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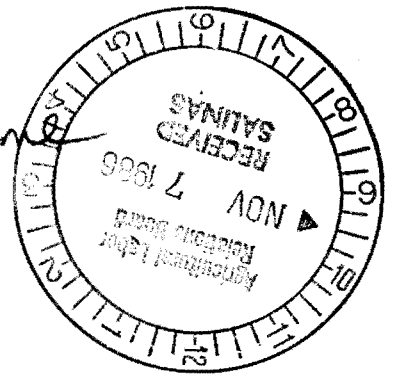
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Hiji Brothers 1985. x



COLLECTIVE BARGAINING AGREEMENT

Between

HIJI BROTHERS, INC. AND SEAVIEW GROWERS, INC.

And

UNITED FARM WORKERS OF AMERICA, AFL-CIO

November 1, 1985 to October 31, 1987

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COLLECTIVE BARGAINING AGREEMENT

Between

HIJI BROS., INC. AND SEAVIEW GROWERS, INC.

And

UNITED FARM WORKERS OF AMERICA, AFL-CIO

This collective bargaining agreement is between HIJI BROTHERS, INC., and SEAVIEW GROWERS, INC., (hereinafter called "the Company") and the UNITED FARM WORKERS OF AMERICA, AFL-CIO, (hereinafter called "the Union"). The parties agree as follows:

ARTICLE 1: RECOGNITION

A. The Company does hereby recognize the Union as the exclusive representative for all the Company's agricultural employees (hereinafter called "workers" or "employees") in the bargaining unit set forth in the Agricultural Labor Relations Board's certification in Case Number 75-RD-3-M.

B. The term "worker" (or "employee") shall not include office and sales employees, security guards, management trainees, professional employees, members of the immediate families with ownership interests in the Company, and supervisory employees who have the authority to hire, transfer, suspend, layoff, recall, promote, discharge, assign reward or discipline other workers or the responsibility to direct them or adjust their grievances or effectively recommend such action, if, in connection with the foregoing, the exercise of such authority is not of a merely

routine or clerical nature but requires the use of independent judgment.

C. If the Company acquires any additional properties by lease, rent or management for agricultural purposes in Ventura County, this Agreement shall cover employees working on that property. In the event of a dispute concerning whether such additional employees are in the bargaining unit, either party may seek a determination from the Agricultural Labor Relations Board.

D. The Company agrees that no partnership, joint venture, or any other form of agricultural business operation shall be used to circumvent the obligations of this Collective Bargaining Agreement, subject, however, to the provisions of Article 37, Subcontracting, and Article 38, Grower-Shipper Contracts.

E. 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.

F. 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.

G. The Company will not interfere with the rights of any workers to join and assist the Union. Neither the Company nor the Union will discriminate against or give more favorable consideration to workers for their participation or nonparticipation in Union activities.

H. 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.

## ARTICLE 2: UNION SECURITY

A. Union membership shall be a condition of employment. Each workers shall be required to become a member of the Union immediately following five (5) continual days after the beginning of employment, or after five (5) days from the date of the signing of this Agreement, whichever is later; and to remain a member of the Union in good standing. The Union shall be the sole judge of the good standing of its members. Any worker who fails to become a member of the Union within the time limit set forth herein, or who fails to pay the required initiation fee, periodic dues, or regularly authorized assessments as prescribed by the Union, or who has been determined to be in bad standing by the Union, pursuant to the provisions of the Union's constitution, shall be immediately discharged upon written notice from the Union to the Company, and shall not be reemployed until written notice from the Union to the Company of the worker's good-standing status.

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

C. The Company agrees to deduct from each worker's pay initiation fees, all periodic fees, and assessments as required



by the Union, upon presentation by the Union of individual authorizations signed by workers, directing the Company to make such deductions. The Company shall make such deductions from workers' 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 authorizations 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 twentieth (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. The Union will furnish the forms to be used for authorization and will notify the Company in writing of dues, assessments, and initiation fees within five (5) days of the execution of this Agreement and five (5) days before the effective date of any change.

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

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

### ARTICLE 3: HIRING

A. The purpose of this hiring procedure shall be to facilitate the hiring by the Company of the most qualified persons for work available in new or additional job positions.

B. The Company shall follow a centralized hiring procedure, designate a person or persons with the exclusive authority to hire new or additional employees, and hire out of its main office. New or additional workers shall mean any worker not on the current seniority list. The Company will notify the Union of the address, telephone number, and name(s) of the person(s) in charge of taking applications and hiring new or additional workers.

It is hereby understood that any hiring under this Article of new or additional workers shall be solely for the Company's own operations.

C. Employees with seniority at the Company shall be recalled in accordance with the provisions of Article 4, Seniority, and are exempt from this procedure.

D. When an applicant completes and submits an application, the Company shall enter in writing on the application the date and time it was submitted. The Company shall inform the

applicant that he may have a copy of his application and, where the applicant requests a copy, the Company shall give one to the applicant. However, nothing in this Section shall require the Company to hire employees on the basis of the order in which they submit applications or to restrict in any other way the Company's ability to hire the most qualified persons for the work available.

E. Before accepting applications for work the Company shall notify the Union and the Ranch Committee of the time when such application will be accepted.

Applicants may obtain employment applications from the Company's office.

The Union shall have the right, upon request to review the Company's records of applications received and persons hired at reasonable times.

F. The Company shall attempt to notify the Union seven (7) days, or as soon as possible, prior to any layoff. Failure to give this notice shall not create any financial liability on the part of the Company to employees. The Company's only liability to employees who report for work shall be under Article 21, Reporting and Standby Time.

G The Company agrees that there shall be no discrimination against any applicant because of race, age, color, religion, sex, national origin, marital status, physical handicap or medical condition.

H. At the time of hiring, the Company will comply with the provisions of Article 2, Union Security, and will supply the

Union with copies of signed membership applications and dues check-off authorization cards within ten (10) days after expiration of the fifth day of continuous employment.

I. The first five (5) workdays shall be a work evaluation period during which a new employee may be terminated for unsatisfactory work performance without recourse to the grievance procedure unless he claims that his termination was for a reason other than unsatisfactory work performance. The Company shall provide the Union with a weekly notice of employees terminated during this period, and, upon request, shall make available to the Union, information as to a terminated employee's work performance. The Company shall describe the work to be performed and give a physical demonstration of work to new employees. An employee shall be given an opportunity to demonstrate his job performance. The supervisor shall point out the employee's mistakes in order to help him learn the job.

#### ARTICLE 4: SENIORITY

A. After an employee has worked for the Company at least fourteen (14) days within the preceding ninety (90) calendar days, he shall acquire seniority with the Company retroactive to his date of hire. Seniority is defined as the employee's continuous length of service with the Company, dating from his last date of hire. Layoffs are not a break in seniority. 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. There shall be no

layoffs for the purpose of circumventing acquisition of seniority. Seniority shall be utilized for the purposes specified in this Article.

B. Seniority shall mean the length of an employee's continuous service with the Company and shall be broken if an employee:

1. Quits;
2. Is discharged for just cause;
3. Is absent from work for three (3) consecutive working days without properly notifying the Company;
4. Fails to report to work at the termination of a leave of absence or vacation without approved extension in writing by the Company;
5. Is laid off and fails to report to work within three (3) working days after having been recalled;
6. Accepts other employment while on leave of absence;
7. Retires.

C. Any employee rehired after a loss of seniority as provided in Section B. shall establish a new seniority date pursuant to Section A. If an employee is promoted to a job outside the bargaining unit and later is returned to the bargaining unit, he shall not lose his seniority, provided he is returned to the bargaining unit within three (3) months. If he is returned to the bargaining unit after three (3) months, he shall establish a new seniority date.

D. There shall be separate seniority lists for Seaview Growers, Inc. and Hiji Brothers, Inc. Each three (3) months

beginning with the date of the execution of this Agreement, the Company shall provide the Union and the Ranch Committee with current seniority lists showing the name of each employee, his date of hire, his social security number and job classification. The Company shall post the quarterly seniority list on its bulletin boards for examination by employees and the Union Ranch Committee.

