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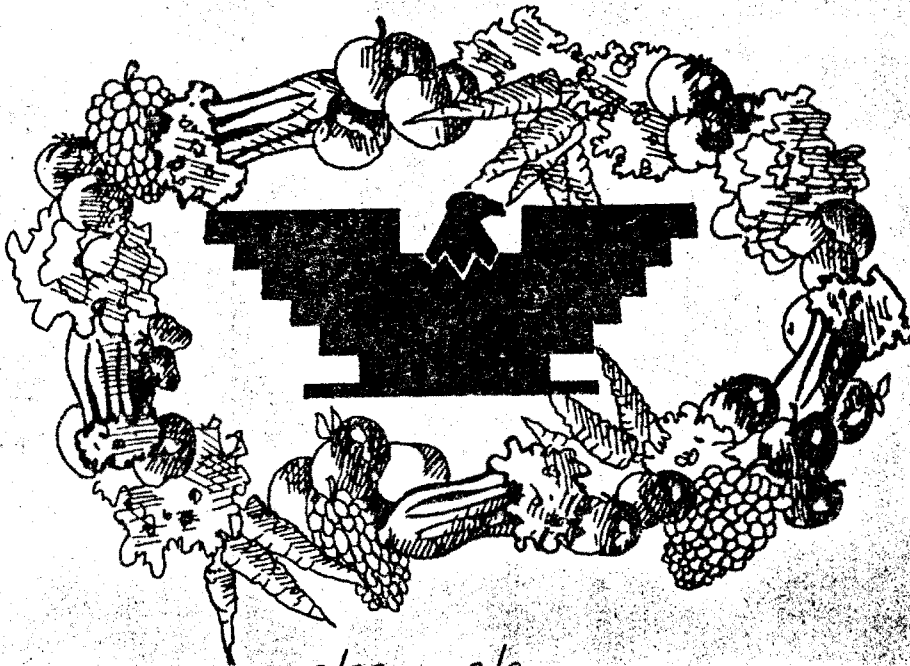
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**CONVENIO COLECTIVO
ENTRE
MAGGIO TOSTADO, INC.
Y
LA UNION
DE CAMPESINOS
DE AMERICA AFL-CIO**

*Maggio Tostado 1977
.xm*



2/77 - 2/80

**COLLECTIVE AGREEMENT
BETWEEN
MAGGIO TOSTADO, INC.
AND
UNITED FARM WORKERS
OF AMERICA
AFL-CIO**

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AGREEMENT

PARTIES

This Agreement and Supplemental Agreements attached hereto are between Maggio Tostado, Inc., hereafter called "The Company" and the United Farm Workers of America, AFL-CIO., hereafter called "The Union". The parties agree as follows:

ARTICLE 1

RECOGNITION

- A. The Company does hereby recognize the Union as the sole Labor organization representing all of the Company's Agricultural employees (hereinafter called "workers"), in the unit set forth in Agricultural Labor Relations Board's certification in case number 75-RC-48-R. 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 guard and supervisory employees who have the authority to hire, transfer, suspend, lay-off, 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.
- B. The Company agrees that no business device including joint ventures, partnerships or any other forms of agricultural business operations shall be used by the Company for the purpose of circumventing the obligations of this Collective Bargaining Agreement.
- C. The Company further recognizes the rights and obligations of the Union to negotiate wages, hours, and conditions of employment and to administer this Agreement on behalf of covered workers.
- D. Neither the Company nor its representatives will take any action to disparage, denigrate or subvert the Union. Neither the Union or its representatives will take any action to disparage, denigrate or subvert the Company.
- E. Neither the Company nor its representatives will interfere with the right of any worker to join and assist the Union. The Company will make known to all workers that they will secure no advantage, nor more favorable consideration nor any form of special privilege because of non-participation in Union activities.
- F. The Company will make known to all workers, supervisors and officers, its policies and commitments as set forth above with respect to recognition of the Union and will encourage workers in the bargaining unit to give utmost consideration to supporting and participating in collective bargaining and contract administration functions.

ARTICLE 2

UNION SECURITY

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

B. Company agrees to furnish to Union in writing, within fifteen (15) days after the execution of this Agreement, a list of its workers giving the names addresses, social security numbers, and type of job classification, as the same have been provided to the Company by its workers.

C. Company agrees to deduct from each worker's pay initiation fees, all periodic dues, and assessments as required by Union, upon presentation by the Union of individual authorization signed by workers, directing Company to make such deductions.

Company shall make such deductions from 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 authorization so long as such authorization is in effect and shall remit monies weekly. The Company shall provide a monthly summary report as soon as possible, but not later than the twentieth (20th) day of the month following the ending date of the previous month's pay period containing the names of workers, social security numbers, payroll periods covered, gross wages, total hours worked per worker, total number of workers and amount of Union dues deducted during such pay periods from each worker. Union will furnish the forms to be used for authorization and will notify the Company in writing of dues, assessments and initiation fees within five (5) days of the execution of this Agreement and five (5) days before the effective date of any change.

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

E. Union shall indemnify and hold Company harmless from and against any and all claims, demands, suits and 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.

F. Grievances related to this Article shall be subject to the expedited grievance and arbitration procedure.

ARTICLE 3

HIRING

A. The Union shall operate and maintain a facility through which the Company shall secure new or additional workers. The Union will notify Company of the address and phone number of such facility and the person in charge of such facility.

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

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

D. In the event, during the operating seasons in any area of Company operations, new or additional workers are needed to perform work covered by this Agreement, the Company shall notify the Union facility designated in Section A of the number of workers needed, the type of work to be performed, the date the workers are needed, and the approximate duration of the work. The Union shall be given forty-eight (48) hours notice prior to the date the workers are to report for work, or as far in advance as possible.

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

F. When the Company requests workers from the Union facility for jobs which require skills or experience (such as, but not limited to, tractor drivers, irrigators), the Union will refer workers who meet the job requirements.

Before the Company makes a determination that a referred worker does not meet the job requirement, the supervisor will fully explain the job duties and requirements and give the worker a reasonable time, at least two (2) payroll periods, to meet the job requirements. Discharge shall be subject to the procedures of Article 8, Discipline and Discharge.

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

H. The number of workers requested by Company shall be reasonably related to the amount of work to be performed.

I. Grievances related to this Article shall be subject to the Expedited Grievance and Arbitration Procedure.

ARTICLE 4

SENIORITY

A. After a worker has worked for the Company at least fourteen (14) work days within the preceding ninety(90) calendar days, he shall acquire seniority on the fourteenth (14th) day of work retroactive to his date of hire. Whenever a commodity or crop season is less than twenty-eight (28) calendar days, a worker shall acquire seniority provided he works one-half ($\frac{1}{2}$) the number of work days in the season. It is understood that the days prior to acquiring seniority do not establish nor shall be a probationary period. There shall be no layoffs for the purpose of circumventing acquisition of seniority.

B. Seniority shall be defined as the total length of continuous service with the Company. A break of service terminates workers' seniority. Layoffs are not considered a break in service.

