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*COLLECTIVE BARGAINING AGREEMENT*

*BETWEEN*

*HUNTINGTON FARMS, INC.*

*AND*

*THE UNITED FARM WORKERS OF AMERICA, AFL-CIO*

*2005-2008*

## TABLE OF CONTENTS

<u>PARTIES</u> .....	3
<u>ARTICLE 1 - RECOGNITION</u> .....	3
<u>ARTICLE 2 - UNION SECURITY</u> .....	4
<u>ARTICLE 3 - HIRING</u> .....	5
<u>ARTICLE 4 - SENIORITY</u> .....	6
<u>ARTICLE 5 - GRIEVANCE AND ARBITRATION</u> .....	9
<u>ARTICLE 6 - NO STRIKE CLAUSE</u> .....	12
<u>ARTICLE 7 - RIGHT OF ACCESS TO COMPANY PROPERTY</u> .....	12
<u>ARTICLE 8 - DISCIPLINE AND DISCHARGE</u> .....	12
<u>ARTICLE 9 - DISCRIMINATION</u> .....	13
<u>ARTICLE 10 - WORKER SECURITY</u> .....	14
<u>ARTICLE 11 - LEAVES OF ABSENCE</u> .....	14
<u>ARTICLE 12 - MAINTENANCE OF STANDARDS</u> .....	20
<u>ARTICLE 13 - SUPERVISORS</u> .....	20
<u>ARTICLE 14 - HEALTH AND SAFETY</u> .....	20
<u>ARTICLE 15 - MANAGEMENT RIGHTS</u> .....	22
<u>ARTICLE 16 - NEW OR CHANGED OPERATIONS</u> .....	22
<u>ARTICLE 17 - HOURS OF WORK AND OVERTIME</u> .....	23
<u>ARTICLE 18 - REPORTING AND STANDBY TIME</u> .....	24
<u>ARTICLE 19 - REST PERIODS</u> .....	25
<u>ARTICLE 20 - VACATIONS</u> .....	25
<u>ARTICLE 21 - BEREAVEMENT PAY</u> .....	26
<u>ARTICLE 22 - HOLIDAYS</u> .....	26
<u>ARTICLE 23 - JURY DUTY PAY</u> .....	27
<u>ARTICLE 24 - RECORDS AND PAY RECORDS</u> .....	27
<u>ARTICLE 25 - INCOME TAX WITHHOLDING</u> .....	28
<u>ARTICLE 26 - CREDIT UNION WITHHOLDING</u> .....	28
<u>ARTICLE 27 - MEDICAL PLAN</u> .....	28
<u>ARTICLE 28 - REPORTING ON PAYROLL DEDUCTIONS AND FRINGE BENEFITS</u> .....	29
<u>ARTICLE 29 - BULLETIN BOARDS</u> .....	33
<u>ARTICLE 30 - SUBCONTRACTING</u> .....	33
<u>ARTICLE 31 - GROWER-SHIPPER CONTRACTS</u> .....	34
<u>ARTICLE 32 - JUAN DE LA CRUZ FRAM WORKERS PENSION FUND</u> .....	35
<u>ARTICLE 33 - LOCATION OF COMPANY OPERATIONS</u> .....	36
<u>ARTICLE 34 - MODIFICATION</u> .....	36
<u>ARTICLE 35 - SAVING CLAUSE</u> .....	36
<u>ARTICLE 36 - SUCCESSOR CLAUSE</u> .....	36
<u>ARTICLE 37 - MAINTENANCE OF EQUIPMENT</u> .....	37
<u>ARTICLE 38 - INJURY ON THE JOB</u> .....	37
<u>ARTICLE 39 - DURATION OF AGREEMENT</u> .....	37
<u>WAGE ADDENDUM</u> .....	39
<u>SUPPLEMENTAL AGREEMENT #1</u> .....	40
<u>SUPPLEMENTAL AGREEMENT NO.2</u> .....	42

## PARTIES

This Agreement and Supplemental Agreements attached hereto are between HUNTINGTON FARMS, INC., hereinafter called "Company" and the United Farm Workers of America, AFL-CIO, hereinafter called "Union". The parties agree as follows:

### ARTICLE 1 RECOGNITION

1.1. The company does hereby recognize the Union as the sole labor organization representing all of the Company's agricultural employees (hereinafter called "workers") in the unit set forth in the Agricultural Labor Relations Board's certification in Case No. 78-RC-15-M. In the event the Agricultural Labor Relations Board certifies other employees not here included within the certified unit, such additional employees shall be included under the terms of this Agreement. The term "workers" shall not include office and sales employees, security guards, and supervisory employees who have the authority to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward or discipline other workers, or 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.

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

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

1.4. 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.

1.5. Neither the Company nor its representatives will interfere with the right of any

worker to join and assists the Union. The company will make known to all workers that they will secure no advantage, nor more favorable consideration, nor any form of special privilege because of non-participation in Union activities.

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

## ARTICLE 2

### UNION SECURITY

2.1. Union membership shall be a condition of employment. Each worker shall be required to become a member of the Union immediately following five (5) continual days after the beginning of employment, or five (5) days after the beginning of employment, or five (5) days from the date of the signing of this Agreement, whichever is later, and to remain a member of the Union in good standing. The Union shall be the sole judge of the good standing of its members. Any worker who fails to become a member of the Union within the time limit set forth herein, or who fails to maintain his membership in good standing, shall be immediately discharged upon written notice from the Union to the Company of the worker's good standing status.

2.2. The timely payment or tendering of dues, initiation fees and assessments to the Union in amounts customarily, uniformly and regularly charged by the Union shall constitute the sole criterion upon which "good standing", as that term is used in this Agreement, shall be determined.

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

2.4. Company agrees to deduct from each worker's pay initiation fees, all periodic dues or assessments as required by Union upon presentation by the Union of individual authorizations signed by the workers directing Company to make such deductions. Company shall make such deductions from worker's pay for the payroll period in which it is submitted, provided it is submitted in advance of the close of the pay period, and

periodically in advance of the close of the pay period, and periodically thereafter as specified on authorization so long as such authorizations is in effect and shall remit monies weekly.

2.5. The Company shall provide a monthly summary report as soon as possible, but not later than the twentieth day of the month following the ending date of the previous month's pay period, containing the names of the workers, social security numbers, payroll periods covered, gross wages, total hours worked per worker, total number of workers and amount of Union dues deducted during such pay periods from each worker. Union will furnish the forms to be used for authorization and will notify the Company in writing of dues, assessments and initiation fees within five (5) days of the effective date of any change.

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

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

### ARTICLE 3

#### HIRING

3.1. Company recalls of seniority workers shall be pursuant to Section 4.3 of Article 4. Workers returning to work on recall shall check in with the Union steward or other Union representative on the job site to verify the worker's name is on the seniority list before commencing work.

3.2. The Company will make available to Union, in writing within five (5) days thereafter, the names, social security numbers, date hired, and job classifications of all new workers hired, provided however, that the Union shall be entitled, acting on its own, to ascertain such information from such workers at any time after twenty-four (24) hours following the hiring of such workers, provided further, that work is not interrupted.