The Union shall review the accuracy of the seniority lists and within ten (10) days shall present to the Company any errors it may find on such lists. Grievances filed within the ten (10) day period shall be subject to the Expedited Grievance and Arbitration Procedure. Thereafter, the Company shall be entitled to rely upon the accuracy of the lists.

E. The Company will provide the Union on a monthly basis a list of employees, including their social security number, date of hire and job classification, who under Section B, lost seniority during the prior month.

F. For purposes of layoff and recall classification seniority shall govern provided the remaining employees have the qualifications necessary to perform the work under normal supervision with reasonable efficiency. Classification seniority is defined as the length of service in a job classification, dating from the date of entry into that classification. An employee may hold classification seniority in only one classification at a time. In the event of a permanent promotion or transfer the employee shall establish a new classification seniority date.

G. Layoffs shall be in order of seniority within the affected classification, with the worker with the lowest classification seniority laid off first. Workers shall be recalled to their job classification in order of classification seniority. There shall be no bumping between classifications, provided, however, if a worker is to be laid off because of a permanent job elimination, he shall be entitled to displace (bump) the least senior employee in his former classification; provided further there shall be no upward bumping in a layoff. In addition, an employee laid off from a classification above general labor shall be transferred to a vacancy in the general labor classification or if no vacancy is available, the employee may use company wide seniority to displace the least senior employee in the general labor classification. When transferred to the general labor classification the employee shall retain his former hourly pay rate a period of (7) days.

H. When crews are reformed at the start of seasonal operation, it shall be done in seniority order as to who worked in those crews the prior season.

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

J. The Company shall notify the Union within five (5) workdays of seniority workers laid off or recalled by giving each worker's name, social security number, seniority date, job or commodity classification, and a date of recall or layoff.

Grievances relating to this paragraph shall be subject to the Expedited Grievance and Arbitration procedure.

K. The Company, when anticipating the recall of seniority workers, shall notify the worker and the Union in writing not less than two (2) weeks prior to the estimated starting date of the work, and such notice shall include worker's name, social security number, seniority date, job or classification and the approximate duration of the work. The Company shall then notify the workers by any or all of the following means in Section L.

The Company shall obtain from each employee a mailing address, where the Company can send the notices. It shall be the responsibility of each employee to notify the Company of any address change.

All notices of recall shall be in writing as per attached form in Appendix C of this Agreement and may be mutually agreed upon post-card form. All notices shall be mailed first class. The Company will mail to the Union a list of the employees to whom such notices have been transmitted, together with the reporting date for each employee and the address to which the notice was sent. When recall notices sent to workers are returned to the Company with postal service notification of non-delivery, the Union shall be notified of the worker's name and address from which the notice was returned, and the Company shall make available to the Union, on request, on such return notice. All such notice of recall shall make reference to Article 4 of the contract between Hiji Brothers, Inc. and the United Farm Workers of America. There shall be no recall by labor



contractors. It is understood that the provisions of Section B of Article 3, Hiring, apply to the recalled worker.

L. The Company shall notify employees of the starting date by any or all of the following means: posting on the Company bulletin boards, posting at the Union office, radio announcements, and by providing the information to those worker who call the Company office. Such notice shall be given at least forty-eight (48) hours in advance of the starting date of work.

M. Employees intending to return to work shall so advise the Company at least two (2) workdays prior to the specified starting date. Employees who fail to notify the Company of their intention to return will not be entitled to displace employees subsequently recalled, but so long as their seniority is not broken will be eligible for future recall.

N. The Company may periodically conduct training programs for skilled jobs such as Equipment Operator, Truck Driver and Pesticide Applicator. Such training programs will be posted on bulletin boards and workers desiring to qualify for promotion to the type of job posted may sign up for the training. Selection of applicants for training will be on a seniority basis. When a job vacancy occurs in any of these skilled jobs, the highest seniority worker who has completed the appropriate training program will be assigned to the job.

O. Whenever a vacancy occurs in a job classification with a higher rate than general labor and is not filled under Section N, such vacancy shall be posted on the Company's bulletin boards. A copy of such posting shall be provided to the Ranch Committee.

The posting shall be at least five (5) days before the vacancy is permanently filled. Workers with seniority desiring consideration for the higher rate job will so indicate by signing the posting. The senior worker, provided he or she has the qualifications to perform the work under normal supervision with reasonable efficiency, shall be selected for the vacancy and he or she shall be given a fair opportunity to qualify. If such worker cannot satisfactorily perform the job he or she shall return to his or her classification and rate. If no employee with the proper qualifications applies, the Company may hire under Article 3.

P. It is understood that seniority may not be applied in temporary situations such as the time period before filling a permanent vacancy or filling in for absent employees. In those instances, the worker filling a temporary vacancy shall return to his former classification and rate.

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

#### 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 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.

B. Grievances shall be processed in the following manner:

Step 1. Any grievance shall be immediately taken up between the supervisor involved and the Union Steward. They shall use their best efforts to resolve the grievance in one workday.

Step 2. If the grievance is not resolved in Step 1, the grieving party shall file the grievance in writing with the other party. The written statement of the grievance shall include a brief explanation of the nature of the grievance as it can be ascertained at the time, and the remedy requested. The Company and the Union shall meet within ten (10) days after presentation of the written grievance. If no settlement is reached, the Company shall give its written answer including its reasons for denial within two (2) days following the meeting. A Union representative may fully participate in the Step 2 meeting.

Step 3. If the grievance is not settled in Step 2, the party filing the grievance may appeal it to arbitration by giving written notice of its desire to arbitrate to the other party as soon as possible after receiving its Step 2 answer, but in no event later than thirty (30) days after receiving such answer. The arbitrator shall not have the authority or jurisdiction to modify, detract from or alter any provisions of this Agreement. Within these limitations,

the arbitrator's authority shall include: (1) awarding back pay to employees for any loss of earnings from the Company; (2) awarding damages to the Company in appropriate circumstances; and (3) ordering compliance by all parties with the provisions of this Agreement. Where past practice is relevant in determining the meaning of a particular provision, the arbitrator shall consider only the past practice of the Company and shall not consider the practice of any other company. The decision of the arbitrator shall be final and binding on the Company, the Union, and the employee or employees involved. The expenses of the arbitrator, including his fee, shall be shared equally by the Company and the Union. Each party shall pay the cost of presenting its own case. If the parties have selected a permanent arbitrator, he may hear consecutive cases. Further, the parties may agree to have an ad hoc arbitrator hear more than one case. In addition, on any grievance the parties may agree to waive the filing of briefs and/or to permit a bench decision.

The arbitrator shall be entitled to make a field inspection.

C. Grievances on discharges must be filed at Step 2 within seven (7) days following the discharge. All other grievances must be filed at Step 2 within thirty (30) days from the date of the occurrence of the alleged violation or the discovery of the facts giving rise to the grievance. Grievances not filed within these time periods shall be deemed waived. If the Company fails to answer the grievance within the time limits provided for a

particular step, the Union may appeal the grievance to the next step within the time limits provided for appeal from that step.

D. Grievances initiated by the Company shall be filed in writing at Step 2 of the Grievance Procedure with the Union's Grievance Committee within thirty (30) days from the date of the occurrence of the alleged violation. Grievances not filed within the time limit are deemed waived. The Union shall give its written answer within two (2) days after the Step 2 meeting and if denied, the Company may appeal to arbitration under the provision of Step 3.

E. In those instances where the grievance remains unresolved following the Step 2 answer the parties may agree to seek the services of the California State Conciliation Service to mediate the dispute. The Conciliator and the parties shall use their best efforts to resolve the dispute as an alternative to arbitration. Where this method is used, the time period for appealing to arbitration under Step 3 shall be extended to forty-five (45) days from receipt of the Step 2 answer.

F. Where possible, grievances shall be processed outside of working hours.

The Company agrees to cooperate to make Union Stewards available to a worker or group of workers wishing to submit a grievance, and to make the Grievance Committee available whenever their presence is required to perform their functions under this Agreement.

Aggrieved workers shall have the right to be present at each step of the grievance.

Time lost by the grievants, the Stewards, and Grievance Committee from their jobs in the processing of grievances shall not be paid by the Company.

