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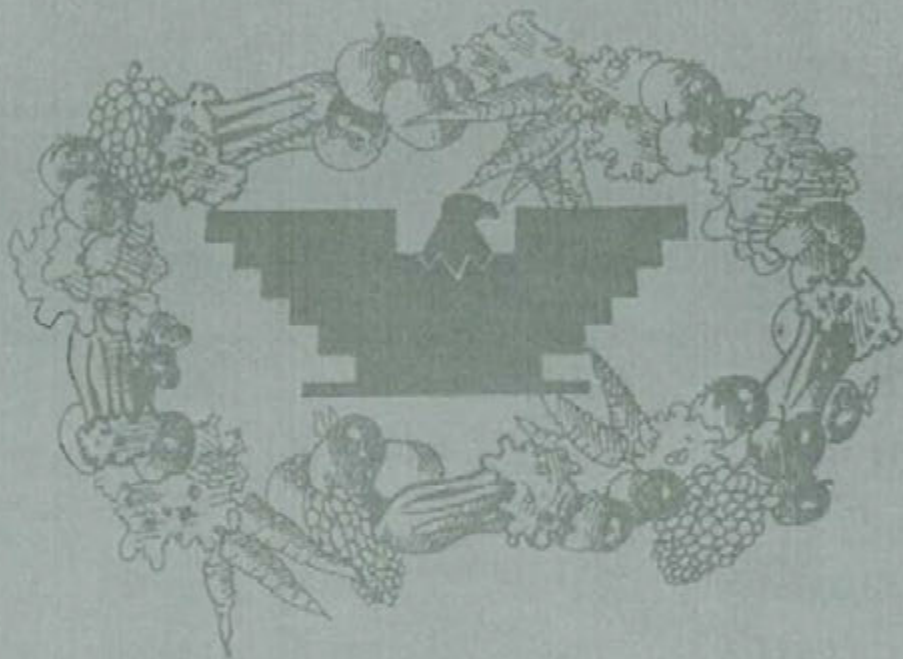
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ALRB

**CONVENIO COLECTIVO  
ENTRE  
MISSAKIAN VINEYARDS**

**Y  
LA UNION DE CAMPESINOS DE AMERICA, AFL-CIO**  
31 de agosto, 1977 - 30 de agosto, 1978



**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
MISSAKIAN VINEYARDS  
AND  
UNITED FARM WORKERS OF AMERICA, AFL-CIO**  
August 31, 1977 - August 30, 1978

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## PARTIES

This Agreement and supplemental Agreements attached hereto are between Missakian Vineyards, hereafter called "the Company" and the United Farm Workers of America, AFL-CIO, hereinafter called "the Union". The Parties agree as follows:

## ARTICLE 1: RECOGNITION

A. The Company does hereby recognize the Union as the sole labor organization representing all of the Company's agricultural employees (hereinafter called "workers") in the unit set forth in Agricultural Labor Relations Board's certification in case number 75-RC-69-F. 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. All agricultural joint ventures, partnerships and any other forms of agricultural business operation by and between Company shall be covered by the terms of this agreement. If Company acquires any additional properties by lease, rent, or management for agricultural purposes, then this Agreement shall apply. This Agreement shall also apply to any agricultural entity which has been formed or financed by the Company.

Finally, no business device, financial arrangement, method of business or business transaction of any kind shall be used to circumvent 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, nor will they promote or finance any labor organization, including any competing labor organization.

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

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

G. Any claim by Union that on-the-job conduct of any non-bargaining unit worker is disrupting harmonious working relations may be treated as a grievance under procedures of this Agreement.

## ARTICLE 2: UNION SECURITY

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

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

C. Company agrees to deduct from each worker's pay initiation fees, all periodic dues, and assessments as required by Union, upon presentation by the Union of individual authorization signed by workers, directing Company to make such deductions. Company shall make such deductions from workers' pay for the payroll period in which it is submitted in advance of the close of the pay period, and periodically thereafter as specified on authorization so long as each authorization is in effect and shall remit monies weekly. The Company shall provide a weekly summary report as soon as possible, but no later than five (5) days following the pay period when the deductions were made, 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 Union will furnish the Company with membership and checkoff cards. If the Company procures workers from "any other source" as provided in Section E of Article 3, the Company will explain the membership and checkoff

arrangements between the Company and the Union at the time of hiring new workers. The Company will be responsible to cause such workers to sign the membership and checkoff cards upon day of hire, but in any event, not later than immediately following five (5) days of the beginning of employment. The Company will immediately give a copy of the checkoff card to the worker, retain a copy for its use pursuant to Section C above, and promptly turn over per arrangement the other copy along with the membership application to the Union area office.

