



AgEcon SEARCH
RESEARCH IN AGRICULTURAL & APPLIED ECONOMICS

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

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

Help ensure our sustainability.

Give to AgEcon Search

AgEcon Search

<http://ageconsearch.umn.edu>

aesearch@umn.edu

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

Packing House 11800. FINE
1982

PACKINGHOUSE AGREEMENT

Imperial Valley, California
San Joaquin Valley, California
Blythe, California
Yuma Valley, Arizona

AREAS' NEGOTIATING COMMITTEES

and

FRESH FRUIT AND VEGETABLE WORKERS LOCAL P-78-B

Affiliated with

United Food and Commercial Workers

A.F.L. - C.I.O.

Effective:

MARCH 16, 1980 - MARCH 16, 1983

TABLE OF CONTENTS

PARTIES..... 1

ARTICLE I - RECOGNITION..... 1

ARTICLE II - UNION SECURITY..... 3

ARTICLE III - PREFERENCE OF EMPLOYMENT..... 6

ARTICLE IV - CHECK-OFF OF UNION DUES..... 8

ARTICLE V - REPRESENTATION..... 9

ARTICLE VI - GRIEVANCE PROCEDURE..... 10

ARTICLE VII - ARBITRATION..... 14

ARTICLE VIII - NOTICE TO UNION OF START OF SEASON..... 15

ARTICLE IX - SENIORITY..... 16

ARTICLE X - LEAVES OF ABSENCE..... 21

ARTICLE XI - MEN IN ARMED FORCES..... 22

ARTICLE XII - NO-STRIKE, NO-LOCKOUT..... 22

ARTICLE XIII - RIGHTS OF MANAGEMENT..... 24

ARTICLE SIV - SAFETY..... 24

ARTICLE XV - WORKING CONDITIONS..... 25

ARTICLE XVI - HOURS AND OVERTIME..... 28

ARTICLE XVII - GUARANTEED WORK WEEK..... 33

ARTICLE XVIII - COMBINATION JOBS..... 33

ARTICLE XIX - WAGES..... 34

ARTICLE XX - LIFE AND HEALTH AND WELFARE INSURANCE..... 36

ARTICLE XXI - UNEMPLOYMENT INSURANCE..... 38

ARTICLE XXII - PENSION..... 39

ARTICLE XXIII - AUTOMATION-ADJUSTED RETIREMENT BENEFIT..... 40

ARTICLE XXIV - DISCHARGE AND WARNING NOTICES 42

ARTICLE XXV - DURATION OF AGREEMENT..... 42

APPENDIX "A"..... 44

TABLE OF CONTENTS (Continued)

EXHIBIT A - Part I.....	45
EXHIBIT A - Part II.....	48
EXHIBIT A - Part III.....	51
EXHIBIT A - Part IV.....	54
EXHIBIT B.....	56
EXHIBIT C - Part I.....	58
EXHIBIT C - Part II.....	61
EXHIBIT C - Part III.....	64
EXHIBIT C - Part IV.....	68
EXHIBIT C - Part V.....	71
EXHIBIT C - Part VI.....	74
EXHIBIT D.....	77
EXHIBIT E.....	79
EXHIBIT F.....	82
EXHIBIT G.....	84
EXHIBIT H - Part I.....	86
EXHIBIT H - Part II.....	88
EXHIBIT H - Part III.....	91
EXHIBIT H - Part IV.....	94
EXHIBIT H - Part V.....	95
EXHIBIT I.....	96
EXHIBIT M.....	98
ADDENDUM.....	101

A G R E E M E N T

This Agreement is made and entered into by and between the IMPERIAL, SAN JOAQUIN VALLEY, BLYTHE, AND YUMA VALLEY, NEGOTIATING COMMITTEES, acting for and on behalf of those certain Employers named in Appendix "A" attached hereto and their successors, each of which is hereinafter called the "COMPANY", and FRESH FRUIT AND VEGETABLE WORKERS, LOCAL 78-B and the UNITED FOOD AND COMMERCIAL WORKERS, affiliated with the AFL-CIO, its successors and assigns, hereinafter called the "UNION".