In the event the Company requests a grievance meeting during regular working hours, the time lost by the grievant(s), the Steward(s) and Grievance Committee shall be without any loss of pay. In such cases the Company will cooperate in making employees available.

G. Where the presence of a particular supervisor, employee, or Union representative is necessary for the settlement of a grievance, the Company and the Union shall attempt to make such persons available at the appropriate step of the Grievance Procedure.

H. \_\_\_\_\_

\_\_\_\_\_ shall be the initial permanent arbitrator.

\_\_\_\_\_ or any other permanent arbitrator subsequently selected, may be replaced upon the request of either party after six (6) months by giving sixty (60) days written notice to the other party. Upon giving such notice, the parties shall make a good faith effort to select a new permanent arbitrator. In the event they cannot agree, not later than fifteen (15) days after the need for an arbitrator arises, they shall request a list of eleven arbitrators from either the American Arbitration Association or the Federal Mediation and Conciliation Service. After receipt of the list, the parties shall meet to select an arbitrator for each grievance. If the parties cannot agree upon the

selection of an arbitrator, then they shall turn to the list of arbitrators received under procedures of this Section. The party to strike first shall be selected by a coin toss. That party shall strike the first name from the list. The name remaining after each party has struck five shall be the person designated as arbitrator for the particular grievance.

I. 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.

J. Grievances specified elsewhere in this Agreement as subject to the expedited Grievance and Arbitration Procedure may, at the request of the party filing the grievance, and with written notice to the other party, be expedited to arbitration as follows:

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 written 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.

K. In the event of any violation of Article 6, No-Strike - No-Lockouts, the parties agree to make an immediate joint effort to end the violation. The party aggrieved by the violation may immediately refer the matter to the arbitrator and the arbitrator shall immediately issue an order orally, and in writing, directing the other party to cease and desist from the violation.

L. Should either party fail or refuse to participate in any steps of the grievance machinery, the grieving party shall have the right to refer the matter immediately to Step 3 and apply to the arbitrator for a formal hearing. An application for such a hearing may be ex parte, provided that the applying party has given reasonable notice to the opposing party of its intention to proceed to arbitration and of its application to the arbitrator. If the arbitrator finds that he or she has the authority under the terms of this Agreement to hear the matter, he or she will so notify both parties and proceed to schedule a formal hearing on the merits of any such petition or grievance. Such hearing may be ex parte, i.e., with only one side present, provided that the parties have both received at least two (2) weeks notice of the hearing. The permanent arbitrator may temporarily delay an ex parte hearing to permit immediate bona fide efforts to settle an issue without a hearing.

#### ARTICLE 6: NO STRIKE -- NO LOCKOUT

A. There shall be no strikes, picketing, slowdowns or other interruptions of work during the term of this Agreement, nor shall the Union boycott any of the Company's products.



B. There shall be no lockouts by the Company during the term of this Agreement.

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

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

A. Duly authorized and designated representative of the Union (not exceeding three (3) in number) 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 will be on the premises.

C. The Union shall advise the Company of the names of its duly authorized and designated representatives. Union representatives shall identify themselves upon request by the Company supervisor.

#### ARTICLE 8: DISCIPLINE AND DISCHARGE

A. The 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 this 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 he or she so desires, and the right to interview the worker in private for a reasonable period of time. Provided, however, if no Steward or Union representative is available within fifteen (15) minutes one-way by car or fails to show up within fifteen (15) minutes of being notified and released the Company may take action and must give written notice of the action taken as provided in Section C below.

C. Written notice of the reasons for a discharge or suspension shall be given to the worker involved and the Union within two (2) workdays after such action. A letter which is postmarked within two (2) calendar days or received by the Union within two (2) workdays shall be considered to be in compliance with this notice requirement. The time limit for filing grievances relating to discharges under Article 5, Grievance and Arbitration Procedure, shall begin to run upon the Union's receipt of this written notice.

D. Warning notices shall be valid if issued within forty-eight (48) hours after the occurrence of the alleged offense giving rise to the warning notice and shall be valid for a period of twelve (12) months following the issuance thereof.

E. Individual production pace in relation to a piece rate or incentive plan shall not be conclusive evidence for the purpose of disciplining or discharging a worker except where the employee's performance is substantially below the normal

performance of the Company's employees. This Section shall not, however, constitute any limitation on the Company's right to discipline or discharge for unsatisfactory work performance. Discharge or other disciplinary actions are subject to the Grievance and Arbitration provision of the Agreement.

#### ARTICLE 9: NONDISCRIMINATION

In accordance 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, union activities or lack thereof. In addition, there shall be no discrimination based on language spoken provided that the employee can communicate sufficiently to carry out the requirements of his job.

#### ARTICLE 10: WORKER SECURITY

A. Any employee may refuse to cross a lawful picket line against another company and the Company shall not discipline or discharge employees for refusing to cross such a picket line, provided that the picket line is sanctioned by the Union and the Company has been notified pursuant to Section D.

B. No employee shall be required to perform work that normally would have been performed by employees of another company who are engaged in a lawful strike sanctioned by the Union.

C. For the purpose of this Article, a "lawful" picket line is one that is not related to a strike in violation of a

contractual no-strike provision between an employer and the United Farm Workers of America, AFL-CIO, or one which is not unlawful under the Agricultural Labor Relations Act.

D. In the event there is a picket line sanctioned by the Union in the immediate geographical area of the Company, and there is a reason to believe that a picket line could affect the Company operations, the Union will notify the Company in writing.

E. The provisions of this Article are not limitations on the right of the Company as set forth in Article 36, Grower-Shipper Contracts. The provisions of Article 14, Health and Safety, also apply.

#### ARTICLE 11: LEAVES OF ABSENCE

A. A leave of absence shall be granted to seniority workers upon 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;

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

- b. Maternity Leaves. A maternity leave of absence shall be granted to workers for a period of up to twelve (12) months in order that seniority may be maintained during the period of pregnancy and delivery. Additional leave time shall be approved for up to three (3) months by a doctor's certificate, if the Company so requires. Prior to the end

of the third month of pregnancy or as soon as possible thereafter, the worker shall request the leave in writing. Such request shall indicate the date requested for the leave to commence and the date requested for return and shall be accompanied by a physician's statement which establishes the anticipated date of delivery. If there is a job that the pregnant worker can more easily perform, the Company shall transfer the worker to that job, but no reassignment will be made if it will cause the layoff of another worker, and other workers shall not be required to change their current job assignments without their consent.

c. The Company may ask for a statement from the worker's doctor that he or she is able to resume working after a medical or pregnancy leave. If the Company has a concrete identifiable basis for believing that the worker is not able to continue or resume working, upon consulting with the worker and, if the worker so permits, the Ranch Committee, the Company may ask that the worker be examined by the Company's doctor, at the Company's expense. Such examination and recommendation shall not cause the worker loss of his or her seniority by reason of submitting to such an examination.

3. For valid personal reasons, not to exceed two (2) months provided the worker has at least 6 months seniority and has given at least 5 days notice before taking such leave. This shall not however, limit in any way leaves for personal emergency.

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, and by the Union Steward or other Union representative to signify receipt of the Union's copy. Leaves of absence shall be extended by the Company for a valid personal reason not to exceed thirty (30) days, if a request for such 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 for valid personal reasons if the worker has special circumstances which require additional time. The parties recognize that due to the seasonal nature of the Company's operations, it is not always possible to grant leaves of absence for valid personal reasons during the peak operating season in the type of work involved. Accordingly, where more workers want a leave of absence for valid personal reasons than can reasonably be spared, such leaves will be scheduled as follows: Leaves of absence shall be allocated on the basis of seniority, with the worker with the highest seniority having first preference for a leave of absence period, provided that where a leave of absence for valid personal reasons has been granted two (2) or more months in advance to a junior employee, he shall not be required to forego his leave in favor of a senior worker except as stated in the

following sentence. However, where a worker requests an emergency leave, the Union and the Company may agree to his or her leave in preference over another worker who would otherwise have preference according to the provision of this Section.

B. 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, provided that no more than seven (7) workers (nor more than ten percent (10%) or one (1) worker, whichever is greater, from any established crew or classification) shall be entitled at any time to the leaves of absence under this section. Ten (10) days notice must be given to the Company before the worker takes leave to accept such office or position or chooses to return to work. Seniority shall not be broken or suspended by reason of such leave.

