



The World's Largest Open Access Agricultural & Applied Economics Digital Library

This document is discoverable and free to researchers across the globe due to the work of AgEcon Search.

Help ensure our sustainability.

Give to AgEcon Search

AgEcon Search

<http://ageconsearch.umn.edu>

aesearch@umn.edu

*Papers downloaded from **AgEcon Search** may be used for non-commercial purposes and personal study only. No other use, including posting to another Internet site, is permitted without permission from the copyright owner (not AgEcon Search), or as allowed under the provisions of Fair Use, U.S. Copyright Act, Title 17 U.S.C.*

No endorsement of AgEcon Search or its fundraising activities by the author(s) of the following work or their employer(s) is intended or implied.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MANN PACKING COMPANY

AND

UNITED FARM WORKERS OF AMERICA, AFL-CIO

From September 1, 1984 to and including August 31, 1987

INDEX

| | <u>Page</u> |
|---|-------------|
| Bereavement Pay.....Article 23..... | 39 |
| Bulletin Boards.....Article 35..... | 58 |
| Camp Housing.....Article 34..... | 58 |
| Cost of Living Allowance.....Article 44..... | 63 |
| Credit Union Withholding.....Article 29..... | 43 |
| Juan De La Cruz Farmworkers Pension Plan.....Article 31..... | 53 |
| Delinquencies.....Article 43..... | 62 |
| Discipline and Discharge.....Article 8..... | 17 |
| Discrimination.....Article 9..... | 18 |
| Duration of Agreement.....Article 47..... | 66 |
| Family Housing.....Article 36..... | 59 |
| Grievance and Arbitration Procedure.....Article 5..... | 11 |
| Grower-Shipper Contracts.....Article 38..... | 60 |
| Health and Safety.....Article 14..... | 23 |
| Hiring.....Article 3..... | 5 |
| Holidays.....Article 24..... | 39 |
| Hours of Work and Overtime.....Article 19..... | 32 |
| Income Tax Withholding.....Article 28..... | 43 |
| Injury on the Job.....Article 46..... | 66 |
| Jury Duty and Witness Pay.....Article 25..... | 41 |
| Robert F. Kennedy Farmworker Medical Plan.....Article 30..... | 44 |
| Martin Luther King Jr. Farmworkers Fund.....Article 32..... | 54 |
| Leaves of Absence.....Article 11..... | 19 |
| Location of Company Operations.....Article 39..... | 61 |
| Maintenance of Standards.....Article 12..... | 22 |
| Management Rights.....Article 16..... | 29 |
| Mechanization.....Article 15..... | 28 |
| Modification.....Article 40..... | 61 |
| New or Changed Operations.....Article 18..... | 31 |
| No Strike Clause.....Article 6..... | 16 |
| Parties..... | 1 |
| Recognition.....Article 1..... | 1 |
| Records and Pay Periods.....Article 27..... | 43 |
| Reporting and Standby Time.....Article 20..... | 35 |
| Rest Periods.....Article 21..... | 37 |
| Right of Access to Company Property.....Article 7..... | 17 |
| Savings Clause.....Article 41..... | 61 |
| Seniority.....Article 4..... | 7 |
| Subcontracting.....Article 37..... | 59 |
| Submission of Monies and Reports to the Union and Fringe Benefit Plans.....Article 33..... | 56 |
| Successor Clause.....Article 42..... | 62 |
| Supervisors.....Article 13..... | 23 |
| Travel Allowance.....Article 26..... | 41 |
| Union Label.....Article 17..... | 30 |
| Union Representative.....Article 45..... | 64 |
| Union Security.....Article 2..... | 2 |
| Vacations.....Article 22..... | 37 |
| Worker Security.....Article 10..... | 19 |

PARTIES

This Agreement and Supplemental Agreements attached hereto are between Mann Packing Company, Inc., hereinafter 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 the Company's agricultural employees (hereinafter called "workers") in the unit set forth in the Agricultural Labor Relations Board's certification and the Case No. 75-RC-36-M. In the event the Agricultural Labor Relations Board certifies other employees not here included within the certified unit, such additional employees shall be included under the terms of this Agreement. The term "worker" shall not include office and sales employees, security guards, and supervisory employees who have the authority to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward or discipline other workers, or the responsibility to direct them or adjust their grievances, or effectively recommend such action, if, in connection with 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 nor its representatives will take any action to disparage, denigrate or subvert the Company.

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

F.) The Company will make known to all workers, supervisors and officers, its policies and commitments as set forth above with respect to recognition of the Union and will encourage workers in the bargaining unit to give utmost consideration to supporting and participation 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 good standing of its members. Any worker who fails to become a member of the Union within the time limit set forth herein, or who fails to pay the required initiation fee, periodic dues or regularly authorized assessments as prescribed by Union or who has been determined to be in bad standing by the Union pursuant to the provisions of the Union constitution shall be immediately discharged or suspended upon written notice from the Union to the Company, and shall not be re-employed until written notice from the Union to the Company of the worker's good standing status.

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

C.) Company agrees to deduct from each worker's pay initiation fees, all periodic dues, and assessments as required by Union, upon presentation by the Union of individual authorization signed by workers, directing Company to make such deductions. Company shall make such deductions from 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 the workers, social security numbers, payroll periods covered, gross wages, total hours worked per worker, total number of workers and amount of Union dues deducted during such pay periods from each worker. Union will furnish the forms to be used for authorization and will notify the Company in writing of dues, assessments and initiation fees within five (5) days of the execution of this Agreement and five (5) days before the effective date of any change.

D.) The Company will advise new workers that it is a condition of their employment that they must become and thereafter remain members in good standing in the Union immediately following five (5) continual days after the beginning of their employment. The Company shall furnish workers membership 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 or other forms of liability that may arise out of or by reason of action taken by Company for the purpose of compliance with any of the provisions of this Article.

F.) In the event that the Company files in bankruptcy or Chapter 11 proceedings, it will notify the Union of such action and shall list the Union as a separate credit or qualified as a priority claim pursuant to the Bankruptcy Act. Notification to any of the Plans or Funds shall not constitute compliance with this Article.

ARTICLE 3 - HIRING

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

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

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

D.) In the event, during the operating season in any area of Company operations, new or additional workers are

needed to perform work covered by this Agreement, the Company shall notify the Union facility designated in Section A of the number of workers needed, the type of work to be performed, the date of the workers are needed, and whether the work is temporary or permanent. The Union shall be given forty-eight (48) hours notice or as far in advance as possible.

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

F.) When Company requests workers from the Union facility for jobs which require skills or experience (such as tractor drivers, irrigators) the Union will refer workers who meet the job requirements. Before the Company makes a

determination that a referred worker does not meet the job requirement, the supervisor will fully explain the job duties and requirements and give the worker a reasonable time to meet the job requirements. Discharges shall be subject to the procedures of Article 8 - Discipline and Discharge.

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

H.) When laying off seniority workers, the Company shall attempt to give reasonable notice to the estimated layoff date. Workers other than harvesting crew workers shall be given at least twenty-four (24) hours notice prior to a layoff at the end of any season.

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

ARTICLE 4 - SENIORITY

A.) After a worker has worked for the Company at least fourteen (14) 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 not be layoffs for the purpose of circumventing acquisition of seniority.

B.) Seniority shall be lost for the following reasons only:

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

C.) In layoff of workers for lack of work or at the end of the Company's operating season, the worker with the least seniority shall be laid off first, and in recall of workers from layoff, the workers with the highest seniority shall be recalled in their order of seniority, and the

filling of vacancies, new jobs, promotions within the bargaining unit, demotions, shall be on the basis of seniority, provided however, the worker is able to do the work. In such cases, the supervisor will fully explain the job duties and requirements and give the worker a reasonable time to meet the job requirements.

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

E.) The Company, when anticipating the recall of seniority workers, shall notify the worker and the Union, not less than two (2) weeks prior to the estimated starting date of the work and the approximate duration thereof. The Company shall then notify the worker when to report for work, allowing reasonable time to report. All such notice of recall shall be a joint recall bearing the title of the Company and the Union. There shall be no recall by labor contractors. It is understood that the provisions of Article 3 - Hiring, Section B, apply to the recalled worker.

F.) The Company shall notify the Union within five (5) working days of seniority workers laid off or recalled on a

seasonal basis, in accordance with this article by giving the workers name, social security number, seniority date, job or commodity classification and date of recall or lay off. Grievances relating to this paragraph shall be subject to the expedited grievance and arbitration procedure.

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

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

I.) It is understood that the Company and the Union may agree in writing to make deviations from these seniority provisions regarding applications of seniority. In the event the Union and the Company have agreed to a local seniority provision different from Article 4 of the Contract signed herein, the Union and the Company agree to review and revise if agreed upon said local provision, only, one (1) year after the date of signing this Agreement, if either party so requests.

J.) The attached supplement on seniority issues shall serve as the definitive guideline in the administration of seniority during the term of this Agreement.

ARTICLE 5 - GRIEVANCE AND ARBITRATION PROCEDURE

This section shall become effective March 1, 1983. Until that date previous contract language as set forth in Article 5: Grievance and Arbitration shall remain in effect. The date of occurrence of grievance will determine which procedure shall apply.

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 the Union that on the job conduct by any non-bargaining unit employee is disrupting working relations may be treated as a grievance provided that such grievance is specified in detail.

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

C.) Grievances dropped by either party prior to an arbitration hearing shall be considered as withdrawn without

prejudice to the position of either party on a similar matter in the future.

D.) All time limits specified in this Article shall, except by mutual agreement, be strictly adhered to. Failure of the grieving party to comply with the time limits specified shall waive the grievance with prejudice and such grieving party shall pay the expenses and fees of the arbitrator incurred. If the party receiving the grievance fails to comply with the time limits specified such party shall be considered to have withdrawn its objections to the grievance and the grievance shall be granted in favor of the grieving party.

E.) First Step: Any grievance arising under this Agreement shall within ten (10) workdays of the occurrence of the grievance or ten (10) workdays of the discovery thereof be taken up between the Company supervisor involved and the Union Steward. They shall use their best efforts to resolve the grievance. The party receiving the grievance shall have two (2) workdays thereafter to respond to the grievance.

F.) Second Step: In the event the grievance is not satisfactorily resolved at the First Step 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 delivered to the other party in writing within five (5) days of the discharge. All other grievances must be delivered to the other party in writing within ten (10) workdays of the response to the grievance in

the First Step. All written grievances shall include the following information:

1.) Section or sections of the contract alleged to have been violated.

2.) Action or actions claimed to have violated the contract.

3.) Remedies sought.

4.) Persons in the grievance.

Not later than five (5) workdays of the delivery of the written grievance, the grievance shall be discussed in a meeting between the Grievance Committee and the Company representative delegated to resolve such matters.

If the grievance is not satisfactorily resolved in such meeting, the party receiving the grievance shall give a written response to the other regarding its position, including reasons for denial, within ten (10) workdays from the close of the Step Two meeting.

A Union representative may fully participate in the Second Step grievance meeting.

G.) Step Three: If the grieving party is not satisfied with the written response, it must file a written notice to the other party within thirty (30) workdays of the receipt of such written notice.

If timely written notice of appeal is given, the matter shall be referred to arbitration. The arbitrator shall consider and decide the grievance referred to him.

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 the Agreement.

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

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

All expenses and fees of the arbitrator shall be borne by the losing party. If a question arises as to who is the losing party of the arbitration, the arbitrator shall determine who pays expenses and fees of the arbitrator. Each party shall pay the cost of presenting its own case.