In the event a packinghouse is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, such packinghouse shall continue to be subject to the terms and conditions of this agreement for the life thereof.

ARTICLE I

RECOGNITION

1. The Company recognizes the Union as the sole and exclusive bargaining agent for all its packinghouse employees engaged in packing and handling of the following commodities:

- | | |
|-----------------------|-----------------------------------|
| (a) Lettuce | (f) Broccoli |
| (b) Chicory or Endive | (g) Cabbage |
| (c) Carrots | (h) Melons |
| (d) Topped carrots | (i) Prepackaged Celery and Carrot |
| (e) Celery | (j) Cauliflower |

at the Company's packinghouses designated in Appendix "A". In the event the Company that has a packinghouse listed in Appendix "A" shall transfer its operations conducted in such packinghouse

to any other packinghouse in the Yuma, Imperial or San Joaquin Valleys or Blythe, or in the event any such Company shall open another packinghouse in any of the aforesaid areas carrying on the same operations in the same commodities as listed above, the employees shall be covered under the terms of this Agreement.

2. In the event the National Labor Relations Board shall, within the terms of this contract, certify any other employees not here included within the unit set forth under the National Labor Relations Board Certification in Case No. 20-RC-2734 for those companies listed in Appendix "A", or in the event the Union and Company shall mutually agree to any extension of coverage, such employees so included under any such National Labor Relations Board Certification or any mutual agreement shall be included under the terms of this Agreement.

3. The term "employees" shall not include, and the terms of this contract do not extend to office personnel and supervisory employees as the same are defined and interpreted under the Labor Management Act.

4. In the event any new or experimental operation, container, or classification shall be installed by the Company which is substantially and materially different, including rates of production and earnings, than the existing or previously existing operation, container, or classification for the members of this bargaining group and reflected in the wage addenda attached hereto and any supplements thereof in any of said plants, the Company shall have the right to temporarily set the wage scale and working conditions, providing the scale be comparable to a similar classification as to rate, if feasible, but shall notify

the Union by notifying the shop steward within 48 hours after the operation, container, or classification is installed. Within twenty days thereafter, or such extra time as is agreed upon between the Negotiating Committee and the Union, the Negotiating Committee and the Union shall agree upon the wage scale and working conditions. If no agreement is reached within the time limitation set forth, the parties agree to go to arbitration within ten days after written request by one Party to the other and the arbitrator shall make his determination within thirty days after the submission of the matter to him in writing or such additional time as may be agreed upon by the Negotiating Committee and the Union.

5. Prior to the commencement of each contract year hereunder, the Union and the Areas Negotiating Committees will designate a permanent arbitrator to resolve disputes under this section. Such arbitrator shall serve for one year.

6. In the event the Company is required to load carriers higher than the levels previously established, the employer will meet with the Union to determine whether or not the employees duties are thereby substantially increased, and if so what, if any, premium should be paid therefore. If the Company and the Union cannot agree on the rate, the issues will be submitted to arbitration under Article 1, Section Four.

ARTICLE II

UNION SECURITY

1. Employees may become members of the Union within 30 days from the date of their employment, but must become members of the

Union after 30 days from date of employment or after this Agreement has been in effect 30 days, whichever shall occur later. Membership in good standing in the Union shall be a continuing condition of employment for all employees covered by this Agreement, subject to the provisions and limitations of the Labor-Management Act.

2. In the event any employee shall fail to tender periodic dues or initiation fees, the Union shall give a notice in writing to the Company requesting the discharge of such employees. The Company shall notify the employee of the receipt of such letter, and if the employee shall not tender his dues or initiation fees within 24 hours after service of notice on the employer, the employer shall be required to discharge the employee. Such discharged employee shall not be re-employed until the Company has been notified in writing by the Union that the discharged employee has become a member of good standing in the Union.

3. Any packinghouse may employ not more than three persons at any one time for the sole purpose of learning the produce business. Such persons will not be required to belong to the union as a condition of employment, but each such person shall pay a service fee equal to the amount of the regular Union initiation fee and the amount of the regular Union dues during the period or periods in which he is employed in the packinghouse. Each person shall be required to pay only one initiation fee.

