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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

NORTH COUNTY GROWERS ASSOCIATION

AND

UNITED FARM WORKERS OF AMERICA, AFL-CIO

July 1, 1979 - July 1, 1982

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PARTIES

THIS AGREEMENT and supplemental Agreements attached hereto are between NORTH COUNTY GROWERS ASSOCIATION (herein called the "Employer"), and the UNITED FARM WORKERS OF AMERICA, AFL-CIO (herein called "the Union"). The parties agree as follows:

ARTICLE 1: RECOGNITION

- A. The Employer does hereby recognize the Union as the sole labor organization representing all of the Employer's agricultural employees (hereinafter called "workers") in the unit set forth in Agricultural Labor Relations Board's certification in case number 78-RC-7-X. In the event the Agricultural Labor Relations Board validly 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 foregoing, the exercise of such authority is not of a merely routine or clerical nature but requires the use of independent judgement.
- B. The Employer agrees that no business device, including joint ventures, partnerships or any other forms of agricultural business operations shall be used by the Employer for the purpose of circumventing the obligations of this Collective Bargaining Agreement.
- C. The Employer 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 Employer 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 Employer.
- E. Neither the Employer nor its representatives will interfere with the right of any worker to join and assist the Union. The Employer will not provide any advantage or more favorable consideration nor any form of special privilege because of non-participation in Union activities.
- F. The Employer and the Union recognize that in order to create a harmonious working relationship between the Employer's supervisors and the workers, the supervisors and the workers shall conduct themselves in a respectful manner when communicating with each other.

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. The Union shall be the sole judge of the good standing of its members. Any worker who fails to become a member of the Union within the time limit set forth herein, or who fails to pay the required initiation fee or who has been determined to be in bad standing by the Union pursuant to the provisions of the Union's constitution shall be immediately discharged upon written notice from Union to the Employer, and shall not be re-employed until written notice from Union to Employer of the worker's good standing status.

B. The Employer agrees to furnish to the Union in writing, within one (1) week after the execution of this Agreement, a list of its workers giving names, addresses, Social Security numbers and type of job classifications.

C. The Employer agrees to deduct from each worker's pay initiation fees, all periodic dues, and assessments as required by the Union, upon presentation by the Union of individual authorization signed by workers directing the Employer to make such deductions. The Employer shall make such deductions from worker's 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 the authorization so long as such authorization is in effect and shall remit monies weekly. The Employer shall provide the Union each week with a copy of its computer printout or report showing the name of each worker, his Social Security number, payroll periods covered, gross wages, total hours worked per worker, total number of workers, and amount of Union dues deducted during such pay periods from each worker. The Union will furnish the forms to be used for authorization and will notify the Employer 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 Employer 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 Employer shall furnish workers membership applications and dues checkoff authorization forms as provided by the Union.

E. The Union shall indemnify and hold the Employer 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 Employer for the purpose of compliance with any of the provisions of this Article.

ARTICLE 3: HIRING

A. The purpose of the hiring procedure is to insure that the hiring of new workers shall be on a non-discriminatory basis in accordance with Article 16 hereof and in accordance with the procedures hereinafter set forth.

B. The Employer shall follow a centralized hiring procedure, designate a person or persons with the exclusive authority to hire new or additional workers. New or additional workers shall mean any worker not on the seniority list. The Employer shall notify the Union of the address and phone number of the facility and the name of the person in charge of the facility. There shall be no hiring through crew foremen and labor contractors, unless permitted in Article 21, Subcontracting.

C. Workers with seniority with the Employer shall be recalled in accordance with the provisions of Article 4, Seniority.

D. Whenever at the beginning of any operating season in any area of operation of the Employer the Employer anticipates the need for new or additional workers to perform any work covered by this Agreement, the Employer shall, at least two (2) weeks prior to date of anticipated need of such workers, notify the Union in writing, stating the number of workers needed, the type of work to be performed, the estimated starting date of the work, the approximate duration thereof, the rate of pay, the location of the hiring facility, and the date and hours when applications will be accepted.

The date for accepting work applications shall be set at no less than five (5) days after the Employer notifies the Union of the need for new or additional workers. A copy of such notice shall be supplied to the Ranch Committee and shall be made available to the public by posting at the Employer's hiring facility and bulletin boards. The Employer shall notify the Union promptly of any change of estimated starting date; however, the Employer 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. If during the operating season in any area of Employer operations, new or additional workers are needed to perform work covered by this Agreement, the Employer shall notify the Union in writing of the number of workers needed, the type of work to be performed, the date the workers are needed, the approximate duration of the work, the rate of pay, and the location of the hiring facility. A copy of such notice shall be supplied to the Ranch Committee and shall be made available to the public by posting at the Employer's hiring

facility and bulletin boards. The Employer shall notify the Union at least forty-eight (48) hours before the day workers are needed.

E. Hiring shall be in accordance with the following procedure:

1. Hours of business for accepting job applications at the hiring facility shall be regular, uniform and convenient to workers.

2. Before being hired, a person desiring work shall fill out the job application at the hiring facility.

3. Such application shall include the prospective employee's name, address, Social Security number, telephone, if any, and job classification(s) being applied for. Application form shall be in English, Spanish, and such other language as may be needed.