C. A temporary leave of absence 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. The Union shall use its best efforts to give one week's notice, but in no event shall give less than two (2) days notice prior to the commencement of any such leave.

2. Such leaves of absence shall only be granted to workers engaged in the following types of work: harvesting, hoeing and thinning and tomato pre-harvest work, not to exceed ten percent (10%) of any such crew; celery

transplanting, not to exceed one (1) worker from the crew; and a total of five (5) workers from the nursery operations (not more than ten percent (10%) or one (1) worker from each classification, whichever is greater).

3. This section shall not apply to crops which are harvested in less than sixty (60) workdays 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.

5. It is understood that the Union intends to utilize this section on an infrequent basis, no more than four (4) times in a calendar year nor more than two (2) times in a calendar quarter.

D. Leaves of absence under this Article shall be without pay, except as specifically set forth elsewhere in this Agreement. Seniority shall accumulate during leave of absence, and, upon returning, the worker shall be reinstated without loss of seniority to his classification at the current scale of wages. Failure to report to work at the end of an approved leave of absence, or accepting employment with another employer during a leave, shall terminate seniority in accordance with Article 4, Seniority.

#### ARTICLE 12: MAINTENANCE OF STANDARDS

The 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 the date of this Agreement, except as they are changed or eliminated by this Agreement or Supplemental Agreement.

It is understood and agreed by the parties that the Company may, for legitimate business reasons, change or eliminate a local working condition only if, as the result of such action taken by the Company, the basis for the existence of the local working condition is changed or eliminated, thereby making it unnecessary to continue such local working condition. Any worker so affected by such a change or elimination shall have recourse to the Grievance and Arbitration Procedure, if necessary, to have the Company justify its action.

#### ARTICLE 13: SUPERVISORS

Supervisors and other employees not included in the bargaining unit shall not perform any work covered by this Agreement, except for training, experimentation, emergencies, or where there is a situation that would interrupt work operations. This paragraph shall not be used as a basis for the purpose of avoiding the recall of bargaining unit workers from work that they would normally perform, or unless otherwise provided by the Supplemental Agreement.

#### ARTICLE 14: HEALTH AND SAFETY

The Company and the Union recognize the need to protect and

conserve human life, water, soil and vegetation. The Company and the Union are concerned with the health and safety of the workers and the working conditions provided for them. Agricultural chemicals, when used incorrectly, may be harmful to employees and, accordingly, the Company and the Union agree as follows:

A. The Company expressly agrees to strictly abide by and strictly comply with all applicable federal and state laws, rules and regulations pertaining to the storage and use of herbicides, pesticides and fungicides and re-entry restrictions into fields after application of such substances. Banned chemicals shall not be used including, but not limited to DDT, DDD, DDE, ALDRIN and DIELDRIN.

B. The following information concerning the use of agricultural chemicals shall be kept and made available to the Ranch Committee and to any other authorized Union representative:

1. The size and location of fields treated or to be treated and showing the crops or plants begin grown.
2. Pesticides and agricultural chemicals used, including brand names plus active ingredients or chemical name and registration number on the label.
3. Dates and times applied or to be applied.
4. Amount of each application and its concentration per acre.
5. Method of application.
6. Person who applied the chemical.
7. Permissible field re-entry date and date of harvest.

C. In addition to the information set forth in Section C above, the Company will make available to the Committee information concerning the regular application of organophosphate materials. When the Company applies organophosphates, any workers involved in their application will be given, at Company expense, one baseline cholinesterase test and any other additional tests as may be required by law and, if requested by Union and authorized by the worker(s) involved, the results of such tests shall be made available to an authorized Union representative. The past practice of regular cholinesterase tests on workers who regularly apply such chemicals, where it is more frequent than legally required, shall continue.

D. A representative of the workers who accompanies an authorized inspector under the Federal Occupational Safety and Health Act (OSHA) or State acts in conformity with the Federal Act (CAL-OSHA) during a physical inspection of a work place covered by this Agreement shall receive his regular rate of pay for the time devoted to accompanying the inspector during the physical inspection. A worker's regular rate of pay shall be the hourly rate when paid on an hourly basis, or the average piece rate earnings on the day of the inspection when the employee is paid on a piece rate basis.

E. Tools and equipment and protective garments necessary to perform the work and/or safeguard the health of, or prevent injury to, a worker's person shall be provided, maintained and paid for by the Company. Workers shall be responsible for returning all equipment that is checked out to them, but shall

not be responsible for breakage or normal wear and tear. Workers should 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.

F. No worker under this Agreement will be required to work in any work situation which would imminently endanger his health or safety.

G. There shall be adequate toilet facilities, including handwashing facilities, separate for men and women, in the field and readily accessible to workers, that will be maintained by the Company in a clean and sanitary manner. These may be portable facilities and shall be maintained at ratios in accordance with applicable laws, rules and regulations.

H. 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 also be provided.

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

J. Any violation of this Article shall be subject to the expedited Grievance and Arbitration Procedure set forth in Article 5 of this Agreement.

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

ARTICLE 16: MANAGEMENT RIGHTS

A. All the functions, rights, powers and authority which the Company has not specifically modified by this Agreement are recognized by the Union as being retained by the Company, including, but not limited to, the exclusive right to direct the work force, the means and accomplishment of any work, the determination of size of crews or the number of employees and their classifications in any operation, the right to decide the nature of equipment, machinery, method, or process and to change or discontinue existing equipment, machinery, methods, or process, the right to determine the type, amount and extent of crops and acreage to be planted, harvested or sold, the right to determine if overtime shall be worked, and the right to make all decisions which are necessary to the efficient and/or economical operation of its business.

It is agreed that these enumerations of management rights and functions shall not be deemed to exclude other proper rights or functions not specifically listed herein.

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

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

ARTICLE 17: UNION LABEL

A. During the term of this Agreement, the Company shall be entitled to the use of the Union Label. It is agreed that during the term of this Agreement each shipping package or container harvested and packed by bargaining unit employees and shipped by the Company shall bear the Union Label or Seal.

B. The Union Label and Union Seal are and shall remain the sole property of the Union. The 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. The parties recognize the value and importance of the Union Label. The parties wish to insure that the public will not be defrauded by misuse of the Union Label. Therefore, the Company shall make available to the designated Union representatives, at the Union's request, the following information as to its use of the Union Label:

1. Trademark registration;
2. Printing source;
3. Number of labels used.

D. 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 damage to the Union. In the event that the Union revokes the Union Label or Seal, it shall give reasonable notice to the Company and the Company agrees to return same forthwith, or if same cannot be returned then, or request of the Union, the Label or Seal shall be completely obliterated on any package, container or unit.

E. 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 JOB OPERATIONS

In the event any new or changed operation or new or changed classification is installed by the Company, the Company shall have the right to temporarily set the wage scale or working conditions in relation to the classification and rate of pay in Appendix "A" and shall notify the Union at least one (1) week before such action whether or not the Union has agreed to the proposed rate. The Company may put it into effect after such notice. Within fifteen (15) days thereafter the parties shall meet to negotiate a wage scale and working conditions. In the event such wage scale and working conditions cannot be agreed upon mutually by the parties, the same shall be submitted to the Grievance and Arbitration Procedure for determination beginning

at the second step. Any wages agreed upon shall be effective retroactive to the date of the installation of such new or changed operation or new or changed classification.

ARTICLE 19: WAGES, HOURS OF WORK AND OVERTIME

A. Overtime: The following overtime provisions apply to hourly workers except irrigators:

Daily Overtime

A premium of fifty cents (\$.50) per hour shall be paid for all hours worked in excess of nine (9) hours in any one day. All hours worked in excess of ten (10) hours in one workday shall be paid at the premium rate of time and one half the regular straight time rate.

Saturday Overtime

On Saturday, or any other day agreed upon between the Company and the Union to be treated as Saturday, workers shall receive time and one half their regular straight time rate of pay for all hours worked.

B. Night Shift Premium: A night shift premium of thirty cents (\$.30) per hour shall be paid to employees who work a majority of their shift between the hours of 6:00 P.M. and 6:00 A.M.