4. The Company agrees that it will not in any way discriminate against any employee because of his membership in, activity on or in behalf of, or sympathy toward the Union herein. Neither the Union nor the Company will discriminate against an applicant or employee because of race, creed, color, sex or religious belief.

5. Company will, within 15 days after it commences operations in any season, give to the Union a list of all employees covered by this Agreement. Company will, to the extent possible, give this first list to the Union without written request by the Union, but the failure to do so shall not be considered a breach of this Agreement. Within 10 days after the start of each month thereafter, Company will, upon written request by the Union, give to the Union a list of all employees who are at that time covered by the Agreement.

6. The provisions of Sections 1, 2, 3 and 5 of Article II and of Section 3 of Article V of this Agreement shall have no application to the operations of the Company, if any, in the State of Arizona and are hereby deleted as to such operations as long as they are contrary to the law of Arizona. The Union asserts that the amendment to the Constitution of the State of Arizona, commonly referred to as the "Right to Work Bill", and its implementing legislation are unconstitutional and invalid and specifically reserves the right to secure a judicial determination thereon. Should they be repealed or held invalid by the Court of last resort, the provisions of Section 6, Article II, of this Agreement shall be eliminated and the provisions of Sections 1, 2, 3 and 5 of Article II and of Section 3 of Article V of this Agreement shall thereupon become effective as to operations in Arizona except as the same may be modified or superseded by any Act of Congress.

ARTICLE III

PREFERENCE OF EMPLOYMENT

The Company shall make all reasonable efforts to the end of providing jobs to individuals who are experienced and qualified. Such efforts shall include:

1. The Company shall accept and keep on file applications for employment by experienced and qualified workers.

2. In the event of an opening not filled by seniority employees asserting their right to the opening under Article IX - Seniority, Section 3, the Company shall give preference to workers formerly employed in the industry who are experienced, qualified and available to perform the work in question.

3. An individual is presumed to be experienced and qualified when he has performed work in the classification for two years and in six calendar months. The employee may be asked to supply evidence of his qualification. The presumption is rebuttable. Experience gain as a pre-sized melon packer shall not be deemed experience under this agreement for purposes of asserting the right to work as a packer in an unsized operation.

4. An individual shall be deemed to be available if he makes application for the opening within five days from the time the Company posts notice of the vacancy and is ready and able to work within said period of time. When an opening occurs, the Company will post a notice of such opening on the bulletin board and such other places as the packinghouse where notices are customarily posted, and where they are available to employees and individuals seeking employment.

5. The vacancy will be filled by the first qualified and experienced applicant. If a company employs workers who are experienced and qualified, the Company need not otherwise comply with the provisions of this Article. If a Company makes arrangements to employ a new worker who is experienced and qualified, and that worker goes to work within five days after the vacancy first becomes available or at the commencement of the Company's season at each of its packinghouses, whichever occurs later, then the Company need not otherwise comply with the provisions of this Article, if it posts notice of its arrangement to employ such worker, specifying the name of such worker.

6. A worker who asserts his right to an opening as set forth in this Article shall be on probation for the first five days he works to demonstrate to the Company's satisfaction his experience and ability.

7. The Company will be responsible for all wages lost by an experienced and qualified worker with an application on file and who is available for work, who is denied an opportunity for employment resulting from the Company's failure to satisfy the requirements set forth above. Provided, however, that no claim can be made for such lost wages for the first two working days lost by a qualified and experienced applicant.

8. An inexperienced worker who fills an opening and is not displaced as provided above shall begin to accrue seniority following the fifth day of posting.

ARTICLE IV

CHECK-OFF OF UNION DUES

1. The Company agrees to deduct from the wages of each employee who has signed the proper authorization card, Union dues and initiation fees. It will be the complete and sole responsibility of the Union Business Agents to secure the signed authorization cards from the employees and deliver such cards to the Company. These authorization cards are for one year or the length of the Contract, whichever is sooner.