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

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

D. The filling of vacancies, new jobs, making promotions, demotions, transfers, lay offs, recalls from lay off or reclassification, shall be on the basis of seniority, provided the workers have the qualifications to perform the work under normal supervision with reasonable efficiency. Company agrees to provide on-the-job training for workers in the bargaining unit to fill expected vacancies in such jobs so workers will have the opportunity to learn the necessary skills, trainees to be selected on the basis of seniority with prior notice to the Union before such selection.

E. Whenever there is a lay off in the work force, in any job classification, lay offs shall be by seniority order, with the workers with the lowest seni-

ority laid off first, provided however, that such workers shall be pooled with workers in the classification of General Labor, with lay off then being from that occupation by seniority order, with the workers with the lowest seniority laid off first.

F. Whenever the Company recalls seniority workers, the Company shall recall by seniority order, with the workers with the highest seniority recalled first.

G. Workers reduced or laid off from any classification upon restoration of work force or recall shall return in seniority order to the classification from which they were reduced or laid off.

H. The Company and the Union further agree that there are workers who do not work on a continuous basis, but who work on a continuous-yearly basis during the carrot machine harvesting, corn harvesting, green onions, and radishes, and that such workers shall be kept on separate seniority lists. The Company and the Union agree that such workers should be able to maintain seniority in the above operation he works in, and that those workers who work during one operation and who do not respond to recall for another operation shall not be removed from the seniority list for the particular operation in which he has seniority. Seniority shall be lost according to Section C above as to each of the above operations.

The carrot harvesters, corn harvesters, green onion, and radish seniority list shall be made up of workers who at the time of lay off from any of the above mentioned operations signify in writing to Company with copy to Union that they desire recall only for the operation they were laid off from. A worker who fails to signify in writing a desire to be recalled for the operation he was laid off from is subject to all other seniority provisions in this Article. The Company shall provide the Union each year a copy of the seniority list of the above mentioned operations, within five (5) days after the operation has been completed, and Company may use this list for the recall for the following season.

Workers who work on a continuous basis for the Company as per Section A and B above, shall have priority in any one of the above operations, in the event they desire to work in such operations.

I. The Company shall prepare an up-to-date seniority list which shall be posted on the Company bulletin board as follows:

The Seniority lists shall be posted at the signing of this Agreement and thereafter at the start of each operation, and for those who work on a continuous basis, every three (3) months, or whichever comes first, for a period of two (2) weeks, and the local Union field office shall be given a copy of said seniority list at the signing of this Agreement and thereafter two (2) weeks prior to the start of each operation, or every three (3) months.

If questions arise concerning the accuracy of the lists, the Union and the Company have up to two (2) weeks after the posting is completed to resolve the dispute. If the dispute remains after two (2) weeks, any unresolved matters relating to the seniority lists shall be submitted to expedited arbitration.

J. There shall be no bumping, except as provided for in other Sections of this Article.

K. Whenever a vacancy occurs in a job classification with a higher rate than General Labor, such vacancy shall be posted on the Company's bulletin boards. A copy of such posting shall be provided the Ranch Committee. The posting shall be made at least five (5) days before the vacancy is permanently filled.

Workers with seniority desiring consideration for the higher rated job will so indicate by signing the posting. The senior worker shall be selected for the vacancy and he or she shall be given a fair opportunity to qualify. If such worker cannot perform the job, he or she shall return to his or her former classification and rate and the Company will then select the next senior worker who had signed the posting and he or she shall be given a fair opportunity to qualify.

The Company will fill temporary vacancies, such as during the posting period or those created by a worker's short-term illness, injury or other temporary absence which are not subject to posting, so far as possible with seniority workers.

L. The Company, when anticipating the recall of seniority workers, shall notify the worker and the Union, not less than two (2) weeks prior to the estimated starting date of the work and the approximate duration thereof. The Company shall then notify the Union at least forty-eight (48) hours in advance of the starting date of the work. All such notice of recall shall be a joint recall bearing the title of the Company and the Union. There shall be no recall by labor contractors. It is understood that the provisions of Article 3: Hiring, Section B, apply to the recalled workers.

All notices of recall shall be in writing as per attached form in Appendix B of this Agreement and shall be sent to the address provided by the employee to the Company. All notices shall be mailed First Class with a copy of the list of recalled workers provided to Union.

When recall letters sent to workers are returned to Company with Postal Service notification of non-delivery, the Union shall be notified of worker's name and the address from which letter was returned.

M. The Company shall notify the Union on a seasonal basis of the recalled seniority workers five (5) days after they report to work, and on layoffs of seniority workers within five (5) working days of layoff date, 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.

N. It is understood that Company and Union may agree in writing to make deviations from these seniority provisions regarding application of seniority, one year after the date of signing of this Agreement, if either party so requests.

O. Grievances relating to this Article shall be subject to the Expedited Grievance and Arbitration Procedure.

ARTICLE 5

GRIEVANCE AND ARBITRATION PROCEDURE

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

B. The Company agrees to cooperate to make Union stewards available to workers wishing to submit a grievance and to make the Grievance Committee of the Union available to perform their functions under this Agreement. All grievances may be processed during working hours. In the event the Company requests a grievance meeting during working hours, the stewards and Grievance Committee function shall be performed without any loss of pay, provided this provision does not apply in arbitration proceedings. A griev- ed worker shall have the right to be present at each step of the procedure.

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

D. FIRST STEP: Any grievance arising under this Agreement shall be immediately taken up between the Company supervisor involved and the Union Steward. They shall use their best efforts to resolve the grievance. In the event the grievance is not immediately satisfactorily resolved the grieving party shall reduce the grievance to writing and set forth the nature of the grievance. A grievance regarding a discharge of an employee must be filed in writing within five (5) days of the discharge. All other grievances must be filed in writing within thirty (30) days of the occurrence of the grievance or thirty (30) days of the discovery thereof. Grievances not filed within the above time periods are deemed as waived.

STEP TWO: Any grievance not resolved in the first step shall be discussed in a meeting between the Grievance Committee and the Company representative delegated to resolve such matters not later than ten (10) calendar days of the filing of the grievance. At the request of the Union, the Company shall have the supervisor involved present, provided that the supervisor's attendance shall not be required during working hours if his absence from work would disrupt Company operations. If the grievance is not satisfactorily resolved in such meeting the party receiving the grievance shall immediately give a written response to the other regarding its position including reasons for denial. The failure of the grieving party to appeal to the Second Step within thirty (30) calendar days shall waive the grievance. A Union representative may fully participate in the grievance meeting.

STEP THREE: If the foregoing fails to produce settlement the matter shall be referred to the arbitrator for the area within thirty (30) days. The arbitrator shall consider and decide the grievance referred to him. In cases where more than one grievance is referred to arbitration in an area the arbitrator may hold consecutive hearings to expedite hearings. The arbitrator shall not have the authority or jurisdiction to modify, add to, or detract from, or alter any provision of this Agreement. Within that limitation among other things he shall have authority to award back pay for any loss of earnings from the Company, including the right to revoke any form of discipline including discharge. He shall also have the authority to apply the Agreement and order compliance by all parties within the terms of this Agreement.