H.) Selection of the Arbitrator: Within 30 work days of the signing of this Agreement the parties shall prepare a list of arbitrators to be used for the duration of this Agreement. The parties shall prepare such list from panels requested from the State Conciliation Service and/or the Federal Mediation and Conciliation Service.

Within seven (7) workdays of the notice of referral to arbitration the parties shall meet to select an arbitrator for that grievance. If the parties cannot agree upon the selection of an arbitrator then they shall alternately

strike names from the list of arbitrators mentioned above. The party to strike first shall be selected by a coin toss. The arbitrator remaining after each party has alternately struck names shall be the arbitrator designated for that grievance.

Immediately upon selection of an arbitrator the appropriate letter shall be sent to the arbitrator to arrange for dates and places for the arbitration. If the arbitrator cannot hear the grievance within ninety (90) workdays of the receipt of such letter the parties may, at the request of either party, meet to select another arbitrator who can hear the grievance at a sooner date.

I.) Expedited Grievance and Arbitration: The parties agree that the primary purpose of the grievance procedure is to resolve grievances as speedily as possible and to maintain good relations between the Union, the Company, and the workers.

It is recognized that there are times and there are certain issues that may arise, wherein it is to the best interest of all concerned to have a resolution of the matter more quickly than provided in the above procedure.

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

After such a grievance has been reduced to writing, the grieving party may request and there shall be a Second Step

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

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

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

ARTICLE 6 - NO STRIKE CLAUSE

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

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

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

ARTICLE 7 - RIGHT OF ACCESS TO COMPANY PROPERTY

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

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

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

ARTICLE 8 - DISCIPLINE AND DISCHARGE

A.) The first five (5) work days of employment for a new non-seniority employee shall be considered as a probationary period. The Company may discharge such a new employee during this five (5) work day period for poor work performance or any other non-discriminatory reason and such employee shall not have recourse to the grievance and arbitration procedure in order to dispute the charge.

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

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

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

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

E.) 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 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 shall be required to perform work that normally would have been performed by workers of another company who are engaged in a strike sanctioned by the Union.

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

ARTICLE 11 - LEAVES OF ABSENCE

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

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

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

- 2.) Such leaves of absence shall only be granted to a maximum of ten percent (10%) of the workers in each harvesting and/or thin and hoe crew, and a maximum of ten percent (10%) of the workers in each other job classification.
- 3.) This section shall only apply to companies whose harvesting operations exceed sixty (60) work days in a calendar year;
- 4.) This section shall not apply to operations during critical periods such as the first and last week of harvest, if it would harm operations.

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 involuntarily 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/she would have had with the Company had he/she remained in the Company's continued employ, provided however, any renewal of service 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 the job shall be granted as a leave of absence for three (3) months and three (3) month extensions as needed up to two (2) years provided adequate and pertinent proof of the illness or injury is delivered to the Company for each leave of absence and/or extension.
- 4.) Up to one (1) year for the purpose of further training or education; provided that the Company may require proof of enrollment in a training or education program. This paragraph is intended for the use of a worker to avail himself of a training or education program and not for the use of a student to complete his secondary or college level education.
- 5.) Up to one (1) year for maternal responsibilities including both the pre-natal and post-natal periods. The commencement of such a maternity leave will be at the discretion of the requesting worker, provided that the procedures in this Article for requesting a leave of absence are followed.
- 6.) For valid personal reasons, not to exceed sixty (60) days.

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.

D.) All leaves of absence and extensions shall be in writing on approved leave of absence forms provided by the Company except in cases of emergencies. Such forms shall be signed by the Company representative, the worker requesting the leave, and the Union Steward or other Union representative, to signify receipt of the Union's copy. Leave of absence may 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. However, that a request for an extension may be submitted simultaneously with the request for leave of absence for valid personal reasons, if the worker has special circumstances which require additional time.

E.) 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

Company agrees that all conditions of employment for workers relating to wages, hours of work, and general working conditions shall be maintained at no less than the

highest standards in effect as of the date of this Agreement. Conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

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

ARTICLE 13 - SUPERVISORS

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

ARTICLE 14 - HEALTH AND SAFETY

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

certain chemicals may be injurious to farm workers. The use of such chemicals injurious to farm workers must be such so as not to cause injury to workers. Therefore, the Company shall maintain it its area office(s) and shall have available to its supervisors the following information, and shall make such information available to the Union upon request:

- 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, and
- 7.) Safe re-entry date and time after application.

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

C.) When an agricultural chemical is to be applied, the Company shall advise all workers working in the immediate area prior to the application. Re-entry into treated fields shall be in accordance with label requirements. Workers shall be advised of applicable re-entry periods. No worker shall be required to re-enter a

field during the prohibited period, nor shall the worker refuse to re-enter thereafter. Nothing in this paragraph shall infringe upon the right of a worker under Paragraph D and E below.

D.) Any worker who is working in an area in the immediate area where agricultural chemicals have been recently applied, and has reason to believe that his health has been adversely affected by any agricultural chemicals shall be immediately transported, at the worker's request, to the nearest medical facility for testing and treatment as determined by a doctor.

E.) Upon the request of the Union, a Health and Safety Committee shall be formed, which shall consist of not more than three (3) members from the Union and three (3) members from the Company. The Committee shall meet at the request of either party at such times and places as are mutually acceptable. The Committee may discuss, exchange information and make recommendations to the Company and the Union on health and safety issues which affect the workers. The Company shall make the final determination concerning any recommendation of the Committee.

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

G.) 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 in a clean and sanitary manner. Doors on portable toilets

shall have latches. Handwashing facilities, soap and paper towels shall be provided. The Company and Union shall agree on designated locations for toilet facilities for use by steady workers.

H.) Each place where there is work being performed shall be provided with suitable, cool, potable drinking water convenient to workers. Water shall be provided in cool cans or equivalent containers. Individual paper drinking cups shall be provided. Ice and salt tablets shall be provided by the Company during the summer.

I.) Tools and equipment and protective garments necessary to perform the work and/or to safeguard the health of or to prevent injuries to a workers 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. The Foreman shall provide and have available at all times tools, equipment and protective garments at the job site.

J.) Adequate first aid supplies shall be provided and kept in a clean and sanitary dust proof container. Each crew bus shall be equipped with a first aid kit. Each harvesting crew shall have access to a first aid kit. Each tractor driver who requests one shall be provided with a first aid kit.

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

L.) Any worker who becomes sick during working hours and requests transportation to the nearest doctor's office or medical facility shall be provided with transportation.

M.) All Company vehicles used by workers shall be maintained and operated in safe condition at all times. The Company shall provide a form for the reporting of necessary equipment repairs. The Union steward shall submit one copy of the repair notification to the foreman and retain one copy. Any equipment that needs repairs, which is reported to the Company supervisor shall be repaired. The Company shall install a new mechanism or device that will prevent workers from getting wet due to the new conveyor belt on the broccoli machine.

N.) All crew buses shall be swept out daily.

O.) All Hi-Jo tractors and field forklifts shall be equipped with back-up warning devices and exhaust devices and protective cages installed so as to not cause injury to workers. All motorized equipment shall be attended to by the operator at all times when moving.

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

ARTICLE 15 - MECHANIZATION

A.) In the event the Company anticipates the introduction of mechanical equipment new to the Company which will displace persons employed by the Company within the bargaining unit, the Company shall:

- 1.) Give the Union at least six (6) months notice of the kind of equipment to be introduced, the operations on which it will be used, the approximate number of workers who will be displaced by the new equipment, and all other information which is necessary for the Union to negotiate intelligently and responsibly with respect to the introduction of the new equipment;
- 2.) Give workers displaced by the introduction of the equipment first preference for jobs operating and working in connection with the new equipment in accordance with Article 4, Seniority;
- 3.) Pay all training costs required for workers to learn to operate and work in connection with the new equipment, provided that the worker learns how to operate or work in connection with the new equipment competently within a reasonable period of time;
- 4.) Make every effort to place workers displaced as a result of the introduction of the new equipment in other bargaining unit jobs with the Company, provided such workers are qualified and able to perform the work; and

5.) Give workers who are terminated as a result of the introduction of the new equipment preference for rehire.

B.) The Company shall, in addition to its obligations under Paragraph A, above, upon request, bargain with the Union with respect to the introduction of the new equipment. If the parties cannot agree on the introduction of such equipment at the end of the six (6) months period, the parties shall submit the dispute to arbitration in accordance with Article 5, Grievance and Arbitration Procedure. The arbitrator shall have the authority to decide all issues relating to displacement of workers as a result of the introduction of the new kind of equipment.

C.) Nothing in this Article shall restrict the Company's right to change the crops it grows or markets, to change its farming practices, or to enter into arrangements under Article 38, Grower-Shipper Contracts.

D.) Experimentation with new equipment is not introduction as described in this Article; provided all workers needed are members of the bargaining unit and no seniority workers are displaced.

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

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

ARTICLE 18 - NEW OR CHANGED OPERATIONS

In the event a new or changed operation or new or changed classification is installed by the Company, the Company shall set the wage or piece rate in relation to the classification and rates of pay in Appendix "A" and shall notify the Union before such rate is put into effect. Whether or not the Union has agreed to the proposed rate, the Company may put the rate into effect after such notice. In the event such rate cannot be agreed upon mutually between the Union and the Company, the same shall be submitted to 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 AND OVERTIME

A.) Daily Overtime

- 1.) Tractor drivers and machine operators shall be paid one and one-half (1½) times their regular rate of pay for all work performed after ten (10) hours in any one day.
- 2.) All hourly paid workers, except tractor drivers and irrigators, and all piece-rate workers, shall be paid one and one-half (1½) times their regular rate of pay for all work performed after eight (8) hours in any one day.
- 3.) The Company shall continue its past practices with regard to hours of work for irrigators in each area of operations. There shall be no daily or Saturday overtime for irrigators.

B.) Saturday Overtime

- 1.) Tractor drivers and machine operators shall be paid one and one-half (1½) times their regular rate of pay for all work performed after eight (8) hours on Saturday.
- 2.) All hourly paid workers, except tractor drivers and irrigators, shall be paid one and one-half (1½) times their regular rate of pay for all work performed after five (5) hours on Saturday.
- 3.) All piece-rate workers shall be paid one and one-half (1½) times their regular rate of pay

for all work performed after five (5) hours
on Saturday.

C.) Sunday Overtime

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

D.) Overtime shall be offered on a voluntary basis and
scheduled overtime shall be offered on the basis of highest
seniority within the classification required to work
overtime. If there are no volunteers for the overtime work,
the obligation to work the overtime shall fall to the
highest seniority workers.

E.) To compute overtime on a piece-rate basis, all
bins harvested during the overtime period shall be paid at
one and one-half (1½) times the regular rate.

F.) Tractor drivers and machine operators who work in
harvesting or transplanting operations shall be paid
overtime on the same basis as the hourly or piece-rate
workers in the crews in which they are working.

G.) When a worker performs work at a higher rated job
than his classification, he shall be paid at the higher
rate. When a worker performs work at a lower rated job than
his classification, he shall be paid at the rate of his
classification. This paragraph shall not apply to the
practice of rotation on lettuce wrap machines.

H.) When a worker is working as a trainee for
qualification for a higher rated job, he shall be paid at
his or her old classification rate of pay for a period not

to exceed fifteen (15) work days.