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

D. Meal times 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. When a worker performs in a higher rated job he shall be paid at a a 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.

F. 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 (28) continuous calendar days. The only exception to this Section is Tractor Driver C.

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

H. Overtime work shall continue to be assigned on the basis of seniority and experience of the employee. However, the Company has the right to assign overtime work to a worker, out of seniority order, so as to complete his/her existing assignment.

#### 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 regular 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 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 crops, 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 employees at least six (6) hours prior to the time scheduled for reporting to work.

#### ARTICLE 21: REST PERIODS

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

#### ARTICLE 22: VACATIONS

A. Vacation pay shall be granted to eligible workers who qualify for such vacations. Workers shall be eligible following the first anniversary of employment and annually thereafter for vacation pay and a one-week vacation, provided that, in order to qualify for vacation pay, the worker shall work the hours set forth below in the prior twelve (12) months. Vacation pay will be the percentage specified below of the worker's gross Company

earnings in the twelve (12) months ending with his anniversary date.

Hourly Workers	1,000 and up - 2%
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Piece Rate Workers	700 and up - 2%
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An employee who has completed his fourth anniversary date shall receive double the above vacation benefits in the following year.

An employee who has completed his seventh anniversary date shall receive 2-1/2 times the above vacation benefits in the following year.

B. Employees who have qualified for vacation shall be allowed time off with the consent of the Company without loss of seniority.

C. Vacation pay shall be payable at the time the employee takes his vacation, except a worker may waive his or her vacation period. If an employee quits or is discharged he shall be entitled to vacation pay provided he has met the eligibility requirements of this Article.

D. If a paid holiday set forth in Article 24 falls during an employee's vacation period he shall receive the holiday pay, provided he meets the eligibility requirements of Article 24.

E. Employees who received vacation and summer bonus pay in 1977, shall receive the greater of that amount or the amount calculated pursuant to Section A.

F. Vacation schedules shall be mutually agreed upon, except if more workers want a particular vacation period than can

be reasonably spared. The worker with the highest seniority shall have first preference for the vacation period.

ARTICLE 23: BEREAVEMENT PAY

A seniority employee who misses his scheduled work in order to attend the funeral of a member of his immediate family (father, mother, child, brother, sister, husband or wife, mother-in-law, or father-in-law) shall be paid what he would have earned if he had been working for the Company, not to exceed three (3) days. Before making such payments, the Company may require the employee to present a death certificate or other evidence of death.

ARTICLE 24: HOLIDAYS

A. Commencing with the effective date of this Agreement, the following shall be paid holidays:

- |                     |                          |
|---------------------|--------------------------|
| 1. Labor Day        | 5. Washington's Birthday |
| 2. Thanksgiving Day | 6. Memorial Day          |
| 3. Christmas Day    | 7. Fourth of July        |
| 4. New Year's Day   |                          |

Holiday pay shall be nine (9) hours of pay at the employee's regular straight-time hourly rate of pay or average daily earnings for piece rate employees based on the preceding payroll week.

Employees required to work on a holiday shall be paid one and one half (1 1/2) times their regular straight-time rate of pay in addition to holiday pay.

When a holiday falls on Saturday, the following Sunday or Monday shall be observed as the holiday. When a holiday falls on a Monday it shall be observed on that day or the preceding Sunday.

B. To be eligible for holiday pay as provided in Section A, an employee must work at least five (5) days during the two payroll weeks immediately preceding the payroll week in which the holiday falls and must work the last scheduled workday preceding the holiday and the first scheduled workday after the holiday, except that if the next scheduled workday after the holiday is more than five (5) calendar days after the holiday, this requirement for work on the scheduled workday after the holiday shall not apply.

C. Citizenship Participation Day. The second Saturday of August of each year during the term of this Agreement shall be designated as "Citizenship Participation Day." All workers on "Citizenship Participation Day" shall receive nine (9) hours pay at their regular straight time hourly rate. Such nine (9) hours pay shall be in addition to any pay due the worker if he or she is required to work on "Citizenship Participation Day." Upon receipt of proper written authorization from the workers, the Company shall deduct from such workers' wages, the pay received for "Citizenship Participation Day," and the Company shall remit such a sum to the "Citizenship Participation Day" Committee of the United Farm Workers of America, AFL-CIO, for allocation as designated by the worker. In the event any worker works on

"Citizenship Participation Day," the Company shall not deduct any pay due him or her for working such day.

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

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

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

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

A seniority employee summoned to appear to serve on a jury or as a witness in a judicial or administrative hearing not involving the Company shall be eligible for pay if he misses work as a result of such service.

The Company shall pay the employee an amount equal to the difference between the amount of pay he would have received from the Company for all of his scheduled work hours and the amount he received for complying with the summons. To receive pay under this provision, the employee must provide the Company with the summons for his appearance and documentary evidence of the amount of fees received for performing such service.

#### ARTICLE 26: RECORDS AND PAY PERIODS

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

B. The Union shall have the right, upon reasonable notice given to the Company, to examine timesheets, work production or other records that pertain to worker's compensation.

#### ARTICLE 27: 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.

ARTICLE 28: CREDIT UNION WITHHOLDING

A. 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 monies and a summary report shall be forwarded on a monthly basis to that organization at P. O. Box 62, Keene, California 93531, or such other address as designated by the Administrator of the Fund.

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

ARTICLE 29: LIFE, HEALTH AND WELFARE INSURANCE

A. The Company shall provide a life, health and welfare insurance policy for each eligible employee covered by this Agreement as set forth in Paragraph B hereof. The Company will pay the entire insurance premium for each month in which the employee qualifies for coverage.

B. The Company shall provide medical benefits which are equal to or better than the C-36 Medical Plan, including dental and vision benefits, as well as Mexican Coverage.

An employee shall be deemed to have completed all qualifications for insurance coverage when he/she has obtained seniority with the Company, he/she has worked a minimum of sixty (60) hours in the prior month and is employed during the first



week of the month in which he/she is to be insured for benefit coverage.

C. Right of employee to pay premium when not employed by Company under this Contract: After termination of employment for the season, the employee may pay his own insurance premium, at the group rate, for a period not to exceed 8 consecutive months. The first payment of premium by the employee must be paid by the 10th day of the first month following termination of employment for the season, unless the premium for that month has been paid by the Employer, in which case the first payment by the employee must be made before the 10th day of the next consecutive month. Thereafter, each payment must be made consecutively before the 10th of the month, provided the employer is not obligated to pay insurance for that month.

ARTICLE 30: JUAN DE LA CRUZ FARM WORKERS PENSION FUND

A. The Company shall, beginning with the effective date of the Agreement, contribute to the Juan De La Cruz Farmworkers Pension Fund nineteen cents (\$.19) per hour for each hour worked by all workers covered by this Agreement.

B. All contributions due hereunder on fringe benefit plans shall be computed in the preceding monthly payroll period for every worker covered by the Collective Bargaining Agreement. In conjunction therewith, a monthly summary will be submitted on or before the fifteenth (15th) of every month covering the preceding monthly payroll for which contributions for fringe benefits are due. The monthly summary report shall include the workers'

names, social security numbers, total hours worked by workers, total number of workers and amount of contributions. The monies and summary report shall be remitted to the Juan De La Cruz Farmworkers Pension Fund, P. O. Box 39122, San Francisco, California 94319 , or such other address as designated by the Administrator of the Fund.

ARTICLE 31: REPORTING ON PAYROLL DEDUCTIONS AND FRINGE BENEFITS

All contributions due hereunder on fringe benefit plans shall be computed on the preceding 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 fifteenth (15th) 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 of contributions.

ARTICLE 32: INJURY ON THE JOB

Whenever a worker is injured on the job to the extent medical attention is received, the company shall agree to pay full day's wages or average earnings for that day. The Company may require a doctor's certificate if the worker could not return to work that day.

ARTICLE 33: 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. Such notices shall not be in violation of Article 1, Section F of this Agreement.

Such bulletin boards will be approximately three feet by three feet (3' x 3'), enclosed in glass or other unbreakable transparent material with locks and keys. A bulletin board will be placed at the following locations: Threshler Ranch, Round Mountain Ranch, Home Ranch and El Rio Nursery. One key will be maintained by the Company, one by the Ranch Committee and one by the Union.