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

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

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

SELECTION OF THE ARBITRATOR: The parties agree that it is desirable that a permanent arbitrator be selected for the purpose of settling any disputes submitted to arbitration by either of the parties pursuant to this Collective Bargaining Agreement. The parties also agree that it is desirable that the arbitrator be a resident or maintain offices in the Coachella Valley in order to comply with the various procedures required of an arbitrator under this Collective Bargaining Agreement. The parties therefore agree to make a good faith effort to select and agree upon a permanent arbitrator after the execution of this Agreement. In the event that the parties are unable to agree upon a permanent arbitrator, the parties shall request either the American Arbitration Association or the Federal Mediation and Conciliation Service for a panel of eleven (11) arbitrators. After the receipt of the lists of names of proposed arbitrators, the parties shall meet to select an arbitrator for the area. The parties shall alternately strike names from the list of arbitrators until one name remains and that person shall be the permanent arbitrator for the Coachella Valley. The first party to strike a name shall be selected by a coin toss. It is further agreed that every six (6) months either party may request a new list of arbitrators and a new meeting will be held for the purpose of selecting a new arbitrator. It is the intention of the parties that a permanent arbitrator shall serve for a period of four (4) months unless the parties mutually agree to extend the period for an additional four (4) months.

E. EXPEDITED GRIEVANCE AND ARBITRATION: The parties agree that the primary purpose of the grievance procedure is to resolve grievances as speedily as possible and maintain good relations between the Union, the Company and the workers.

It is recognized that there are times and there are certain issues that may arise, wherein it is to the best interest of all concerned to have a reso-

lution of the matter more quickly than provided in the above procedure.

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

After such a grievance has been reduced to writing, the grieving party may request and there shall be a second step meeting with in two (2) workdays and the responding party will, within two (2) workdays provide its answer in writing, if denied, setting forth the reasons for denial. The grieving party may then request, with notice to the responding party, that the grievance be referred to the arbitration 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 precedent, as to investigation, hearing date, and issuance of decision over any other case.

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

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

ARTICLE 6

NO STRIKE CLAUSE

A. There shall be no strikes, slowdowns, or boycotts by the Union nor shall there be any lockout by the Company.

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

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

ARTICLE 7

RIGHT OF ACCESS TO COMPANY PROPERTY

A. Duly authorized and designated representatives of the Union shall have the 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 intends to go 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 by wearing an identification badge and shall upon request by Company supervisor identify themselves.

ARTICLE 8

DISCIPLINE AND DISCHARGE

A. Company shall have the sole right to discipline and discharge workers for just cause, providing that in the exercise of this right it will not act in violation of the Agreement. No worker shall be disciplined or discharged except for just cause.

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

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

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

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

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

ARTICLE 9

DISCRIMINATION

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

ARTICLE 10

WORKER SECURITY

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

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

C. In the event that the Company enters into a partnership, joint venture or other legal contractual relationship with a grower for the growing or harvesting of a crop, Union agrees not to interfere with or prevent in any manner the growing or harvesting of any of the crops which Company's employees will be harvesting, 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 that the filing of a petition under the Agricultural Labor Relations Act does not constitute interference under this paragraph.

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

D. It is further recognized by the Company that the Union shall be notified within ten (10) days after entering into contractual relationship with a grower for the purpose of growing or harvesting of a crop. Such notification will include name of contract party and dates of contracts, crop, crop operation involved, acreage and location.

E. The provisions of Article 14 (B), Health and Safety apply as is.

ARTICLE 11

LEAVES OF ABSENCE

LEAVES OF ABSENCE FOR UNION BUSINESS

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

B. A temporary leave of absence without pay not to exceed four (4) days for Union business shall be granted under the following conditions:

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

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

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

OTHER LEAVES

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

1. For jury duty or witness duty when subpoenaed.

2. A worker who serves in the U.S. Military and notifies the Company and Union in writing prior to leaving for such service, and reports for work within 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 or she would have had with Company had he or she remained in Company's continued employ, provided, however, any renewal of enlistment beyond the original one will serve to break seniority unless such action violates the Selective Service Act.

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

4. For valid personal reason, not to exceed thirty (3) days.

All leaves in excess of three (3) days shall be in writing on approved leave of absence forms provided by the Company.

Such forms shall be signed by the Company representative, the worker requesting the leave, and by the Union steward or other Union representative to signify receipt of the Union's copy. Leave of absence shall be extended by the Company for a valid personal reason, if a request for such an extension is made by the worker in writing to the Company with a copy to the Union prior to the termination of the original leave, provided, however, that a request for an extension may be submitted simultaneously with the request for a leave of absence for valid personal reasons if the worker has special circumstances which require additional time.

Leaves of absence schedules, under this section, where more workers have applied for a leave of absence at the same time than can be spared by the Company, shall be allocated on the basis of seniority with the worker having the highest seniority having first preference for that leave 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 other workers with higher seniority.

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

ARTICLE 12

MAINTENANCE OF STANDARDS

A. The Company agrees that all conditions of employment relating to wages, hours of work, and general working conditions shall be maintained at no less than the highest standards in effect at the time of signing of this Agreement and such conditions of employment shall be extended to new locations. Conditions of employment shall further be improved in accordance with the specific provisions for improvement made elsewhere in the Agreement.

ARTICLE 13

SUPERVISORS

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

ARTICLE 14

HEALTH AND SAFETY

A. The Company and the Union are interested in the health and safety of employees while working with the Company. It is understood and agreed that it is necessary in the sophisticated farming practices of today that certain agricultural chemicals must be used for the control of pests and the growth of the product. The Company recognizes that the use of certain chemicals may be injurious to farm workers. It is agreed that the use of such chemicals that may be injurious to farm workers must be used in such a manner as not to cause injury to Company's employees. In order to assure the protection of Company's employees from injurious chemicals which may be applied by third parties with whom the Company may be engaged in a joint venture, partnership or other agricultural arrangement, the Company agrees to insert a provision in all such contracts with third parties which provides that the third party 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. Upon request by the Union to the Company, the Company shall use its best efforts to ascertain from third parties with whom Company has entered into joint venture, partnership or other agricultural arrangement the records of such third party which would disclose the following information:

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

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

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

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

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

F. Adequate First Aid supplies shall be provided and kept in clean and sanitary dust-proof containers.

G. When a worker who applies agricultural chemicals is on the Company payroll, one baseline cholinesterase test and other additional tests shall be taken on these 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.

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

I. Union shall cause to be formed a Health and Safety Committee comprised of workers' representatives. Members of the Committee shall have access to records relating to the application and use of economic poisons applied by the Company upon giving reasonable notice to the Company. The Committee shall participate in the formulation of rules and practices relating to the health and safety of workers including but not limited to the following:

e use of garments, materials, tools and equipment as they may effect the Health and Safety of the workers. The rights of management under Article 16: Management Rights, shall not be limited or restricted by this Section.

ARTICLE 15

MECHANIZATION

A. The Company and the Union agree that mechanical harvesting of sweet corn and carrots will be retained by the Company. The Company agrees not to utilize harvesters or introduce any type of machinery or mechanical devices, other than those agreed to at the time of the beginning of this Agreement, which will displace workers unless the introduction of the same has been negotiated and agreed to by the Union.