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

### ARTICLE 3: HIRING

A. The Union shall operate and maintain a facility or shall designate a person or persons through which the Company shall secure new or additional workers. The Union will notify Company of the addresses and phone numbers of such facility or persons near the location of the Company.

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 approximately two (2) weeks prior to the date of anticipated need for such workers, notify the facility or persons 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 no later than seventy-two (72) hours prior to the actual date for commencement of the work.

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

E. When workers are requested of the Union, Union shall use its best efforts to furnish the requested number of workers. If the Union does not furnish the requested number of workers on the date requested, the Company shall be free to obtain such workers as are needed and not furnished by the Union from any other source. If the Company secures workers under the

provision of this paragraph, the Company will make available to Union in writing five (5) days thereafter the names, Social Security number, date hired and job classification of all workers so hired, provided however, that the Union shall be entitled, acting on its own, to ascertain such information from such workers at any time after twenty-four (24) hours following the hiring of such workers.

F. When the Company requests workers from the Union facility or designated persons for jobs which require skills or experience (such as tractor driver, 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. Discharge shall be subject to the procedures of Article 7, Discharge.

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

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

#### ARTICLE 4: SENIORITY

A. After a worker has worked for the Company at least fourteen (14) workdays within the preceding ninety (90) calendar days, he or she shall acquire seniority on the fourteenth (14th) day of work retroactive to his or her date of hire.

Whenever a commodity or crop season is less than twenty-eight (28) calendar days, a worker shall acquire seniority provided he or she works one-half ( $\frac{1}{2}$ ) the number of workdays in the season. It is understood that the days prior to acquiring seniority do not establish nor shall be a probationary period. There shall be no layoffs for the purpose of circumventing acquisition of seniority.

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

Seniority will be extended from the date of hire or rehire and seniority shall be broken for the following reasons only:

1. Voluntary quitting
2. Discharge for just cause
3. When layoff fails to report within three (3) workdays after being called unless satisfactory reasons are given to Company and Union.

4. When the worker fails to report to work at the termination of a leave of absence or vacation without an approved extension as per Article 17, 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.

The Company will provide, on a weekly basis a list of workers by name, Social Security number, seniority date, and job classification that broke seniority during the prior week pursuant to this Section.

C. The filling of vacancies, new jobs, making promotions, transfers, lay-offs, recall from layoff or reclassification, shall be on the basis of seniority.

Company agrees to provide on-the-job training for workers in the bargaining unit to fill expected vacancies in such jobs so workers will have the opportunity to learn the necessary skills, trainees to be selected on the basis of seniority with prior notice to the Union before such selection.

D. Whenever a vacancy occurs in a job classification with a higher rate than general labor, such vacancy shall be posted on the Company's bulletin boards. A copy of such posting shall be provided the Ranch Committee. The posting shall be made at least five (5) days before the vacancy is permanently filled. Workers with seniority desiring consideration for the higher rated job will so indicate by signing the posting. The senior worker shall be selected for the vacancy and he or she shall be given a fair opportunity to qualify. If such worker cannot perform the job, he or she shall return to his or her former classification and rate and the Company will then select the next senior worker who had signed the posting and he or she shall be given a fair opportunity to qualify.

E. The Company, when anticipating the recall of seniority workers, shall notify the worker and the Union in writing, not less than two (2) weeks prior to the estimated starting date of the work and the approximate duration thereof. The Company shall then notify the worker when to report for work, allowing reasonable time to report. All such notice 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 14, Section B, apply to the recalled worker.

F. The Company shall notify the Union on a seasonal basis of the recall of seniority workers approximately two (2) weeks prior to reporting for work and on layoffs of seniority workers within five (5) working days of layoff date. In accordance with this Article by giving the worker's name, Social Security number, seniority date, job or commodity classification and date of recall.

G. Beginning with the signing of this Agreement and two (2) weeks to the

start of an operation or each three (3) months thereafter, whichever comes first, the Company shall provide the Union with an up-to-date seniority list showing the names of each worker, his or her seniority date, Social Security number and job classification. The Company shall post such seniority list on the Company's bulletin board as follows:

The seniority lists shall be posted by the Company at the signing of this Agreement and thereafter, at the start of each operation or every three (3) months whichever comes first for a period of two (2) weeks.

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

H. It is understood that Company and the Union may agree in writing to make deviations from those seniority provisions regarding application of seniority. In the event the Union and the Company agree to a seniority provision different from Article 15 of the contract signed herein, the Union and the Company agree to review and revise if agreed upon said provision, only, one year after the date of signing the Agreement, if either party so requests.

#### ARTICLE 5: GRIEVANCE AND ARBITRATION PROCEDURE

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

B. Whenever the Company requests a grievance meeting during regular working hours, grievant(s), the Steward(s) and Grievance Committee's function shall be performed without any loss of pay.

