worker shall maintain seniority in each classification where he/she qualifies until seniority is broken in that classification; each worker shall maintain date of hire seniority until all classification seniority has been lost.

E. 1. When a vacancy occurs in any job classification in any geographical area workers who have seniority in another classification within the same geographical area shall have first preference in the filling of the vacancy. Workers with seniority in other geographical areas shall have preference in the filling of the vacancy before the Company obtains new or additional workers from the Union hiring hall as provided in Article 3, Hiring, of this Agreement. Preference shall be determined by worker's date of hire seniority in the Company.

2. For workers who are seeking work in another classification or in another geographical area appropriate forms shall be made available by the foreman upon request which they shall fill out, including the name, address, phone number or other means of communicating with said worker. Such forms shall be returned by the employee to the Company office or other designated Company representative. Workers called will be given at least two days notice to report and must report within two days of the starting date.

F. In accordance with Article 4, Seniority, Section E, the following recall procedure shall be used:

1. Prior to any layoff in an area the Company shall distribute to all workers to be laid off a double post card to be used for recall notification. Such card shall include the worker's name, social security number, and seniority date; cards shall be in English and Spanish. The foreman or other Company representative distributing such cards shall instruct workers to address the cards with the address where they wish to be recalled for the next season and will collect the cards when they have been filled out. A worker shall notify the Company in writing of any subsequent change in the address to which the recall notice is to be sent.

2. Two weeks before the start of any operating season the Company shall notify each seniority worker of the estimated starting date of the work, the approximate duration thereof, and when and where the exact starting date will be posted using the following procedure:

a. For all workers currently employed by the Company at the time of recall, half of the double post card will be presented to the worker in the field. The crew steward will be notified of the distribution of the cards. Each worker so notified shall initial a copy of the seniority list indicating that he or she has received notification of the next operation.

b. All workers not currently employed by the Company at the time of recall will be mailed First Class half of the double post card. Recall post cards sent to such workers returned to Company with Postal Service notification of nondelivery will be available to the Union upon request.

c. Seniority workers for whom no card was obtained prior to layoff shall be notified in writing with a notice in English and Spanish including the following information: the worker's name, social security number, and seniority date. Workers will be given such notice according to the above procedure; notices mailed to the worker's last known address.

d. The Company shall provide the Union with a list of seniority workers so notified. It is understood that this list and seniority dates referred to in F (1) and F (2) (C) will be put into effect as soon as possible but no later than twelve (12) months after the effective date of the agreement.

3. For the second notice of recall, notices will be posted, including the exact date and time when work will begin in the following locations: at the Union hiring hall, local Company offices, camps used by the Company, and when work is to commence in Calexico, in El Hoyo. The Company will also use radio spots in Calexico or such other means as may be appropriate as determined by the Company and the Union.

G. Seniority workers who arrive late for an operation because of overlapping work seasons within the Company shall not lose their seniority in the new area, provided they report to the new area within five (5) days of the termination of work in the previous area.

#### GROUND CREWS

A. For each lettuce crew there shall be one (1) seniority list for each of the following classifications:

1. Cutters and Packers
2. Closers
3. Loaders
4. Waterperson - When used, the waterperson will be paid an hourly rate in accordance with Appendix A.

B. Layoffs and recalls shall be on a crew basis and the Company shall rotate the crews throughout the season to provide approximately equal work opportunity. It is understood this section does not apply to temporary crews.

C. When a permanent vacancy occurs in a lettuce ground crew, workers within the ground crew shall have first preference in seniority order to fill the vacancy. If no worker within the crew is interested in filling the job second preference shall be given to workers in other ground crews in seniority order.

#### MACHINE CREWS

A. There shall be one seniority list for each of the following classifications:

1. Cutters, pick-up persons
2. Wrappers
3. Packers
4. Closers
5. Loaders

It is agreed and understood that those persons in the separate classifications of (1) cutters and pick-up persons and (2) wrappers may be required to rotate in order to balance the crew.

B. Recalls and layoffs shall be on the basis of classification seniority. When the machine crew in which the worker has worked the previous season commences, seniority workers may return to their original machine crew. For layoff purposes the machine crew shall be laid off in the reverse order in which they were called.