B. It is agreed between the parties that in the event of emergencies caused

by acts of God or other acts not under the control or due to action of the Company that the Company may utilize harvesters or introduce and/or use any other type of machinery or mechanical device which is necessary to save or preserve a crop in which the Company has a financial interest. The use of said harvesters, machinery and/or mechanical devices shall be used only in the event of such emergencies and the use thereof shall be terminated when the necessity for their use no longer exists. The Company shall advise the Union prior to the use of any harvesters, machinery and/or mechanical devices used under the provision of this Section and the reasons therefore.

ARTICLE 16

MANAGEMENT RIGHTS

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

ARTICLE 17

UNION LABEL

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

A. The Company will make available to the designated Union representatives, at Union's request:

Labels:

1. Trademark registration;
2. Printing Source;
3. Number of Labels used.

B. The Union Label and Union Seal are and shall remain the sole property of the Union. During the term of this Agreement, Company shall be entitled to the use of said label and seal. It is agreed that during the term of this Agreement each shipping package or container harvested and packed by Union members and shipped by Company shall bear the Union Label or Seal. In this regard Company shall not sell, transfer, or assign its right to use said label or seal except upon written permission of Union. The color, size and placement of the Label or Seal on particular packages or containers shall be determined by the Company.

C. Security Clause: In the event of the Company's misuse of the Union Label or Seal on packages or units harvested and packed by non-Union workers, it is

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

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

E. During the course of the negotiations leading to the execution of the collective bargaining agreement between the parties, it is acknowledged that the Company disclosed to the Union that the Company operates a commercial packing shed in which produce grown by various independent growers is packed and shipped. Some of the produce packed and shipped through Company's commercial packing shed is packed and shipped under labels of the Company and some is packed and shipped under labels of the particular grower.

It is acknowledged by both parties to this Agreement that some of the produce packed and shipped by the Company will be harvested by members of the United Farm Workers Union of America, AFL-CIO, and that some of the produce packed and shipped by the Company will be harvested by workers who belong to some other labor organization or to no labor organization.

The Company agrees that the Union Label and Union Seal shall be affixed to all cartons or containers containing produce harvested by members of the United Farm Workers of America and shall not be affixed to cartons or packages containing produce harvested by any other workers.

F. Company agrees to give to Union upon request a record of the daily shipping reports.

ARTICLE 18

NEW OR CHANGED OPERATIONS

In the event a new or changed operation or new or changed classification is installed by the Company, the Company shall set the wage or piece rate in relation to the classification and rates of pay in Appendix "C" and shall notify the Union before such rate is put into effect. Whether or not the Union has agreed to the proposed rate, the Company may put the rate into effect after such notice. In the event such rate cannot be agreed upon mutually between the Union and the Company, the same shall be submitted to grievance procedure including arbitration for determination beginning at the Second Step. Any rate agreed upon or as determined by the arbitrator shall be effective from the installation of such new or changed operation.

ARTICLE 19

HOURS OF WORK, OVERTIME, AND WAGES

A. OVERTIME: The following overtime provisions shall apply to all workers, except to irrigators and foremen.

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

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

B. NIGHT SHIFT PREMIUM: Night shift shall apply for all who work a majority of their shift between the hours of 6:00 P.M. to 6:00 A.M. for which night shift, the worker shall be paid a premium of 25¢ per hour for all hours worked.

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

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

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

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; if such worker qualifies for the higher rated job and retains it after the twenty-eight (28) continuous calendar days he shall then be paid for the higher rated job.

G. Workers shall be entitled to one (1) full day of rest, which insofar as practical, shall be on Sunday.

H. All piece rate workers shall be guaranteed the general labor rate at the end of each day. Each worker shall receive his/her piece rate or the general labor rate whichever is higher.

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

ARTICLE 20

REPORTING AND STANDBY TIME

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

If workers commence work and they are furnished less than four (4) hours of work, hourly paid workers shall be paid at least four (4) hours that day at their hourly rate of pay, and piece rate workers shall be paid 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 or crop, or other causes beyond the control of the Company. Causes beyond the control of Company shall not include mechanical breakdown or shortages of materials.

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 schedules for reporting to work.

ARTICLE 21

REST PERIODS

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 22

VACATIONS

A. Vacation pay shall be granted to eligible workers who qualify for such vacations. Workers shall be eligible in the calendar year following the first anniversary of continuous employment and annually thereafter for vacation pay and 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 calendar year. Vacation pay will be the percentage specified below of the workers' Company earnings in the qualifying calendar year.

Hourly workers	1,000 and up - 2%
Piece-rate workers	700 and up - 2%

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

C. A worker who has maintained his seniority for four (4) or more consecutive years shall receive double the above vacation benefits.

D. A worker may waive his vacation time off.

E. If a worker terminates his employment with the Company for any reason, he shall receive his vacation monies in his last paycheck from the Company.

ARTICLE 23

BEREAVEMENT PAY

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

ARTICLE 24

HOLIDAYS

A. A worker shall receive eight (8) hours of pay at his or her hourly rate of pay or the rate of pay for general labor (whichever is higher) for the following holidays: Thanksgiving Day, Christmas Day, New Years Day. Effective on the anniversary date of this contract, February 1979, Labor Day shall be added as an additional holiday.

B. To be eligible for a paid holiday, a worker must work at least five (5) days during the two (2) payroll weeks immediately preceding the payroll week in which the holiday falls, and must work the scheduled workdays both immediately before and after the holiday.

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

C. Any work performed on the above listed holidays shall be paid for at the rate of one and one-half (1½) times the regular rate of pay and shall be in addition to the workers regular earnings on that day.

D. When a holiday falls on Sunday, the following Monday shall be observed as a holiday.

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

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 shall remit such sum to the Citizenship Participation Committee of the United Farm Workers of America, AFL-CIO for allocation as designated by

the worker.

Such remittance shall be forwarded to the Citizenship Participation Day Committee of the United Farm Workers of America, AFL-CIO, La Paz, Keene, CA, 93531, by the twenty-fifth (25th) of the month following the Sunday in this Agreement.

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

ARTICLE 25

JURY DUTY AND WITNESS PAY

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

ARTICLE 26

INJURY ON THE JOB

Whenever a worker is injured on the job to the extent medical attention is received, the employer shall agree to pay full day's wages or average earnings for the balance of the day of the injury only.

ARTICLE 27

RECORDS AND PAY PERIODS

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

vided that if the records have been turned into the Company the steward shall have the right to examine said records on the next work day.

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

ARTICLE 28

INCOME TAX WITHHOLDING

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

ARTICLE 29

CREDIT UNION WITHHOLDING

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

ARTICLE 30

ROBERT F. KENNEDY FARM WORKERS MEDICAL PLAN

The Company shall, commencing February 14, 1977, contribute to the Robert F. Kennedy Farm Workers Medical Plan 16½¢ per hour for each hour worked for all workers covered by this Agreement. Contributions due shall be computed on the basis of 16½¢ for every hour worked during the preceding monthly payroll period by every worker covered by the Agreement. Contributions due shall be deposited with such bank as designated by the administrator of the Plan. Said deposits shall be made or mailed no later than the 20th day of the month following the ending date of the previous month's payroll period. A summary report in accordance with Article 33: Reporting on Payroll Deductions and Fringe Benefits, shall be remitted to Robert F. Kennedy Farm Workers Medical Plan, P.O. Box 92169, Los Angeles, California, 90009, or such other address as designated by the administrator of the Fund.