I.) Meal time breaks shall be one-half ($\frac{1}{2}$) hour and not compensated for nor counted as hours worked under the provisions of this Agreement except where meal breaks are currently longer and/or compensated, they shall be continued. Company shall not use the meal time breaks for the purpose of moving the workers to another job site, or any other related work activity.

J.) A night-shift premium shall be paid to tractor operators who work a majority of their shift between the hours of 6:00 p.m. and 6:00 a.m. at the rate of fifty cents (\$.50) per hour for all hours worked.

K.) Normal Hours

The following shall be considered the normal work schedule for each of the specified classifications of work. It is understood that these norms do not constitute a daily guarantee but define the normal hours of work when work is available and conditions permit. The number of workers employed to perform the job shall be directly related to the work demand. The number may vary due to conditions affecting the job to be performed; however, the Company shall make every effort to provide the normal work schedule as provided below. The Company shall not increase the size of the work force nor shall the Company schedule or assign work in such a way that available hours of work are reduced.

| <u>Classification</u> | <u>Days</u> | <u>Hours</u> |
|---|----------------|-----------------------|
| General Labor, thin and hoe, transplant, hourly harvest | Mon-Fri Sat | Eight (8) Five (5) |

| <u>Classification</u> | <u>Days</u> | <u>Hours</u> |
|----------------------------|----------------|--------------------------------|
| Tractor Drivers | Mon-Fri Sat | Ten (10) Eight (8) |
| Piece-Rate Classifications | Mon-Fri Sat | Eight (8) Four (4) |
| Irrigators | Mon-Sat | Past practice in each area. |

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 General Labor hourly rate of pay. If less than four (4) hours of work is provided, hourly workers shall be paid four (4) hours at the General Labor hourly rate of pay, and piece-rate workers shall be paid the piece-rate earned during the time worked and the General Labor hourly rate of pay for the remaining time up to four (4) hours that day.

However, in the event that no work or less than four (4) hours of work are provided because of rain, frost, government condemnation of crop, or other causes beyond the control of the Company, Section A, Paragraph 1 of this Article shall not apply; provided, however, that the Company agrees to continue its past practice with respect to condemnation of fields.

B.) Workers shall be informed before leaving work of the reporting time and place for the following day to the extent possible. The Company shall set the reporting time as close as possible to the estimated starting time, taking into consideration available weather reports for the

following day. If a worker who reports at such specified time is asked to report back the same day at another time and no work is provided or less than four (4) hours of work is provided, the pay guarantee described in "A" above shall apply and the exception described therein shall not apply. Any call may be rescinded by notification to workers at least six (6) hours prior to the time scheduled for reporting to work.

C.) Hourly workers shall be paid at their regular hourly rate of pay and piece-rate workers at the general labor rate for all the time when the Company gives orders to standby at the pick-up point or in the field prior to commencing work; provided, however, workers shall not be paid for the first one-half ($\frac{1}{2}$) hour when the Company gives orders to standby in the field prior to commencing work due to frost. If work is delayed due to breakdown or delay in arrival of Company transportation, all workers shall be compensated at the general labor rate for the period so delayed.

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

E.) Piece-rate workers shall be paid at the General Labor hourly wage for all standby time after work begins; provided, however, that piece-rate workers shall not be paid (1) for the first fifteen (15) minutes when the Company gives orders to standby in the field after work has commenced due to rain; (2) for each period of standby less

than ten (10) minutes while waiting for bins to be placed under the machine; (3) for the first thirty (30) minutes of standby during each change of fields, excluding travel time which shall be paid in accordance with Article 26, "Standby time" for purposes of this paragraph refers to any time when the entire crew's work is interrupted or delayed because of machine breakdown, rain, etc., and orders are given by the Company to standby.

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

B.) A worker who has worked seven hundred (700) hours in the prior calendar year with the Company will qualify for an amount equal to two percent (2%) of his total gross earnings as vacation pay and one (1) week of vacation time off.

A worker who has worked seven hundred (700) hours in the prior calendar year, who has four (4) or more years seniority with the Company will qualify for an amount equal to four percent (4%) of his total gross earnings as vacation pay and two (2) weeks of vacation time off.

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

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

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

F.) Vacation schedules shall be mutually agreed upon. If, in the judgment of the Company, more workers want a particular vacation period than can be reasonably spared, the worker with the highest seniority shall have first preference for the vacation period.

ARTICLE 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, father-in-law, grandfather, or grandmother), a worker will be paid what he would have earned had he been working for the Company, not to exceed three (3) days. However, in cases where the funeral requires travel of more than three hundred (300) miles one way, an additional one (1) day leave with pay shall be granted, and in cases where the funeral requires travel of more than four hundred (400) miles, one way, a total of five (5) days leave with pay shall be granted. The Company may require a death certificate or other evidence of death.

ARTICLE 24 - HOLIDAYS

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

- 1.) New Year's Day
- 2.) Second Sunday in February
- 3.) Labor Day
- 4.) Thanksgiving Day
- 5.) Christmas Day
- 6.) Independence Day (July 4th)

B.) Holiday pay shall be the daily average pay earned during the payroll week immediately preceding the holiday; provided, however, in the event a worker eligible for a paid holiday in accordance with Paragraph C below did not work during the preceding payroll week, he shall be paid an

amount equal to his earnings on the day before the holiday.

C.) To be eligible for a paid holiday not worked, a worker 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 work day after the holiday shall not apply. A worker who is laid off more than two (2) calendar weeks prior to a paid holiday will not be eligible for holiday pay.

D.) Work on any holiday shall be paid at one and one-half (1½) times the worker's regular rate in addition to holiday pay.

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

F.) "Citizenship Participation Day" shall be designated as the first Sunday of June. All workers on "Citizenship Participation Day" shall receive pay in accordance with Section A above.

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

In the event any worker works on "Citizenship Participation Day," the Company shall not deduct any pay due him or her for working on that day.

G.) In the event that the Company files in bankruptcy or Chapter 11 proceedings, it will notify the Citizenship Participation Committee of such action and shall list the Citizenship Participation Committee as a separate creditor qualified as a priority claim pursuant to the Bankruptcy Act. Notification to the Union or any of the other Plans or Funds shall not constitute compliance with this Article.

ARTICLE 25 - JURY DUTY AND WITNESS PAY

Workers who have worked at least five (5) days during the two (2) weeks preceding the week in which the following events occur shall receive the benefit of this section. 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 provision, the worker must provide Company with a copy or notice summoning him to appear and if so requested, documentary evidence of the amount of fees received for performing such service.

ARTICLE 26 - TRAVEL ALLOWANCE

A.) When Company furnished transportation is available, workers using such transportation shall receive

daily travel allowance based upon the following schedule from the place designated where the worker is told to report for the transportation and the job site:

0 miles to Jolon Road (at King City Bridge) - no travel allowance.

Jolon Road (at King City Bridge) to Wild Horse Road - 15 minutes each way.

Wild Horse Road to 64 road miles - $\frac{1}{2}$ hour each way.

65 to 89 road miles - one hour each way.

90 - 119 road miles - $1\frac{1}{2}$ hours each way.

120 and over - 2 hours each way.

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

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

D.) Buses will be kept clean, safe, comfortable and in good traveling condition. Buses will have an adequate place where workers can place their food and other items.

E.) Workers should be transported as close to the work site as possible.

F.) All workers shall be compensated for all time spent changing fields during the work day; hourly workers shall be paid at their regular rate of pay, and piece-rate workers at the general labor rate of pay.

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

B.) Union shall have the right, upon reasonable notice given to the Company, to examine time sheets, discipline records, work production, or other records that pertain to worker's 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 Credit Union.

ARTICLE 30 - ROBERT F. KENNEDY FARMWORKER MEDICAL PLAN

A.) 1.) The Company shall, commencing September 1, 1984, contribute to the Robert F. Kennedy Farmworkers Medical Plan sixty-six and three quarters cents (\$.6675) per hour for each hour worked by each worker; provided, however, that the Company shall make a guaranteed eight (8) hour contribution per day for each piece rate worker who completes his scheduled day of work.

In the event on September 1, 1985 it is necessary to increase the employer's contribution to the Robert F. Kennedy Farmworkers Medical Plan, the employer agrees to pay such increase provided that in no event shall the increase exceed the sum of ten cents (10¢) per hour per employee. The procedures for such increase shall be subject to the rights and obligations set forth in Section B hereinafter.

In the event on September 1, 1986 it is necessary to increase the employer's contribution to the Robert F. Kennedy Farmworkers Medical Plan, the employer agrees to pay such increase provided that in no event shall the increase exceed the sum of fifteen cents (15¢) per hour per employee. The procedures for such increase shall be subject to the rights and obligations set forth in Section B hereinafter.

2.) The Employer and the Union are negotiating rates exclusively for Company workers. In the event the Union hereafter agrees with any other Employer to a rate less than

that specified in paragraph A - 1, to maintain the benefits provided as of September 1, 1984 as defined in paragraph D below (hereinafter referred to as "the existing benefits"), during the term of this collective bargaining agreement, the Company in such case shall contribute such lower rate. In the event a higher rate than that specified in paragraph A 1 is hereafter agreed to or arbitrated, as hereinafter provided, with the Company to maintain the existing benefits, and if the Union thereafter agrees with any other Employer to a rate lower than such increased rate, the Company, in such case, shall contribute such lower rate.

B.) In the event the trustees of the Plan determine that an increase in the amount contributed by the Employer is necessary to maintain the existing benefits, then the following provisions shall apply:

1.) The number of increases during the term of this agreement shall be limited to not more than two (2), neither of which shall be effective prior to the first payroll period in September, 1985, nor effective later than the first payroll period in September, 1986.

2.) The following time sequence will be strictly adhered to by all parties and the arbitrator. In the event the due date for any action falls on a Sunday or a holiday, the time shall be extended to the next business day.

a.) Union gives information and notice to Employer.

Union requests list of arbitrators. 0 days.

b.) Company analyzes and responds. Arbitrator is

selected. 60 days.

- c.) Union analyzes response
(including mailing time from Company). 10 days.
- d.) Company and Union meet. 1 day.
- e.) Preparation for or Cancellation of
Arbitration. 14 days.
- f.) Arbitration. 2 days.
- g.) Briefs. Postmarked 4 business days after close of
hearing.
- h.) Arbitrator's Decision. 20 days after close of
hearing.

3.) Union shall deliver to the Employer by personal service or by certified mail written notice of such increases, specifying the amount and effective date of same.

4.) Such notice (hereinafter called "Union Notice") shall be received by the Employer no later than thirty (30) days prior to the date the rate increase will be effective.

5.) In addition to such notice, the Union shall provide the following information in writing by personal service or by certified mail to the Employer no later than thirty (30) days prior to the proposed rate increase:

(a) The following items will be provided for the twelve (12) consecutive months ending with the second month preceding the month in which notice is given, or, where available, for the twelve (12) consecutive months ending with the month preceding the month of notice.

(1) Amount of Contributing Employers' contributions and Employee Self Payments to the Plan by month.

(2) Expenses of the Plan by month including but not limited to administrative expenses and claims paid by the Plan.

(3) Total number of claims paid by Plan by month.

(4) Total amount paid by Plan by benefit category by month.

(5) For each month's paid claims, a breakdown showing the months and years in which such claims were incurred: i.e., Months of Medical Service.

(6) Income and Expense Statements by month.

(7) Investment and interest income by month.

(8) Number of eligible participants per month per Plan-module.

(9) Amount of premiums paid for dental and vision insurance by month.

(b) The following shall be provided with the Union Notice:

(1) The inflation factor and how it is utilized.