4. Upon completion of the application it shall be signed by the prospective employee and by the Employer hiring agent, who shall also stamp the date and time the job application was filled out, and a copy shall be provided to the applicant.

5. The Employer shall give preference when hiring new workers to members of the immediate family (father, brother, or son) of its employees, provided, however, that no seniority worker shall be displaced from work they would normally perform and no family member of an employee who has had members of his family hired shall be hired until all other employees who have family members who want to be hired have had an opportunity to apply and be hired.

6. The Union shall have the right, upon request, to review the Employer's records of applications received and persons hired.

ARTICLE 4: SENIORITY

A. Seniority shall be defined as the total length of continuous service with the employer. A break in service terminates worker seniority. Layoffs are not considered a break in service. There shall not be layoffs for the purpose of circumventing acquisition of seniority.

B. Seniority shall be broken 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 the date on which a worker is scheduled to report back, unless satisfactory reasons are given to the Employer.

4. When the worker fails to report to work at the termination of a leave of absence or vacation without an approved extension or accepts employment with another employer as per paragraph D, Article 9, Leaves of Absence, of this Agreement.

5. When any worker leaves the bargaining unit to accept a supervisory or other position with the Employer outside the bargaining unit.

C. Layoffs and recall from layoff, shall be on the basis of seniority. Whenever there is a layoff in the work force, layoffs shall be by seniority order, with the workers with the lowest seniority laid off first. A worker may request a layoff out of seniority order as the harvest diminishes (first choice going to the worker with the highest seniority and so on), provided there are sufficient workers to complete the work.

D. The Employer, when anticipating the recall of seniority workers, shall notify the worker and the Union in writing not less than two (2) weeks prior to the estimated starting date of the work, and such notice shall include the worker's name, Social Security number, seniority position, job or classification and the approximate duration of the work. The Employer shall then notify the workers of the contemplated starting date and shall use any or all of the following means: posting on the Employer's bulletin board, posting at the Union office, radio announcement, and by providing the information to those workers who call the Employer office. Such notice shall be given at least forty-eight (48) hours in advance of the starting date of work. All such notices of recall shall make reference to Article 4 of the contract between Company and the United Farm Workers of America. There shall be no recall by Labor Contractors.

All notices of recall shall be in writing as per attachment, Appendix "B" of this Agreement. All notices shall be mailed First Class. The Employer will mail to the Union a list of the workers to whom such notices have been transmitted, together with the reporting date for each worker and the address to which notice was sent. When recall notices sent to workers are returned to the Employer with Postal Service notification of non-delivery, the Union shall be notified of the worker's name and address from which the notice was returned, and the Employer shall make available to the Union, on request, any such return notice.

E. It shall be the responsibility of the worker to notify the Employer of his mailing address before a layoff, and of any change in his address while on layoff. All notices required under this Article shall be sent to that address.

F. Accelerated Recall. When workers fail to respond to the Employer's recall notices in sufficient numbers to satisfy the Employer's requirements, or when there is an unanticipated need for workers, the Employer may accelerate the recall of workers in the following manner: The Employer shall notify the Union and the Ranch Committee of its need to accelerate the recall, the reasons therefor, the number of workers needed, and the seniority positions to be recalled. The Employer may then recall the required number of workers by telephone, radio announcement, or personal contact in seniority order, and request that they report within forty-eight

(48) hours for work. The Employer agrees that all workers who are recalled in this manner and who report for work at the time indicated in the accelerated recall will be hired. Any worker who fails to respond to the accelerated recall will not lose his seniority or recall rights and will be recalled in due course in the order of his seniority. The Employer will maintain a list of telephone numbers and current addresses for the purpose of the accelerated recall, and all workers will be encouraged to provide telephone numbers and current addresses for this purpose. This accelerated recall shall not be used to circumvent paragraph D of this Article.

G. The Employer will notify the Union, in writing, of layoffs seven (7) days prior to extended layoff, or as soon as possible, and will furnish the Union with a list of those workers who are to be laid off.

H. Beginning with the signing of this agreement, two (2) weeks prior to the start of the harvest season and each three (3) months thereafter, the Employer shall provide the Union with an up-to-date seniority list showing the name of each worker, his or her seniority order, Social Security number, and correct mailing address(es). The Employer shall then post a copy of each seniority list on the Union's bulletin board. If a question arises concerning the accuracy of the lists, the Union and Employer 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.

I. It is understood that the Employer and the Union may agree in writing to make deviations from those seniority provisions regarding the application of seniority.

J. The Union and the Employer may agree to review and revise a seniority provision one (1) year after the date of signing the Agreement, if either party so requests.

ARTICLE 5: GRIEVANCE AND ARBITRATION PROCEDURE

A. A grievance is defined as a dispute between the parties hereto as to the meaning, interpretation or application of this contract or claim by a covered worker under the terms hereof. Either party to the Contract or a covered worker may invoke this procedure and shall be entitled to all remedies provided hereunder. The procedures provided hereunder shall be the exclusive remedy with respect to any grievances arising under this contract.

B. Whenever the Employer requests a grievance meeting during regular working hours, the Employer shall compensate the grievant, the steward and any member of the grievance committee who shall be

necessarily involved in the proceeding, at their average hourly rate for the previous day.