ARTICLE 31

JUAN DE LA CRUZ FARM WORKERS PENSION FUND

The Company shall contribute to the Juan De La Cruz Farm Workers Pension Fund, ten cents (10¢) per hour for each hour worked by all workers covered by this Agreement commencing February 14, 1977, for all hours worked by such workers after February 1, 1978, the amount of such contributions shall be fifteen cents (15¢) per hour.

Contributions to be made by Company pursuant to this Article 31, shall be deposited into and remain in an interest bearing trust account until such time as a formal pension plan has been developed for farm workers by Union and the Internal Revenue Service has issued an advance determination that such plan meets the requirements of Part I, Subchapter D, of Chapter 1 of the Internal Revenue Code of 1954. Upon receipt of a copy of such advance determination, Company shall promptly take all actions required to be performed by it in order to cause such impounded contributions to be transmitted to the plan trustees.

In accordance with Article 33: Reporting on Payroll Deductions and Fringe Benefits, the monies and a summary report shall be remitted to the Juan De La Cruz Farm Workers Pension Fund, P.O. Box 39122, San Francisco, California, 94139, or such other address as designated by the Administrator of the Fund.

ARTICLE 32

MARTIN LUTHER KING FUND

The Company shall during the term of this Agreement, contribute to the Martin Luther King Fund five cents (5¢) per hour for each hour worked by all workers covered by this Agreement, commencing February 14, 1977. Expenditures or investments of contributions shall be solely restricted to those charitable and educational purposes for which Federal tax exempt status has been granted to the Fund. The contributions shall not be expended to the detriment of the Company. The Martin Luther King Fund shall obtain and maintain federal tax exemption and all contributions by the Company shall be deductible under the Internal Revenue Code.

In accordance with Article 33: Reporting on Payroll Deductions and Fringe Benefits, the monies and a summary report shall be remitted to the Martin Luther King Fund, P.O. Box 80762, Los Angeles, California, 90080, or such other address as designated by the administrator of the fund.

ARTICLE 33

REPORTING ON PAYROLL DEDUCTIONS AND FRINGE BENEFITS

All contributions due hereunder on fringe benefit plans shall be computed on the preceding weekly payroll period for every worker covered by the Collec-

tive Bargaining Agreement. In conjunction therewith, a weekly summary report will be submitted on or before the fifth (5th) day following the payday for said payroll period for which contributions for fringe benefits are due. The weekly summary report shall include the employees' names, social security numbers, total hours worked by workers, total number of workers and amount of contributions.

ARTICLE 34

CAMP HOUSING

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

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

C. If any housing is condemned by any government authority, the Company shall not be required to furnish substitute housing. Nothing in this Article shall be construed as requiring the Company to supply or continue to supply housing for workers.

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

E. It is agreed between the parties that the Company does not now maintain any camp housing and this Agreement shall not impose any responsibility upon the Company to provide any such housing in the future.

ARTICLE 35

BULLETIN BOARDS

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

ARTICLE 36

FAMILY HOUSING

The Company and the United Farm Workers of America, AFL-CIO recognize that

one of the most serious needs of farm workers, particularly migrant farm families who help produce food for the nation, is adequate family housing. It is mutually agreed by Company and the Union that they will cooperate to encourage direct governmental action at the federal, state and county levels to plan, finance and construct public housing in important agricultural locations.

ARTICLE 37

SUBCONTRACTING

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

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

- A. Subcontracting is permissible under this Agreement where workers in the bargaining unit covered by this Agreement do not have the skills to operate and maintain the equipment or perform the work of a specialized nature.
- B. Subcontracting is permissible under this Agreement where the Company does not have the equipment to do the work being subcontracted. When a Company does subcontract pursuant to the terms of this provision, any workers of the subcontractor who actually operate or maintain the equipment shall not be covered by the terms of this Agreement. However, any workers of the subcontractor, other than those who actually operate or maintain the equipment, who work on the subcontracted job shall be covered by the terms of this Agreement.
- C. Company will notify the Union in advance of any subcontracting.
- D. Grievances related to this Article shall be subject to the expedited grievance and arbitration procedure.

ARTICLE 38

LOCATION OF COMPANY OPERATIONS

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

ARTICLE 39

MODIFICATION

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

ARTICLE 40

SAVINGS CLAUSE

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 41

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 42

DURATION OF AGREEMENT

This Agreement shall be in full force and effect from February 14, 1977 to and including February 14, 1980. 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 14th day of February, 1977

United Farm Workers of America, AFL-CIO

Maggio Tostado, Inc.

JOB DESCRIPTIONS

General Labor: Includes thinning, hoeing, loaders, when hourly rate is paid as past practice; harvest of cucumbers, broccoli, squash, cabbage, endive, and escarole.

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

Haulers: Operates small trucks to carry produce from the field to the shed.

Carrot Harvesting Operators: Includes operating the carrot digger, moving trailer as directed by Company and operating the tractor to pull the digger: three (3) man crew, rotating jobs.

Corn Harvesting: Operating the corn harvester and tractor driving for the operator.

Loaders: Places closed cartons on appropriate vehicle. Windrowing is subject to agreement between Company and Union.

Green Onions: Onion pulling, cleaning and double banding per dozen: eight (8) doz/box.

Green beans: Pick by hand and place in basket and carry to scale.

Radishes: Pull from ground, bundle, tie and put into basket (48 bunches/basket)

Bunched Carrots: Follow tractor selecting carrots and pulling them from dirt, clean, bunch and tie.

Spinach: Cut, tie, and put into box of two (2) dozen, stitch and close box.

Sweet Anise: Cut, clean and pack, (2 dozen/box) stitch and close box.

Lettuce: (Leaf, butter, romaine) Cut, trim and pack, (2 dozen/box) stitch and close box.

Cabbage: Cut and put into trailer.

Trailer Puller: Moves trailer with equipment as directed by Company.

Cucumbers: Cut and put on pulley.

Endive: Cut, pack into box.

APPENDIX "A"

REQUEST FOR RECALL

The following seniority employees of Maggio Tostado, Inc. request that they be sent a notice of recall by the Company for the next season in _____
(green onions).

Any notice of recall to work will be sent by the Company to the address place on this form. Be sure your address is correct.

NAME	SOCIAL SECURITY NUMBER	ADDRESS
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APPENDIX "B"

NOTICE OF RECALL

MAGGIO TOSTADO, INC.

TO: _____

DATE: _____
Worker's Social Security No. _____

Seniority Date _____

NOTICE OF RECALL

In accordance with the provisions of Article 4, Seniority, of the Agreement between Maggio Tostado, 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 approximately _____ working days.

The exact starting date is subject to change and will be supplied to the Union hiring hall at least forty-eight hours prior to the actual commencement of work. You may obtain the exact starting date by contacting the Union hiring hall.

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

Failure to respond to this Recall will result in your loss of seniority under Article 4, Seniority, Section C (3).