#### ARTICLE 34: FAMILY HOUSING

The Company and the Union recognize that one of the most serious needs of farm workers, particularly migrant farm families, is adequate family housing. The Company will take such action as it deems appropriate to encourage the planning, financing and construction of low-cost farm worker housing in important agricultural locations. The Union will also take such action as it deems appropriate to encourage the planning, financing and construction of low-cost farm worker housing in important agricultural locations.

#### ARTICLE 35: SUBCONTRACTING

The parties understand and agree that the hazards of agriculture are such that subcontracting may be necessary and proper to conduct efficient farming operations on a timely basis. Subcontracting may be necessary in areas such as land leveling,

custom land work, precision planting, applying agricultural chemicals or pesticides, soil fumigation, combined row cutting and fertilization, and where specialized equipment not owned by the Company is required. It is understood and agreed that the Company shall not subcontract to avoid the obligations of this Agreement.

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

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

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.

C. Subcontracting is permissible where the operation has been subcontracted in the past.

D. Subcontracting is permissible where the Company is unable to perform the work on a timely basis with available employees and equipment; provided, however, that the subcontracting does not cause the layoff of bargaining unit employees.

ARTICLE 36: GROWER-SHIPPER CONTRACTS

It is recognized by the Company and the 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, packing 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 the Company may have such an interest; provided such partnership, joint venture or other legal contractual relationship by the Union against any other party to the partnership, joint venture or other legal contractual relationship was entered into by the Company prior to any economic action by the 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. In the event the Company enters into a partnership, joint venture or other legal contractual relationship with a grower, packer and/or shipper for the growing, packing, harvesting, or selling of a crop, the Company shall notify the Union within five (5) days of such arrangements.

The protections given by the Union to the Company under the provisions of this Article shall not be operative for a period in excess of the crop year of 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 37: LOCATION OF COMPANY OPERATIONS

The Company shall provide, upon request, the locations of the Company's agricultural operations for use by Union representative pursuant to Article 7 of this Agreement, Access to Company Property.

#### ARTICLE 38: MODIFICATION

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

#### ARTICLE 39: SAVINGS/SEPARABILITY CLAUSE

The provisions of this Agreement are subject to limitations

of any applicable State or Federal Law, and in the event any portion of such law affects the validity of any portion hereof, only that portion of this Agreement shall no longer be applicable or effective in accordance with such laws, but such laws will not terminate, invalidate or affect the remainder of the Agreement.

#### ARTICLE 40: SUCCESSOR CLAUSE

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

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

#### ARTICLE 41: WAIVER OF BARGAINING

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Company and the Union, for the life of this Agreement, each voluntarily and

unqualifiedly waive the right and each agrees that it shall not, except as otherwise provided in this Agreement, be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement; provided, however, that the creation of new classifications or changes in existing classifications shall be subject to Article 18, New or Changed Job Operations.

ARTICLE 42: DURATION OF AGREEMENT

This Agreement shall be in full force and effect from November 1, 1985, to and including October 31, 1987. This Agreement shall automatically renew itself upon expiration of this Agreement unless either of the parties shall have given notice in writing to the other party sixty (60) days prior to the expiration, requesting negotiations for a new Agreement, together with thirty (30) days prior written notice to the State



Conciliation Service. During this sixty (60) day period all terms and conditions of this Contract shall remain in full force and effect.

Executed this \_\_\_\_ day of \_\_\_\_\_, 1986.

UNITED FARM WORKERS  
OF AMERICA, AFL-CIO

HIJI BROTHERS, INC., and  
SEAVIEW GROWERS, INC.

\_\_\_\_\_  
Cesar Chavez

\_\_\_\_\_  
Tsugio Hiji

\_\_\_\_\_  
Ben Maddock

\_\_\_\_\_  
Jose Manuel Rodriquez

\_\_\_\_\_  
Delfino Ochoa

\_\_\_\_\_  
Christobal Perez

\_\_\_\_\_  
Ramiro Diaz

\_\_\_\_\_  
Francisco Rendon

\_\_\_\_\_  
Antonio Rodriquez

LETTER OF UNDERSTANDING

RE: TOOLS, EQUIPMENT AND MISCELLANEOUS MATTERS

I. TRACTOR OPERATORS AND TRUCK DRIVERS

A. A flag person shall accompany Tractor Operators when they are required to transport Company equipment on heavily trafficked public roads during peak traffic hours.

B. The Company will provide tractor drivers with wrenches, grease gun and grease and other implements necessary to perform assigned work.

C. Sprayers shall be provided with all safety equipment and clothing recommended by CAL-OSHA standards, including, but not limited to, rubber gloves, liquid repellent overalls, appropriate respirator, and rubber boots.

D. In order to maintain a satisfactory standard of performance on the job, Company tractors and related equipment shall be maintained in good and safe running condition. Back-up warning devices will be provided in accordance with CAL-OSHA standards.

E. Routine maintenance of Company tractors and related equipment (such a fueling, check oil), shall be performed on Company time.

F. When a Tractor Operator is required to move a tractor from one ranch to another, he shall be permitted to take his vehicle to his new work site within a reasonable period of time after the move.

G. The sprayer will receive a bonus of fifty-four cents (\$.54) per acre sprayed.

H. When a tractor driver is performing row cutting, he/she will receive a bonus of thirty-five cents (\$.35) per acre.

I. The Company shall provide its tractor drivers with protective goggles for dust protection.

## II. IRRIGATORS

A. The Company shall provide to all Irrigators shovels and other implements necessary to perform assigned work. Leather gloves will be supplied to Irrigators who handle sprinkler pipe. The Company shall also provide flash lights to those irrigators who have night work assignments.

B. Irrigators shall be provided with cool cans for potable drinking water.

C. Night work assignments shall be given on the basis of seniority, provided the employee is able to provide his transportation.

## III. CELERY, TOMATO, LETTUCE, AND OTHER HARVEST AND PRE-HARVEST OPERATIONS

A. The Company shall issue knives to Lettuce and Celery Cutters. Knife sharpeners will be available in adequate supply.

B. The lettuce crew shall not be obligated to perform general labor work if piece-rate work ends after 2:00 P.M.

C. In piece-rate operations, the Company will assure the crew an ample supply of boxes and all other needed supplies as close to the crew as possible at all times, and will provide enough trucks to keep up with the Loaders' production.

D. The first aid kit in the celery crews shall contain ointment for celery rash.

E. The Company will provide white nylon protective gloves to tomato stringers.

F. The Company will provide protective gloves to tomato stakers.

G. The Company will provide up to one (1) pair per month of protective gloves to celery harvest workers. The Company will also sell to celery harvest workers an additional one (1) pair per month at its cost.

H. Lettuce workers shall receive a premium of ten cents (\$.10) per box for second and third cuttings.

#### IV. NURSERY

A. The Company will provide rubber or canvass aprons to transplanterers.

B. The Company will provide white nylon gloves to employees who handle flats.

C. All pull-plants shall be performed by hand on regular sized flats.

#### V. GENERAL

A. Rain gear and gloves will be issued in accordance with past practice.

B. The Company will arrange to maintain a supply of white nylon gloves and leather gloves which may be purchased at the Company's cost by employees.

C. Payday shall be on Friday and shall be weekly.

D. Employees who become sick or injured during work hours and require medical attention will be transported to the nearest medical facility or doctor as soon as possible.

E. Employees who are issued tools and/or protective clothing will be responsible for returning the equipment to the Company as set forth in Article 14, Section F.

F. The Company will continue its practice of providing transportation to employees in those field crews now receiving transportation. If less than fifty percent (50%) of the employees in the crew utilize that service, the Union agrees to discuss modification of this practice. Pickup points may be changed by mutual agreement. Company busses shall fulfill all applicable legal safety requirements and shall be equipped with adequate first aid supplies.

G. Shades and curtains shall be installed over the celery transplant machines.

H. The Company shall install padded seats on the celery transplant machine.

#### VI. PIECE RATE PROCEDURE - TOMATO HARVEST

A. When irrigation on heavy soil prevents quick drying, workers may move carts through dry rows and pick through the vines.