C. The Employer on request will excuse any aggrieved worker any Union steward involved, and member or members of the grievance committee who shall be required to attend any grievance proceeding; provided, however, that the Employer will not compensate any such worker unless it has requested that the grievance proceeding be held during regular working hours. Where the presence of a particular supervisor is necessary for the settlement of a grievance, the Employer will attempt to make such person available at the appropriate step. Where the presence of a particular Union representative is necessary for the settlement of a grievance, the Union will attempt to make such person available at the appropriate step.

D. The stewards function at Step 1 shall be performed without loss of pay, when his presence is requested by his crew foreman.

E. Failure to take necessary steps within the time limits prescribed in this Article shall constitute a waiver of further proceedings, but such waiver shall be 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 taken up immediately between the Employer's supervisor involved and the Union steward. They shall use their best efforts to resolve the grievance within one (1) working day.

G. Second Step. In the event a grievance is not resolved in the First Step proceeding, the grieving party shall, within seven (7) days of a discharge, or in all other cases within thirty (30) days of the first step proceeding, set forth the grievance in writing, indicating the contract provision it claims to have been violated, the facts upon which it bases its claim, and serve it on the opposite party. Within ten (10) working days of the service of said writing there shall be a meeting between the Union grievance committee and the Employer representatives at a time and place mutually agreed upon for the purpose of resolving said grievance. At this meeting either party may present such evidence, oral or documentary and such argument as it sees fit. If the grievance is not resolved to the satisfaction of the grieving party, the responding party shall, within two (2) working days of the Second Step meeting, give a written response to the grieving party, stating its position and setting forth its reasons for denying the relief requested. A Union representative may participate at this Second Step proceeding.

H. Third Step. If Step 2 fails to resolve the dispute, the matter may be referred to the arbitrator within thirty (30) calendar days

by filing with him and serving on the opposite party a written notice stating that the matter is appealed to the arbitrator and setting forth in brief and concise language the provision of the contract which the grieving party claims to have been violated, the facts upon which the grieving party relies in support of its claim of a grievance, and the remedy requested. The arbitrator shall not have the authority or jurisdiction to modify, add to, detract from, or alter any provision of this Agreement. Within that limitation he shall have the authority to award back pay, the right to revoke any form of discipline, including discharge, and the authority to award damages or other appropriate relief to the Employer for any violation of this Agreement. He shall also have the authority to order compliance with any provision of this Agreement by any party to this Agreement. The arbitrator shall hear and render his decision within thirty (30) calendar days of the date when the matter was referred to him for arbitration. The decision of the arbitrator shall be binding on the Employer, the Union, and the workers. The compensation and expenses of the arbitrator shall be borne equally by the parties. Each party shall bear its own expenses.

I. Selection of Arbitrator. The parties agree that _____ shall be the arbitrator for the term of this contract. If said arbitrator shall at any time be unable to act, or if he or she fails or refuses to act, or vacates his or her position, the Employer and the Union shall immediately select a successor. However, six (6) months after the execution of this Agreement, and at each 6-month interval thereafter, either party may request that a new arbitrator be selected, whereupon the parties shall immediately select a successor. If selection of such successor cannot be agreed upon, the Union or the Employer may request from the American Arbitration Association of the Federal Mediation and Conciliation Service a panel of eleven (11) arbitrators. After receipt of the list, the parties shall meet to the arbitrator. If the parties cannot agree upon the selection, then they shall turn to the list of arbitrators received. The person to strike first shall be determined by a coin toss. The name remaining after each party has struck five (5) shall be the person designated as arbitrator.

J. Expedited Arbitration Procedure. Either party may invoke the expedited arbitration procedure as follows: The said party shall reduce the grievance to writing, specifying the provision of the contract which he claims to have been violated, setting forth the facts upon which he bases his claim of the grievance, the remedy requested, and giving notice of his intent to invoke the expedited grievance procedure. Within two (2) working days of the receipt of said notice, the responding party will grant a Step 2 meeting as provided in paragraph G above.

If the Step 2 proceeding fails to resolve the grievance, the

invoking party may, within three (3) working days from the date the responding party has refused the Step 2 proceeding or from the date the Step 2 proceeding took place and failed to resolve the grievance, then give written notice that the grievance is referred to the arbitrator. The arbitrator shall thereupon set the matter for hearing within three (3) working days of his receipt of the notice invoking the expedited grievance procedure, and he shall give notice to both parties of the time and place of said hearing. The arbitrator shall hear the matter and he shall issue an oral decision, or a decision in writing, within thirty-six (36) hours of the close of the expedited hearing. The arbitrator's authority, rights, and duties shall be the same as provided above.

K. If after due service of notice of a Step 2 proceeding as provided above a party fails to meet and participate in said Step 2 proceeding as provided above, the invoking party may then invoke the expedited arbitration procedure as provided above, and the arbitrator may, after setting the hearing and giving due notice thereof to both parties, proceed to hear said grievance. If the responding party fails or refuses to participate in the arbitration proceeding after due notice thereof, the arbitrator may hear and decide the matter ex parte; provided, however, that the arbitrator may delay any expedited hearing to permit efforts to settle a grievance without a hearing.

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

M. In the event that any dispute causes an interruption of work, the Union will make an immediate effort to end such interruption, and either party may invoke the intervention of the arbitrator. In such case the arbitrator shall order an end to such interruption personally, if possible, or by telephone, and he shall immediately attempt to resolve the dispute. Such action by the arbitrator shall in no way alter any obligation or liability of either party under this collective bargaining agreement.