Maggio Tostado, Inc.

BY: _____

APPENDIX "C"

WAGES

JOB CLASSIFICATION	YEAR 1	YEAR 2	YEAR 3
General Labor	3.14	3.30	3.47
Irrigators	3.275	3.44	3.61
Trailer Pullers	3.315	3.48	3.65
Haulers	3.61	3.79	3.98
Tractor Drivers	3.95	4.15	4.36
Carrot Machine Operators (crew of three)	3.95	4.15	4.36
Corn machine Operators	3.95	4.15	4.36
Band Machine Operators	4.20	4.41	4.63
Mechanic "A"	3.90	4.095	4.30
Mechanic "B"	.26 doz.	.27/doz.	.28/doz.
Green Onions (2.08 box of 8 doz.)	(2.16 box of 8 doz.)	(2.24 box of 8 doz.)	
Green Beans	.10/lb	.10 5/lb.	.11/lb.
Radishes	.54/basket (4 doz.)	.55/basket (4 doz.)	.56/basket (4 doz.)
Bunched carrots	.255/doz.	.265/doz.	.27 5/doz.
Spinach	.465/box (2 doz.)	.475/box (2 doz.)	.485/box (2 doz.)
Sweet Anise	.465/box (2 doz.)	.475/box (2 doz.)	.485/box (2 doz.)
Lettuce (leaf, butter, romaine)	.465/box (2 doz.)	.475/box (2 doz.)	.485/box (2 doz.)

SIDE LETTER OF UNDERSTANDING

BETWEEN

MAGGIO TOSTADO, INC.

AND

UNITED FARM WORKERS OF AMERICA, AFL-CIO

RE: RECOGNITION: During the course of the negotiations, the parties to this Agreement have discussed the participation of the Company in certain joint ventures with third parties in the area of the Company's harvesting operations. The Company has advised the Union that one of the third parties with whom the Company has historically participated in joint ventures is obligated to negotiate a collective bargaining agreement with another union since the other union was certified as the collective bargaining representative for that third party's employees in ALRB No. 75-RC-60-R.

The Company has also advised the Union that one of the third parties with whom the Company has historically participated in joint ventures has had an

election among its employees conducted by the ALRB, but that no certification has been issued on said election.

The Company has further disclosed to the Union that Company operates a commercial packing plant under the jurisdiction of the National Labor Relations Act.

In entering this Collective Bargaining Agreement, the Company agrees that all agricultural employees of the Company will be covered and included under the terms of this Agreement at all times that said employees are in the employ of the Company and performing employment covered by the Agricultural Labor Relations Act of the State of California. Inclusion of Company's agricultural employees under this Collective Bargaining Agreement shall apply whether said employees are performing work in a joint venture, a sole proprietorship, a partnership or any other form of agricultural business operation so long as said employees are employed by the Company.

RE: UNION LABEL: In the event Company sells any of its produce through a marketing agent or association or company, Union and Company agree that Union shall have the right to boycott activity against any agricultural employer with whom it may have a dispute if said employer also ships or markets its produce through the same marketing agent or association or company as Company.

Union agrees that in any boycott activity instituted against any employer with whom it may have a dispute it will make known and publicize the fact that the dispute does not extend to the Company. Any boycott literature or activity will name the agricultural employer with whom Union has a dispute. Union shall upon the request of the Company execute a copy of the attached notice notifying wholesale purchasers of produce that Union has no dispute with the Company and that the boycott does not extend to Company's produce.

In order to expedite notification to wholesale purchasers that the produce of the Company is not subject to the boycott, Union agrees to execute at its Coachella Valley Field Office copies of the letter attached hereto for distribution by the Company to designated purchasers of produce. A copy of said letter shall be left at the Coachella Valley Field Office of Union at the time Company requests the signature of Union to said letter.

Company further agrees that all produce harvested by Company's employees shall be packed and shipped in boxes upon which is affixed "Harvested by Maggio Tostado, Inc."

It is understood and agreed between the Company and the Union that there are cartons, containers and packages presently in the possession of Company and/or on order at the time of the execution of this Collective Bargaining Agreement. It is agreed that said cartons, containers and packages may be used by the Company without imprinting or adding the Union label and without indicating thereon that the produce contained therein has been harvested by Maggio Tostado, Inc.

Nothing in this Agreement shall prevent Union from instituting boycott activities against any Company for whom Maggio Tostado, Inc. ships, packs or markets.

Company and Union agree that upon fifteen (15) days after the execution of this Agreement Company will provide Union with a list of the number of boxes on hand and those already on order.

TO (Wholesale Purchaser)

You are hereby notified that Maggio Tostado, Inc. and the United Farm Workers of America, AFL-CIO have entered into a Collective Bargaining Agreement relating to the agricultural employees of Maggio Tostado, Inc. You are further notified that both Maggio Tostado, Inc. and the United Farm Workers of America, AFL-CIO are in compliance with the terms of said Collective Bargaining Agreement and that no boycott activity is in effect against Maggio Tostado, Inc.

You are further notified that the United Farm Workers of America, AFL-CIO endorses the product of Maggio Tostado, Inc. as being produced, harvested by Union labor under a collective bargaining agreement entered into with the United Farm Workers of America, AFL-CIO.

DATED: April 5, 1977

United Farm Workers of America, AFL-CIO

by: Cesar E. Chavez
United Farm Workers of America, AFL-CIO
Coachella Valley Field Office
1639 Sixth Street
Coachella, California 92236
(714) 398-3181

RE: VACATIONS: For purposes of the Collective Bargaining Agreement entered into by the parties, it is agreed that in the event an employee of the Company works both as an hourly worker and as a piece rate worker during a calendar year, and during that calendar year fails to work a total of 1,000 hours as an hourly worker or 700 hours as a piece rate worker, and therefore fails to satisfy the requisites of Article 22: Vacations, Section "A" of the Collective Bargaining Agreement, that the piece rate hours, which have been worked by such an employee, shall be computed and added to the hourly total worked by the employee as an hourly worker. If the total of the hours worked as an hourly worker and the hours worked as a piece rate worker total 1,000, then said employee shall be entitled to the vacation pay set forth in Article 22 of the Collective Bargaining Agreement.

RE: UFW, AFL-CIO FUNDS: The Company recognizes its obligations under the Collective Bargaining Agreement to make contributions to the following funds:

1. Robert F. Kennedy Medical Fund
2. Martin Luther King Fund
3. Juan De La Cruz Pension Fund

according to Articles 30, 31, and 32 of the Collective Bargaining Agreement.

Company further agrees to pay an increase to these funds which shall be equal to the rate agreed upon by the majority of other companies engaged in the production of similar commodities as the Company which hold contracts with the United Farm Workers Union in the event such rates are increased.

Company's obligation to meet any increase in such contributions shall not commence prior to December 1, 1978, but on the date the majority of other companies

engaged in the production of similar commodities increase such payments.

RE: UNION STEWARDS: It is agreed between Company and Union that there shall be one (1) Union steward appointed for each crew provided that said crew does not exceed fifty (50) employees in number. An additional steward may be appointed for each additional fifty (50) workers employed in one (1) crew. A substitute steward will be named by the Union for each steward, but said substitute steward shall act only in the absence or inability of the primary steward to perform his/her duties as a Union steward.