2. Payroll deductions shall be made from the next paycheck following submission of the signed cards by the Business Agent and for the first pay period in each month thereafter. If an employee is discharged or quits prior to his regular payday, dues are to be paid when that employee receives his final check.

3. The employer will make out a check covering the total amount of dues and initiation fees deducted, together with a list of employees from whom the dues and initiation fees were deducted, and the amount deducted from each employee. The check and list are to be mailed to United Packing House, Food and Allied Workers, Local 78-B, at the last address given to the Company by the Union.

4. The Union will be responsible for all refunds to an employee. Under no circumstances should the employer return any money deducted under a signed authorization to an employee. No employer should make any deductions of any kind without the signed authorization.

ARTICLE V
REPRESENTATION

1. The Company agrees to admit to its packinghouse covered by this Agreement at any reasonable time any authorized Union representative for the purpose of conducting Union business, provided, however, there shall be no interference or interrupting of working operations. The Union representative shall notify the foreman or packer boss of his presence on the job before conducting any Union business.

2. On each packinghouse there shall be selected by the Union not more than three Shop Stewards, except that where different commodities are packed by separate crews there shall be not more than two Shop Stewards for each crew. One such person shall be designated as the Chief Shop Steward for each commodity. The Shop Stewards so selected shall represent the employees on the packinghouse as provided in Article VI entitled Grievance Procedure. The Chief Shop Steward, or another Shop Steward in his absence, may handle all matters directly with the Company representative. The Union shall notify the Company in writing of the identity of the Shop Stewards and any changes thereof within three days of their selection, and shall post a copy thereof on the bulletin board.

3. The Union shall be entitled to take one book inspection during working hours on each packinghouse in each monthly dues period. The Company and the Union shall mutually agree upon a time for the taking of such book inspection and notice thereof shall be posted on the bulletin board at least 24 hours prior to the time fixed.

4. At the start of each season, the Union shall be given not in excess of 10 minutes in which to select the Shop Stewards on each packinghouse. The time, therefore, shall be mutually agreed between the Company and the Union, it being understood, however, that it will be the 10 minutes immediately after the starting of work or the termination of a rest period, or the 10 minutes immediately after the starting of work or the termination of a rest period, or the 10 minutes immediately before the termination of work, or before a rest period.

5. The Union shall be allowed to hold its annual or bi-annual election of officers on the packinghouse during working hours, but no more than 30 minutes working time shall be expended for such election for each packinghouse.

ARTICLE VI

GRIEVANCE PROCEDURE

1. The Union and the Company through its Negotiating Committee recognize the necessity for speedy resolution of valid grievances. Both parties agree to use their best efforts and cooperation in a joint effort to make the grievance procedure function more satisfactorily for all concerned. It is the intention of both the Company and its Negotiating Committee and the Union to eliminate all unnecessary grievances and promptly adjust all grievances which are meritorious.

Whenever any dispute or grievance shall arise between the Union and the Company or an employee and the Company which cannot be settled informally, it shall be adjusted as follows:

Step One: The matter shall be reduced in writing and signed by the employee or Union representative on forms provided by the Company and it shall include the following:

- (a) A complete statement of the grievance and the facts on which it is based;
- (b) The remedy or correction which is desired the Company make; and
- (c) The section or sections of this Agreement, if any, relied upon or claimed to have been violated.

This written grievance shall then be either presented by the Shop Steward or Business Agent of the Union to the Foreman or Company representative and the Shop Steward or if Business Agent cannot settle the matter, the Company shall within 48 hours after demand by the Business Agent, furnish the Union with a written answer which shall include the following:

- (a) A complete statement of the Company's position and the facts upon which it is based;
- (b) The remedy of correction offered, if any.

Step Two: If it is decided to appeal the grievance to Step Two, the Business Agent shall, within 3 days after receipt of the Company's answer, send a notice of appeal in writing to the Negotiating Committee with a copy to the Company, which notice shall include the following:

- (a) A brief statement of the reason for appeal;
- (b) Any additional facts in support of the original statement.
- (c) A statement of the remedy or correction requested from the Company;
- (d) The section or sections of this Agreement, if any, relied upon or claimed to have been violated.