The above paragraph applies only to recalls at the start of the season and layoffs at the end of season.

During the season, the Company will rotate the machines to provide approximately equal work opportunity.

C. When filling temporary or permanent vacancies of higher paying jobs or another job within a crew, first preference shall be given to members of the same machine crew who are qualified to perform the job in order of date of hire seniority. Second preference shall be given workers in other machine crews in order of date of hire seniority who are qualified to perform the job.

D. Closers who load on a temporary basis will maintain their seniority as closers.

#### CELERY

A. There shall be one seniority list for all employees in the celery ground crew.

B. Layoffs and recalls shall be on the basis of celery seniority.

C. Workers who have seniority in both Salinas and Oxnard shall have preference over other celery workers for all celery seniority purposes.

D. When temporary or permanent vacancies occur in any job performed by the crew, preference in filling those vacancies shall be in celery seniority order provided employee is capable of performing the work.

E. In accordance with past practice, the Company shall permit temporary rotation of jobs within the celery crew on an individual voluntary basis, provided the workers are capable of performing the work.

#### WEEDING, HOEING, THINNING AND CELERY TRANSPLANT

##### Salinas

A. There shall be one seniority list for all workers who thin celery and lettuce, weed and double celery and lettuce, transplant celery, and do other weeding and thinning.

B. Layoffs and recalls shall be based on seniority.

C. In accordance with past practices, when all crews have been recalled to work, workers who prefer to work in another crew, may be interchanged on an individual voluntary basis provided the workers are capable of performing the work. Should more workers want to change than can be accommodated, preference shall be given according to seniority.

### Calexico

A. A worker with wrap machine seniority and who transfers from the thinning to the Blythe or Calexico wrap machines shall retain his or her seniority in the thinning.

B. Recall and layoff shall be by seniority.

### SENIORITY LIST

A. Within 5 weeks of signing of this Agreement, the Company shall prepare and provide the Union with a seniority list for the geographical areas in which they are operating in accordance with Article 4, Seniority, Section G of the Master Agreement. In areas where the work is being performed, the list shall be posted at the camp, be available to each crew and posted in other conspicuous places so that the worker will have full opportunity to check the accuracies of the lists. The lists shall remain posted for five (5) weeks. If questions arise, concerning the accuracy of the list, the Union and the Company shall have up to two (2) weeks after the five (5) week posting period is completed to resolve the dispute. If the dispute remains after two (2) weeks, any unresolved matters related to seniority lists, may be submitted to expedited arbitration.

B. For areas where work is not being performed at the time of signing this Agreement, said list shall be posted two (2) weeks prior to the beginning of the work season in those work areas and shall remain posted subject to the provisions of Section A above.

### HEALTH AND SAFETY

A. The Company will continue to follow all applicable state and federal regulations regarding the application of pesticides.

B. Workers who become sick or injured during work hours and require medical attention, shall be transported by the Company to the nearest medical facility as soon as possible. If an employee is injured at work to the extent that medical care is required and the employee is unable to return to work that day, the Company will pay the employee's wages for the day of the injury based on what his earnings would have been had he worked the full day.

If the Company requests, the employee will provide a written statement from his treating doctor stating the employee was unable to return to work because of an industrial injury.

C. All stitcher trucks, haul trucks and wrap machines shall be equipped with backup warning devices. Exhaust pipes and

mufflers on all such equipment shall be modified and enclosed in caged-type shield.

#### APPLICATION OF CONTRACT

It is agreed that should the Company extend its agricultural operations to Arizona, the Company will notify the Union and commence discussions concerning the application of this contract to new operations.

#### CAMPS

A. When necessary or requested, Company agrees to work with the Ranch Committee concerning camp conditions and food served in the camp.

B. Camps shall be maintained in accord with State and Federal regulations.

#### MISCELLANEOUS

A. Insofar as possible, Company shall establish a fixed pick-up time and fixed starting time for work. The crew shall be informed if there is a variance from the fixed pick-up time.

Buses shall not depart before said pick-up time. It is understood the fixed starting time referred to above does not restrict the performance of preparatory work which must be completed before the crews start work.