The names of stewards shall be provided to the Company prior to their assuming their duties and as soon as possible after the execution of this Collective Bargaining Agreement and any removal or substitution of stewards shall be provided by Union to Company within one (1) day after the same occurs.

RE: UNION COMMITTEES: Union shall provide Company with the names of the members of the Ranch Committee, the Grievance Committee and the Health and Safety Committee, as soon as they are elected or appointed. Membership on the Grievance Committee and on the Health and Safety Committee shall not exceed five (5) members each. Company shall be notified of any changes of membership of all committees.

RE: RIGHT OF ACCESS TO COMPANY PROPERTY: There shall be no more than three (3) Union representatives on Company property at any one time at any one location, unless agreed to in advance by Union and Company under the provisions of Article 7 of this Collective Bargaining Agreement.

RE: HEALTH AND SAFETY: Workers shall be responsible for equipment which is checked out to them and is broken because of improper use by the employee for the purpose the equipment is intended, or for negligent use of the equipment which results in its breakage. Workers shall be charged for equipment that is broken when due to improper or negligent use by the worker as herein provided.

RE: EMPLOYEE INFORMATION: Company and Union agree that workers shall fill out employment cards provided by the Company at the Company's request which will furnish the following information to the Company and the Union will make known to its members that said information must be furnished as a condition of employment, as provided under state law:

1. Full and complete name;
2. Social Security Number;
3. Permanent Residence;
4. Local Residence Address;
5. Local telephone number where employee may be reached.

RE: SUBCONTRACTING: It is agreed between Company and Union that Company has advised Union that field to shed hauling of produce is presently being contracted by the Company and it is agreed that this practice of subcontracting from field to shed shall be permitted under the terms of this Collective Bargaining Agreement. It is further agreed that Company and Union have negotiated rates for haulers with the intent of making these jobs available to bargaining unit workers in the future.

RE: MECHANIZATION: It is understood and agreed that the restriction on mech-

anism contained in Article 15 (A) of the Collective Bargaining Agreement shall not prohibit the Company from developing and improving the mechanical harvesting machines presently used in the mechanical harvesting of sweet corn and carrots, and that said provision is not intended to prevent the development of, modification of, or improvement of existing machines presently used by Company in said harvesting and the utilization of new machines in the harvest of said crops.

It is further agreed that the Company uses a belt-type conveyer to assist in the harvest of certain crops, such as broccoli and cucumbers, and this mechanical aid and any refinement or improvement thereon shall be used by Company during the term of this Collective Bargaining Agreement at Company's option, in so far as such refinement or improvement does not displace workers.

In the event that the chief Coachella Valley competitors of the Company change to mechanical harvesting of the same commodities as Company produces and this places Company in a non-competitive situation, the provisions of Article 15 shall not apply; provided, however, that Company shall notify Union sixty (60) days before the anticipated use of such harvesters. Company shall, upon request, provide Union with all financial data necessary to ascertain Company's non-competitive claim. The Company further agrees that all jobs on the mechanical harvesters shall be subject to the bidding provisions of Article 4: Seniority. All workers displaced by this action shall be placed on a preferential hiring list which the Company and the Union will use in conjunction with Article 3: Hiring.

RE: NEGOTIATIONS: It is agreed between the Company and the Union that prior to the expiration date of this Collective Bargaining Agreement the parties shall commence negotiations on a new Collective Bargaining Agreement and/or an extension of the present Collective Bargaining Agreement no later than sixty (60) days prior to the expiration date thereof. The parties agree that said negotiations shall be conducted in good faith with the intent of arriving at a Collective Bargaining Agreement prior to the expiration date of this Collective Bargaining Agreement.

RE: TAKE OVER OF INDEPENDENT COMPANY: In the event the Company should acquire the stock, and/or assets, and/or business of an existing company which may employ agricultural employees within the meaning of the Agricultural Labor Relations Act, that said employees shall upon such acquisition by Company be covered by the terms of this Collective Bargaining Agreement. The employees of such company shall continue, at the option of Company, in their employment and the provisions of this Collective Bargaining Agreement relating to seniority shall not displace the employees of such acquired company. The employees of the acquired company shall acquire a seniority date as of the date of acquisition by the Company. All other provisions of Article 4: Seniority, shall thereafter apply.

RE: SENIORITY: It is agreed between the Company and the Union that it is impractical or impossible to establish a seniority list to be used for the balance of the 1976-1977 harvest season. The Company shall furnish to the Union a seniority list as provided in the Collective Bargaining Agreement upon the conclusion of the 1976-1977 harvest season and the parties shall then meet to determine the specific seniority dates of each employee. Both Company and Union shall have an opportunity to add names to or delete names from said seniority list by mutual agreement, provided that no names of workers shall be added to said list who have not worked for the Company during a

the applicable season of their seniority within the last two (2) years. Company and Union shall make their best efforts to resolve the date of hire of each employee based upon Company records, payroll records in the custody of the Union, or its members, and upon a meeting of the Company representatives and Union representatives. Disagreements may be referred to the grievance procedure.

LOCAL ISSUES: Workers shall continue to receive their paychecks on a weekly basis, but in no event shall receive a paycheck later than Friday.

Upon request, in advance, Company shall provide both chilled and unchilled water.

Company agrees to continue paying room for carrot harvest machine crews while working in El Centro.

Carrot and corn machine crews will continue to receive straight-time pay during the meal-time break.

United Farm Workers of America, AFL-CIO

Maggio Tostado, Inc.

Distributed by *El Taller Grafico*,
United Farm Workers of America, AFL-CIO,
La Paz, Keene, Ca. 93531



SUPPLEMENTAL AGREEMENT

BETWEEN

MAGGIO TOSTADO, INC.

AND

UNITED FARM WORKERS OF AMERICA, AFL-CIO

Maggio Tostado, Inc., hereinafter called "Company", and the United Farm Workers of America, AFL-CIO, hereinafter called "Union", agree to the following procedures for the 1978 Imperial Valley asparagus harvest. Any inconsistencies between this document and the presently existing contract shall be resolved in favor of this Supplemental Agreement.

I. HIRING

A. HIRING HALL PROCEDURE

(1) The following authorized persons shall place a work order with the Union hiring hall before 10:00 a.m. on the day before the workers are needed: Juan Chavez or his representative Ramona Esquier; and Don Currier or his representatives Hector Torres and Enadina Tayan.

(2) The order shall specify:

- (a) the number of additional workers needed;
- (b) the date needed;
- (c) the time to report; and
- (d) the place.

The reporting time shall be approximately one (1) hour before the scheduled work starting time. The established meeting site for Juan Chavez crews is in the area of Fosters Freeze on Imperial Avenue in Calexico, and for El Don crews is the corner of 2nd Street and Imperial Avenue in Calexico. The dispatch shall specify only the name of the contractor. A worker shall be assigned a crew at the time of reporting.

(3) In accordance with established Union procedures, the hiring hall will use its best efforts to furnish the requested number of workers.