C. Aggrieved workers shall have the right to be present at each step of the procedure. The Company shall be responsible for making Union Stewards available on request of a worker or group of workers wishing to submit a grievance. The Company will also be responsible for making the Grievance Committee available whenever and wherever their presence is required to perform their functions under this Agreement.

D. At the request of the Union, the Company shall have the supervisor in-

involved present at each step of the grievance procedure.

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

F. FIRST STEP: Any grievance arising under this Agreement shall be immediately taken up between the Company's supervisor involved, and the Union Steward. They shall use their best faith efforts to resolve the grievance. In the event grievances are not immediately satisfactorily resolved, the grieving party shall reduce the grievance to writing and set forth the nature of the grievance. The grieving party may proceed to the Second Step, provided however, that the grieving party may notify the other party that the grievance must be expedited and presented to the Permanent Arbitrator in accordance with Section J of this Article.

G. SECOND STEP: Any grievance not satisfactorily resolved in the FIRST STEP within one (1) day, shall within twelve (12) days thereafter, be discussed in a meeting between the Grievance Committee and the Company's representative designated to resolve such matters. A representative of the Union shall also participate in such meeting unless the Union representative authorizes the Committee to proceed and so advises the Company. If the grievance is not satisfactorily resolved in such meeting, the party receiving the grievance shall immediately give a written response to the other regarding its position including reason for denial.

H. THIRD STEP: If the parties cannot resolve the dispute in Step 1 or 2 above, the grievance shall immediately be referred to the Permanent Arbitrator for the area for a decision. In accordance with this Article, the parties agree to a designated permanent arbitrator, or if none exists in the area, to designate a permanent arbitrator for the area. If the Arbitrator shall at any time be unable or refuses or fails to act, or he or she vacates his or her position, the Company and the Union shall immediately select his or her successor or substitute.

I. The Arbitrator shall consider and decide the grievance(s) referred to him or her and in cases where more than one grievance is referred to arbitration, they will be heard at the same hearing. The arbitration shall not have the authority or jurisdiction to modify, detract from or alter any provision of his Agreement. The Arbitrator shall have the authority to revoke or modify any form of discipline and in all cases award back pay if she or he so determines for any loss of earning from the company. The Arbitrator must render a decision in writing to the parties within fifteen (15) days from the date of the closing of the hearing. The Arbitrator shall have access to Company's property if necessary.

J. The grieving party may invoke an expedited procedure to have unresolved grievances immediately heard before the Arbitrator, but in any event not later than two (2) calendar days after the day on which the grieving party notified the other party that the grievance must be expedited. The duties

and the authority of the Arbitrator shall be the same as under Section I above. The Arbitrator shall issue a bench decision and will issue a written **decision** within twenty-four (24) hours of the close of the expedited hearing. The Arbitrator shall have access to Company's property if necessary.

K. Should either party fail or refuse to participate in any steps of the grievance machinery, the grieving party shall have the right to refer the matter to the Arbitrator immediately for his or her consideration in a formal hearing. Such hearing may be ex parte, i.e., with only one side present, provided that the Permanent Arbitrator may temporarily delay an ex parte hearing to permit immediate bona fide efforts to settle an issue without a hearing.

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

M. Decisions of the Arbitrator shall be in writing, signed and delivered to the respective parties. All expenses and salaries of the Arbitrator shall be borne equally by both parties. Each party shall pay the cost of presenting its own case.

N. Nothing in this Article shall be deemed to preclude the Trustee/Directors of the Robert F. Kennedy Farm Workers Medical Plan, the Juan De La Cruz Farm Workers Pension Fund, or the Martin Luther King Farm Workers Fund, from enforcing contributions due these funds under this Agreement by means of litigation.

#### ARTICLE 6: RIGHT OF ACCESS TO COMPANY PROPERTY

A. Duly authorized and designated representatives of the Union shall have the right of access to Company property premises in connection with conduct of normal Union affairs.

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

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

#### ARTICLE 7: DISCHARGE

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

No worker shall be discharged except for just cause.

B. Prior to any discharge, 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.

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

D. Within twenty-four (24) hours after any discharge for just cause, the Union representative will be notified in writing the reasons for such discharge.

E. Individual performance in relation to piece rate, or incentive plan, shall not be conclusive evidence for the purpose of discharging a worker.

#### ARTICLE 8: DISCRIMINATION

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

#### ARTICLE 9: WORKERS' SECURITY

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

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

#### ARTICLE 10: LEAVE OF ABSENCE

##### LEAVES OF ABSENCE FOR UNION BUSINESS

A. Any worker elected or appointed to an office or position in the Union, shall be granted a leave of absence for a period of continuous service with Union upon written request of Union. 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 leave of absence without pay shall be granted for temporary leave to conduct Union business provided reasonable notice is given.