ARTICLE 6: DISCIPLINE AND DISCHARGE

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

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

B. Prior to any discharge or suspension, the Employer shall notify the steward or other Union official, and such steward or Union official shall have the right to be present when formal charges are made. Provided, however, if a situation occurs in a remote area, wherein the Employer deems it necessary to take action and no

Steward or Union official is available, the Employer may take action and must give written notice within the time limit in paragraph C below.

C. The Steward or other Union official shall have the right to interview employees in private. Within twenty-four (24) hours after any discharge for just cause, the Union official will be notified in writing of the reasons for such discharge.

ARTICLE 7: RIGHT OF ACCESS

A. Duly authorized and designated representatives of the Union shall have the right of access to premises where the Employer's picking operation is being conducted in connection with the 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 enters upon the premises, he shall notify the Employer of his desire to contact the workers. A reasonable number of Union representatives shall have the right to enter upon the premises, but not exceeding two (2) per crew in number, three (3) if the crew exceeds thirty (30) workers.

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

ARTICLE 8: NEW OR CHANGED JOBS

A. In the event of a new or changed job classification is installed by the Employer or any other job classification which is not included in the pay scale of this Agreement, the Employer shall set the wage or piece rate in accordance with the following procedure:

1. The Employer shall notify the Union in writing of any job classification or any changes in old job job classification. Such notices shall be given at least fifteen (15) days, or in case of emergency as soon as possible, 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. Upon the Union's request the Employer and the Union shall meet within five (5) days after notices are received to negotiate the new or changed jobs rate.

B. If the Union and the Employer cannot reach an agreement on the wage rate or piece rate, the matter may be submitted to arbitration as provided in Article 5, paragraph J, Grievance and Arbitration Procedure. The scope of such arbitration shall be the establishment of the job wage or piece rate.

C. Any wage rate agreed upon by the parties hereto or determined by the arbitrator shall be retroactive to the date when the new or changed job went into existence.

ARTICLE 9: 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 without pay for a period of continuous service with the Union, upon written request of the Union. Notice must be given to the Employer 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 and without accrual or other economic benefits. 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 Employer at least two (2) days prior to the commencement of such leave.

2. Such leaves shall not be granted during periods of time when there is a shortage of picking labor, and in no case shall they exceed five percent (5%) per crew.

OTHER LEAVES

C. Leaves of absence without pay shall be granted in writing to workers by the Employer upon application in person (this provision will not apply when the worker is unable to appear in person because of injury or illness) for the following reasons, without loss of seniority:

1. When the worker has been summoned for jury duty or has been subpoenaed as a witness in any court proceeding.

2. For illness or injury, not exceeding two (2) years, which incapacitates the worker; provided, however, the worker shall be required to furnish a doctor's certificate or other satisfactory evidence of such illness or injury.

3. For compassionate reasons or for personal business reasons not to exceed thirty (30) days.

All leaves of absence shall be in writing on approved leave of absence forms provided by the Employer. Such forms shall be signed by the Employer, the worker requesting the leave, and by the Union Steward or other Union representative to signify receipt of the Union's copy. Leaves of absence shall be extended by the Employer

-or good cause shown or for personal reasons if a request for such an extension is made by the worker in writing to the Employer with a copy to the Union prior to the termination of the original leave.

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

D. 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 10: MAINTENANCE OF STANDARDS

A. All practices relating to wages, hours of work, and working conditions shall be maintained at no less than the highest standards in effect at the time the Agreement is signed, except as they are changed or eliminated by agreement; provided, however, despite the provisions of this Article, the Employer may, pursuant to Article 26, Management Rights, for legitimate business reasons, change or eliminate a working condition if it deems it unnecessary to continue such working condition; and provided further, however, that if such change or elimination is made by the Employer, any affected worker shall have recourse to the grievance procedure and arbitration, if necessary, to have the Employer justify its action as being based on legitimate business reasons. The Employer shall not discontinue a local working condition as a result of the signing of the Agreement.

B. It is further agreed that this Article shall not apply to the maintenance or operation of the camp, except as provided in Article 37, Camp Housing.

ARTICLE 11: SUPERVISORS

Supervisors shall not perform bargaining unit work; provided, however, that for the purpose of this Article, bargaining unit work shall not include the driving of buses, repair of ladders and equipment or other maintenance work, or work which the supervisors have traditionally performed in the past. This paragraph shall not be used for the purpose of avoiding the recall of bargaining unit workers for work they have normally performed.

ARTICLE 12: WORKER SECURITY

A. The Employer agrees that any worker may refuse to pass through any picket line established at the premises of any other employer and sanctioned by the Union; provided, however, that the Union shall not establish or sanction a picket line at the premises of any grower whose fruit is picked by the Employer at any time during the harvest season for the purpose of depriving that grower of picking labor supplied by this Employer; provided further, however, that said grower had a legal contractual arrangement with the Employer for harvesting its citrus prior to any economic action by the Union against said grower and the Union had notice of that grower's membership.

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

C. The Employer will advise the Union as soon as possible of the termination of any membership in the association.

ARTICLE 13: RECORDS AND PAY PERIODS

A. The Employer shall keep full and accurate records, including total hours worked, piece rate or incentive rate records, total wages, and total deductions. The workers shall be furnished with a copy of the itemized deductions, hours worked and total wages each pay day. The daily record of piece rate production for each crew shall, on request be made available for examination by the crew foreman to the steward or any worker.