(2) Information concerning material changes, whether adverse or positive, as reported by the Plan's outside auditors.

(3) The most recent complete outside audit report including but not limited to auditor's notes concerning examination of claims procedures and verification of totals by benefit category.

(4) Existing Plan Instrument not previously provided during the term of this Agreement.

(c) Where applicable the following items shall be provided as often as prepared, received, and/or supplied by consultants, Plan employees, trustees, Plan agents and/or independent contractors engaged by the Plan, its consultants, trustees, contractors, or agents:

(1) If increase is requested for dental and/or vision, information concerning loss ratio and experience versus the premium for dental and vision which has been made available to the Plan by the third party provider(s).

(2) Changes in future benefit liability and calculations including but not limited to incurred but unreported claims and other Plan payables to the extent it is included in computations for purposes of the arbitrable increase.

(3) Information concerning material changes, whether adverse or positive.

(4) Annual financial statements other than those mentioned above.

(d) The Union shall provide any additional data not specified above and used by the Plan in formulating the cost projections specified in Union Notice within fifteen (15) days after said notice or such data shall not be used as evidence in the arbitration hearing.

C.) It is specifically agreed that refusal by the Union to provide all or any part of the information specified in B-5 above within the time limits prescribed in B-1, 2, 3, and 4 above shall waive any right by the Union to any increase in contributions above those currently in

effect immediately prior to the notice of rate increase delivered by the Union; provided, however, where a portion of the information specified in B-5 above does not exist because of acts of God or other causes beyond reasonable control of the Plan, the failure by the Union to provide such information shall not be deemed a waiver of the right to any increase in contributions above those currently in effect immediately prior to the notice of rate increase delivered by the Union unless the Arbitrator decides such lack of information is prejudicial (substantially affects) the Company's ability to respond to the requested increase.

D.) It is specifically agreed that the Employer shall be responsible for maintaining benefits provided as of September 1, 1984 and shall have no financial responsibility whatsoever for the additional cost of any change in Plan benefits during the term of this collective bargaining agreement. Plan changes without cost impact or which reduce Plan costs shall not impair the Union's right to seek necessary increases as herein provided. Union will provide notice of Plan changes at the time they occur and an explanation of such changes. The Union Notice shall set forth the contribution rate which the Plan deems necessary to maintain existing benefits on or after the effective date of the increase. The Union Notice and any Employer Response shall disregard past gains or losses (changes in reserves) in setting forth the projected rate.

E.) In the event the Employer disagrees with the amount set forth in the Union Notice, the Employer shall

notify the President of the Union by certified mail at Keene, California with a copy mailed first class or personally delivered to the local Union office of its objection and the amount the Employer believes is the correct amount that it should pay (such notice herein called "Employer Response"). The Employer shall provide an explanation of its position and shall include written data it intends to introduce at the arbitration hearing to support its position including but not limited to the inflation factor used by the Employer. Such notice shall be postmarked no later than sixty (60) days after receipt of the Union Notice.

F.) The Union and Employer shall meet within eleven (11) days after the mailing of Employer's Response to attempt to resolve any difference. If the parties are unable to agree, the following procedure shall be followed:

1.) The parties shall select an arbitrator from a list of a total of 21 arbitrators supplied by the State Conciliation and Mediation Service (10 names) and the Federal Mediation Service (11 names). The request for arbitrators shall be made by the Union at the time it sends Union Notice. The Union and the Company will meet within a week after receipt of the arbitration list to select an arbitrator. Any arbitrator selected must agree to meet time limits imposed herein.

2.) The arbitrator shall be required to utilize an agreed upon neutral qualified expert engaged by the parties to assist him in analyzing data and information presented in

an arbitration. In the event the parties cannot agree, the arbitrator shall select such neutral qualified expert. The qualified expert selected by the arbitrator must have the following qualifications:

(a) No connection direct or indirect with any of the parties, with any Contributing Employer to the Plan, the Robert F. Kennedy Plan, or competing or like plans in agriculture.

(b) The expert shall be recognized in the insurance/health and welfare industry as qualified to project health plan costs.

3.) The arbitrator's authority shall be limited to a decision on the following question: "Shall the Employer contribute to the Robert F. Kennedy Plan the sum specified in the Union Notice or the sum specified in the Employer Response in order to maintain the benefits provided as of September 1, 1984, as defined in paragraph D above?" The arbitrator shall have no authority to set an amount other than one of said specified sums; in the event the arbitrator believes the sum should be other than one of those specified, he shall choose the specified sum closest to his determination.

4.) The Employer shall continue to pay the contribution rate in effect at the time of the Union Notice pending the decision of the arbitrator.

5.) The arbitrator's decision shall be in writing with an explanation of reasons for his decision. The arbitrator's decision shall set forth the specified

contribution rate which shall be effective retroactively to the effective date specified in the Union Notice. Such decision shall be final and binding on the Company, the Union, and the workers. If the arbitrator's decision is challenged by either party, the Court shall award reasonable attorney's fees and ERISA interest when applicable to the prevailing party.

6.) Supplemental contributions, if any, awarded by the arbitrator on hours previously reported to the Plan shall be due and payable fourteen (14) calendar days after notice of the arbitration decision. Such supplemental contributions, if any, if paid within the time limits herein specified, shall bear no interest. Thereafter such supplemental contributions, if any, shall bear interest at the rate prescribed under ERISA for delinquent contributions.

7.) It is understood that the sixty-six and three quarters cents (\$.6675) rate agreed upon above has been negotiated by the parties as part of a collective bargaining agreement. It shall not be utilized by the arbitrator as a substitute for proving any cost projections. It is also understood that because of such collective bargaining agreement, at no time shall the Employer's obligations be less than sixty-six and three quarters cents (\$.6675) except as specified in paragraph A-2 above.

8.) All expenses of the arbitration including the fees of the arbitrator and the qualified expert shall be borne by the losing party. Each party shall pay the cost of presenting its own case including the cost of its own expert

witnesses.

9.) Time is of the essence in connection with this arbitration. As set forth in paragraph B.2., the arbitration shall commence no later than eighty-five (85) days after receipt by the Company of the Union Notice and agreed upon information. Briefs may be submitted to the arbitrator but must be postmarked no later than four (4) days after the close of the arbitration. The arbitrator's decision must be rendered no later than twenty (20) days after the close of the arbitration. Time shall be extended as provided in paragraph B.2. above. Time periods may also be extended upon mutual agreement in writing between the parties.

G.) Reports sent to the lock box address:

Dept. 3, 6534

Los Angeles, CA 90088

The Union shall provide, or cause to be provided, to the Company the following materials.

- 1.) Summary Annual Report on or about July 29th of each year.
- 2.) Summary of Plan changes during the preceding Plan year, on or about July 29th of each year.
- 3.) A copy of the summary plan description filed with the Department of Labor each five (5) years, or as more frequently published by the Board of Trustees.

ARTICLE 31 - JUAN DE LA CRUZ FARMWORKERS PENSION PLAN

A.) The Company shall, commencing September 1, 1984, contribute twenty cents (20¢) per hour for each hour worked

by each worker to the Juan De La Cruz Farm Workers Pension Plan.

B.) In accordance with Article 33, the monies and a summary report shall be remitted to the Plan at the following address:

Dept. 2-6242

Los Angeles, CA 90088

C.) In the event that the Company files in bankruptcy or Chapter 11 proceedings, it will notify the Plan of such action and will list the Plan as a separate creditor qualified as a priority claim pursuant to the Bankruptcy Act. Notification to the Union or any of the other Plans or Funds shall not constitute compliance with this Article.

D.) The Union shall provide, or cause to be provided, to the Company the following materials:

1.) Summary Annual Report on or about July 29th of each year.

2.) Summary of Plan changes during the preceding Plan year, or or about July 29th of each year.

3.) A copy of the summary plan description filed with the Department of Labor each five (5) years, or as more frequently published by the Board of Trustees.

ARTICLE 32 - MARTIN LUTHER KING JR. FARMWORKERS FUND

A.) The Company shall, during the term of this Agreement, contribute to the Martin Luther King Jr. Farmworkers Fund six cents (6¢) per hour for each hour worked by all workers covered by this Agreement, commencing with the date of signing of this Agreement. 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 Jr. Farmworkers Fund shall obtain and maintain federal tax exemption and all contributions by the Company shall be deductible under the Internal Revenue Code.

B.) In accordance with Article 33, the monies and a summary report shall be remitted to the Fund at such address as designated by the Administrator of the Fund.

C.) In the event that the Company files in bankruptcy or Chapter 11 proceedings, it will notify the Martin Luther King Jr. Farmworkers Fund of such action and will list the Fund as a separate creditor qualified as a priority claim pursuant to the Bankruptcy Act. Notification to Union or any of the other Plans or Funds shall not constitute compliance with this Article.

D.) It is agreed that if the requirements of paragraph E of this Article are met, and if five (5) Salinas Valley companies, other than Mann Packing Company, Inc., agree to the Rene Lopez Farm Workers Legal Services Trust, the Company will convert this Article to remit five and three quarters cents (\$.0575) to this Trust, and one quarter cent (\$.0025) to the Martin Luther King, Jr. Farm Workers Fund.

E.) Once the Rene Lopez Farm Workers Legal Services Trust is in effect and operational, the Union will provide to the Company all information necessary to determine

whether the operation of the Legal Services Plan will be adverse to the interests of the Company. The Company shall have complete discretion to determine whether the operation of the Trust will be adverse to its interests. If the Company determines that the operation of the Trust will not be adverse to the Company's interest, it will begin remitting amounts stated in paragraph D above to the Rene Lopez Farm Workers Legal Services Trust and to the Martin Luther King, Jr. Farm Workers Fund.

ARTICLE 33 - SUBMISSION OF MONIES AND REPORTS TO

THE UNION AND FRINGE BENEFIT PLANS

A.) All withheld dues are to be submitted weekly. All contributions due to Robert F. Kennedy Farm Workers Medical Plan, the Juan De La Cruz Farm Workers Pension Plan, the Martin Luther King, Jr. Farm Workers Fund and the Rene Lopez Farm Workers Legal Services Trust are to be submitted monthly.

B.) A monthly summary payroll and fringe benefit contributions report is to be submitted monthly covering the four to five payroll periods falling within the reported month. Such reports shall be mailed on or before the fifteenth (15th) day of the month, if possible, but in no case later than the twentieth (20th) day of each month.

C.) Complete mailing directions and information for the monthly mailing reports will be supplied by the Union in writing.

D.) In the event the Company has no workers in its employ during any monthly period, the Company shall submit

to the Union a statement to that effect mailed on or before the twentieth (20th) day of the following month.

E.) The Company understands and agrees that it shall be deemed delinquent for any payroll month in which the dues are not submitted weekly and/or the monthly contributions and/or the monthly report or statement that there are no workers is not postmarked on or before the twentieth (20th) day of the succeeding calendar month.

F.) In the event the Company makes a decision which will result in its ceasing to deduct dues, or submit contributions to the fringe benefit plans, the Company shall, in addition to any other requirements set forth in this agreement, notify the Union headquarters and each of the fringe benefit plans.

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

H.) In the event there is an incorrect payment of monies and/or clerical errors in the report, the adjustment shall be made as soon as discovered by the Company or the Union and reported to the other party. Any additional clerical costs resulting from the error, shall be deducted from the reimbursement or offset to the party who made the error. The party shall not be entitled to any refund, credit offset, deductions, or other form of reimbursement

for any overpayment which is not discovered and reported within one (1) year of the date on which it was made.