##### OTHER LEAVES

C. A leave of absence shall be granted to workers on the seniority list for any of the following reasons without loss of seniority:

1. For jury duty or witness duty;
2. Up to two (2) years for illness or injury of worker requiring absence from job;
3. For valid personal reasons.

Leaves of illness, injury or valid personal reasons may be extended by the Company with the approval of the Union, if a request for such extension is made by the worker in writing to the Company office with a copy to the Union prior to the termination of the original leave.

Leaves of absence schedules for valid personal reasons under subparagraph C shall be mutually agreed upon, except, if more workers want a leave of absence for the same period than can be reasonably spared, the worker with the highest seniority shall have first preference for that leave of absence period.

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

#### ARTICLE 11: MAINTENANCE OF STANDARDS

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

B. The Company agrees to observe all past and established practices favorable to the workers or embodying procedures protective of workers' rights, unless or until altered by this Agreement, or other mutually agreed upon changes.

#### ARTICLE 12: SUPERVISORS

Supervisors and other employees not included in the bargaining unit shall not perform any work covered by this Agreement. 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 13: HEALTH AND SAFETY

Company and the United Farm Workers of America, AFL-CIO, recognize the need to protect and conserve human life, water, soil and vegetation. Economic poisons, when used incorrectly by a grower in agriculture on any

crop, may be harmful to farm workers and to consumers, disrupt the earth's ecology and do not properly serve the farmers. In the hope of developing, with the help of Federal, State, and University consultants, new, imaginative and creative approaches to the problem of conserving our natural resources, and in the hope of taking progressive steps to protect the health of farm workers and consumers, Company and Union agree that the subject for this Collective Bargaining Agreement is as follows:

A. Union shall cause to be formed a Health and Safety Committee ("the Committee") comprised of workers' representatives. Members of the Committee shall have access to all records concerning the use of economic poisons upon reasonable notice given to the Company. The Committee shall participate in the formulation of rules and practices relating to the health and safety of workers, including, but not limited to, the following: use of economic poisons; the use of garments, materials, tools and equipment as they may effect the health and safety of the workers, and sanitation conditions.

B. DDT, DDD, DDE, 2-4D, 2-4-5T, ALDRIN, DIELDRIN, ENDRIN, PARATHION, TEPP, MONITOR 4, CHLORDANE, HEPTACHLOR, ETHYL PARATHION, OMITE, COMITE, DISOLETAN, PHOSALONE, DIXATHION, and other economic poisons which are extremely dangerous to farm workers, consumers and the environment shall not be used. However, if during the term of this Agreement, the Company can present sufficient evidence to the Union that it has a need for one or more of the pesticides legally acceptable, but prohibited in this Agreement, and in which case, there is no substitute, the Union after determining there is a need for such pesticide(s), will permit its use.

C. Company agrees that it shall notify Health and Safety Committee chairperson as soon as possible prior to the application of economic poisons. Company, after consultation with Committee, shall determine the length of time during which workers will not be required to enter the treated field subsequent to said application.

In making this decision, the Company and Committee shall be guided by the recommendations of Federal and State authorities but shall also be entitled to refer to recognized experts in the field in making its determination.

In the event any organo-phosphate material is used, the Company will notify Committee at least seven (7) days prior to its application. Such notice shall contain the information set forth in Section D below. The Committee shall determine the length of time during which workers will not be permitted to enter a sprayed field following the application of an organo-phosphate pesticide. One baseline cholinesterase test and other additional tests shall be taken on those workers employed, at Company's expense, when organo-phosphates are used, and if requested, results of said test(s) shall be given immediately to an authorized Union representative.

D. The following records shall be kept and made available to the Committee and to any other authorized Union representative:

1. A plan showing the size and location of fields and a list of crops or plants being grown.
2. Pesticides and economic poisons used, including brand names plus active ingredients, registration number on the label and manufacturer's batch or lot number.
3. Dates and time applied or to be applied.
4. Location of crops or plants treated or to be treated.
5. Amount of each application.
6. Formula.
7. Method of application.
8. Person who applied the pesticide.
9. Date of harvest.

E. No worker under this Agreement will be required to work when in good faith he or she believes that to do so would immediately endanger his or her health or safety.

F. There shall be adequate toilet facilities, separate for men and women, in the field, readily accessible to workers, that will be maintained by the Company in a clean and sanitary manner. These may be portable facilities and shall be maintained at the ratio of one for every thirty (30) workers of fraction thereof.

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

H. Tools and equipment and protective garments necessary to perform the work and/or safeguard the health of, or to prevent injury to, a worker's person shall be provided, maintained and paid for by Company, such as, but not limited to, knives, rain gear, boots, overshoes, gloves, shears, and umbrellas for tractor drivers. 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 should be charged actual cost for equipment that is not broken and not returned. Receipts for returned equipment shall be given the worker by the Company.