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

ARTICLE 14: HEALTH AND SAFETY

A. The Employer agrees to express its concern to its growers that the growers not use chemicals which are banned by law, and it will use care to observe all notices posted on groves with respect to chemicals, and it will not dispatch workers to the groves during the time when entry is prohibited.

B. The Union shall cause to be formed a Health and Safety Committee (the "Committee") comprised of workers' representatives. The Committee may confer with the Employer with respect to rules and practices relating to the health and safety of the workers, including the use of tools and equipment as they may affect the health and safety of workers, and sanitary conditions.

C. No worker under this Agreement will be required to work when in good faith he/she believes that to do so would immediately endanger

his/her health or safety.

D. There shall be adequate toilet facilities, separate for men and women, in the field readily accessible to workers, that will be maintained by the Employer in a clean and sanitary manner. These may be portable facilities and shall be maintained at the ratio of one (1) for every thirty (30) workers or fraction thereof.

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

F. Adequate first aid supplies shall be provided for each crew and kept in clean and sanitary dust-proof containers.

G. Tools, equipment and protective garments necessary to perform the work and safeguard the health of and prevent injury to the worker's person shall be furnished by the Employer as provided herein to all picking employees. Said tools, equipment, and protective garments shall consist of the following: bags, clippers, rings, and leather gloves. The Employer shall maintain its present practice of requiring a reasonable deposit (actual cost, presently \$16.50) as security for the return of these items. Workers shall be responsible for returning all of such items which were checked out to them, and at this time a return of said deposit, but shall not be responsible for normal breakage, wear and tear. Workers shall be charged the actual cost for any such items not returned. The Employer shall give the workers a receipt for returned equipment. The Employer may require from the workers an authorization for deducting the actual cost of said items that were checked out and not returned to the Employer.

H. Unless otherwise provided in this Article, compliance by the Employer with all applicable federal, state, and local laws and regulations relating to health and safety shall constitute compliance under this Article.

ARTICLE 15: NO STRIKES - NO LOCKOUTS

A. There shall be no strikes, slowdowns, sitdowns, boycott or other interruptions of work by the Union or by the workers covered by this Agreement during the term of this Agreement, but subject to the provisions of Article 12, Worker Security. The Union will not authorize or approve any such activity. There shall be no lockout by the Employer.

B. If any such unauthorized strike, slowdown, sitdown, boycott or other interruption of work occurs, the officers and representatives of the Union shall do everything within their power to end or to avert such prohibited activity.

C. If any such unauthorized lockout should occur the Employer shall do everything within its power to end such prohibited activity.

ARTICLE 16: NO DISCRIMINATION

The Employer agrees that there shall be no discrimination against any workers because of race, age, creed, color, religion, sex, national origin, language spoken or Union activity.

ARTICLE 17: BULLETIN BOARDS

The Employer will provide as a bulletin board for the Union's use, the bulletin board currently in use located between the camp mess hall and the workers' living quarters, upon which the Union may post notices.

ARTICLE 18: INCOME TAX WITHHOLDING

The Employer 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 Employer 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 19: CREDIT UNION WITHHOLDING

Upon proper written authorization from a worker to the Employer, deductions as provided for in such authorization shall be made by the Employer for deposits to the credit of the worker with the Farm Workers Credit Union, and such money 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; provided, however, that if a worker shall revoke an authorization once made, the revocation, which shall be in writing, shall continue in effect until the following January 1, after which time the worker may again make a written authorization for withholding.

ARTICLE 20: LOCATION OF EMPLOYER OPERATIONS

The Employer shall provide the Union the exact locations, acres, and crops of all present agricultural operations (and any acquired or lost during the life of this Agreement) immediately after the execution of this Agreement, for use by the Union representatives pursuant to Article 7, Right of Access.

ARTICLE 21: SUBCONTRACTING

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 work of a specialized nature.

B. Subcontracting is permissible under this Agreement where the Employer does not have the equipment to do the work being subcontracted. When the Employer does subcontract pursuant to the terms of this provision, any worker of the subcontractor who actually operates or maintains the equipment shall not be covered by the terms of this Agreement. However, any worker 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. The Employer will notify the Union in advance of any subcontracting.

ARTICLE 22: 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 23: SAVINGS CLAUSE

In the event any Article, paragraph or portion of this Agreement shall become invalid as the result of any applicable local, state or federal law, or final court decision, only that portion of this Agreement so effected shall be invalidated; in no event shall the fact that a portion of this Agreement is invalid or illegal in accordance with such laws or court decisions render the remainder of this Agreement invalid or work a termination.

ARTICLE 24: SUCCESSOR CLAUSE

A. 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 Employer. A sale of assets, either in whole or in part, which does not involve continuation of the workers of the Employer to operate such sold or transferred business or assets shall not be subject to the provisions of this Article.

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

ARTICLE 25: FAMILY HOUSING

The Employer and the Union recognize that one of the most serious needs of farm workers, particularly migrant farm workers who help produce food for the nation, is adequate family housing. It is mutually agreed by Employer and Union that when they are in agreement as to any particular piece of legislation on family housing they will cooperate to encourage direct governmental action at federal, state and county levels to plan, finance and construct public housing in important agricultural locations.