3.3. The Company shall not discriminate against any worker in hiring because of

race, age, creed, color, religion, sex, sexual preference, gender identity, political belief, national origin, language spoken or any other characteristics or status protected by Law. It is agreed that this obligation includes, but is not limited to, the following: hiring, placement, recruitment, and advertising or solicitation for employment.

3.4. All prospective workers seeking employment with the Company shall fill out and sign an application. Workers are required to furnish correct information. Furnishing the Company with false information is cause for immediate discharge upon the Company obtaining knowledge of such false information.

3.5. Applications shall include the prospective employee's name, address, social security number, telephone number, if any, and job classification. Applications shall be in English and Spanish and such other language as may be needed.

3.6. Upon reasonable notice, union representatives shall have access to applications on file with the Company.

3.7. The Employer shall, at the time of hiring, comply with provisions of Union security.

#### ARTICLE 4

#### SENIORITY

4.1. After a worker has worked for the Company at least fourteen (14) workdays within the preceding ninety (90) calendar days, he/she shall acquire seniority on the fourteenth (14th) day of work retroactive to his/her date of hire. Whenever a commodity or crop season is less than twenty-eight (28) calendar days, a worker shall acquire seniority, provided he/she works one-half ( $\frac{1}{2}$ ) the number of work days in the season. It is understood that the first ten (10) days of work may be considered a probationary evaluation period for all new workers. Such new workers may be terminated by the Employer for any reason during the probationary period and shall not have recourse to the grievance and arbitration procedures of this Agreement. There shall not be layoffs for the purpose of circumventing acquisition of seniority.

4.2. Seniority shall be lost for the following reasons only:

- a. Voluntary quitting;
- b. Discharge for just cause;
- c. When on layoff, fails to report within three (3) working days after

being re-called, unless reasons satisfactory to the Company are given;

d. When the worker fails to report to work at the termination of a leave of absence or vacation without an approved extension as per Article 11, Leave of Absence, of this Agreement;

e. When any worker leaves the bargaining unit to accept a supervisory or other position with the Company outside the bargaining unit after a period of one hundred eighty (180) days;

f. Habitual absence without notice (three [3] warning notices [one verbal and two written] given); Any worker rehired after loss of seniority, as provided above, shall establish a new seniority date, as provided in Section 4.1 above.

g. Any worker rehired after loss of seniority, as provided above, shall establish a new seniority date, as provided in Section 4.1 above.

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

4.4. Whenever a permanent vacancy occurs in an hourly rated job classification with a rate above the general field and harvesting rate, such vacancy shall be posted on the Company's bulletin board in the area of the vacancy. The posting shall be made at least five (5) days before the vacancy is permanently filled. A copy of the posting will be made available to the Union Ranch Committee if the Union has given notice as to who the ranch committee is. Seniority workers desiring to apply for such position shall sign the posting.

The Company may select the most qualified seniority worker for the permanent vacancy from those persons who sign the posting. Except for tractor driver positions, the Company will provide training if no employee is qualified to perform the job.



The Company may hire tractor drivers from outside of the bargaining unit when it determines that no one in the bargaining unit possesses the skills to perform the work required. The Company shall not be required to train employees to perform tractor work but may do so if it is necessary and beneficial.

If the seniority worker selected cannot perform the job satisfactorily, he/she shall return to their former classification and rate of pay.

4.5. Recall:

4.5.1 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 anticipated starting date of work. When notices of recall cannot be given two (2) weeks in advance, the recalled workers shall be given as much notice as possible, but in no case less than forty-eight (48) hours. Provided, however, that if the layoff has been one (1) month or less, the Company may recall employees before the forty-eight (48) hours specified above by telephoning the employee. Such notice shall be in Spanish and English and shall include the worker's name, social security number, seniority date, classification to which he/she is being recalled, the anticipated starting date of work, approximate duration thereof, and the date and location on which the notice of the exact starting time, date and place will be posted.

4.5.2 Notice of the exact starting date, time and place shall be posted, allowing reasonable time to report, in clearly visible and accessible locations, including but not limited to Company bulletin boards. A copy of such notice shall be sent to the local Union office.

4.5.3 All notices will be mailed by the Company to the worker's address which appears on the workers written application for employment or written change of address. It is the worker's responsibility to notify the Company in writing of any change of address in writing on Company provided forms. Only written changes are effective. It is a condition of employment for all employees to provide a complete, accurate and up to date address that the Company may use to recall employees from layoff. The Company may rely upon the latest address provided by the employee in writing on the Company provided forms.

4.5.4 The Company shall make available to the Union, upon request, recall letters and envelopes returned to the Company due to lack of delivery, provided however

that the request is made during the operational season for which the notice is applicable.

4.5.5 There shall be no recall by labor contractors except for the jobs of thinning, hoeing and harvesting. The Company shall be entitled to the use of a labor contractor for procuring workers for those jobs set forth above.

4.6. The Company shall notify the Union within five (5) working days of seniority workers laid off or recalled on a seasonal basis in accordance with this Article by giving the worker's name, social security number, seniority date, job or commodity classification, and date of recall or layoff.

4.7. Assignments of Skilled Employees: Workers who have seniority in specialty job classifications such as tractor driver, irrigator, and water truck driver shall work in the job classification and/or job assigned by the Company for the period of time assigned. This shall apply to all employees in such specialty classifications, including those who have multiple job skills.

4.8. Beginning with the signing of this Agreement, two (2) weeks prior to the beginning of each major operating season and one (1) week after layoff in each major operating season, the Company shall provide the Union with an up-to-date seniority list showing the name of each worker, his/her seniority date, social security number and job or commodity classification. The Company shall also post a seniority list in a conspicuous place for examination by the workers and the Union Ranch Committee. The Union may review the accuracy of the seniority list and present to the Company any errors it may find on such list within two (2) weeks of commencement of each major operating season.

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

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

4.11. In the event the Union and the Company have agreed to a local seniority provision different from Article 4 of the Contract signed herein, the Union and the Company agree to review and revise, if agreed upon, said local provision only one (1) year after the date of signing this Agreement, if either party so requests.

## ARTICLE 5

### GRIEVANCE AND ARBITRATION

5.1 The parties to this Agreement agree that during the term of this Agreement all disputes which arise between the Company and Union out of the interpretation or application of this Agreement shall be subject to the Grievance and Arbitration Procedure. The parties further agree that the Grievance Procedure of this Agreement shall be the exclusive remedy with respect to any disputes arising under this Agreement, and no other remedies shall be utilized by any person with respect to any dispute involving this Agreement until the Grievance Procedure has been exhausted. Any claim by the Union that on-the-job conduct by any non-bargaining init employee is disrupting working relations may be treated as a grievance provided that such grievance is specified in detail.

5.2 The Company agrees to cooperate to make Union stewards available to workers wishing to submit a grievance and to make the Grievance Committee of the union available to perform their functions under this Agreement.