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

#### ARTICLE 14: MECHANIZATION

The Union agrees that in the event it cannot provide the required personnel as per Section 3, Hiring, on the date needed the Company is then free to utilize mechanical harvesters.

#### ARTICLE 15: MANAGEMENT RIGHTS

The Company retains all of its inherent rights of management except as ex-

pressly and explicitly modified by this Agreement.

#### ARTICLE 16: UNION LABEL

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

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

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

B. The Union Label and Union Seal are and shall remain the sole property of the Union. During the term of this Agreement, Company shall be entitled to the use of said label and seal. It is agreed that during the term of this Agreement each shipping package or container harvested and packed by Union members and shipped by Company shall bear the Union Label or Seal. In this regard, the 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 Company.

C. Security Clause

It is recognized that misuse of the Union Label or Seal will cause damage to the Union which would be difficult to ascertain. Therefore, in the event of Company's misuse of the Union Label or Union Seal by placing said seal or label on packages of units picked and packed by non-union workers, the Union shall have the right to strike and/or boycott until said misuse has been discontinued and the Company shall return the Union Label or Seal. In the event same cannot be returned, then the Union Label or Seal shall be completely obliterated on all packages, containers or units. Such strike and/or boycott shall not work a termination of this contract.

#### ARTICLE 17: NEW OR CHANGED JOB OPERATIONS

A. New job classifications any other job classifications not included in the pay scale of this Agreement, or changes in the operation of existing job classifications, shall be established and made effective by the Company in accordance with the following procedure. All references in this Article also refer to and include piece rates and incentives and minimum guarantees.

1. The Company shall notify the Union in writing of new job classifications

not included in the pay scale of this Agreement, or of changes in operations of existing job classifications. Such notices shall be given at least thirty (30) days in advance of the date on which a new job classification or a change in operation of an existing job classification is to become effective.

2. For existing job classifications not included in the pay scale of this Agreement, the notice shall be given to Union immediately after the effective date of this Agreement.

3. The Company and the Union shall meet within five (5) days after notices are recieved to negotiate the wage rates.

B. If the Union and the Company cannot reach an agreement on the job classification and wage rates, the matter may be submitted to arbitration as provided for in Section 5 of the Grievance and Arbitration Procedure, which shall decide the dispute. The scope of such arbitration shall be the establishment of the job classification, the job content and the job wage rate.

C. Any wage rate increase shall be retroactive to effective date of new classification or of changes in operation of existing job classification; if it is an existing classification, it shall be retroactive to the effective date of this Agreement.

D. The Company shall not change or modify any present job so as to remove workers from the bargaining unit.

#### ARTICLE 18: HOURS OF WORK, OVERTIME, AND WAGES

A. Normal workday shall consist of eight (8) hours per day and the normal work week shall be Monday through Saturday.

##### B. Overtime Pay

Workers whom the Company requires to work beyond eight (8) hours during any day, shall be paid at the rate of time and one-half ( $1\frac{1}{2}$ ) for all hours worked in excess of eight (8) hours in any one day. Irrigators are exempt from this provision.

C. All hours worked in excess of four (4) hours on Saturday shall be paid at the rate of time and one-half ( $1\frac{1}{2}$ ) the regular rate of pay.

All hours worked on Sunday, or any other days agreed upon between the Company and the Union to be treated as Sunday, shall be paid at the rate of time and one-half ( $1\frac{1}{2}$ ).

D. In cases of emergencies related to weather where overtime work is needed to save the crop, the overtime provision will be exempted.

E. Night Shift Premium

Night shift pay shall apply to all workers who work a majority of their shift between the hours of 6:00 P.M. and 6:00 A.M. for which night shift, the workers shall be paid a premium of thirty-five (35) cents per hour for all hours worked.

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

G. Day of Rest

Each worker shall be entitled to one (1) full day (24 hours) off without pay each payroll week. Insofar as possible, the work shall be arranged so that each worker will have Sunday off.

H. Meal Time

Lunch time shall be one-half ( $\frac{1}{2}$ ) hour.

I. When a worker performs work in a higher rated job in any one day, he or she shall be paid at the higher rate for all the hours worked on such day.

J. The Company agrees to provide on-the-job training for workers in the bargaining unit to fill expected vacancies in such jobs so workers will have the opportunity to learn the necessary skills, and when a worker is working as a trainee for higher rated job, he shall be paid for such training period at that period at that classification's regular rate of pay.

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

ARTICLE 19: REPORTING AND STANDBY TIME

A. A worker paid on an hourly or piece work basis who is required to report for work and does report, and is furnished no work or less than four (4) hours of work for reasons other than an Act of God, shall be paid at least four (4) hours for that day at the worker's hourly rate of pay, or the worker's average hourly piece rate earnings based on the preceding payroll week.