B. Insofar as is possible, Company shall continue to pay workers on Friday.

#### LETTUCE GROUND CREWS

##### GENERAL

A. Normally a ground crew shall consist of ten (10) trios, four (4) closers, and four (4) loaders; however, if the closers and loaders cannot keep up in a reasonable manner (not applicable to loaders when trucks unavailable) the Company may add closers and loaders as needed. The size of the crew shall be increased or decreased as the harvesting schedule warrants.

B. Normally a trio will take four beds except in unusual circumstances such as during the completion of a field or in the corner of a field. A single closer shall not be obligated to take more than three and one-half (3½) lines at any given time.

C. When an extra person is present on a lettuce crew he/she

will cut and pack a single bed and will not assist other trios in the crew, unless the crew agrees otherwise. When two cutter-packers (a dueto) are present in a crew they will work together to cut and pack beds of their own and will not work in beds being cut by another trio.

D. The Company will keep available in each crew ample extra knives in good condition, at least four (4) files, and at least two (2) closing guns in good condition for use as spares.

E. The Company will instruct the stitchers to make ample supplies of boxes as close to the crews as possible.

F. Upon request, the Company will provide the crew steward with the written count of the number of boxes for the previous day and the hours worked the previous day.

G. Loaders shall not be required to windrow. Any windrowing shall be done by mutual agreement between the Company and the loaders.

H. Company will make every effort to have sufficient lettuce haul trucks available to transport packed cartons of lettuce as expeditiously as possible.

I. Daily breaks for the lettuce ground crews shall be as close to 9 a.m. and 2 p.m. as possible.

J. There shall continue to be two (2) stitching machines on each stitcher truck to minimize any lost time to the crew in the event that one of the stitcher machines breaks down or is not in working order.

#### HEALTH AND SAFETY

A. In accordance with Article 14, Health and Safety, the Company shall provide the following:

Cutters: knives, appropriate gloves

Closers: appropriate gloves

Loaders: appropriate gloves, rain jacket

Waterperson: rain jacket

The Company shall continue the past practice of providing overshoes to all workers required to work when the ground is wet.

B. Company shall provide cool potable drinking water and individual cups for loaders after crews leave.



## WAGES AND PAY RATES

- A. 1. Company agrees to pay the crew for all cartons that are dumped over by an inspector for internal problems only. However, the loader will be paid for all cartons loaded and the closer will be paid for all cartons closed.
2. Dumping lettuce and reconditioning boxes will be done by the loaders and they shall be paid at the regular loaders piece-rate. Reconditioning of the boxes shall include removal of the staples from the top flaps.
3. Workers shall be paid for all boxes packed according to the instructions of the foreman.

## TRAVEL

- A. When requested by loaders, the Company shall provide transportation to the loaders from pick-up point to fields, between fields when required to change fields, and back to the pick-up point at the end of the day.
- B. The Company shall operate sufficient buses daily from pick-up point so that workers who so desire will be provided transportation.

## LETTUCE MACHINE CREWS

### GENERAL

- A. Normally there shall be one cutter per wrapper, each cutter normally taking one row and three cutters in front of the machine. There shall be no more than two (2) closers per machine, no more than four (4) packers per machine and at least one (1) loader per machine. The size of the crew may be increased or decreased when the harvesting schedule warrants.
- B. Insofar as possible, lunch will be at approximately 12:00 noon and breaks will be at approximately 9:00 a.m. and 2:30 p.m. Wrappers will have breaks of at least fifteen minutes and a lunch of at least one-half hour.
- C. Loading of cartons to start work shall be performed by members of the crew on a voluntary basis. Such time shall be paid at the worker's hourly rate or average hourly piece-rate earnings, whichever is higher. Rolls will be placed by workers on a voluntary basis providing that instruction is given to insure the safe and careful placement of them.
- D. As per past practice, Company shall permit rotation of jobs performed on any given machine provided workers are capable of performing the work and provided the rotation is on an individual voluntary basis.

E. Company will keep available with each crew at least two files and one extra stapling gun in good condition for use as spares.