ARTICLE 26: MANAGEMENT RIGHTS

- A. The Employer retains all of its established, traditional and inherent rights of management except as expressly and explicitly modified by this Agreement. The parties agree that specific enumeration or illustration of the Company's management rights is unnecessary.
- B. The Employer shall have the right to establish and post work rules and safety rules applicable to all workers.
- C. The Union shall have the right to appeal to the grievance procedure if the exercise of any of the management rights provided for in paragraph A above, or the establishment of work rules or safety rules provided for in paragraph B above, violates or conflicts with any other provision of this Agreement.

ARTICLE 27: PAY PROVISIONS AND HOURS OF WORK

- A. The normal work day shall not exceed eight (8) hours and the normal work week shall be Monday through Saturday.
- B. Overtime premium payments shall be paid to workers as required by law; provided, however, workers shall be paid a premium of thirty-five cents (35¢) per hour for each hour they are assigned to work in excess of five (5) hours on Saturday.
- C. Each worker shall be entitled to one full day (24 hours) off work without pay during each payroll week. Insofar as possible, work shall be arranged so that each worker will have Sunday off.
- D. Workers shall be entitled to one-half (1/2) hour meal time breaks which shall not be compensated for nor counted as hours worked. The Employer shall not use meal time breaks for the purpose of moving the workers, or any other related activity.
- E. Work on Sunday shall be on a voluntary basis and without premium pay.
- F. Wage rates are set forth in Appendix "A" attached hereto.

ARTICLE 28: REPORTING AND STANDBY TIME

A. A worker who is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours. This paragraph shall not apply where work covered by this Agreement is delayed or cannot be carried out because of rain, frost, governmental condemnation of crop, refusal of workers to work or other causes beyond the control of the Employer.

B. Any such compensation shall be based on the worker's year-to-date average hourly earnings.

C. The Employer shall make every effort to provide workers with a reporting time as close as possible to the actual work starting time. The Employer will give the workers notice of any change in the starting time of work not later than quitting time the previous day. However, in the event it rains during the night or is raining when the workers awake on any work day, or is wet in the fields, the workers shall call the Employer's office or contact Employer's border representative, for instructions as to whether or not there will be work that day, or whether the starting time will be fixed at a later hour. Under such circumstances workers will not be entitled to reporting time pay if they report to the camp.

D. Whenever picking is delayed because of excessive moisture on the trees, the workers shall be paid for waiting at the grove at the hourly rate of the appropriate State or Federal minimum wage, for one-half of said waiting time. Wet time shall end when the crew foreman gives the order to commence picking.

E. The time spent by the workers traveling from one orchard to another shall be paid at the hourly or crew guaranteed rate provided in Appendix "A" of this Agreement.

ARTICLE 29: VACATIONS

Vacation pay shall be granted to eligible workers who qualify for such vacations as provided herein. Workers shall be eligible in the year following the first year of employment, and annually thereafter, for vacation pay, provided that in order to qualify for vacation pay the worker shall work the hours set forth below in the prior year. Vacation pay will be the percentage specified below of the worker's gross earnings in the qualifying year.

Hourly Workers - 900 hours or more - 2%
Piece Rate Workers - 900 hours or more - 2%

The worker who has qualified for a vacation shall be allowed one week time off, with the consent of the Employer, as specified herein with no loss of seniority, provided the worker can be spared from the work force. If more employees wish to take a vacation than can be reasonably spared, the employee with the highest seniority shall have the first preference for the vacation period.

B. If an employee's vacation period includes one of the holidays set forth in Article 30, his or her vacation period shall be extended to include such holiday, and holiday pay.

C. Employees may waive vacation but shall receive their vacation pay in addition to their earnings for such period.

ARTICLE 30: HOLIDAYS

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

1. Good Friday
2. Citizenship Participation Day

Commencing with the second year of this Agreement, New Years's Day shall be added as a paid holiday.

B. Holiday pay shall be eight (8) hours of pay at the worker's regular hourly rate of pay, or at his year-to-date average hourly earnings.

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

D. Any work performed on the above listed holidays shall be paid for at the worker's regular rate of pay and shall be in addition to the worker's holiday pay.

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

F. "Citizenship Participation Day" shall be designated as the last Sunday in May. All workers on Citizenship Participation Day shall receive holiday pay in accordance with paragraph B above.

Upon receipt of proper written authorization from the worker, the Employer shall deduct from such workers wages the pay received for Citizenship Participation Day and shall remit such sum to the Citizenship Participation Committee of the United Farm Workers,

AFL-CIO, for allocation as designated by the worker.

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

ARTICLE 31: CITRUS INSURANCE TRUST MEDICAL PLAN

The Employer shall provide for each eligible worker the Citrus Insurance Trust Fund Plan B providing for basic and major medical expense benefits, life insurance in the amount of \$3,000 and accidental death and dismemberment coverage in the additional amount of \$3,000, all subject to the terms, conditions, and eligibility requirements of group insurance policies issued by the Pacific Mutual Life Insurance Company, and the Employer shall pay the full premium thereon for the worker and his eligible dependents, if any.