B. A worker shall be paid for all time he or she is required to remain on the job at his or her hourly rate or average hourly piece rate earnings based on the preceding payroll week.

C. Call Out Pay

Workers called in by the Company other than their regular scheduled work hours shall be paid at time and one-half ( $1\frac{1}{2}$ ), with a minimum of four (4) hours of pay.

## ARTICLE 20: REST PERIODS

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

## ARTICLE 21: VACATIONS

A. Workers shall be eligible for vacation benefits following the first anniversary of cumulative employment and annually thereafter.

B. An eligible worker will qualify for vacation benefits when the worker has accumulated one thousand (1,000) hours of employment within the year prior to the anniversary date of his original employment. No hours prior to January 1, 1977 shall be counted for purposes of eligibility.

C. Qualified workers shall accumulate pay at the rate of two percent (2%) of their gross Company earnings beginning at the time of qualification, and vacation time of one (1) week for one (1) or more years of cumulative employment.

D. Qualified workers with two (2) or more years of cumulative employment shall accumulate pay at the rate of four percent (4%) of their gross Company earnings and vacation time of two (2) weeks.

E. Accrued vacation pay may be drawn by a worker at any time by submitting a written request to the Company. When vacation pay is earned, and the worker shall not use vacation time, the worker may elect to be paid such earned vacation pay. The worker shall notify the Company of his election to be paid in lieu of vacation time, using a form supplied by the Company, approved by the Union. The Company shall issue a check to the requesting employee no later than the next appropriate payroll period following receipt of the approved notification.

F. Vacation pay shall be paid prior to the worker's scheduled vacations.

G. Workers who have qualified for vacation shall be scheduled for the times off that they can request, provided the Company consents that such workers can be reasonably spared; workers shall have preference for vacation periods in accordance with their seniority. Vacation time will not accrue for more than a current calendar year and vacation time not used by 31 December of the current year shall be forfeited, but accrued vacation pay will continue to accumulate.

H. Upon formation of a Nagi Daifallah Vacation Fund, the Company agrees to pay the vacation pay due each worker into such fund.

## ARTICLE 22: 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), the worker who has worked for the Company at least three (3) days including days off on excused absences during the two (2) weeks preceding the week of the funeral will be paid what he or she would have earned had she or he been working for the Company, not to exceed (3) days.

## ARTICLE 23: HOLIDAYS

A. A worker shall receive eight (8) hours of pay at his or her hourly rate of pay or average hourly piece rate earnings based on the preceding payroll week, for the following holidays:

1. Memorial Day
2. Christmas
3. New Year's Day

B. Work on any holiday shall be a time and one-half ( $1\frac{1}{2}$ ) in addition to holiday pay.

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

C. Work on at least three (3) days during the two (2) weeks preceding the payroll week in which the holiday falls, shall establish eligibility for holiday pay.

### D. Other Holiday

The 3rd Sunday of September of each year during the term of this Agreement, shall be designated as "Citizenship Participation Day". All workers on Citizenship Participation Day shall receive eight (8) hours pay at their regular straight time hourly rate or average hourly piece rate earnings, based upon the preceding payroll week. Such eight (8) hours pay shall be in addition to any pay due the worker if he or she is required to work on Citizenship Participation Day. Upon receipt of proper written authorization from the workers, the Company shall deduct from such workers' wages the pay received for Citizenship Participation Day, and the Company shall remit such a sum to the 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 such day. Company shall prepare a summary report containing the names of all workers on the Company's payroll for the week preceding Citizenship Participation Day, Social Security numbers, total hours worked per worker, hourly rate, gross pay per worker, a total count of workers, an accounting for all monies deducted pursuant to this Section, and design-

nate which workers qualified for Citizenship Participation Day. Such summary report shall be forwarded to the Citizenship Participation Day Committee of the United Farm Workers of America, AFL-CIO, La Paz, Keene, California, 93531, by the twenty-fifth (25th) of the month following the Sunday designated in this Agreement.

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

#### ARTICLE 24: JURY DUTY AND WITNESS PAY

Workers who have worked at least three (3) days during the two (2) weeks preceding the week in which the following events occur shall receive the benefits of this Article. A worker will be paid jury duty or witness pay for testifying in any legal proceeding, not between the parties, for any days of work missed due to the performance of such service. Jury duty or witness pay is defined as the difference between the fees received by such worker for performing such service, and what he would have received had he or she been working for the Company. To receive pay under this Article, the worker must provide the Company with a copy or notice summoning him or her to appear, and if so requested, documentary evidence of the amount of fees received for performing such service.

#### ARTICLE 25: TRAVEL ALLOWANCE

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

40 miles -One Hour Pay

B. 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 for purposes of computing overtime hours, however, shall be counted as hours worked for all other purposes of this Agreement.