F. Company will make every effort to have sufficient lettuce haul trucks available to transport packed cartons of lettuce as expeditiously as possible.

G. To equalize work loads between machines, Company may, in event of personnel shortages, transfer workers from one machine to another on a temporary basis.

#### HEALTH AND SAFETY

A. In accordance with Article 14, Health and Safety, Section F, of the Master Agreement, the Company shall provide appropriate gloves and knives for cutters, appropriate gloves for wrappers, packers and closers, and appropriate gloves and raingear for loaders.

B. Company will make available, at the beginning of each season, sample sizes of overshoes. For the first week after such availability, Company will accept requests to supply worker overshoes at worker's expense at the time costs of Company purchase. Such cost to be deducted from the worker's paycheck.

C. Company shall provide cool potable drinking water and individual cups for loaders after the crews leave for the day.

#### WAGES AND PAY RATES

A. Loaders and closers shall be paid separately from the rest of the crew at their own separate rate of pay.

B. The Company shall pay the machine crews, closers and loaders, piece-rate according to Appendix "A" of the Agreement, except when the workers would make less than the Company shall pay the machine crew, closers, and loaders at the hourly rates set forth herein.

C. Upon request, the Company shall provide the crew steward with the written report of the number of boxes cut and the number of hours worked in the previous day and whether the previous day was paid on the hourly or piece-rate.

D. 1. The Company agrees to pay the crew for all cartons that are dumped over by an inspector for internal problems only.

2. However, the loader will be paid for all cartons loaded and the closer paid for all cartons closed.

3. Dumping lettuce and reconditioning boxes will be

done by loaders and they shall be paid at the regular loaders piece-rate. Reconditioning of boxes shall include removal of staples from the top flaps.

#### TRANSPORTATION

A. 1. In Salinas buses taking workers from field to drop-off points shall take a reasonably direct route to the camp dropping off workers along the route and at the camp before going to other drop-off points.

2. Before boarding buses to change from one field to another, workers shall be advised by the Company as to the destination of each bus.

B. When requested by loaders, the Company shall provide transportation to the loaders from pick-up point to the field, between fields when required to change fields, and back to pick-up point at the end of the day.

C. The Company shall continue to operate sufficient buses daily so that all workers of each crew who so desire will be provided transportation.

#### CELERY

##### GENERAL

A. A normal burra shall consist of three (3) cutters and three (3) packers.

B. Normally a celery crew will consist of either four or five burras, depending on the crop and market conditions with an adequate number of closers and loaders to perform the work. The size of the crew will be increased or decreased as the harvesting schedule warrants.

C. The Company shall keep available and in good condition three (3) extra stapling guns for use as spares.

D. There shall be two (2) stitching machines in good condition for use in the crew.

E. The Company will continue to supply an hourly worker to hook up the trailers when in use, and will continue to instruct the truck driver to spread out the pallets.

F. The Company will continue to rotate the burras daily so each will have a turn at being closest to the stitcher truck.

G. The Company will have up to six (6) days in which to train a new worker to work in the crew.

## HEALTH AND SAFETY

A. Company shall provide in accord with Article 14, Section F of the Master Agreement, knives and files to the cutters, gloves to the packers, closers and loaders, and raingear to all celery workers.

Company will provide foot covering for celery workers, the crew to determine as to whether they want boots or overshoes, but not both.

## WAGES AND PAY RATES

A. The Company shall continue to pay the crew on a crew basis.

## TRAVEL

A. When requested by the loaders, the Company shall provide transportation to the loaders from pick-up point to fields, between fields when required to change fields, and back to the pick-up point at the end of the day.

## THIN AND HOE, CELERY TRANSPLANT

### THINNING

A. Each member of the crew shall work his or her own row, except that workers working ahead of the crew shall return to assist those behind.

B. Company policy is that the thin and hoe crews may walk along the top of the rows while working; however workers shall make every effort not to damage plants while walking on the row.

C. The Company will continue to observe the law regarding the use of the short-handled hoe and shall not require workers to use the short-handled hoe.

### TRANSPLANT

A. Company shall make every effort in operating the transplant machine so that workers do not get wet from sprinkler spray.