ARTICLE 32: PENSION PLAN

A. The Employer shall continue coverage for each worker under Benefit Schedule A of the Pension Plan for the Citrus and Avocado Industries, as presently provided. The exact terms and conditions of such coverage shall be as set forth in the Plan Document and the Agreement and Declaration of Trust of said Pension Plan for the Citrus and Avocado Industries as filed with, and approved by, the Internal Revenue Service, and as they may be from time to time amended.

B. All contributions required to provide such coverage shall be made by the Employer.

C. Each worker will be given a copy of the brochure for the Plan issued by the Trustees.

ARTICLE 33: MARTIN LUTHER KING, JR. FUND

A. Commencing January 1, 1980, the Employer shall contribute to the Martin Luther King Fund five (5) cents per hour for each hour worked by all workers covered by this Agreement

B. The Employer's consent to this Article is expressly conditioned on its understanding that 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, and that contributions shall not be expended to the detriment of the Employer. The Martin Luther King Fund shall obtain and maintain federal tax exemption and all contributions by the Employer shall be deductible under the Internal Revenue Code. Failure of any of these conditions shall extinguish the Employer's obligation to make any further contributions pursuant to this

Article.

C. All contributions due herein shall be computed weekly for every worker covered by this Agreement. A weekly report covering said contributions will be submitted to the Union as a part of its weekly report to the Union provided for in Article 39, Reports to Union.

D. All contributions herein, and a summary report, shall be mailed to the Fund at such address as designated by the Administrator of the Fund.

ARTICLE 34: LEAVE OF ABSENCE FOR FUNERALS

To make funeral arrangements and to attend the funeral of a member of the immediate family (father, mother, child, brother, sister, husband, or wife, mother-in-law, or father-in-law), a worker who has worked for the Employer at least five (5) days, including days off on excused absences, during the two (2) weeks preceding the week of the funeral will be paid what he would have earned for all hours actually worked by his crew during his absence (at year-to-date hourly average), not to exceed two (2) days. The Employer may require a death certificate or other evidence of death.

ARTICLE 35: JURY DUTY AND WITNESS PAY

A. A worker who has worked for the Employer at least five (5) days during the two (2) weeks preceding the week in which he is summoned to appear to serve on a jury or as a witness in a judicial proceeding not between the parties shall be eligible for pay as provided in paragraph B hereof if he misses work as a result of such service.

B. The Employer shall pay a worker eligible for jury duty or witness pay an amount equal to the difference between the amount of pay he would have received from the Employer, based on his year-to-date average hourly earnings, for all scheduled work hours and worked by his crew during his absence and the amount he received for complying with the summons. To receive pay under this provision the worker must provide the Employer with the summons for his appearance and documentary evidence of the amount of fees received for performing such service.

ARTICLE 36: REST PERIODS

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

ARTICLE 37: CAMP HOUSING

A. The Union acknowledges the fact that the Employer does not own the camp in which some of its employees are presently offered room and board. The Employer shall endeavor, however, to maintain the camp in good condition in accordance with the requirements of all applicable laws, and to provide good food and a varied menu.

B. Assignment of lodging in the camp shall be on a non-discriminatory basis as set forth in Article 16, No Discrimination. If the demand for camp housing exceeds the space available, it shall then be assigned on the basis of the seniority of the workers requesting said housing.

C. The camp shall be operated on a non-profit basis. Charges for meals and lodging in the camp shall be based on actual cost, including but not limited to all capital costs and all administrative and maintenance costs involved in operating the camp.

D. The Employer agrees to recognize a committee of workers appointed for the purpose of discussing mutual problems or complaints arising in or with respect to the operation or occupation of the camp. The Employer agrees to meet with the committee to discuss problems related to the cost, quality and variety of food served at the camp.

ARTICLE 38: MECHANIZATION

A. The Employer shall have the right to use the kinds of mechanical equipment it has used in the past and to use new kinds of mechanical equipment as may be necessary for a more efficient operation of its business.

B. In the event the Employer anticipates the mechanization of any operation of the Employer that will permanently displace workers, the Employer, before commencing such mechanical operations shall meet with the Union to discuss the training of displaced workers to operate and maintain the new mechanical equipment, or the placing of such workers on a preferential hiring list which the Employer will use in conjunction with Article 3, Hiring.

ARTICLE 39: REPORTS TO UNION

A. Each week, not later than five (5) days after the day designated as payday, the Employer shall transmit to the Union by ordinary mail a report which shall consist of a copy of the Employer's computer printout or report and which shall, with respect to each worker on the Employer's payroll for the pay period in question, set forth the following information:

Payroll period
Full name of worker

Worker number
Social Security number
Hours worked
Gross wages
Deductions: FICA, SDI, Union Dues, Other Union
Assessments, Room and Board
Net wages

Additionally, the report shall include the following totals:

Total number of all hours worked by all workers
Total number of workers
Total gross wages of all workers
Total amount of Union dues for all workers

B. The transmission of this report shall constitute compliance with all the reporting requirements of this contract.

C. The transmission of this report shall not constitute waiver of notice and time requirements where the notice or time requirements in other portions of this Agreement may be inconsistent with this Article.

ARTICLE 40: DURATION OF AGREEMENT

This Agreement shall be in full force and effect from July 1, 1979, to and including July 1, 1982. 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 the Supplemental Agreement attached hereto are made and entered into this 19th day of July, 1979.