B. The Company shall maintain tomato carts in proper working condition, straight and well oiled, and shall supply sufficient carts for all workers.

C. The Company agrees that tomato harvesting shall not be performed in the rain except for light rain by mutual agreement between the Company and the tomato harvest crew.

D. At the end of each workday all boxes will be dumped. Workers will only be credited for full boxes. When necessary all carts and boxes will be brought to the end of the rows at the end of the workday.

E. At the start of the season the first picking in each field will be hourly. Starting December 1 of each year the Company will either switch to the general hourly rate or a general rate hourly guarantee if weather conditions adversely affect the harvest.

#### VII. PIECE RATE PROCEDURE - CELERY HARVEST

A. When celery is affected by any disease, including but not limited to "Blackheart" or "Seeder," the Company will guarantee the general hourly rate then in effect.

B. When field conditions are muddy to the extent that operational machinery cannot be utilized in a normal manner, the Company shall have the sole discretion to change the rate of pay from piece-rate to the general hourly rate.

#### VIII. GRIEVANCE PROCEDURE

If the designated permanent arbitrator is not available or refuses to act in the event of a violation of Article 6, No Strike - No Lockout, then the California Mediation and Conciliation Service shall be the arbitrator of the dispute. The powers

and authority of the Conciliation Service shall be as set forth in Article 5, Section K. If neither the designated permanent arbitrator nor the Conciliation Service acts within forty-eight (48) hours or the order to comply with Article 6, No Strike - No Lockout, is not complied with, the aggrieved party may seek court relief to enjoin such violation. Such court relief shall be limited to an order to return to work or to end a lockout, and shall not be used in that, or in any other proceeding, as the basis for seeking damages. The party seeking the court relief shall provide the other party with documentary proof of its efforts to contact the permanent arbitrator or Conciliation Service before proceeding to seek such relief.

IX. ARTICLE 1 - RECOGNITION

The term "Management Trainee" is intended to apply to a person who is being trained for a management position and who, in the training process, may need to perform the type of work normally performed by bargaining unit employees in order to learn the proper method of performing that work so that he may later train and/or supervise bargaining unit employees. There shall be no more than one such Management Trainee at any time at the Hiji Brothers ranch nor more than one at the Seaview Nursery.

X. ARTICLE 4 - SENIORITY  
ARTICLE 19 - WAGES, HOURS AND OVERTIME

Employees who receive training pursuant to Article 4, Section N, will receive their regular rate during the training period not to exceed twenty-eight (28) workdays. Employees who

are selected for promotion under Article 4, Section O, will be covered by Article 19, Section F.

XI. ARTICLE 13 - SUPERVISORS

The parties understand and agree that Article 13, Supervisors, was agreed to with the following understandings:

1. A supervisor in each transplant crew in the field may continue to setup and position the tractor pulling the planting apparatus, in the mornings, and shall mount the tractor at the end of each row to move it to and position it in the next row to be planted.

2. In the Nursery, Barraquiel Izaguirre may continue to assist in the nursery operations (such as equipment operation and general labor tasks).

3. Irrigation foremen may continue to assist in setting up.

4. Seeding nursery flats and irrigating young seedlings has historically been done by supervisors; this can continue. The parties agree that while supervisors are performing bargaining unit work as permitted in Article 13, supervisors shall not perform bargaining unit work where its purpose or effect is to "push" or "speed up" employees to a pace that is unreasonable in terms of a fully day's work and as reasonable and substantial effort as compared with the normal pace of other employees. "Pushing" or "speeding up" as used in this letter of understanding means: (a) supervisors doing work quickly, but poorly, and blaming employees for poor workmanship; or (b) supervisors



helping one employee or group of employees and not others and then blaming or unfairly rating employees not helped.

5. The above shall not be applied so as to displace any bargaining unit workers for work they would normally perform or prevent their recall from layoff.

6. The three partner/owners of the Company (the Hiji Brothers) and the immediate families may perform bargaining unit work as they have done in the past (i.e., during the period in which this Agreement was negotiated.

#### XII. APPENDIX 'A' - WAGE RATES

The parties agree that effective October 31, 1986, the contract shall be reopened to negotiate the issue of wages. The parties further agree that the Union shall retain the right to strike in support of its wage proposals and such action shall not constitute a violation of Article 6 (No Strike) for purposes of the foregoing agreement.

#### XIII. QUALITY OF VEGETABLE HARVEST WORKMANSHIP

A. The Union and the Employer agree that the quality of vegetables harvested by Hiji Bros., Inc. is of paramount importance to the well-being of the Employer and Union. The reputation of Hiji Bros., Inc., is dependent on the quality of vegetables harvested. The reputation of United Farm Workers is dependent on the quality of workmanship of its members. Upon the signing of the Contract, the Ranch Committee will meet with the harvesting crews and discuss the needs for high quality

workmanship standards in the harvest of vegetables. The Union agrees that it will do everything in its power to encourage high quality workmanship standards on the part of its members, and enlist their cooperation with Employer "Quality Control" programs. Ranch Committee members will be compensated at their average hourly year-to-date earnings or regular rate of pay for time spent when requested by the employer to attend meetings or talk with crews during normal working hours.

B. The Employer agrees that it will establish a program to develop consistent workmanship standards for a high quality pick. These quality standards will be communicated to and adhered to by all field harvesting supervisory groups. The Employer will also communicate such workmanship standards to the Union and all harvesting workers.

Objective information on the quality of Hiji Bros., Inc., vegetable packing and the quality of workmanship of harvesting crews will be maintained by Employer on a current basis. The information will be made available to the Union and all harvesting workers.

Employer management members including the President of Hiji Bros., Inc., will be available upon request to meet with the Ranch Committee and Union Representatives concerning quality problems. Such meetings will be separate and apart from normal grievance meetings.

#### XIV. ARTICLE 19 - HOURS OF WORK

Irrigators shall be compensated for their one-half (1/2)

hour meal breaks only when they are performing actual irrigation work. Said time, however, shall not be counted as hours worked under the provisions of this Agreement.

UNITED FARM WORKERS  
OF AMERICA, AFL-CIO

HIJI BROTHERS, INC., and  
SEAVIEW GROWERS, INC.

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Antonio Rodriguez  
Antonio Rodriguez

APPENDIX A - WAGE RATES

FIELD

11/1/85

GENERAL LABOR AND HARVESTING	6.20
IRRIGATOR	6.30
IRRIGATOR SUB-FOREMAN	6.50
TRACTOR DRIVER C	6.50
FIELD FORKLIFT	6.90
TRACTOR DRIVER B	6.90
TRACTOR DRIVER A	7.05
BOB TAIL TRUCK DRIVER 2 AXLE	7.25
TEN WHEEL (3 AXLE) TRUCK DRIVER	7.75
SEMI-TRAILER DRIVER	8.10
MECHANIC	7.90
<u>FIELD PIECE RATE .. CREW PIECE RATE</u>	
ROMAINE	.63
CABBAGE	.74
GREEN LEAF LETTUCE	.605
RED LEAF LETTUCE	.605
BOSTON LEAF	.605
ICEBERG LETTUCE 2 DOZEN	.73
ICEBERG LETTUCE 2 1/2 DOZEN	.79
CELERY (PER FIELD BOX)	1.165
CELERY HARVEST (PER BOX INCLUDING SLEEVE)	1.465
CELERY (PER FIELD BIN)	9.65
CELERY HEARTS (LARGE BOX)	.71
CELERY HEARTS (SMALL BOX)	.58

APPENDIX A - WAGE RATES

NURSERY

11/1/85

GENERAL LABOR	6.20
IRRIGATOR	6.30
IRRIGATOR AND SET-ON AND SET-OFF	6.35
EQUIPMENT DRIVER B	6.40
EQUIPMENT DRIVER A	6.50

TRANSPLANT

CELERY	.28
BELL PEPPERS	.29
TOMATOES	.295
CABBAGE	.3125
CELERY PULL PLANT	.975

## APPENDIX B - JOB DESCRIPTIONS

### FIELD

#### GENERAL FIELD AND HARVEST

Hourly work. Classification covers general field harvesting, pruning of crops, occasional work as an unskilled helper, bracing (installing reinforcement stakes for pole tomatoes), string cutting and other clean-up operations after the tomato harvest (i.e., gathering twine, pulling cut stakes, picking up string, broken stakes and litter in the field), and miscellaneous duties not otherwise covered by other wage classifications or new changed operations that may be subject to Article 18, New or Changed Job Operations.