B. As per past practice Company shall permit rotating of individuals in the celery transplant crew as long as the individuals have the ability to perform the work.

C. The transplant crew may work as a second hoe and thin crew when transplant work is not available and weeding of thinning work is available.

## HEALTH AND SAFETY

A. Company shall provide in accord with Article 14, Section F of the Master Agreement, rubber gloves to the thin and hoe crews.

Company will make available to such thin and hoe crews as the beginning of each season sample sizes of overshoes. For the first week after such availability, Company will accept requests to supply workers overshoes at the worker's expense at the same cost as Company purchase. Such cost to be deducted from the worker's paycheck.

Company shall provide to the celery transplant crew, in accord with Article 14, Section F of the Master Contract, gloves, eye protectors, raingear and boots or overshoes, but not both.

### Calexico

A. The Company will provide thinning crews with proper lettuce thinning hoes for thinning and proper lettuce weeding hoes for weeding. Such hoes shall be in good condition and maintained properly sharpened.

## WAGES AND PAY RATES

A. In Salinas, Company shall pay one hour extra per day for the thinning of celery and one-half hour per day for the weeding and doubling of celery.

B. In Calexico, the Company will continue its past practice in relation to payment of the thinning crews.

C. In Salinas, Company shall make every effort to schedule operations so lunch period will be at approximately 12:00 noon and in thinning, breaks at approximately 8:00 a.m. and 2:00 p.m. and in celery transplanting at approximately 9:00 a.m. and 2:30 p.m.

## TRANSPORTATION

### Calexico

A. The Company shall operate sufficient buses daily so that all workers of each crew who so desire will be provided transportation.

B. The buses will pick up and drop off workers at the Hoyo if a majority of the workers so desire.

## GENERAL PROVISIONS

A. Company posted rules will include but not limited to the following:

1. Parking of employees private cars shall be done in accord with instructions of the Company supervisor and shall be done in a manner so that there will be no damage to crops or interference with the operation of the Company, such as blocking of roadways, etc. Workers will be required to move cars when requested to do so.

B. Union agrees to cooperate with Company in order to prevent intoxication or excessive use of alcoholic beverages, intoxicants or drugs.

C. When coming on Company premises in connection with the conduct of normal Union affairs, the duly authorized and designated representative of the Union will first make every effort to contact the Company office when practical advising them of the field they plan to visit. Upon arriving at the field, they shall contact the field foreman, if in the immediate area, apprising him of their presence. No activity shall be conducted which will unnecessarily disrupt the normal activities of workers.

D. The Company may borrow crews or lend crews to other companies when necessary to keep up with the harvest. The Company shall not borrow such crews unless there are adequate supplies of lettuce to keep the Company's crews working at capacity.

## QUALITY OF PACK

A. The Union and the Company agree that the quality of pack is important to the well-being of the Company and the Union in the future as it has been in the past.

B. The reputation of the Company as a grower-shipper is dependent upon the quality of its vegetable products, whereas the reputation of the United Farm Workers Union is dependent upon the quality of its workmanship.

C. The Union agrees that the Ranch Committee will meet with the harvesting crews and supervisory personnel from time to time throughout the harvesting seasons as the market and crop conditions require and will discuss the need to maintain a quality pack in field pack commodities.

RE: ARTICLE 19

HOURS OF WORK, OVERTIME, AND WAGES

The following additions shall be made to Article 19, Hours, Overtime and Wages:

F. When a worker performs work in a higher rated job he/she shall be paid at the higher rate for all time so worked but shall in any event not be paid such higher rate for less than one (1) hour in such day. Should any worker be temporarily assigned to a lower rated job the worker shall be paid at the higher rate for all work performed.

I. The Company agrees not to require piece-rate celery crews, except for loaders to work more than nine (9) hours in any given day except in emergencies. It shall not be a violation of this Agreement for crews to work more than nine (9) hours.

J. The Company agrees not to require lettuce machine crews, except for loaders to work more than nine (9) work hours in any given day except in emergencies. It shall not be a violation of this Agreement for crews to work more than nine (9) hours. Company policy regarding the normal work day on wrap machines will be continued. When paid hourly, a premium of \$.35 per hour shall be paid for all hours worked in excess of eight (8) hours in any one day.