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. Camp housing shall be kept in a safe and clean condition.

ARTICLE 35 - BULLETIN BOARDS

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

ARTICLE 36 - FAMILY HOUSING

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

ARTICLE 37 - SUBCONTRACTING

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

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

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

B.) Subcontracting is permissible under this Agreement where the Company does not have the equipment to do the work being subcontracted. When a Company does subcontract

pursuant to the terms of this provision, any workers of the subcontractor who actually operate or maintain the equipment shall not be covered by the terms of this Agreement.

However, any workers of the subcontractor, other than those who actually operate or maintain the equipment, who work on the subcontracted job shall be covered by the terms of this Agreement.

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

ARTICLE 38 - GROWER-SHIPPER CONTRACTS

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

In the event the Company enters into a partnership, joint venture, or other legal contractual relationship with a grower and/or shipper for the growing, packing, harvesting or selling of a crop, Union agrees not to interfere with or prevent in any manner the growing, packing, harvesting or

selling of any of the crops in which Company may have such an interest; provided such partnership, joint venture or other legal contractual relationship was entered into by Company prior to any economic action by Union against any other party to the partnership, joint venture, or other legal contractual relationship, and it is understood the filing of a petition under the Agricultural Labor Relations Act does not constitute interference under this paragraph.

The 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 economic or other sanctions by the Union against any party to the partnership, joint venture or other legal contractual relationship at the time of entry thereof.

ARTICLE 39 - LOCATION OF COMPANY OPERATIONS

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

ARTICLE 40 - MODIFICATION

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

ARTICLE 41 - SAVINGS CLAUSE

In the event any portion of this Agreement shall become ineffective as the result of any applicable local, state or federal law, only that portion of this Agreement so affected

shall be ineffective; in no event shall the fact that a portion of this Agreement be not applicable or illegal in accordance with such laws render the remainder of this Agreement ineffective or work a termination.

ARTICLE 42 - SUCCESSOR CLAUSE

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

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

ARTICLE 43 - DELINQUENCIES

A.) Notwithstanding anything herein contained, the failure of Company to make the necessary payments as provided in Article 2 (Union Security), Article 30 (Robert F. Kennedy Farmworkers Medical Plan), Article 31 (Juan de la Cruz Farmworkers Fund), and Paragraph F of Article 34 (Holidays), shall give the Union or the workers the right, after the Union has given five (5) days' written notice, excluding Saturdays, Sundays, and Holidays, to the Company, to take any legal or economic action the Union sees fit against the Company to force compliance.

B.) Whether or not such action is taken the Company shall be liable to the workers for any and all benefits as set forth in Paragraph A above that the workers would have received if the Company had not been delinquent in making the payments.

ARTICLE 44 - COST OF LIVING ALLOWANCE

A.) Cost-of-Living Allowance shall apply to all workers herein covered under this Agreement.

The Cost-of-Living adjustments herein provided shall be based on the Consumer Price Index - United States City Average for Urban Wage Earners and Clerical Workers (1967 = 100), published by the Bureau of Labor Statistics hereinafter referred to as the CPI.

B). In the event that the CPI in May, 1985, shall exceed an increase of five percent (5%) over the CPI in May, 1984, a Cost-of-Living allowance of one cent (1¢) per hour shall be paid for each three-tenths (.3) of a point increment in the CPI over and above the five percent (5%) increase in the CPI. Any adjustment due under the above formula shall be effective September 1, 1985.

C.) In the second year, September 1, 1985, and the third year, September 1, 1986, the increase and the Cost-of-Living shall not exceed the hourly rate specified in Appendix A.

D.) Such Cost-of-Living adjustments shall be added into the current rate of pay paid for all hours, wages, and related benefits for which workers receive pay from the Company, such as overtime, vacations, and holidays. The

amount of the adjustment shall be paid in addition to wages earned, and to the extent which computer capabilities permit such adjustment shall be shown on the worker's check stub, i.e., WAGES - - - COLA - - - TOTAL.

E.) The Cost-of-Living allowances are dependent upon the availability of the Bureau of Labor Statistic's CPI in its present form and calculated on the same basis as the CPI. In the event the Bureau of Labor Statistics changes the form or the basis of calculating the CPI, the Company and the Union agree to request the Bureau to make available, for the life of this Agreement, a CPI in its present form and calculated on the basis of the Index for May, 1984.

ARTICLE 45 - UNION REPRESENTATIVE

A.) It is mutually agreed that the prompt adjustment of grievances and the proper administration of the contract is desirable in the interests of sound relations between the workers and the Company. The prompt and fair disposition of grievances and the proper administration of the contract involves important and equal obligations and responsibilities of each party to protect and preserve the grievance procedure and the contract as an orderly means of resolving legitimate grievances and other problems between the parties.

To carry out these goals and for the purpose of operating under this Agreement, the workers shall be entitled to representatives on Company time in accordance with the following provisions.

B.) The Union shall designate a full-time Union representative who shall be recognized by the Company as the official representative of the Union, and who shall be compensated by the Company while performing his duties pursuant to this Article at the rate which he would have received had he worked at his regular job classification. Union representative shall so conduct his affairs so that no overtime work shall be performed; grievance meetings are to be normally held after working hours.

C.) The Union shall be entitled to one (1) full-time Union representative.

D.) The Union representative provided for in this Article shall have been in the regular employ of the Company, or on an approved leave of absence, for at least one (1) year immediately preceding their designation to such position, unless a worker of at least one year's service is not available.

E.) The Union representative shall have the authority to adjust grievances on the Union's behalf and to administer the contract. The Union representative shall not have authority to represent or speak for Company on any matter. The Union representative shall not be paid for time spent in arbitration proceedings.

F.) The Union shall designate an alternate among workers who shall act in the place of the regular Union representative if he is unable to perform his duties. The Union will furnish Company with the name of the Union representative and his alternate.

G.) The Union representative shall be deemed to be an active worker of the Company for the purpose of applying all benefit programs provided for under this Agreement, and it is agreed that such worker shall be covered by all other terms of this Agreement.

H.) The Company shall not interfere with or hinder any Union representative in the performance of his or her duties. The Union representative shall not unnecessarily interfere with the Company's operation or the direction of the work force by the supervisors.

ARTICLE 46 - INJURY ON THE JOB

Whenever a worker is injured on the job and is unable to work for ten (10) consecutive workdays as a result of such injury, the Company agrees to compensate loss of time up to three (3) full days' wages or average earnings for days and hours of disability not covered by Workmen's Compensation; provided, however, a worker who is injured on the job shall be compensated for what he would have earned for the balance of the day of the injury.

ARTICLE 47 - DURATION OF AGREEMENT

This Agreement shall be in full force and effect from September 1, 1984 to and including August 31, 1987. This Agreement shall automatically renew itself upon expiration of this Agreement unless either of the parties shall have given notice in writing to the other party sixty (60) days prior to the expiration, requesting negotiations for a new Agreement together with thirty (30) days prior written notice to the State Conciliation Service. During this sixty

(60) day period all terms and conditions of this contract shall remain in full force and effect.

This Agreement and Supplemental Agreements attached hereto are executed this 23rd day of July, 1985.

FOR THE COMPANY:

MANN PACKING COMPANY, INC.

BY:

Donald G. Mucci

FOR THE UNION:

UNITED FARM WORKERS OF
AMERICA, AFL-CIO

BY:

James Chavez
Arthur Perez
Ramiro Perez
Emanuel V. Quint
Hilario Alcora
Angelica Alcora

APPENDIX A - WAGES

| | EFFECTIVE 9/1/84 | EFFECTIVE 9/1/85 | EFFECTIVE 9/1/86 |
|--|---------------------|---------------------|---------------------|
| Tractor A | \$ 8.17 | \$ 8.27 | \$ 8.42 |
| Tractor B | \$ 8.00 | \$ 8.10 | \$ 8.25 |
| Water Truck | \$ 8.00 | \$ 8.10 | \$ 8.25 |
| Thin & Hoe | \$ 7.10 | \$ 7.20 | \$ 7.35 |
| General Labor & Hourly Broccoli Harvest | \$ 7.10 | \$ 7.20 | \$ 7.35 |
| Irrigator | \$ 7.20 | \$ 7.30 | \$ 7.45 |
| Mechanic (Regular) | \$11.90 | \$12.00 | \$12.15 |
| Mechanic (Probation) 30-day period | \$ 9.90 | \$10.00 | \$10.25 |

| <u>Broccoli Harvest (Per Bin)</u> | <u>DATE OF SIGNING</u> | EFFECTIVE 9/1/85 | EFFECTIVE 9/1/86 |
|-----------------------------------|----------------------------|---------------------|---------------------|
| 4 bins/acre or more | \$ 9.75+45¢/hr | \$ 9.85+45¢/hr | \$10.00+45¢/hr |
| Less than 4 bins/acre | \$10.98+45¢/hr | \$11.08+45¢/hr | \$11.23+45¢/hr |
| Less than 3 bins/acre | \$12.40+45¢/hr | \$12.50+45¢/hr | \$12.65+45¢/hr |
| Less than 2 bins/acre | \$17.02+45¢/hr | \$17.12+45¢/hr | \$17.27+45¢/hr |
| Less than 1 bin/acre | \$24.28+45¢/hr | \$24.38+45¢/hr | \$24.53+45¢/hr |
| Shoot Harvest | \$30.33+45¢/hr | \$30.43+45¢/hr | \$30.58+45¢/hr |

Special Provisions (Broccoli Harvest)

1.) Each harvest crew shall consist of twenty-seven (27) cutters and one stacker. A leafpuller may be added to the crew at the Company's discretion.

2.) The crew foreman will take the place of the helper whenever it is necessary.

3.) The position of stacker shall be rotated each week on a voluntary basis. The position of leafpuller, when a leafpuller is assigned by the Company, shall be rotated on a voluntary basis as

frequently as determined by the crew.

4.) The piece-rate shall be divided among the cutters and the stacker in each crew. The leafpuller, when a leafpuller is assigned by the Company, shall be paid separately an amount equal to the earnings of a cutter in his crew.

5.) A premium of five percent (5%) above the regular rate shall be paid to all workers when required to work in fields which are so wet and/or muddy that extra machinery is needed to pull the harvester through the field.

6.) Harvesting workers shall be guaranteed a minimum payment of one (1) bin per acre when the yield is less than one (1) bin per acre.

7.) The above rates apply to a bin fully filled with broccoli showing a full six (6) inch crown above the rim when under the machine.

JOB DESCRIPTIONS

1.) Cutters: Cutters cut, strip, and load in 4' x 4' bins. Where difference capacity containers are used, rates shall be adjusted proportionately.

2.) Stacker: The stacker rides on the Hi-Jo or trailer and aids in the filling of the broccoli bins.

3.) Leafpuller: The leafpuller rides on the harvesting machine and strips excess leaves and discards poor quality, over mature, and discolored broccoli from the belt.

4.) Tractor Operator "A": Precision planting, precision application of agricultural chemicals, precision border driving, motor grading in building roads and building ditches, listing and operation of D-5 or larger-sized caterpillars. An employee so classified shall receive the rate of the classification for all time worked, including time, if any, in a classification carrying a lesser rate of pay. Operator may be required to make minor equipment adjustments and routine maintenance on equipment.

5.) Tractor Operator "B": Includes all other tractor operations and equipment operators except for those activities listed in classification Tractor Operator "A" or other equipment operator classifications. When an employee is required to perform any task covered by a higher rated job, except for minor equipment adjustments and routine maintenance, during the course of a workday, he shall be paid at the rate of the higher rated job, for the time worked on such job on such day.