5.3 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.

5.4

STEP ONE: Any grievance arising under this Agreement shall be immediately taken up between the Company supervisor involved and the Union steward. They shall use their best efforts to resolve the grievance. In the event the grievance is not immediately satisfactorily resolved, the grieving party shall reduce the grievance to writing and set forth the nature of the grievance. A grievance regarding a discharge of an employee must be filed in writing within five (5) days of the discharge. All other grievances must be filed in writing within thirty (30) days of the discovery thereof. The grievance shall be waived if it is not filed within the time limits provided above.

STEP TWO: Any grievance not resolved in Step One shall be discussed in a meeting between the Grievance Committee and the Company representative delegated to resolve such matters not later than seven (7) calendar days of the filing of the grievance. If the grievance is not satisfactorily resolved in such meeting, the party receiving the grievance shall, within seventy-two (72) hours, give a written response to the other party regarding its position, including reasons for the denial. If the party receiving the grievance fails to respond within seven (7) days (postmarked within seven [7] days following the second step meeting), such party shall be considered to have withdrawn its objection to

the grievance and the grievance shall be granted in favor of the grieving party. A Union representative may fully participate in the grievance meeting.

STEP THREE: If the foregoing fails to produce settlement, the matter shall be referred to arbitration within thirty (30) calendar days. Demand for arbitration shall be made within fifteen (15) days of the conclusion of Step Two and in writing or the grievance shall be waived. The arbitrator shall consider and decide the grievance referred to him. The arbitrator shall not have the authority or jurisdiction to modify, add to, detract from, or alter any provisions of this Agreement. Within that limitation, among other things, he shall have authority to award back for any loss of earnings from the Company, including the right to revoke any form of discipline including discharge. He shall also have the authority to apply the Agreement and other compliance by all parties within the terms of the Agreement.

5.5 The arbitrator shall have authority to hear only one (1) grievance, unless otherwise mutually agreed to by the parties.

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

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

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

5.9 Selection of the Arbitrator: The parties will attempt to agree on an arbitrator to hear the particular grievance. In the event they are unable to agree, a panel of eleven (11) arbitrators shall be requested from the federal Mediation and Conciliation Service.

5.10 After receipt of the list, the parties shall meet to select the arbitrator. If the parties cannot agree upon the selection of the arbitrator, then they shall turn to the list of arbitrators received under the procedures of the above Paragraph. The person to strike the first name from the list 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 the arbitrator.

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

## ARTICLE 6

### NO STRIKE CLAUSE

6.1 There shall be no strikes, slowdowns, boycotts, interruptions of work by the Union, nor shall there be any lockout by the Company.

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

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

## ARTICLE 7

### RIGHT OF ACCESS TO COMPANY PROPERTY

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

7.2 Before a Union representative contacts any of the workers during work, he/she shall notify the Company that he/she is on the premises. If no proper notice is given, the Company may deny any Union agent access under this Agreement. Any failure by the Union to comply with this provision may be treated as a grievance by the Company.

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

## ARTICLE 8

### DISCIPLINE AND DISCHARGE

8.1 The first ten (10) days of employment for a new non-seniority employee shall be considered as a probationary period. The Company may discharge such new employee during this ten (10) work day period for poor work performance or any other non-discriminatory reason and such employees shall not have recourse to the Grievance and Arbitration Procedure in order to dispute the discharge.

8.2 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 the Agreement. No worker shall be disciplined or discharged except for just cause.

8.3 Prior to any discharge or suspension, the Company shall notify the steward or other Union official providing him/her with evidence for such discharge or suspension and such Union official shall have the right to be present when formal charges are made, if they so desire. Provided however, if a situation occurs in a remote area wherein the Company deems it necessary to take action and no steward nor other Union representative is or can be immediately available, where failure to discharge or suspend would work a significant economic hardship on the Company or endangers the immediate health and safety of any Company employee, the Company may take action and must give immediate notice to the local Union office followed up by written notice in accordance with Section 8.4 below, including the reasons for taking such action in the absence of the steward or other Union official.

8.4 The steward or Union representative shall have the right to interview workers in private. Within forty-eight (48) hours after any discharge or suspension for just cause, the Union representative will be notified in writing the reasons for such discharge or suspension.

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

8.6 Discharge and other disciplinary actions are subject to the grievance provisions of this Agreement.

8.7 Written warnings may be used for progressive discipline for two (2) years from the date of issuance. Provided, however that written warnings that are more than two (2) years old may be used as background in an arbitration concerning discipline or discharge of an employee.

## ARTICLE 9

### DISCRIMINATION

9.1 In accord with the policies of the Company and the Union, it is agreed that there shall be no discrimination against any worker because of race, age, creed, color,

religion, sex, sexual preference, gender identity, political belief, national origin, language spoken, Union activity or any other characteristics or status protected by law.

## ARTICLE 10

### WORKER SECURITY

10.1 Company agrees that any worker may refuse to pass through any picket line of another company sanctioned by the Union at premises not farmed by the Company. All other picket line recognition shall be governed by the No Strike clause of this Agreement.

10.2 No worker shall be required to perform work that normally would have been performed by workers of another company who are engaged in a strike sanctioned by the Union.

10.3 The provisions of this Article are not limitations in any way on the rights of the Company as set forth in Article 31, Grower-Shipper Contracts. The provisions of Section 14.3 Health and Safety, also apply.

## ARTICLE 11

### LEAVES OF ABSENCE

#### 11.1 Leaves of Absence for Union Business:

11.1.1 Any worker elected or appointed to an office or position in the Union shall be granted a leave of absence for a period of continuous service with the Union upon written request of the Union. Ten (10) day's notice must be given the Company before the worker takes leave to accept such office or position or chooses to return to work. Such leave of absence shall be without pay. Seniority shall not be broken or suspended by reason of such leave.

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

11.1.2.1 Written notice shall be given by the Union to the Company at least two (2) days prior to commencement of any such leave, except when prevented by circumstances beyond the Union's control.

11.1.2.2 Such leaves of absence shall only be granted to workers engaged in harvesting and/or hoeing and thinning, and shall not exceed ten percent (10%) of any such crew.

11.1.2.3 This section shall only apply to companies whose harvesting operations exceed sixty (60) work days in any area.

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

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

11.1.3.1 For jury duty or witness duty when subpoenaed.

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

11.1.3.3 Up to one (1) year of illness or injury requiring absence from the job. Said leave shall be extended if a doctor's report indicates that the worker will be able to return to work within one (1) additional year's time. The Company may require substantiation by medical certificate or other adequate proof of illness.

11.1.3.4 Up to one (1) year for the purpose of further training or education which requires absence from the job, provided however that the Company may require proof of enrollment in a training or education program.