(4) At or after 4:00 p.m. on the day a work order was placed with the hiring hall, the foreman who placed the order may call the hiring hall dispatcher to be informed of the number of workers dispatched.

B. DISPATCHES

(1) A dispatch is valid for the date issued only. If a worker fails to report on the date designated on the dispatch, the dispatch is void and cannot be used at a later date to claim work. A worker who presents an outdated dispatch shall be given the same opportunity for work as any other worker in the event direct hiring is allowed on the day he or she reports in accordance with C (1), (2) and (3) below.

(2) A worker who has been dispatched by the Union hiring hall who reports on the day designated, does not require another dispatch to continue work when called, even if he or she is laid off temporarily during the season, provided that he or she maintains seniority in accordance with the provisions of this Agreement and Supplemental Agreement.

C. DIRECT HIRE

The foremen shall be allowed to hire directly as described below in Sections (1), (2) and (3). Such hiring shall take place in the presence of the Union Steward or other Union representative. The foreman shall make a list of those workers seeking work on a first come first served basis. Within the limitations on the right to hire directly as set forth below, the foreman shall hire available workers, in order, from this list.

(1) If informed by the dispatcher that the total number of workers requested has not been dispatched, the foreman shall be free to hire directly the balance of the workers requested and not dispatched.

(2) The specified reporting time for dispatched workers shall be approximately one (1) hour before the scheduled work starting time. Foremen may hire directly the total number of workers who were dispatched by the hiring hall in compliance with a work order properly placed who

have not reported by the time designated. Foremen shall make every effort to accommodate in the crews a dispatched worker who arrives after the specified reporting time.

(3) The foreman shall be allowed to hire directly enough workers to fill the crew adequately if crew members have not reported by bus departure time, and if it is necessary to complete the scheduled day's work. Workers hired under this condition shall be placed on the crew list by date of hire.

Foremen may hire directly only when a work order or crew is incomplete as described in Section C (1), (2) and (3) above; and may not hire directly in any other case without previous agreement with the Union.

(4) The foreman shall provide a dues authorization form to any worker hired directly as described above, and advise the worker that Union membership is a condition of employment in accordance with the provisions of Article 2, Union Security of the Agreement.

(5) By 10:00 a.m. on the reporting day for dispatched workers, the foremen shall inform the Union hiring hall of the total number of workers dispatched who reported to work and the total number of workers hired directly by the foremen in accordance with C (1), (2) and (3) above.

D. CREW LISTS

(1) Each foreman shall maintain a crew list that includes the name, social security number and date of hire

of each worker in the crew. Workers shall be added to, and removed from, the list in accord with the above procedures. To comply with the provisions of Article 3, Hiring, Section E of the Agreement, a copy of such list shall be provided to the Union Steward or other Union Representative on a daily basis for the previous workday. The foremen shall also provide the Union Steward or other Union Representative, on a daily basis, with a copy of the dues authorization form signed by each worker hired directly by the foreman.

(2) In the event that too many workers report on any given day whose names are on the crew list, the crew shall be filled by the workers who have the highest seniority dates on the list. If several workers have the same seniority date, the lowest last four digits of the worker's social security number shall establish seniority order. The Company shall attempt to place extra employees who have reported to work into other crews that are incomplete, before directly hiring any additional workers under the provisions of Sections C (1), (2) and (3) above.

II. SENIORITY

A. BREAK IN SENIORITY

Any worker who fails to report to work for three (3) consecutive days without a satisfactory reason shall be considered to have voluntarily quit.

B. LAY-OFFS AND RECALLS

(1) When no work is available for the following day at Maggio Tostado's fields, crew members shall be informed before leaving work, and may be given the option to work at another location if work is available. Foremen shall specifically inform crew members that hours of work in this case are not covered by the Maggio Tostado Contract. Failure to report for work at locations not covered by this Contract shall not affect a worker's seniority standing.

(2) Temporary lay-offs during the operating season shall be by crew. If the exact re-employment date is unknown at the time of lay-off, the foreman shall inform the crew members to check with the Union hiring hall for notice of starting date, and shall inform the hiring hall dispatcher by 10:00 a.m. on the day before work is scheduled to begin again.

(3) As work declines at the end of the season, lay-offs shall be by crew, with the last crew hired the first to be laid off.

(4) Recall of seniority workers for the subsequent season shall be done pursuant to Article 4, Section L, except as follows:

(a) The Company shall notify the Union approximately two weeks prior to the estimated starting date of work and the approximate duration thereof.

(b) The Company shall notify the Union approximately forty-eight (48) hours in advance of the first day of work.

(c) All notices of recall to seniority workers shall be by post card and sent to the address provided by the employee pursuant to Appendix B of the Agreement.

(5) Recall at the beginning of the season shall be by date of hire seniority.

III. HOURS OF WORK AND OVERTIME

A. The provisions of Article 19 Section A of the Master Agreement entitled Hours of Work and Overtime shall not be applicable to this Supplemental Agreement.

B. The day of rest provided for in Article 19, Hours of Work and Overtime, shall be optional to the employee.

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

D. Asparagus piece rate workers shall receive either the general labor rate or the piece rate in Section V of the Supplemental Agreement, whichever is higher.

IV. DISCIPLINE AND DISCHARGE

The Union recognizes the problem that has existed regarding a full box of asparagus. The Union recognizes the

Company's right to discipline or discharge a worker in accordance with the provisions of the Agreement which shall include the right to discipline and discharge for repeated failures to meet the full box standard. It is not the Company's intention to discipline or discharge an employee for bonafide errors in judgment in meeting the full box standard.

V. 1978 ASPARAGUS RATES

- A. HOURLY \$3.55
- B. PIECE RATE \$2.00 PER FULL FIELD
BOX OF ASPARAGUS (25 lbs.
of asparagus)

VI. JOB DESCRIPTIONS AND DEFINITION OF TERMS

A. FIELD BOX: A wooden box weighing approximately 9-10 pounds containing 25 pounds of asparagus.

B. ASPARAGUS: As the Company requires, all asparagus harvested shall satisfy the requirements for tolerances and defects for asparagus as contained in the synopsis of Food and Agricultural Code, Standardization Provisions, Administrative Code and Standardization Procedures issued by the State of California Department of Food and Agriculture, Section 1406.

C. CUTTER: A harvest employee who cuts asparagus and weeds brush (asparagus not suitable for harvest) as defined in B above.

D. BURRERO: Asparagus harvest employee who loads field boxes with 25 pounds of asparagus and transports the full field boxes to a location designated by the Company for loading onto trucks.

e. BRIDGES: Bridges shall be defined to be railroad ties approximately 16 inches in width which are used on cement ditches. The Company will attempt to keep the area between the cement ditches and the field ditches dry when possible. Should that area become muddy, the Company will cover those muddy areas with pallets or by other means so Burreros who transport full field boxes to the loading area will not have to transport them through the mud.

F. SCALES: Scales used in weighing the full field boxes to determine if there is 25 pounds of asparagus shall be certified prior to use.

Executed this 28th day of March, 1978.

UNITED FARM WORKERS
OF AMERICA, AFL-CIO

MAGGIO-TOSTADO, INC.

By _____



By _____