6.) Water Truck Driver: Classification covers driving of truck equipped with a permanently mounted water tank; driver as directed will water dirt roads on the ranch; may entail driving on public highways.

7.) Irrigator: Installs, moves, and services the appropriate irrigation systems for the distribution of water to the farming operations as directed by the Company.

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

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

SUPPLEMENTAL AGREEMENT #1

A.) Broccoli Harvest

1.) Basket Harvest: There shall be no harvesting with baskets.

2.) Rest Periods: The fifteen (15) minute rest period shall be taken between 8:00 o'clock a.m. and 9:00 o'clock a.m. at a time agreed to by the crew foreman and the crew representative.

3.) Notice of Lay-off: The Company shall continue to give notice to the crew approximately two (2) weeks in advance of seasonal lay-offs.

4.) Rotation of Fields: The Company shall rotate crews in good and bad fields in order to provide approximately equal earning opportunities.

5.) Work After Dark: When crews start at approximately normal time, the Company will not require the crews to work after dark, except by agreement of the crews.

6.) Daily Count: The foreman shall give the worker designated by the crew a daily count of (a) the acres harvested and acres in the field; (b) the bins harvested; (c) the rate per bin; and (d) the hours worked.

7.) Catwalk: A catwalk shall be provided on each Hi-Jo.

8.) Curtains: The backboards or "curtains" shall be kept in good operating condition at all times.

B.) Mechanics

1.) The Company shall continue to pay the lunch break at the regular hourly rate.

2.) The Company shall continue to pay July 4th as a paid holiday, work performed on Memorial Day, Washington's Birthday, and Veterans Day shall be compensated at one and one-half (1½) times the regular hourly rate of pay.

3.) The Company shall continue to provide the following in accordance with Article 14, Health and Safety; (a) coveralls (acid treated) and caps; (b) welding gloves (both long and short); safety glasses (shielded); and welding jackets (leather). The Company shall replace any worn or broken hand tools. The Company shall provide insurance for mechanics' tools used on the job.

4.) The Company shall continue to contribute to the Profit Sharing Plan and to provide separate health insurance (either Blue Cross or Driver's Plan) for all seniority mechanics hired prior to the effective date of the 1979 Agreement. The provisions of Articles 30 and 31 herein shall not apply to such seniority mechanics.

5.) All mechanics hired after the effective date of the 1979 Agreement shall be hired pursuant to Articles 3 and 4 herein and shall be covered by all terms and conditions of this Agreement; provided, however, the probationary period described in Article 8, Paragraph A, for a new non-seniority worker shall be thirty (30) days.

C.) Irrigators

1.) The Company shall continue to pay the one-half (½) hour lunch break.

2.) The Company shall continue to provide boots and rain gear, including pants and jackets, in accordance with

Article 14, Health and Safety.

3.) Upon acceptance of the "night" irrigator job by an employee, that employee cannot be "bumped" from that job regardless of the seniority of any other employee.

D.) Tractor Drivers

1.) The Company shall continue to pay the one-half ($\frac{1}{2}$) hour lunch break at the regular rate.

2.) The Company shall continue to provide each tractor driver with a copy of his time card.

3.) It is agreed and understood between the parties that the Company will continue to pay a monthly allowance of ninety dollars (\$90.00) for housing to the tractor drivers presently receiving such allowance. It is further agreed that the Company shall continue to pay the yearly bonus to the tractor drivers presently receiving such bonus. It is understood that new hires will not qualify for either the monthly housing allowance or the annual bonus.

E.) Thin and Hoe

1.) The Company shall pay the one-half ($\frac{1}{2}$) hour lunch period.

SUPPLEMENTAL AGREEMENT NO. 2

SENIORITY

TABLE OF CONTENTS

| | <u>Page #</u> |
|--|---------------|
| INTRODUCTION | 1 |
| A. DEFINITIONS OF SENIORITY | 1 |
| B. HOW TO ADMINISTER SENIORITY LISTS | 2 |
| 1. DISPUTES | 3 |
| 2. WORKERS HIRED AFTER THE EFFECTIVE DATE OF THIS AGREEMENT | 4 |
| 3. FIRST LISTS | 4 |
| C. HOW TO RECALL SENIORITY WORKERS | 4 |
| D. THE ORDER OF RECALL OF SENIORITY WORKERS | 7 |
| E. HOW TO FORM CREWS | 7 |
| 1. WORKERS WITH SERVICE IN MORE THAN ONE CLASSIFICATION | 8 |
| F. ASSIGNMENT OF WORK | 10 |
| 1. BAD AND LOW YIELD FIELDS | 10 |
| 2. IRRIGATION WORK | 10 |
| 3. TRACTOR WORK | 11 |
| 4. PREFERENCE FOR CROP OPERATIONS | 11 |
| 5. OVERTIME AND HOLIDAY WORK | 12 |
| 6. OTHER WORK PREFERENCES | 12 |
| G. WORK OPPORTUNITIES | 12 |
| 1. POSTING PROCEDURE AND WAITING LISTS | 14 |
| H. HOW TO FILL TEMPORARY VACANCIES | 16 |
| I. HOW TO FILL PERMANENT VACANCIES | 17 |
| J. RIGHTS OF A WORKER WHO CHANGES JOB CLASSIFICATION | 18 |
| K. THE ORDER OF LAYOFF OF SENIORITY WORKERS | 20 |
| 1. LAYOFFS OUT OF SENIORITY ORDER | 21 |
| 2. OFF-SEASON WORK | 21 |
| L. STUDENTS | 22 |
| M. PENSIONED WORKERS (TENTATIVE) | 22 |
| N. INJURED WORKERS | 23 |

INTRODUCTION

The Seniority system agreed to herein represents a mutual effort by the Company and the United Farm Workers of America, AFL-CIO, to develop a system that:

- (1) Gives maximum value and desirability to the attainment and protection of seniority status within the Company; thereby promoting stability and responsibility;
- (2) Gives maximum opportunity to the worker with greater length of service to the Company to be secure in his job, to earn a stable income, to qualify for Contract benefits, and to improve his income and/or job satisfaction through promotions; and,
- (3) Ends the remnants of management favoritism and arbitrariness, and eliminates the worker's casual attitude towards his job: problems which have carried over from the days prior to unionization and the establishment of a collective bargaining relationship.

Furthermore, in recognition of the nature of agricultural operations which requires a common sense and flexible approach to unforeseen situations, the Company and the Union agree to use the specific provisions of this Agreement and the spirit in which they were developed as a guideline in the resolution of any such problems related to the seniority system which may arise during the term of this Agreement.

A.) DEFINITIONS OF SENIORITY

The seniority system set forth herein encompasses the principles of (1) Company seniority; (2) Area seniority; and (3) Classification seniority.

(1) Company seniority is defined as a worker's total length of continuous service with the Company beginning from his original date of hire or re-hire.

(2) Area seniority is defined as a worker's total length of continuous service in any area of the Company's operations which has been designated as a separate seniority area, beginning from his date of entry into the area.

(3) Classification seniority is defined as a worker's total length of continuous service in any area of the Company's operations which has been designated as a separate classification for purposes of acquiring and losing seniority, beginning from his date of entry into the classification.

Seniority shall be acquired and lost in each classification and/or area independently of all other classifications and/or areas. A break in seniority in one classification and/or area shall not constitute a break in Company seniority, nor a break in another classification and/or area where the worker has acquired seniority until seniority is broken in that classification and/or area, except for just cause. A worker shall maintain his Company seniority until all classification seniority has been broken in all areas.

Each Company shall maintain the appropriate classification and area or Company-wide seniority lists specified in the attached Company "Appendices", as well as a Master List of all workers in order of Company seniority date.

B.) HOW TO ADMINISTER SENIORITY LISTS

The Company shall maintain a Master List of all workers which includes the worker's name, Social Security Number, and

original date of hire or re-hire. The Company shall submit an up-dated Master List to the address designated by the Union, each three (3) months.

The Company shall maintain all seniority lists by classification in order of seniority within the classification, and by area for each classification for which separate area seniority has been established. All seniority lists shall include the worker's name, Social Security Number, classification seniority date, area seniority date (where applicable), and Company seniority date.

For those classifications of work which operate on a year-round basis, a seniority list by area (where applicable) shall be prepared, submitted to the appropriate local Union office, and posted on all Company bulletin boards in the area where the classification works, each three (3) months.

For those classifications which work on a seasonal basis, a seniority list by area (where applicable) shall be prepared, submitted to the appropriate local Union office, and posted on all Company bulletin boards in the area where the classification is scheduled to begin work, at least two (2) weeks before the classification begins work, again at the middle of the season during which the classification is at work, and again one (1) week before the classification is laid off at the end of the season.

1.) DISPUTES

If a question arises concerning the accuracy of the lists, the Union and the Company shall attempt to resolve the dispute as expeditiously as possible, in accordance with the Grievance and

Arbitration Procedure set forth herein. Disputes which are not resolved in Step Two of the Grievance and Arbitration Procedure, shall be submitted to Expedited Arbitration. The Company's financial liability for any inaccuracies in the seniority lists shall run from the date on which a worker notifies the Company that he challenges the accuracy of the list; provided, however, that the lists have been prepared, posted and sent to the Union in accordance with the time periods specified herein.

2.) WORKERS HIRED AFTER THE EFFECTIVE DATE OF THIS AGREEMENT

The seniority order for workers hired into a classification on the same day after the effective date of this Agreement, shall be established on the basis of Social Security Number, with the worker having the lowest last four digits of his Social Security Number being placed in the highest seniority position on the classification seniority list.

3.) FIRST LISTS

The Company shall provide the Union with the seniority lists for all classifications on an area or Company-wide basis as specified in Appendices "a" through "o", by September 30, 1979, and, thereafter, in accordance with the time limits specified above. The seniority date of any worker which has been grieved in the past and either lost or withdrawn shall be barred from future grievance claims after the signing of this Agreement.

C.) HOW TO RECALL SENIORITY WORKERS

For purposes of recalling seniority workers to work from layoff, the Company shall use the following procedure:

(1) The Company shall give each worker in writing at the time of layoff, the approximate date when he will be re-employed.

(2) The Company shall request and the worker shall supply at the time of layoff, the exact address where he wishes to receive a written notice of recall; and thereafter, the worker shall be responsible for notifying the Company in writing of any change in such address.

(3) Approximately two (2) weeks before the classification on layoff is scheduled to begin work, the Company shall send by first class mail, a postcard or letter to the address supplied by each worker on layoff within the classification, advising him of the estimated date on which his classification will begin work. The Company shall send such written notice of recall to the number of workers within the classification it estimates it will need to employ on the date specified on the recall notice, beginning in order of highest seniority within the classification. The postcard or letter shall advise the worker that the exact date on which work will begin may be obtained by phoning the Company office at _____, or by phoning the Union office at _____; or by checking the Company and/or Union bulletin boards located at _____, or other locations agreed to by the Company and the Union. The postcard or letter shall further advise the worker that if he is unable to report to work on the date specified, he should inform BOTH the Company at _____ (address) _____, and the Union at _____ (address) _____, in writing; and that his failure to report or to advise may result in his loss of seniority in accordance with Article 4 of the Collective Bargaining Agreement between the Company and the Union.

(4) The Company shall provide the Union, in writing, the names, Social Security numbers, and job classifications of all workers to whom recall notices were sent.