##### 1. Vegetable Transplant

Hourly rate operations. While on transplanter machine, workers pick from top of planting units or carrying rack on the side of unit and insert into planters grippers and machine plants. Workers follow machine and hand plant celery plants in spots skipped by machine using trowel supplied by the Company.

##### 2. Celery Harvest - Piece Rate Per Carton

Piece rate to be shared by all cutters, packers, loaders, closers and boxman. Each "burra" will consist of three (3) cutters and three (3) packers. Cutters will cut, trim, and strip the celery and place the celery on the ground according to Company specifications.

Celery packers will pick up the celery from the ground, perform additional trimming, if needed, and place the celery into the cartons as per Company specifications.

Celery closers will close the carton flaps and staple the filled cartons.

Celery loaders will load the cartons in the field by size onto wooden pallets and place wooden slats between the cartons according the Company instructions. Celery loaders and closers will be required to "windrow" as per Company specifications and will be required to load celery cartons by hand onto the trucks on those occasions when the forklift, for any reason, is unable to perform the loading. Celery loaders and closers may also be required to strap cartons onto the wooden pallet according to Company instructions.

All loading shall be four (4) high whether by forklift and/or hand loading.

Forklift drivers will forklift the wooden pallets from the ground onto a truck or trailer, as well as unload empty wooden pallets from the truck or trailer and will distribute them to the humps, in accordance with Company instructions. Forklift drivers may also be required to assist in strapping the cartons to the wooden pallets.

Cutters and packers shall be required to inspect all celery for disease or seeder.

### 3. Mixed Lettuce and Cabbage

Cabbage and romaine and other mixed lettuce includes

head lettuce piece rate operations, paid per carton and divided equally among members of the crew. Jobs in crew consist of cutters, packers, stitchers, box boy and loaders working under direction of Company foreman, who assembles cartons according to size, commodity and Company name, cuts, trims and cleans vegetables, discarding diseased and immature head. Pack by size, taking care to minimize damage to vegetable, close cartons and load onto trucks. Jobs rotated to provide equal distribution of different working conditions in this operation.

4. Cucumbers, Tomatoes, and Bell Peppers Harvest - Hourly

Picks fruit according to Company instructions and places the fruit into Company supplied containers.

5. Thin and Hoe

Hourly operation. Using the appropriate equipment and method, workers remove excess plant growth in accordance with the instructions of the Company.

6. Irrigator

Installs, moves and services the appropriate irrigation system for the distribution of water to the farming operations as directed by the Company. Performs other duties as needed.

7. Irrigator Sub-Foreman

Leads the installation of irrigations system for the distribution of water to farming operations as divided by the Company. Performs other duties as needed.

8. Tractor Driver C

Includes trailer pulling, celery topping, driving water



truck and other simple tractor duties and may include training for higher tractor driver classifications. Includes routine maintenance and adjustment of equipment. Does not include plant cultivation.

9. Tractor Driver B

In addition to duties of Tractor Driver C, performs discing, plant cultivation, plowing, land planing and grading. Tractor Driver B drives a majority of tractors but this classification does not require the precision of Tractor Driver A.

10. Tractor Driver A

In addition to duties of Tractor Driver B, performs precision planting, precision border driving, precision row cutting, application of agricultural chemicals, motor grading in building roads and other earth moving duties. This classification has the most experience of all tractor driver classifications and has the capacity to form rows and plant with precision where there are no rows.

11. Truck Driver

Truck driver classifications include all work related to driving of vehicles. Drivers must meet insurance requirements and must have a valid driver's license according to State requirements as follows:

Class 1: All vehicles, including semi

Class 2: 10-Wheel vehicles and smaller

Class 3: Bob-tail vehicles and smaller

Drivers will be classified and paid the rate based on the type of vehicles they are normally assigned to drive. Other employees

temporarily assigned to driving trucks must have applicable license and will be paid according to the class of vehicle driven.

12. Field Forklift

Operates field forklift and related duties according to foreman's instructions.

13. Mechanic

Inspects and repairs equipment as needed. Tears down and rebuilds machinery.

NURSERY

1. General Nursery Worker

Performs various duties related to the growing of plants as directed by the Company.

2. Irrigator

Waters plants as directed by the Company and other general labor jobs.

3. Irrigator Set On and Set Off

Includes general nursery duties and the placement and removal of plants and containers for the transplanter and the watering of the newly transplanted plants.

4. Equipment Operator B

In addition to general labor work, operates motorized equipment such as forklifts, skiploader and tractor as directed by the Company. Includes routine maintenance of equipment.

5. Equipment Operator A

In addition to duties of Equipment Operator B, drives truck to transport plants or materials or operates spray machines.

6. Transplanter - Piece Rate

Stamps holes in soil for transplanting and transplants seedlings from one container to another.

The job descriptions are not intended to be a complete listing of all work that may be assigned, but are only intended to insure that employees are properly classified and paid for the work assigned.

APPENDIX C - NOTICE OF RECALL

HIJI BROTHERS, INC.

and

UNITED FARM WORKERS OF AMERICA, AFL-CIO

TO: \_\_\_\_\_

DATE: \_\_\_\_\_

WORKER SOCIAL SECURITY  
NO.: \_\_\_\_\_

SENIORITY DATE: \_\_\_\_\_

NOTICE OF RECALL

In accordance with the provisions of Article 4 of the Agreement between Hiji Brothers, Inc., and the United Farm Workers of America, AFL-CIO, you are hereby given official notice of recall for re-employment as a \_\_\_\_\_.

This work is anticipated to begin on \_\_\_\_\_ and the estimated duration is (indefinite) (approximately \_\_\_\_\_ working days).

The exact starting date is subject to change, and the exact date can be obtained as follows: forty-eight (48) hours in advance:

1. Call the Company office at (805) \_\_\_\_\_.
2. Check the Company bulletin boards.
3. Check with the Union office.

In accordance with Article 4, Section M, you must advise the Company forty-eight (48) hours in advance that you are returning to work.

Remember to bring you Social Security card on the date you report to work.

Failure to respond to this recall may result in your loss of seniority under Article 4, Section B-5.

LETTER OF UNDERSTANDING

By this letter of understanding it is agreed and understood by the parties that the transplant crew will be a established crew for the following purpose:

1. The workers shall have seniority based on the date when each worker started working in the transplant crew.
2. For the purpose of lay off and re-call, the Company shall lay off the worker with the lowest seniority date in this crew first, and re-call the worker with the highest seniority in this crew first.
3. To fill vacancies, the Company shall post the vacancy in all bulletin boards and shall give a copy to the Ranch Committee. The posting shall remain for five (5) days before to fill the vacancy. The worker signing the posting with more seniority within the Company shall fill the vacancy. If the worker can not perform the job as required by the Company during a period of three (3) working days, the worker shall return to his former job classification.

This letter of understanding shall be part of the Collective Bargaining Agreement between the parties.

Executed this 18 Th Day of JULY 1986

UNITED FARM WORKERS OF AMERICA  
AFL - CIO

*Jose Manuel Rodriguez*  
*Delia Ochoa*

HIJI BROTHERS, INC. AND  
SEAVIEW GROWERS, INC.

*Tom Sato*

LETTER OF UNDERSTANDING

By this letter of understanding the parties of this Agreement agreed the following:

A worker who for physical, health or valid reasons is not able to continue performing his/her job, at the request of the worker he or she shall have the right to be transfer to the general labor classification using his or her Company wide seniority to displace the worker with less seniority.

This letter of understanding shall be part of the Collective Bargaining.

Executed this 18 Th Day of JULY 1986

UNITED FARM WORKERS OF AMERICA  
AFL - CIO

José Manuel Rodríguez  
Pedro Alvar

HIJI BROTHERS, INC. AND  
SEAVIEW GROWERS, INC.

Sam Ait