## 11.2 Family Care or Medical Leave

11.2.1 Family Care or Medical Leave Defined: The Company will provide an unpaid family care or medical Leave of Absence for any employee who has at least twelve months service and has worked twelve hundred and fifty (1250) hours during the previous twelve month period. If the employee has worked the required time for the Company, the reasons for requesting a family care or medical leave will determine whether the employee will receive such a leave. The following are reasons which will entitle an employee to a family care or medical leave as provided by applicable law:

11.2.1.1 Leave for reason of the birth of a child of the employee;



11.2.1.2 Leave for reason of the placement of a child with the employee in connection with the adoption or foster care of a child;

11.2.1.3 Leave for a serious health condition of a dependent child of the employee;

11.2.1.4 Leave to care for a parent or spouse who has a serious health condition; and

11.2.1.5 Leave because of a serious health condition of the employee which prevents the employee from performing the essential functions of their position.

11.2.2 Maximum amount of family care or medical leave: The maximum amount of time for family care or medical leave is three (3) months (12 work weeks) during a twelve (12) month period. This twelve months period is a rolling period and dates back from the date leave is used. Leaves for the birth of a child or the placement of a child must be completed within twelve (12) months following the birth or placement of the child. When both spouses work for the company, the maximum combined amount of leave for the birth or placement of a child is twelve (12) weeks in a twelve (12) month period. Intermittent leaves are not permitted for the birth or placement of a child, unless the company approves intermittent leaves in advance. Leaves for other reasons can be intermittent when medically necessary.

11.2.3 Position will be held open: The employee's position or a comparable one will be held open for the employee upon termination of the leave, unless the position has been eliminated. No break in service or loss of seniority occurs during the family care or medical leave. Employees on leave because they have a serious health condition must provide a release to return to work, signed by a health care provider.

11.2.4 Serious health condition defined: A serious health condition requires inpatient care or continuing treatment by a health care provider. It includes absences which are on a recurring basis for treatment or recovery. Minor illnesses of brief durations (3 days or less) are not serious health conditions. Examples of serious health conditions are heart conditions, stroke, cancer, back injuries, pneumonia, emphysema, severe morning sickness, prenatal care, childbirth and recovery from childbirth. Serious health conditions do not include absence for substance abuse (except where treatment by a health care provider is sought), or routine physical exams.

11.2.5 Health Care Providers' Certificate required for family care or medical leave: Employees requesting a leave to care for other family members are required to provide a health care providers' certificate which states that the employee is needed to care for the individual requiring care. In the case of an employee's illness, a health care provider certification is also required. The certificate must state that the employee is unable to perform the essential functions of the job. In the case of a serious health condition of the employee, the Company may require the employee to be examined at the Company's cost.

11.2.6 Notice Required: Employees are required to give the Company thirty (30) days advance notice of the date that their family care or medical leave will commence, unless the event that gives rise to the need for the leave was unforeseeable, in which case the employee shall give as much notice as possible of the date when leave will be required.

11.2.7 Interpretations of this Family Care or Medical Leave policy shall be governed by state and federal law.

11.2.8 Employees on family care or medical leave who are covered by the Company's group health plan will continue to be covered during the time they would have been working for the Company, absent the family care or medical leave. If the employee was paying a co-payment prior to the family care or medical leave for coverage on the company's group health plan, the employee is required to continue to make the co-payment to maintain coverage while on family care or medical leave. The Company is not required to cover employees who do not make the requisite co-payment for insurance. Employees who do not return to the Company's employ after a family or medical leave shall reimburse the Company for all medical premiums paid on their behalf during the family care or medical leave.

11.2.9 Any accrued vacation pay may be utilized while on family care or medical leave. Other than accrued vacation pay, family care or medical leave is unpaid. Employees wishing to take a family or medical leave must fill out a request form. These forms are available at the office and should be submitted to the Human Resources Manager.

### 11.3 Pregnancy Disability Leave:

11.3.1 Any employee who is disabled because of pregnancy or a

pregnancy-related condition is entitled to up to four (4) months disability leave (88 working days for full-time employees). This leave may be taken intermittently or all at once when medically advisable. During the disability leave, the employee is entitled to use whatever accrued vacation or sick benefits are available, but such benefits cannot be used to extend the four (4) month leave.

11.3.2 Such leave of absence is without pay, and no benefits shall accrue during the period of the leave.

11.3.3 Upon the completion of the disability leave, the employee shall be entitled to return to the same job previously held, unless the job has been eliminated for business reasons or because preserving the employee's job would substantially undermine the Company's ability to operate safely and effectively which would justify not making the same position available. Under such circumstances, the employee shall be entitled to a comparable position, if any exist at the time reinstatement is requested.

11.3.4 Employees must provide at least thirty (30) days' advance notice of the need for pregnancy leave if it is foreseeable. If thirty (30) days is not practicable, as much notice as is practicable should be given. Employees desiring a pregnancy leave must fill out a request form and provide a doctor's certification stating: (i) the commencement date; (ii) duration of such leave; and (iii) an explanatory statement that due to the disability, the employee is unable to work at all or is unable to perform one or more of the essential functions of her position without undue risk to herself, the successful completion of her pregnancy or to other persons. The Company agrees to make forms available at the office and Employees are required to complete and submit such forms to their supervisor.

11.3.5 FMLA Leave and Pregnancy Disability Leave run concurrently. Therefore, employees who are eligible for family and medical leave as provided above may be provided with up to twelve (12) weeks of coverage under the Company's medical plan subject to the requirements and conditions of the "medical insurance coverage" section of the family and medical leave policy. The first twelve (12) weeks of pregnancy disability leave for such employee is counted toward the employee's FMLA leave entitlement under federal law, but not to leave under the California Family Rights Act (CFRA). CFRA leave is a separate and distinct entitlement from a pregnancy disability leave under this section. Employees may, under certain conditions, be eligible

for twelve (12) additional weeks of CFRA leave at the end of the employee's pregnancy disability or at the end of four (4) months pregnancy disability leave under this section, whichever occurs first.

11.3.6 *Pregnancy Accommodation.* In lieu of a pregnancy leave of absence, a pregnant employee may request a transfer to a less strenuous or less hazardous position. If such a transfer can be reasonably accommodated, a pregnant employee will be transferred for the duration of her pregnancy, provided that she submits a written request for such transfer, and, in addition, furnishes a doctor's written certificate attesting that the transfer request is upon doctor's advice. However, the Company will not undertake to create additional employment within the Company that would not otherwise be created to meet its own business needs, nor will the Company be required to discharge any employee, transfer any employee with more seniority than the pregnant employee, or to promote an employee who is not qualified to perform the job. Upon transfer, an employee will receive the salary and benefits which are regularly provided to employees in the position to which the employee has been transferred.

11.3.7 Employees should be advised that failure to return after a leave of absence on the scheduled date of return can result in termination.

11.3.8 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. Employees are required to notify the Company at least twenty-four (24) hours prior to any intended absence.

11.4 Personal Leaves. The Company may grant personal leaves (other than these specified above) of up to sixty (60) days upon the workers applying to and receiving approval by the Company.