(5) The Company shall notify the Union of the exact starting date of the work as soon as possible in advance, but no less than twenty-four (24) hours in advance of the exact date on which work is scheduled to begin.

(6) The Company shall post written notice at the locations agreed to between the Company and the Union, of the exact starting date of the work as soon as possible in advance, but no less than twenty-four (24) hours in advance of the exact date on which work is scheduled to begin.

(7) The Company shall make available to the Union, at the Union's request, any notices of recall that have been returned with Postal Office notice of non-delivery; and, further, will make available to the Union, upon request, any written explanation received from a worker related to his failure to report or delay in reporting on the date specified.

(8) During the operating season, when a layoff occurs within a classification of work that is temporary and the worker has been given a specific "report back" date, no written notice of recall shall be required.

(9) The Company and the Union may agree to other methods of recall notification in addition to those specified herein.

D.) THE ORDER OF RECALL OF SENIORITY WORKERS

The Company shall recall workers to work from layoff in order of the highest seniority within the classification being recalled, within the appropriate area of operations if separate

area seniority has been established for the classification being recalled.

E.) HOW TO FORM CREWS

In those operations within the Company for which the workforce is organized into crews, the crews shall be formed on the basis of highest seniority within the appropriate classifications related to the operation.

EXAMPLE #1: LETTUCE GROUND CREWS

Company X intends to operate three (3) lettuce ground crews. The seniority list for the cutter-packer classification includes one hundred (100) workers in order of their seniority within the classification; the seniority list for the closer classification includes ten (10) workers in order of their seniority within the classification; the seniority list for the loader classification includes ten (10) workers in order of their seniority within the loader classification; and, the seniority list for the waterboy classification includes eight (8) workers in order of their seniority within the classification.

The Company would, therefore, assign the top twenty-seven cutter-packers (#1-27), the top three seniority closers (#1-3), the top three seniority loaders (#1-3), and the top two seniority waterboys (#1-2) to CREW #1; the next twenty-seven highest seniority cutter-packers (#29-54), the next three highest seniority closers (#4-6) and loaders (#4-6) and the next two highest seniority waterboys (#3-4) to CREW #2; and, the next twenty-seven highest seniority cutter-packers (#55-81), the next three highest seniority closers (#7-9) and loaders (#7-9), and the next two highest seniority waterboys (#5-6) to CREW #3;

The remaining nineteen low seniority cutter-packers (#82-100), one closer (#10), one loader (#10), and two waterboys (#7-8) would continue on layoff status and would be recalled and assigned to the lowest seniority crew as vacancies open up in their respective classifications.

This same procedure shall apply in the formation of lettuce wrap machine crews, celery crews, broccoli crews, cauliflower crews, transplant crews, thin and hoe crews, and any other operations within the Company for which the workforce is organized into crews, with the appropriate classifications related to the operation being recalled and assigned to their crews on the same basis as described above for lettuce ground crews.

1.) WORKERS WITH SERVICE IN MORE THAN ONE CLASSIFICATION

Any crew re-organization required by the seniority provisions contained in this Section D, shall be made on the effective date of this Agreement.

Any worker who has years of service with the Company in more than one classification related to the same crop operation, may choose to assert the years of service in his former classification for purposes of his crew assignment; and shall retain his years of service in the other classification for purposes of future recall to that classification in the event an additional crew is established or a vacancy is created in an existing crew.

In the event a worker chooses to assert the seniority of his former classification for purposes of crew assignment, his actual years of service within the classification shall be counted for

purposes of his placement on the seniority list within that classification; and, his total years of service in the other classification shall apply for purposes of determining his future recall rights to that classification. The worker's Company seniority shall continue to accrue and be counted for all other purposes, such as vacation benefits and future promotions.

EXAMPLE #2:

WORKER WITH YEARS OF SERVICE AS CUTTER AND LOADER

Company X from EXAMPLE #1 above has announced its intention to operate three (3) lettuce ground crews. Loader #10 in EXAMPLE #1 is the lowest seniority loader within the loader classification, and, therefore, does not have sufficient seniority as a loader to secure an assignment to any of the three ground crews. Loader #10, however, had worked for the Company as a cutter-packer for six (6) years prior to filling a job vacancy as a loader. He has worked as a loader for only one (1) year.

Loader #10 has the option of either (1) asserting his six years of service as a cutter-packer for purposes of assignment to a higher seniority crew as a CUTTER-PACKER; or, (2) continuing on layoff status within his classification as a loader until a vacancy is created. If Loader #10 chooses the first option, he shall be assigned to his crew as a cutter-packer on the basis of six years seniority within the cutter-packer classification; and shall retain his one year seniority within the loader classification for purposes of future recall.

F.) ASSIGNMENT OF WORK

Using the appropriate "normal work day" and "normal work week" for each classification or crop operation as specified in

Article 19 herein, as a guideline, the Company shall call to work the necessary number of workers or crews to meet the work requirements on any given day. Where more than one (1) crew is needed to meet the Company's work requirements on any given day, the available work shall be distributed equally between or among the crews called.

1.) BAD AND LOW YIELD FIELDS

The assignment of piece-rate crews to work in bad fields or low yield fields shall be made on a rotating basis between or among the crews called to work. If a higher seniority crew is assigned to a field which is condemned by an Inspector, and the Company does not have another field available for harvesting, the crew shall be guaranteed four (4) hours of pay, but shall not be entitled to bump a lower seniority crew harvesting in another field.

2.) IRRIGATION WORK

The opportunity to perform furrow irrigation work, as well as the opportunities to drive the tractor or truck for hauling sprinkler pipe and to drive any Company pick-ups available to the irrigators, shall be offered on the basis of highest seniority within the irrigator classification. The decision to accept such work opportunities shall be voluntary.

The opportunity to work hours in excess of the "normal work day" and "normal work week", whether or not an overtime premium is paid for such hours, shall be offered on the basis of highest seniority within the irrigator classification.

3.) TRACTOR WORK

The assignment of tracklayer, mulching and sorghum work shall be made on the basis of lowest seniority within the tractor driver classification.

4.) PREFERENCE FOR CROP OPERATIONS

Where the same workers perform more than one job or crop operation within the Company and only one seniority list is maintained for such operations, the highest seniority workers shall be assigned to the preferred job(s) or crop operations(s) as designated within each Company, on any given day when the Company had work requirements in more than one job or crop operation.

EXAMPLE #3: ONE SENIORITY LIST MAINTAINED FOR BROCCOLI AND CAULIFLOWER HARVESTING OPERATIONS

Company Y maintains one seniority list for its broccoli and cauliflower harvesting operations. The broccoli harvesting operation in Company Y has been designated as the preferred crop operation for purposes of making work assignments by seniority. On day one, the Company needs one broccoli crew and one cauliflower crew. The Company would assign the highest seniority workers or crew to the broccoli harvesting operation. On day two, the Company is shut down in the broccoli harvest and needs two cauliflower crews. The Company would assign the highest seniority workers or crew to the cauliflower harvesting operation.

5.) OVERTIME AND HOLIDAY WORK

The opportunity to work overtime and on holidays, when the Company requires such work, shall be offered in order of highest

seniority within the classification which the Company requires to work.

6.) OTHER WORK PREFERENCES

The Appendices included herein may specify additional work preferences within a particular job or crop operation performed by the Company. See, for example, Appendix "d", Mann Packing Mechanics. Additional preferences for certain Companies are still pending.

G.) WORK OPPORTUNITIES

In order to avail himself of the work opportunities which may arise within the Company, a worker may make one or more of the following moves:

(1) An upward move out of one job or crop operation into another. For example, an irrigator fills a vacancy as a tractor driver; or a tractor driver fills a vacancy as a shop mechanic.

(2) An upward move within the job or crop operation in which he has acquired seniority. For example, a cauliflower cutter fills a vacancy as a trailer puller in the cauliflower harvest; a lettuce cutter-packer fills a vacancy as a loader; a shop mechanic at Mann Packing fills a vacancy as a transplant machine operator; a sprinkler irrigator fills a vacancy as a furrow irrigator; or a broccoli cutter at Veg-Pak fills a vacancy as a Field Serviceman.

(3) A lateral move out of one job or crop operation into another. For example, a cauliflower cutter working by the hour fills a vacancy as a broccoli cutter working by piece-rate; a thin and hoe worker fills a vacancy in the transplant crew or in a lettuce wrap machine crew; a lettuce cutter-packer fills a

vacancy as an anise cutter; a spinach cutter-packer fills a vacancy as a mixed lettuce cutter-packer; a thin and hoe worker fills a vacancy as a waterboy in a lettuce ground crew; or a lettuce wrap machine cutter fills a vacancy as a lettuce ground crew cutter-packer. Once a worker has made a lateral move out of one job or crop operation into another and has acquired seniority in the new job or crop operation, he would be eligible for first preference in making the upward moves within a job or crop operation as described in (2) above. A worker may make a lateral move while he is actively employed within another job or crop operation within the Company or while he is on layoff status in his own job classification.

(4) A move made to establish seniority in a job or crop operation in an area of the Company's operations where the worker does not have seniority. For example, a lettuce ground crew closer with area seniority only in Salinas fills a vacancy as a lettuce cutter-packer in the Imperial Valley operation; or a celery loader with area seniority only in Oxnard fills a vacancy as a celery cutter in Salinas. (PENDING: The order of preference for filling vacancies in those companies where separate seniority areas have been established.

1.) POSTING PROCEDURE AND WAITING LISTS

A.) The specific procedure for posting and filling a permanent vacancy in an hours paid job with a rate higher than general labor, as in the examples described in (1) on page 16., is set forth in Article 4 of this Agreement. The first preference for bidding on vacancies in the mechanic, tractor driver, and irrigator classifications shall be given to workers

within those classifications before the bidding is open Company-wide.

B.) The opportunity to fill a permanent vacancy within a job or crop operation, as in the examples described in (2) on page 16., shall be offered on the basis of highest seniority within the job or crop operation where the vacancy exists; and the posting procedure set forth in Article 4 of this Agreement shall apply in filling the vacancy.

C.) The opportunity to fill a permanent vacancy within a job or crop operation or area, as in the examples described in (3) on page 16. and in (4) on page 17., shall be offered to the highest seniority worker in the Company who indicates his desire to make such a lateral or change of area move. For this purpose, and also for the purpose of extending the job promotion opportunities described in (1) on page 16. to the entire workforce, the Company shall maintain waiting lists for each job and crop operation within the Company and for each area of Company operations, if separate seniority areas have been designated. Any worker desiring consideration for a job vacancy which might arise within the Company may sign his name, Social Security number, current job classification, and Company seniority date, on the appropriate waiting list. If a worker is on layoff status when he signs a waiting list, he shall provide the Company with a means of communicating with him when a vacancy arises. If a vacancy arises within a job or crop operation, and the procedures for filling a vacancy within a job or crop operation as set forth in A. and B. above have been exhausted, the opportunity to fill such a vacancy shall be given to the

worker with the highest Company seniority who signed the waiting list. Such worker shall be given three (3) work days from the time of notification to report to work if on layoff at the time the vacancy arises; and two (2) work days from the time of notification to report to work if working in another classification within the Company at the time the vacancy arises.

On the first day of each month, and whenever requested, the Company shall provide the Union with an up-dated copy of any waiting lists for a job, crop operation or area, on which workers have signed their names; and the Company shall provide the Union Steward in the job or crop operation for which workers have applied, with an updated copy of the applicable waiting list whenever new signatures are added. The Union and the appropriate Union Steward shall be notified in advance whenever the Company intends to hire from a waiting list.