RE: ARTICLE 20

REPORTING AND STANDBY TIME

The following additions shall be made to Article 20, Reporting and Standby Time:

D. Loaders shall be paid all waiting time after the crew leaves in excess of two (2) hours at the general field and harvesting rate when four (4) loaders are working and where waiting is not caused by an Act of God or other cause beyond the control of the Company.

E. Frost Season Waiting Time: During the frost season the Company shall advise workers at the end of the day of an approximate reporting time for the following morning based on available frost reports, in a good faith effort to prevent excess waiting for the workers.

Once the Company has transported workers to the field or worksite the Company shall pay all waiting time after the first (1st) hour when working in the Imperial Valley, and after the first two (2) hours when working outside the Imperial Valley. All waiting time shall be paid at the

worker's hourly rate. Pay for those who provide their own transportation shall be the same as for those transported by the Company.

RE: ARTICLE 21

REST PERIODS

The Company will continue its past practice with regard to rest periods.

RE: ARTICLE 22

VACATIONS

Commencing with the effective date of the contract, vacations will be paid to all workers who would have qualified as of January, 1978 in accordance with the provisions of Article 22, Vacations, of this Agreement. Any vacation payments made to an employee during calendar 1977 shall have that portion attributable to 1977 earnings credited against the payment he receives as vacation pay under this Agreement for the calendar year 1977.

RE: ARTICLE 43

DURATION OF AGREEMENT

The Union and the Company agree to a termination date of January 1, 1979. However, should the Union execute a contract with a different termination date with any produce company engaged in the growing and shipping of fresh vegetables in California during the term of this Agreement, the Company reserves the right to change to that negotiated date by giving written notice to the Union of its desire to exercise such right.

Executed this 21st day of February, 1978.

UNITED FARM WORKERS OF  
AMERICA, AFL-CIO

GROWERS EXCHANGE, INC.



LETTER OF UNDERSTANDING BETWEEN

UNITED FARM WORKERS OF AMERICA, AFL-CIO

AND

GROWERS EXCHANGE, INC.

All lettuce machine loaders shall continue to receive one and one-half (1½) times their regular rate of pay for all work performed in excess of nine (9) hours in any one (1) day. This shall be continued only until the expiration of the contract or until a new contract is signed.

In computing overtime on a piece-rate basis the number of cartons subject to overtime shall be determined by averaging the cartons for the total hours worked by the loaders that day.

Executed this 21st day of February, 1978.

UNITED FARM WORKERS OF  
AMERICA, AFL-CIO

GROWERS EXCHANGE, INC.

LETTER OF UNDERSTANDING BETWEEN

UNITED FARM WORKERS OF AMERICA, AFL-CIO

AND

GROWERS EXCHANGE, INC.

In the event a court of last resort should determine that the stitchers in the celery crew are part of another unit or Teamster union jurisdiction, the celery piece rate shall be adjusted to exclude the earnings of such stitchers from those of the crew.

Executed this 21st day of February, 1978.

UNITED FARM WORKERS OF  
AMERICA, AFL-CIO

GROWERS EXCHANGE, INC.

LETTER OF UNDERSTANDING BETWEEN

UNITED FARM WORKERS OF AMERICA, AFL-CIO

AND

GROWERS EXCHANGE, INC.

The Union recognizes in the application of Article 17, Union Label, that the Company has the following approximate inventory of boxes:

|                 |               |         |
|-----------------|---------------|---------|
| <u>Lettuce:</u> | "Gordo" waxed | 7,680   |
|                 | "Gordo" dry   | 32,920  |
|                 | "Toro"        | 446,400 |
| <u>Celery:</u>  | "Toro"        | 95,000  |
|                 | "Ligo"        | 3,000   |

It is agreed that the Company may exhaust this inventory of boxes before mandatory use of the Union Label becomes effective in accordance with the provisions of Article 17 of this Agreement.

Executed this 21st day of February, 1978.

UNITED FARM WORKERS OF  
AMERICA, AFL-CIO

GROWERS EXCHANGE, INC.