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

11.6 Failure to report for work at the end of an approved leave of absence or

accepting employment with another employer during an approved leave of absence shall terminate seniority in accordance with Article 4, Seniority.

11.7 The Company may approve extensions of leaves of absence upon a showing of necessity, satisfactory to the Company.

## ARTICLE 12

### MAINTENANCE OF STANDARDS

12.1 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. Conditions of employment shall be improved wherever specific provisions for improvements are made elsewhere in this Agreement.

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

## ARTICLE 13

### SUPERVISORS

13.1 Supervisors and management employees shall be allowed to perform bargaining unit work.

## ARTICLE 14

### HEALTH AND SAFETY

14.1 The Company and Union are interested in the health and safety of workers while working with the Company. It is understood and agreed that it is necessary in the sophisticated farming practices of today that certain agricultural chemicals must be used for the control of pests and growth of the product. Company recognizes that the use of certain chemicals may be injurious to farm workers. The use of such chemicals injurious to

farm workers must be such so as not to cause injury to workers. Company agrees to make available to Union such records as will disclose the following:

- a. Location of field treated with injurious materials;
- b. Name of material used, by brand name, chemical name and registration number;
- c. Date and time material was applied and its formulation;
- d. Amount of material applied and its formulation and concentration;
- e. Method of application; and
- f. Applicator's name and address, if any.

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

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

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

14.5 Each place where there is work being performed shall be provided with suitable, cool, potable drinking water convenient to workers. Water shall be provided in cool cans or equivalent containers. Individual paper drinking cups shall be provided.

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

14.7 Adequate first aid supplies shall be provided and kept clean in a sanitary dust-proof container. The crew foremen shall have keys to such kits if they are locked.

14.8 When a worker who applies agricultural chemicals is on the Company payroll, one baseline cholinesterase test and other additional tests shall be taken on those workers so employed, at Company's expense, when organo-phosphates are used and ,if

requested, results of said test (s) shall be given to an authorized Union representative.

## **ARTICLE 15**

### **MANAGEMENT RIGHTS**

15.1 The Company retains all rights of management, including the following, unless they are limited by some other provision of this Agreement: to decide the nature of equipment, machinery, methods or processes used; to introduce new equipment, machinery or processes; to determine the products to be produced or the conduct of its business; to formulate work rules to direct and supervise all of the employees, including the right to assign employees to particular jobs or tasks and transfer employees; to determine when overtime shall be worked and whether to require overtime.

## **ARTICLE 16**

### **NEW OR CHANGED OPERATIONS**

16.1 In the event the Company hereafter establishes within the bargaining unit a new classification or changed classification with new job content substantially and materially different than existing or previously existing job content, or substantially and materially different container, commodity or operation, the Company shall notify the Union of its actions. Upon written request made by the Union within fifteen (15) calendar days after receipt of such notice, the Company will meet and confer with the Union to study the matter for thirty (30) days, or such longer period as the Company and the Union agree in writing is appropriate. Any unresolved dispute concerning the appropriateness of the rate assigned by the Company may be made the subject of a grievance which shall be presented directly to the arbitration step of the grievance procedure within ten (10) days of the conclusion of the meeting period of this Article.

16.2 Work shall continue at the rate and under the conditions determined by the Company pending resolution of any such grievance. If it is established the Company's determination was erroneous because the new job does not bear a fair relationship to other jobs at substantially the same rate of pay within the bargaining unit, subject to equitable considerations, adjustments pursuant to arbitration shall be made effective from

the time the new rate was established.

16.3 The combining of existing jobs by the Company is not subject to the provisions of this Article. The Company has the right to combine more than one job into a single classification of work, provided it pays the rate of pay set forth in this agreement.

## ARTICLE 17.

### HOURS OF WORK AND OVERTIME

#### 17.1 Daily Overtime:

17.1.1 Tractor drivers and other hourly paid employees except irrigators shall be paid one and one-half (1½) times their regular rate of pay for all work performed after ten (10) hours in any one day.

17.1.2 The Company shall continue its pay practices with regard to hours of work for irrigators. There shall be no daily, Saturday or Sunday overtime for irrigators.

#### 17.2 Saturday Overtime:

17.2.1 Tractor drivers and other hourly paid employees except irrigators shall be paid one and one-half (1½) times their regular rate of pay for all work performed after eight (8) hours on Saturday.

#### 17.3 Sunday Overtime:

17.3.1 All workers, except irrigators, shall be paid one and one-half (1½) times their regular rate of pay for all work performed on Sunday.

17.4 When a worker performs work at a higher rated job than his/her classification, he/she shall be paid at the higher rate. When a worker performs work at a lower rated job than his/her classification, he/she shall be paid at the rate of his/her classification.

17.5 When a worker is working as a trainee for qualification for a higher rated job, he/she shall be paid at his/her old classification rate of pay for a period not to exceed fifteen (15) work days.

17.6 Mealtime breaks shall be one-half (½) hour and not compensated for or counted as hours worked under the provisions of this Agreement. Company shall not use the mealtime breaks for the purpose of moving the workers to another job site or any other work-related activity.

17.7 A night shift premium shall be paid to tractor operators who work a majority



of their shift between the hours of 6:00 p.m. and 6:00 a.m. at the rate of fifty cents (\$.50) per hour for all hours worked.

17.8 The following shall be considered the normal work schedule for each of the specified classifications of work. It is understood that these norms do not constitute a daily guarantee in any respect. The number of workers employed to perform the job shall be directly related to the work demand. The number may vary due to conditions affecting the job to be performed, however, the Company shall make every effort to provide the normal work schedule as provided below:

<u>Classification</u>	<u>Days</u>	<u>Hours</u>
General labor, thin and hoe	Monday – Friday	08
Tractor drivers	Monday – Friday	10
	Saturday	08

## ARTICLE 18

### REPORTING AND STANDBY TIME

18.1 A worker who is required to report for work and does report and is furnished no work shall be paid at least four (4) hours at the worker's hourly rate of pay. If less than four (4) hours of work are provided, hourly workers shall be paid four (4) hours at their hourly rate of pay.

18.2 However, in the event that no work, or less than four (4) hours of work, is provided because of rain, frost, government condemnation of crop, or other causes beyond the control of the Company, Paragraph 18.1 of this Article shall not apply, provided however that the Company agrees to continue its past practice with respect to condemnation of fields.

18.3 Workers shall be informed before leaving work of the reporting time and place for the following day to the extent possible. The Company shall set the reporting time as close as possible to the estimated starting time, taking into consideration available weather reports for the following day. If a worker who reports at such specified time is asked to report back the same day at another time and no work is provided, or less than four (4) hours of work are provided, the pay guarantee described in 18.1 above shall apply and the exception described therein shall not apply. Any call may be rescinded by notification to workers at least six (6) hours prior to the time scheduled for reporting to

work.

18.4 Hourly workers shall be paid at their regular hourly rate of pay for all time when the Company gives orders to standby at the pickup point or in the field prior to commencing work, provided however workers shall not be paid for the first half (1/2) hour when the Company gives orders to standby in the field prior to commencing work due to frost. If work is delayed due to breakdown or delay in arrival of Company transportation, all workers shall be compensated at the general labor rate for the period so delayed.