EXAMPLE #4: WAITING LIST FOR LETTUCE GROUND CREWS

Company Z maintains a waiting list for its lettuce ground crews. Worker A is a lettuce wrap machine loader who signed the waiting list for both the cutter-packer and loader classifications in the lettuce ground crews; and Worker B is a cauliflower cutter who signed the waiting list for the cutter-packer classification in the lettuce ground crews.

Worker A has a Company seniority date of May 1, 1976, and signed the waiting list on December 1, 1978. Worker B has a Company seniority date of January 15, 1978, and signed the waiting list on November 10, 1978. Company Z has a vacancy for a loader and a vacancy for a cutter-packer, both in Ground Crew #3. Worker A would be given the opportunity to fill the vacancy as a

loader ONLY if the vacancy could not be filled by any lettuce ground crew seniority worker. Assuming the loader vacancy is filled from within the lettuce ground crews, then Worker A would be given the opportunity to fill the vacancy as a cutter-packer because Worker A has greater Company seniority than Worker B, even though Worker B signed the waiting list before Worker A.

D.) The Company shall post on all Company bulletin boards and shall provide the Union with the name(s) of any worker(s) who has successfully bid a job or crop operation or area vacancy, whether through the posting or waiting list procedure.

H.) HOW TO FILL TEMPORARY VACANCIES

When a temporary vacancy arises in a job classification due to a worker's short-term absence, the opportunity to fill the vacancy shall be offered on the basis of highest seniority within the job crop operation where the vacancy exists. For example, the opportunity to fill a temporary vacancy in the classification of cauliflower trailer puller shall be offered to the cauliflower cutters in order of highest seniority; or, the opportunity to fill a temporary vacancy as a lettuce ground crew loader shall be offered on the basis of highest seniority worker in the lettuce ground crew where the vacancy exists. Once the opportunity to fill a temporary vacancy has been offered to all seniority workers within the job or crop operation where the vacancy exists, the worker who avails himself of the opportunity to fill the temporary vacancy shall attain the status of "alternate" for the job classification temporarily filled, and shall have the first opportunity to fill the same job vacancy on a temporary basis in the future. If the opportunity to attain the status of

an "alternate" for a job classification is offered at a time when not all the seniority workers within the job or crop operation to which the vacancy relates are working or advised of the opportunity, the "alternate's" position must remain temporary until the opportunity has been offered to such additional seniority workers.

A worker who fills a vacancy temporarily shall not lose his seniority in his regular classification, and shall not establish a seniority date within the classification to which he is assigned temporarily unless and until the vacancy becomes permanent.

I.) HOW TO FILL PERMANENT VACANCIES

When a permanent vacancy arises in a job classification, the posting and waiting list procedures described on pages 17. through 19. shall apply. If a permanent vacancy arises in a job classification for which there is an "alternate" who has filled the vacancy on a temporary basis in the past, as described in H. above, the alternate shall have the first opportunity to fill the permanent vacancy; and, if there is more than one alternate for the job classification in which the vacancy exists, the alternate with greater length of service as an "alternate" in this job classification shall have the first preference to fill the permanent vacancy.

EXAMPLE #5: PERMANENT VACANCY FOR LETTUCE GROUND CREW CLOSER

Company X operates three lettuce ground crews. A permanent vacancy for a loader arises in Ground Crew #1. The highest seniority closer from Crew #2 moves to Crew #1, and the highest

seniority closer from Crew #3 moves to Crew #2, thereby creating a permanent vacancy for a closer in Crew #3. Each of the three ground crews has an "alternate" closer. The alternate in Crew #1 has a Company seniority date of 1970, and has been an alternate closer for 3 years; the alternate in Crew #2 has a Company seniority date of 1974, and has been a alternate closer for 4 years; and the alternate in Crew #3 has a Company seniority date of 1976, and has been a alternate closer for 2 years. The alternate closer from Crew #2 is assigned to first preference because he has the greatest length of service as an alternate closer even though he had less Company seniority than the alternate closer in Crew #1.

J.) RIGHTS OF A WORKER WHO CHANGES JOB CLASSIFICATION

A worker who accepts a promotion upward and out of his job or crop operation--as in the example of an irrigator who fills a permanent vacancy as a tractor driver; or a worker who makes a lateral move from one job or crop operation into another, as in the example of the hourly cauliflower cutter who fills a permanent vacancy as a piece-rate broccoli cutter--shall establish a date of entry seniority in the new classification to which he moves, and shall maintain his seniority in his former classification for a period of four (4) weeks. If during this four (4) week period, the worker is unable to perform the work required in the new classification or does not want to continue in the new classification, he may return to his former classification with his full classification seniority.

Whether a worker chooses to remain in the new job classification where he has filled a permanent vacancy and

established a new classification seniority date, or chooses to return to his former classification with his full classification seniority, he retains his Company seniority date for all other purposes, such as vacation eligibility and future work opportunities within the Company.

A worker who accepts a promotion upward within the job or crop operation in which he has acquired seniority in order to fill a permanent vacancy in a classification within his job or crop operation--as in the example of the lettuce cutter-packer who fills a permanent vacancy as a loader or the cauliflower cutter who fills a permanent vacancy as a trailer puller--shall establish a date of entry seniority in the new classification and shall maintain his seniority in his former classification.

(PENDING: The effect of maintenance of seniority in more than one classification (1) at the start of the season; (2) in the event of a layoff during the season; and (3) at the end of the season.)

A worker who fills a temporary or permanent vacancy in a job or crop operation while on layoff from the job or crop operation in which he has acquired seniority--as in the example of the lettuce cutter-packer who fills a permanent vacancy as a celery cutter--shall establish a date of entry seniority in the classification in which he is filling a vacancy; and shall maintain his recall rights in the job classification in which he has acquired seniority when work begins or increases in that classification. A worker may choose to remain in the new classification in which he is filling a permanent vacancy, and not respond to the recall in his former classification; and, in

this case, he would continue to accrue seniority in the new classification beginning from his date of entry and would lose his seniority in his former classification. The worker, however, would retain his Company seniority date for all other purposes, such as vacation qualification and future work opportunities within the Company.

(PENDING: The options of a worker in the event of a permanent elimination of this job classification within his area or in the event of a permanent elimination of his area, in those cases where the worker displaced has years of service in another job classification within the Company, and in those cases where the worker displaced has only his years of service within the classification being reduced or permanently eliminated.)

K.) THE ORDER OF LAYOFF OF SENIORITY WORKERS

The Company shall layoff workers in order of their lowest seniority within the classification being laid off. In those operations within the Company for which the workforce is organized into crews, the Company shall layoff the lowest seniority crew when the workforce is being reduced.

1.) LAYOFFS OUT OF SENIORITY ORDER

In those job or crop operations which work on a year-round basis, requests by higher seniority workers to be laid off out of seniority order for the purpose of taking a vacation or rest shall be honored, and lower seniority workers shall remain working. If more workers request a layoff out of seniority order than can be spared by the Company, requests shall be honored in order of highest seniority within the job or crop operation. Requests for layoff out of seniority order for the purpose of

working in another Company or in another classification within the same Company shall not be honored unless the request is agreed to by all the seniority workers within the job or crop operation from which the worker is requesting to be laid off.

2.) OFF SEASON WORK

When the Company lays off workers at the end of the season in a job classification that occasionally requires the calling in of workers for one or two days of work during the off-season, the Company shall determine at the time of layoff which workers within the classification will remain in the area and be available for such short periods of work. The Company shall make known to all workers in the classification the purpose for such inquiry. If such an occasion arises, the Company shall recall the workers in highest seniority order within the classification who indicated their availability. If no worker within the classification is available for such a short period of work during the off-season, the Company shall obtain temporary workers either through its internal Company waiting list procedure or through the Union hiring hall; and the seniority of workers within the classification in which off-season work is required shall not be affected.

(PENDING: The rights of a lower seniority worker who does work in his job or crop operation while higher seniority workers within the job or crop operation are on layoff under the circumstances described in either 1. or 2. above.)

L.) STUDENTS

Students who are employed by the Company on a temporary basis shall be placed on a part-time workers' seniority list and

shall be called to work only after all seniority workers within the classification in which they have worked on a temporary basis in the past, are working; and only after all seniority workers within the Company have been allowed to avail themselves of all work opportunities within the Company in accordance with the procedures described above. No student shall be employed where it results in the displacement of, or failure to recall any seniority worker within the Company.

M.) PENSIONED WORKERS (TENTATIVE)

A worker who has been pensioned from full-time employment with the Company shall maintain his full seniority rights in the Company and within the classification from which he has been pensioned, and shall be entitled to work the number of hours necessary to earn the income to which he is limited by law.

N.) INJURED WORKERS

A worker who has been injured on the job to the extent that medical care is required, and who has been advised by his doctor that the percentage of his disability would allow only certain types of work to be performed; and if the Company employs workers in the type of job classification(s) that the doctor has recommended are within the worker's capability, such worker shall be entitled to assert his full Company seniority both to enter and to maintain his place within such classification. If more than one job opportunity exists within the Company for which the injured worker is qualified, he shall be assigned to the job classification where the lowest seniority worker in the Company is employed in the event a displacement results.

APPENDIX "a"

MANN PACKING

CLASSIFICATION SENIORITY LISTS

(1) Mechanics

(a) Includes the following separate classifications:

Maintenance Truck Drivers, Service Truck Drivers for Salinas area, Service Truck Driver for outside Salinas, Fabricators, and Shop.

(b) The highest seniority mechanic shall have the first opportunity for assignment as a Maintenance Truck Driver and for assignment to the other classifications specified in (a) above in the same order in which they are written.

(2) Tractor Drivers

(3) Irrigators

(4) Thinners and Hoers

(a) The filer shall be assigned daily on the basis of a voluntary rotation.

(5) Broccoli Harvest

LETTER OF UNDERSTANDING

The parties agree that, upon request by the Union, the Company will make itself available to discuss the Pension Plan.

For the Union:

United Farm Workers of
America, AFL-CIO

Anna Perz
 Emanuel M. Perz
 Hilbert Alvaros
 Angelica Alvaros

For the Company:

Mann Packing Company,
Inc.

Donald C. Mucci

LETTER OF UNDERSTANDING

1.) The Company and the Union agree that any collective bargaining agreement between the Union and E. T. Wall, Inc. in the Coachella Valley for one (1) crew of approximately thirty (30) workers is excluded from the intent of Article 30, paragraph A(2).

2.) In addition, the Union shall provide claims experience or summaries and income per month for the period July 1 to September 1, 1982.

For: United Farm Workers of
America, AFL-CIO

For: Mann Packing Company, Inc.

Passio Pass
Emmanuel N. Buitz
Hilario alcovos
Angelica alcovos

Donald A. Mucci

LETTER OF UNDERSTANDING

The Company and the Union agree that:

1.) Notwithstanding the time limits set forth in Article 5, Grievance and Arbitration, the Union shall have the right, upon notice to the Company, to put a grievance or grievances in abeyance, suspending any applicable time limits to allow for a possible appeal to be processed.

2.) During the time that the grievance is held in abeyance, the Company shall not be held liable for any lost wages or benefits incurred by the employee as a result of the abeyance.

For: United Farm Workers of
America, AFL-CIO

By: Randy Perez
Ernesto N. Buita
Julio Cesar Alvarez
Angelica Lopez

For the Company:
Mann Packing Company, Inc.

By: Donald C. Mucci