C. If in the future, additional travel beyond that above enumerated is used, the proportional pay for additional travel shall be applied.

#### ARTICLE 26: 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 deduc-

tions. Workers shall be furnished a copy of the itemized deductions, hourly rates, hours worked and total wages each payday, which shall include the workers 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.

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

#### ARTICLE 27: INCOME TAX WITHHOLDING

The Company shall deduct Federal and State income tax in accordance with standard practices with scheduled deductions for workers agreeing in writing to such withholding.

#### ARTICLE 28: CREDIT UNION WITHHOLDING

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 weekly basis to that organization at P.O. Box 62, Keene, California, 93531, or such other address as designated by the Administrator of the Fund.

#### ARTICLE 29: ROBERT F. KENNEDY FARM WORKERS MEDICAL PLAN

The Company shall commencing August 31, 1977, contribute to the Robert F. Kennedy Farm Workers Medical Plan sixteen and one-half (16½) cents per hour for each hour worked for all workers covered by this Agreement.

All contributions due hereunder shall be computed on the preceding weekly payroll period and deposits shall be made or mailed not later than the fifth (5th) day following the pay day for said payroll period. In conjunction therewith, a monthly summary report will be submitted on or before the tenth (10th) day of every month covering the preceding monthly payroll for such contributions. The monthly summary report shall include the workers' names, Social Security numbers, total hours worked by workers, total number of workers and amount of contributions. The monies and summary report shall be remitted to the Robert F. Kennedy Farm Workers Medical Plan, P.O. Box 92169, Los Angeles, California 90009, or such other address as designated by the Administrator of the Fund.

#### ARTICLE 30: JUAN DE LA CRUZ FARM WORKERS PENSION FUND

The Company shall contribute to the Juan De La Cruz Farm Workers Pension Fund, ten cents (10¢) per hour for each hour worked by all workers covered

by this Agreement, commencing August 31, 1977. For all hours worked by such workers after February 1, 1978, the amount of such contribution shall be fifteen cents (15¢) per hour.

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

All contributions due hereunder shall be computed on the preceding weekly payroll period, and deposits shall be made or mailed not later than the fifth (5th) day following the pay day for said payroll period. In conjunction therewith, a monthly summary will be submitted on or before the tenth (10th) of every month covering the preceding monthly payroll for such contributions. The monthly summary report shall include the workers' names, Social Security Numbers, total hours worked by workers, total number of workers and amount of contributions. The monies and summary report shall be submitted to the Juan De La Cruz Farm Workers Pension Fund, P.O. Box 39122, San Francisco, California 94139, or such other address as designated by the Administrator of the Fund.

#### ARTICLE 31: MARTIN LUTHER KING FARM WORKERS FUND

The Company shall during the term of this Agreement, contribute to the Martin Luther King Farm Workers Fund five cents (5¢) per hour for each hour worked by all workers covered by this Agreement, commencing August 31, 1977. Expenditures or investments of contributions shall be solely restricted to those charitable and educational purposes for which federal tax exempt status has been granted to the Fund. The Martin Luther King Farm Workers Fund shall obtain and maintain federal tax exemption and all contributions by the Company shall be deductible under the Internal Revenue Code.

All contributions due hereunder shall be computed on the preceding weekly payroll period, and deposits shall be made or mailed not later than the fifth (5th) day following the pay day for said payroll period. In conjunction therewith, a monthly summary report will be submitted on or before the tenth (10th) of every month covering the preceding monthly payroll for such contributions. The monthly summary report shall include the workers' names, Social Security numbers, total hours worked by workers, total number of workers and amount of contributions. The monies and report shall be remitted to the Martin Luther King Farm Workers Fund, P.O. Box 80762, Los Angeles, California 90080, or such other address as designated by the Administrator of the Fund.

ARTICLE 32: NO STRIKE

There shall be no strikes or boycotts, nor shall there be any lockouts.

If any of the 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.

ARTICLE 33: 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, or language spoken.

B. The Company shall maintain housing in good condition, in no case less than the requirements of all applicable laws, but in no event shall it lower the standards maintained prior to the execution of this Agreement.

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

D. The Company shall recognize a Union Housing Committee selected by the workers for the purpose of discussing housing and boarding conditions.

ARTICLE 34: 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.