18.5 Hourly workers shall be paid at their regular hourly rate for all time they are required to remain on the job.

## ARTICLE 19 REST PERIODS

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

## ARTICLE 20 VACATIONS

20.1 Vacation with pay shall be granted to eligible workers who qualify for such vacations. Each year workers shall be eligible for a vacation provided that they qualify as specified in Paragraph 20.2 below in the prior calendar year. Vacation pay shall be computed on the basis of the appropriate percentage of the worker's gross earnings from the Company in the preceding calendar year prior to the payment of the vacation benefit. Calendar year in this Paragraph means January 1 through December 31.

20.2 A worker who has worked at least seven hundred (700) hours in the prior calendar year with the Company and has maintained his/her seniority with the Company up to and including December 31 will qualify for an amount equal to two percent (2%) of his/her total gross earnings as vacation pay and one week of vacation time off. Employees who have more than one year seniority at termination shall receive vacation pay upon termination if they otherwise qualify pursuant to this Section.

20.3 A worker who has worked seven hundred (700) hours in the prior calendar year and who has twenty (20) or more years seniority with the Company will qualify for an

amount equal to four percent (4%) of his/her total gross earnings as vacation pay and two (2) weeks of vacation time off.

20.4 Workers may waive vacation periods but shall receive their vacation pay in addition to their earnings for such period. For workers who desire to waive their vacation period, vacation pay shall be deemed due and payable at any time such pay is requested after January 1 of each year, provided however that the vacation check will be prepared as quickly as possible, but in no event more than six (6) weeks after requested by the worker. Vacation pay shall be paid by separate check and regular deductions shall be made and reported.

20.5 Any worker who quits or is terminated shall receive his appropriate vacation benefit allowance in accordance with the above Paragraph 20.2.

20.6 If a worker's vacation period includes one of the holidays set forth in article 24, his vacation period shall be extended to include such holiday pay.

20.7 Vacation schedules shall be mutually agreed upon. If, in the judgment of the Company, 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 21**

### **BEREAVEMENT PAY**

21.1 To make arrangements and to attend the funeral of a member of the immediate family (father, mother, child, brother, sister, husband, wife, mother-in-law, father-in-law, grandfather or grandmother) , a worker will be paid what he/she would have earned had he/she been working for the Company, not to exceed three (3) days. However, in cases where the funeral requires travel of more than three hundred (300) miles one way, an additional one (1) day leave with pay shall be granted. The Company may require a death certificate or other evidence of death.

## **ARTICLE 22**

### **HOLIDAYS**

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

1. New Year's Day
4. Christmas Day

2. Labor Day
3. Thanksgiving Day
5. July Fourth

22.2 Qualifying workers shall be paid their daily average pay earned during the payroll week immediately preceding the holiday.

22.3 To be eligible for a paid holiday not worked, a worker must work the scheduled work days both immediately before and after the holiday. If the next scheduled work day after the holiday is more than five (5) calendar days after the holiday, the requirement for work on the scheduled work day after the holiday shall not apply. A worker who is laid off more than five (5) calendar days prior to a paid holiday will not be eligible for holiday pay.

22.4 Work on any holiday shall be paid at one and one-half (1 1/2) times the worker's regular rate in addition to holiday pay.

22.5 Holiday pay shall be issued to all workers as specified herein as soon as possible after the holiday, but in no event later than four (4) weeks after the end of the payroll period in which the worker qualifies for the holiday.

## **ARTICLE 23**

### **JURY DUTY PAY**

23.1 Workers who have worked at least five (5) days during the two (2) weeks proceeding the week in which the following events occur shall receive the benefit of this Section. A worker will be paid jury duty pay for any days of work missed due to the performance of such service if summoned to appear. Jury duty is defined as the difference between the fees received by such worker for performing such service and what he would have received had he been working for the Company for each day of service. To receive pay under this provision the worker must provide the Company with a copy or notice summoning him to appear, and if so requested, documentary evidence of the amount of fees received for performing such service.

## **ARTICLE 24**

### **RECORDS AND PAY PERIODS**

24.1 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, cumulative hours

worked to date, wages earned, and cumulative wages earned to date each payday which shall include the worker piece-rate production records. The daily record of piece-rate production for crews paid on a crew basis shall be given to the appropriate steward upon request.

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

## **ARTICLE 25**

### **INCOME TAX WITHHOLDING**

25.1 The Company shall deduct Federal and State income tax in accordance with standard practices with scheduled deductions as required by law

## **ARTICLE 26**

### **CREDIT UNION WITHHOLDING**

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

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

## **ARTICLE 27**

### **MEDICAL PLAN**

27.1 Beginning on November 1, 2005 the Company will contribute \$1.6920 to the Robert F. Kennedy Farm Workers Medical Plan for Plan 167A which includes PUD4 Dental and VSP2 Vision Coverage. The Employer shall contribute this amount for each hour of work performed by all employees covered by this Agreement. The Company

agrees to pay the required contribution to maintain the current level of benefits, provided however, the maximum contribution the Company shall be required to make shall be as follows: \$1.6920 per hour until September 1, 2006. Thereafter the maximum increase for September 1 of each year beginning on September 1, 2006 shall be 7% (7% maximum on September 1, 2006 and 7% maximum on September 1, 2007.) The maximum contribution amounts shall be deemed the annual cap.

27.2 If further contributions are necessary to maintain the current level of benefits, the Company will deduct any difference above the annual cap from the employee's wages and will remit the same to the RFK Medical Plan.

27.3 For the increase in contribution to take effect on the dates specified, the Company must receive written notice from the Plan Administrator (on behalf of the Board of Trustees and the Union) specifying the amount, effective date, and basis thereof, which notice must be received no later than thirty (30) days prior to the desired effective date of the increase.

27.4 Within seven (7) working days after the close of each payroll period, the Company will remit the appropriate summary reports and monies for the RFK plan to the Union at an address designated by the Union. The parties agree that the Company's obligation under this article is complete upon the submission of appropriate summary reports and monies on a monthly basis and therefore the Union agrees to indemnify and hold the Company harmless from any and all claims, lawsuits, administrative proceedings and/or other actions brought in any forum by anyone regarding the RFK plan and its operation, including any damages, cost of suit and reasonable attorneys' fees.

## ARTICLE 28

### REPORTING ON PAYROLL DEDUCTIONS AND FRINGE BENEFITS

#### 28.1 Submission of Dues and Reports to Union:

28.1.1 Withheld dues are to be submitted weekly.

28.1.2 A payroll report is to be submitted monthly covering the four (4) to five (5) payroll periods falling within the reporting month. The report shall be mailed on or before the twentieth (20<sup>th</sup>) day of each month. The report shall include the workers' name, social security numbers, payroll periods covered, gross wages, total hours worked per worker, total number of workers, and total amount of Union dues deducted during such pay periods from each reported worker. Complete mailing directions and information for such report will be supplied by the Union.