UNITED FARM WORKERS
OF AMERICA, AFL-CIO

NORTH COUNTY
GROWERS ASSOCIATION

Cesar E. Chavez
Jorge H. Rivera
Refugio Vasquez
Ines Meza
Jorge Lopez Bonilla
Elmo Parkerson

Douglas K. Anderson, President
Bale O. Hukari, Secretary
J. Richard Glade, Attorney

APPENDIX "A"
WAGES

A. The piece rate per box shall be for a box level full of fruit (to top of end cleats).

B. Pickers shall be paid a combination hourly rate and piece rate, beginning with the effective date of this Agreement, as follows:

Hourly	\$1.40
Rate per box	\$.65
Additional rate per box when use of straight ladder (16' ladder) is required due to height of trees	\$.05
Additional rate per box when picked fruit must be carried 10 or more trees (spaced at intervals of 20' or equivalent distance) to box row	\$.05

C. The basic rate per box of \$.65 shall, when necessary, be adjusted upward for each day of picking so as to provide for each crew a crew average of at least \$3.50 an hour for all compensation, including the hourly rate, the per box rate, and the additional rates, if any.

D. The minimum guarantee of \$3.50 per hour, which is figured and adjusted on a crew average basis as provided in paragraph C above, shall be increased to \$3.70 on the first anniversary date of this Agreement, and to \$3.90 on the second anniversary date. On each of said anniversary dates the rate per box shall be increased \$.06 and the hourly rate \$.05.

E. Pickers commuting to work from the border shall be paid \$1.75 travel allowance for each scheduled work day unless work has been cancelled for the day pursuant to Article 28, paragraph C.

APPENDIX "B"

NOTICE OF RECALL

TO: _____ DATE: _____
_____ WORKER'S S S # _____
_____ SENIORITY # _____

In accordance with the provisions of Article 4 of the Agreement between NORTH COUNTY GROWERS ASSOCIATION and the UNITED FARM WORKERS OF AMERICA, AFL-CIO, you are hereby given official notice of recall for work. This work is anticipated to begin on _____ and the estimated duration is .

_____ working days. _____ entire season.

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

1. Call the Employer office, phone # 728-8311
2. Call the Union office, phone # 428-3825
3. A notice will be posted on the Company bulletin board and in the Union office.

Remeber to bring your Social Security card on the date you report fl work.

Failure to respond to this recall may result in loss of your seniority under paragraph B3 of Article 4.

SUPPLEMENTAL AGREEMENT

The following provisions supplement and modify the terms of the Agreement between North County Growers Association (the "Employer"), and the United Farm Workers of America, (the "Union").

Re: Loaders

It is understood that the loaders perform bargaining unit work when loading. Therefore, they shall be covered by the terms of this Agreement for unit work. It is also agreed that they shall receive all the benefits that each worker covered by the terms of this Agreement is entitled to and they shall contribute two percent (2%) of their total wages for unit work to the Union as payment of dues.

RE: Quality of Citrus Harvest Workmanship

A. The Union and the Employer agree that the quality of citrus harvested by North County Growers Association is of paramount importance to the wellbeing of the Employer and the Union. The reputation of North County Growers Association is dependent on the

quality of citrus picked. The reputation of the United Farm Workers is dependent on the quality of workmanship of its members.

B. The Union agrees that upon the signing of the Agreement the Ranch Committee will meet with the harvesting crews and discuss the need for high quality workmanship standards in the picking of citrus. The Union agrees that it will do everything in its power to encourage high quality workmanship standards on the part of its members and enlist their cooperation with Employer "Quality Control" programs. Ranch Committee members will be compensated at their average hourly year-to-date earnings for time spent when requested by the Employer to attend meetings or talk with crews during normal working hours. Crew members will also be compensated at their average hourly year-to-date earnings for time spent attending such meetings.

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

D. Employer management members including the Manager of North County Growers Association, will be available upon request to meet with the Ranch Committee and Union Representatives concerning quality problems. Such meetings will be separate and apart from normal grievance meeting.

Re: Article 1, Recognition

A. The parties hereto are in disagreement as to the legal obligations, if any, of the grower members of North County Growers Association relative to the certification issued by the Agricultural Labor Relations Board in Case No. 78-RC-7-X. This contract does not resolve the disagreement, and the execution of this contract is without prejudice to the right of either party to pursue all of its rights and remedies, both administrative and judicial, with respect to the disputed issues, including any judicial review of any ALRB decisions relative to these issues.

B. Nothing herein shall preclude the right of any grower member to pursue all rights and remedies, both administrative and judicial, including any judicial review of any ALRB determinations in the matter.

Re: Article 4, Seniority

A. The Employer and the Union recognize that with each picking crew a loader may be required to assist with the box loading process. It

is understood and agreed that where a picker is also employed as a loader by the packinghouse, he is not subject to the layoff or recall provisions of paragraph C of this Article.

B. The Employer and the Union recognize the existing employment practices for pickers who live in Fallbrook, California, and agree that the layoff and recall provisions of paragraph C of this Article shall not apply to them.

Re: Article Maintenance of Standards

It is understood and agreed between the parties that nothing in Article 10 shall preclude the Employer from basing charges for its food and lodging on the actual cost of said food and lodging, including but not limited to all capital costs and all administrative and maintenance costs involved in operating the camp, subject, however, to the provisions of Article 37.