ARTICLE 35: 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 36: SUBCONTRACTING

A. The parties understand and agree that the hazards of agriculture are such that subcontracting by the Company may be necessary and proper, but it is also understood and agreed that the Company should not subcontract to the detriment of the Union or bargaining unit workers. The parties con-

sequently agree that the Company may subcontract under the following conditions:

1. If workers covered by this Agreement do not have the skills to perform the work, provided however, that if the work involved is a yearly operation the Company shall initiate on-the-job training for its workers so that they may learn such skills, so that they may perform such work within the next year.
  2. If the Company does not have the necessary equipment, it will make every effort possible to rent the equipment to provide opportunity for those jobs to workers that can be trained in accordance with #1 above. If this fails to produce an operator the Company will then obtain such operators pursuant to the provisions of Union Security and Hiring Articles of this Agreement.
  3. If the Company must subcontract for both the equipment and operator to do the work, all other related labor used in connection with said equipment shall be as follows:
    - a. First, Company seniority workers will be used.
    - b. Second, if no seniority workers are available, Company shall request workers from Union facility or persons designated according to Section A above.
    - c. Third, any other workers used in connection with said equipment shall be subject to the provisions of Articles, Union Security and Hiring of this Agreement.
- B. Subcontract Equipment Operators and skilled labor as described in the first part of #1 above and #2 above, shall not be covered by the terms of this Agreement.
- C. The Company will notify the Union in advance of any subcontracting.

#### ARTICLE 37: LOCATIONS OF COMPANY OPERATIONS

The Company shall provide the Union upon request maps of the exact locations of the Company's agricultural operations for use by the Union representatives pursuant to Article 6, Right of Access.

#### ARTICLE 38: 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 39: 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 inapplicable or illegal in accordance with such laws, render the remainder of this Agreement ineffective or work a termination.

#### ARTICLE 40: SUCCESSOR CLAUSE

A. This Agreement shall be binding upon the successors, administrators, executors, and assignees of the parties hereto.

B. In the event a farming operation, or part thereof, is sold, leased, transferred, conveyed in any manner, or taken over by sale, transfer, assignment, receivership or bankruptcy, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof. Company shall give notice of the existence of this Agreement to any purchaser, transferee, leasee, or assignee, of the operation covered by this Agreement, or any part thereof. Such notice shall be in writing, with a copy to the Union, at the time the seller, transferer, or lessor executes a contract or transaction as herein described.

#### ARTICLE 41: BUYING OTHER CROPS

It is understood that the Company may purchase other crops provided as follows:

A. The Company notifies the Union in advance of all such purchases, including the date of the proposed purchase, the location of the crop to be purchased, the size of the crop involved, and the name of the seller. Such notification shall be treated confidentially by the Union official notified and shall not be communicated to anyone outside of the Union. Upon receipt of such notice, the Union shall immediately (in no event later than twenty-four (24) hours) inform the Company whether the Union has commenced lawful economic action against the seller. The Union shall confirm such notice in writing.

B. Where crops are purchased, all employees engaged in harvesting shall be employed by the Company and shall be subject to and covered by this Agreement, in all respects. Supportive or other labor not on the Company's payroll is exempt from this provision.

C. The Company shall not use its employees to pick or pack grapes or other crops purchased from another company after the Union has commenced lawful economic action against the selling company and notified the Company of such action. If the Company purchases agricultural products before receiving such notification, it may use its employees to perform any work relating to such products.

ARTICLE 42: EFFECTIVE DATE AND DURATION OF AGREEMENT

This Agreement shall be in full force and effect from August 31, 1977 to and including August 30, 1978. This Agreement shall automatically renew itself upon expiration of this Agreement unless either of the parties shall have given notice in writing to the other party sixty (60) days prior to the expiration, requesting negotiations for a new Agreement, together with thirty (30) days prior written notice to the State Conciliation Service. During this sixty (60) day period all terms and conditions of this contract shall remain in full force and effect.

Executed this 31 day of August, 1977.

UNITED FARM WORKERS OF AMERICA, AFL-CIO

MISSAKIAN VINEYARDS

APPENDIX A  
WAGES

JUICE GRAPE PICKING

Muscats \$0.63 box

Alicante \$0.65 box

PRUNING \$3.35 hr. + .02 per vine

WINE GRAPE PICKING

French Colombards \$19.00 per ton

IRRIGATION \$30.00 per day

TABLE GRAPE PICKING \$3.35 per hr. +.26 per box

BASIC HOURLY RATE \$3.35 per hr.

All piece rate workers will be guaranteed the basic hourly rate.

RETROACTIVE PAY

Basic Hourly Rate \$3.15 to be paid from April 21, 1977

Letter of Understanding: Monthly Summary Reports

Reports for the Robert F. Kennedy Plan, Juan De La Cruz Pension Plan and Martin Luther King Fund will be made on a monthly basis. Deductions will be on a weekly basis and submitted to addresses as noted in the various articles referring to such funds.

Letter of Understanding:

For the purposes of computing deductions for the Robert F. Kennedy Farm Workers Medical Plan, the Martin Luther King Farm Workers Fund, and the Juan De La Cruz Farm Workers Pension Fund, hours from vacations, holidays, and leaves of absence will not be counted.