28.1.3 In the event Company has no workers in its employ during any monthly payroll period. Company shall submit to the Union, on forms to be provided by the Union, a statement to that effect. Said statements shall be mailed on or before the twentieth (20<sup>th</sup>) day of the following calendar month.

28.1.4 Company understands and agrees that it shall be deemed delinquent with respect to the Union for any payroll month in which the dues are not submitted weekly and/or the monthly report, or the required statement that Company has no covered workers in its employ during such month, or is not postmarked on or before the twentieth (20<sup>th</sup>) day of succeeding calendar month.

28.1.5 In the event Company decides to go out of business, merge or consolidate with another entity, sell or transfer its assets to another entity, or otherwise make a decision which will result in its ceasing to deduct dues, Company shall, in addition to any other requirements set forth in the Agreement, notify the Union headquarters in writing at least sixty (60) days in advance of the last day on which it will be reporting to the Union, of such business decision.

28.1.6 In the event that Company files bankruptcy or Chapter 11 proceedings, it will notify the union of such action and shall list the Union as a separate creditor qualified as a priority claim pursuant to the Bankruptcy Act.

## 28.2 Submission of Reports and Contributions to Fringe Benefit Plans:

28.2.1 All contributions due under this Agreement to the Juan De La Cruz Farmworkers Pension Fund shall be remitted monthly. The contributions due said fringe benefit Plan each month shall be computed on the preceding monthly payroll periods for

every worker covered by this Agreement. The monthly contributions due the Plan for the preceding payroll month, together with a monthly summary report, shall be mailed on or before the twentieth (20<sup>th</sup>) day of each month to the Plan's depository bank at the lock box address designated by the Plan administrator. Company acknowledges receipt of the designated lock box address for the Plan and agrees that all reports, contributions, statements, notices, or other communications required or provided for under this Agreement shall be sent to such designated address, unless Company is notified in writing by the administrator of the Plan of a change in such designated address.

28.2.2 The monthly summary reports shall cover the preceding payroll month for which contributions are being remitted and shall include for each worker being reported the name, social security number, total hours worked, total compensation paid and total contributions due to the Plan. Said monthly reports shall also show total number of workers reported, total compensation paid such workers and total hours worked by such workers as well as total contributions being remitted to the Plan. Said reports shall be legible, and where feasible, shall list workers alphabetically or in ascending social security number order.

28.2.3 In the event Company has no workers in its employ during any monthly period, Company shall submit to the Plan, on forms to be provided by the Plan, a statement to that effect. Said statements shall be mailed on or before the twentieth (20<sup>th</sup>) day of the following calendar month.

28.2.4 Where the Union report, specified in Subsection 30.2.1 above, contains all of the information required under this Subsection 30.2.2, a copy of that report, mailed to each of the Plans at the times and places specified herein, shall constitute compliance with the monthly report requirements to the plans.

28.2.5 Company understands and agrees that it shall be deemed delinquent with respect to the Plans for any payroll month in which the required contributions and monthly reports, or the required statement that Company had no covered workers in its employ during such month, is not postmarked on or before the twentieth (20) day of the succeeding calendar month.



28.2.6 In addition to the monthly summary reports specified above, Company shall also submit on or before February 28<sup>th</sup> of each year, to the Juan De La Cruz Farmworkers Pension Fund, a report showing the total hours worked in Connecting Noncovered Service by each covered worker during the preceding calendar year. Said annual report shall show for each worker who had one or more hours of Connecting Noncovered Service during the calendar year such worker's name, social security number and total hours of Connecting Noncovered Services for the year. "Connecting Noncovered Services" under the Juan De La Cruz Farmworkers Pension Plan, but which immediately follows or precedes "Connecting Noncovered Services" with Company without an intervening quit, discharge or retirement, and which occurs while Company is obligated to contribute to the Pension Plan for workers, in "Covered Service".

28.2.7 Company shall not be entitled to any offsets, credits, refunds, deductions or other form of reimbursement in the event of an overpayment to the Plan, except as herein provided. In the Company discovers that it has made an overpayment to any Plan due to a mistake of fact, Company shall promptly notify the Plan of that fact with specifics as to date or dates of the alleged overpayment (s), the mistake of fact responsible for such overpayment (s), and the amount (s) involved. The Company shall submit, together with such notice of the fact that it claims an overpayment was made, such amended monthly report or reports as may be required to correct the Plan's records. Provided Company so notifies Plan of each overpayment due to a mistake of fact within one (1) year of the date overpayment was made, and provided such mistake of fact is demonstrated, Plan will either refund to Company the overpayment involved or authorize Company to take an offset from current contributions due to recover its overpayment (s) as Plan shall specify, or Company shall be entitled to pursue legal remedies for reimbursement, provided however that Plan shall be entitled to deduct from any such authorized refund or offset the data processing and computer costs incurred by Plan in correcting its records to reflect the adjusted data received from Company. Such data processing and computer costs incurred by the Plan as a result of Company's mistake of fact shall be deemed an additional obligation of Company to Plan under this Agreement. Company shall not be entitled to any refund, credit, offset,

deduction or other form of reimbursement for any overpayment which is not discovered and reports to Plan within one (1) year of the date on which it was made.

28.2.8 The foregoing notwithstanding, minor clerical errors made in reporting and/or contributing to the Plan which are discovered and properly reported (as herein above provided) to the Plan within thirty (30) days of the date on which any such error was made shall not be subject to any data processing and /or computer costs and, where such error or errors result in an overpayment to the Plan, such overpayment may be corrected by means of an offset in the amount of such overpayment to be taken on Company's first succeeding monthly report to said Plan.

28.2.9 In the event Company decides to go out of business, merge or consolidate with another entity, sell or transfer its assets to another entity, or otherwise make a decision which will result in its ceasing to contribute to the Plan for the duration of this Agreement, Company shall, in addition to any other requirements set forth in this Agreement, notify the Plan separately and in writing at least sixty (60) days in advance of the last day on which it will be reporting and contributing to the Plan of such business decision.

## ARTICLE 29

### BULLETIN BOARDS

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

## ARTICLE 30

### SUBCONTRACTING

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

may be used:

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

30.1.2 Subcontracting is permissible under this Agreement where the Company does not have the equipment to do the work being subcontracted.

30.1.3 Company will notify the union in advance of any subcontracting of operations not subcontracted previously.

30.2 The Company shall have the right to employ labor contractors to perform thinning, hoeing and harvesting work. Employees of labor contractors shall not be covered by the terms of this Agreement except for Article 14, Health and Safety, and labor contractor employees shall be paid a minimum hourly rate of \$7.20 per hour. Provided however that employees supplied by labor contractors who work as irrigators shall receive the Irrigator rate of pay in this Agreement.

30.3 Except for emergencies and as provided in Section 32.1 above, the Company will not use labor contractors to supply tractor drivers. The Company may use past practice with regard to the use of labor contractors to supply irrigators. Provided however, that the Company will, as of the signing of this Agreement, add as direct hires the employees who are supplied by labor contractors to perform irrigation if they have worked at least three (3) months for the Company as of the date this Agreement is effective. Such new direct hires shall not participate in the current Company sponsored medical plan. However the Company will make contributions to the RFK Plan for such employees for hours worked by such employees beginning on the date set forth in section 27.1 above. Employees hired through Labor Contractors after the effective date for irrigation work shall be added as direct hires once they have worked for eight (8) months for the Company.

## **ARTICLE 31**

### **GROWER-SHIPPER CONTRACTS**

31.1 It is recognized by Company and Union that various types of legal entities are used by growers and shippers in the agricultural industry, including, partnerships, joint ventures, 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.

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

31.3 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 or twelve (12) months, whichever is less, or in the event there are economic or other sanctions by the Union against any party to the partnership at the time of entry thereof.

## ARTICLE 32

### JUAN DE LA CRUZ FARM WORKERS PENSION FUND

32.1 The Company shall contribute to the Juan De La Cruz Farm Workers Pension Fund the amount of five cents (\$.05) per hour for each hour worked by each worker covered by this Agreement.

32.2 In accordance with Article 28, the monies and a summary report shall be remitted to the Juan De La Cruz Farm Workers Pension Fund at the Los Angeles, California lock box address designated by the administrator of the Fund. In the event said administrator changes said designated address during the term of this Agreement, the company shall not be bound by such change until it receives written notice thereof, certified mail, return receipt requested.

**ARTICLE 33**

**LOCATION OF COMPANY OPERATIONS**

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

**ARTICLE 34**

**MODIFICATION**

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

**ARTICLE 35**

**SAVING CLAUSE**

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

**ARTICLE 36**

**SUCCESSOR CLAUSE**

36.1 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 37**

#### **MAINTENANCE OF EQUIPMENT**

37.1 Employees who have equipment assigned to them are responsible for the proper maintenance of said equipment. This includes tractors and machines of any type as well as protective clothing and equipment, tools and other equipment checked out to individual employees.

### **ARTICLE 38**

#### **INJURY ON THE JOB**

38.1 Whenever a worker is injured on the job and is unable to work for ten (10) consecutive workdays as a result of such injury, the Company agrees to compensate loss of time up to three (3) full days' wages or average earnings for days and hours of disability not covered by Workmen's Compensation, provided however a worker who is injured on the job shall be compensated for what he/she would have earned for the balance of the day of the injury. Employees who abuse this Article or submit false information under this Section shall be discharged without further recourse.

### **ARTICLE 39**

#### **DURATION OF AGREEMENT**

39.1 This Agreement shall become effective as of the date of signing and shall be binding on the parties hereto for the period to and including the date of signing three years from the original date of signing. 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.

By: Arturo Modrey

Dated 9/19/05

By: R Tey

Dated 9/19/05

By: Miguel Saldana S

Dated 9-19-05

By: Rafael Alvaro

Dated 9-19-05

By: Artemio Arellano

Dated 9-19-05

By: Federico Gabren

Dated 9-19-05

Angel Beltran E

Huntington Farms:

*Emilio Lopez*

By: [Signature]

Dated 9/19/05

## WAGE ADDENDUM

### WAGES: (Minimum Rates)

	<u>7-18-05</u>	<u>One Year from Date of Signing</u>	<u>Two Years from Date of Signing</u>
Tractor A	\$9.80	\$9.90	\$10.00
Tractor B	\$9.63	\$9.73	\$9.83
Irrigators	\$8.58	\$8.68	\$8.78

The company may pay wages that are higher than the minimum rates above.

Spraying and Planting Bonus: Employees who perform the jobs of spraying and planting for at least three (3) hours in any work day will be paid an additional \$6.50 for that day which will be added to their normal compensation.

The Union and the Company agree that the Company may pay a wage rate that is higher to an employee or employees as long as it pays at least the minimum amount for work performed in the classifications listed above.



## SUPPLEMENTAL AGREEMENT #1

### Re: ARTICLE 5, GRIEVANCE AND ARBITRATION:

Re: Section 5.4

It is understood that the arbitrator shall also have the authority to uphold discipline as well as to revoke it in the application of this Agreement.

### Re: ARTICLE 13, SUPERVISORS:

The Company, because of its limited agricultural operation, has, as a matter of existing historical practice, utilized supervisory personnel to perform bargaining unit work and may continue such practice, provided however that the number of supervisors be limited to:

- a. Irrigator supervisors;
- b. Tractor supervisors;
- c. Shop supervisors;
- d. Seasonal hourly crew supervisor;
- e. Thinning crew foreman when there are twenty (20) people or less, however the Company is limited to one (1) working foreman per crew; or
- f. Any foreman with less than twenty (20) people.

The above supervisors may perform bargaining work.

### RE: Family Members:

Members of the immediate family of Lou Huntington, Jr. and his children and grandchildren may perform bargaining unit work.

### RE: Interns:

The Company may employ student interns to supplement their education and such employees may perform bargaining unit work as long as it does not result in a layoff of seniority employees.

### RE: ARTICLE 19, HOURS OF WORK AND OVERTIME:

#### RE: Section I:

In the past, irrigators were responsible for performing work during the lunch period and were, therefore, paid during the lunch break. It is agreed and understood that the irrigators shall be provided a full one-half ( $\frac{1}{2}$ ) hour lunch period free of regular work.

responsibilities, such period to be without pay in accordance with this Section.

Notwithstanding the provisions of section 17.6, the Company may pay the rate of pay for the work performed even if it results in a lower pay rate than the employee's classification, if it has done so in the past for particular situations such as a small ranch where employees must perform a variety of functions.

United Farm Workers  
of America, AFL-CIO:

By: Arturo S. Lopez

Dated 9/19/05

By: TC y J

Dated 9/19/05

By: Miguel Saldana S

Dated 9-19-05

By: Rafael Difano

Dated 9-19-05

By: Artemio Avellano

Dated 9-19-05

By: Federico Cabrera

Dated 9-19-05

Angel Beltran P  
Huntington Farms: Emiliano Lopez  
By: [Signature]

Dated 9/19/05

**SUPPLEMENTAL AGREEMENT NO.2**

1. This Supplemental Agreement will supersede the provisions of Article 30, Subcontracting to the extent provided herein.

2. Notwithstanding any of the provisions of Article 30, the Company may subcontract any harvesting work and the employees of said subcontractors shall not be covered by the terms of this Agreement.

United Farm Workers  
of America, AFL-CIO:

By: Arturo Rodry

Dated 9/19/05

By: Ty

Dated 9/19/05

By: Miguel Saldana S

Dated 9-19-05

By: Rafael H. Caro

Dated 9-19-05

By: Artemio Aveillano

Dated 9-19-05

By: Federico Cabrera

Dated 9-19-05

<sup>Emilia Jara P</sup>  
Huntington Farms  
By: Paul Belton P.

Dated 9/19/05