After such notice of appeal, the Representatives from the Union and Representatives from the Negotiating Committee shall arrange a conference at which conference either party may offer and present evidence of the grievance and during which conference a bona fide effort in good faith will be made by both of the parties to settle the grievance. Either side will have the right to demand that said conference be had within 48 hours of the notice of appeal if the notice is properly sent in accordance with the first paragraph of this section.

Step Three: If no resolution of the grievance is reached at the Step Two conference either side may request the mediation of the State Conciliation Service. The Conciliator shall be given copies of the contract, the grievance, responses, request of appeal to Step Two and the positions of the parties on the issue. The parties shall have the right to present evidence in support or defense of the parties on the issue. The Conciliator, may be asked to render a written opinion which shall not be binding on the parties unless otherwise agreed.

2. Other provisions relating to grievances are:

- (a) The Company may submit a grievance in writing directly to the Union and the same will be heard at a conference between the Union and the Labor Committee in the district in accordance with the provisions of Step Two set forth above.
- (b) This provision shall not limit the right of any employee to present a grievance individually as provided under the Labor-Management Act, provided, however, the Union shall have the right to have its representative

present at such hearing and shall be notified of any such hearing.

- (c) Any of the periods within which any of the acts required in this Article are to be performed may be extended by written mutual consent between the Union and the Company.
- (d) If any employee is discharged, he shall be given the opportunity to present his grievance to his Shop Steward before leaving Company property.
- (e) Any grievance relating to discharge, seniority or preference of employment shall be presented in writing within 7 working days after the discharge or the denial of seniority status, or such grievance shall be deemed to be waived. Any other grievance shall be presented in writing within 15 days after the termination of season in which the grievance occurred, or such grievance shall be deemed to be waived.
- (f) The party aggrieved may move forward to the next step of the grievance procedure if response by the other side is not made within the time limit set forth.
- (g) The Company agrees that the authorized Union representative designated in this Agreement shall not be hindered, coerced, restricted or interfered with in the performance of his duties of investigating, presenting and adjusting grievances as provided for in this Article.
- (h) An employer's refusal to participate in the conference contained in Step 2 of this procedure shall waive the right of the employer to object to the specific grievance if the Negotiating Committee has

been properly notified and all monies and/or benefits lost by the grievant shall be awarded. An employee who resorts to concerted activity in violation of this agreement in order to enforce a demand for wages or working conditions waives the right to use the grievance procedure. This in no way effects the obligations of the employees or the Union contained in Articles XII - No Strike No Lock Out.

3. Any dispute which shall arise and is considered by either the Company or the Union to require immediate attention shall be referred directly to the next scheduled meeting of the Areas Negotiating Committee and the Union. Prior to the commencement of the season, the Union and the Areas Negotiating Committee will schedule grievance meetings in each of the various districts specified in Article IX, Section 14, such meetings to be set approximately 10 days after the packing season starts in each such district. No later than 5 days prior to each such meeting the Union will give written notice that it intends to proceed with such meeting. In the absence of such notice the meeting shall be deemed cancelled. The Union and the Areas Negotiating Committees will hold their respective members responsible to pursue all unresolved disputes through the procedures herein established.

ARTICLE VII

ARBITRATION

1. Any dispute which has not been adjusted under the Grievance Procedure and which arises under the terms and conditions of this Agreement may be submitted to arbitration. The Negotiating

Committee and the Union shall attempt by mutual agreement to appoint an arbitrator. In the event the parties cannot agree on an impartial arbitrator, then either party may request a panel of arbitrators to be submitted by the Federal Mediation and Conciliation Service and an arbitrator shall be selected from such panel by the process of each party alternately eliminating one of the suggested names until there remains only one name of the panel.

2. At the outset of the arbitration hearing, the party appealing to arbitration shall furnish the arbitrator with copies of all documents relating to the grievance. The arbitrator and the parties shall then determine the issue to be arbitrated from the documents so offered and the arbitrator shall confine his decision to the issue or issues agreed upon. If the parties cannot agree upon the issue, the arbitrator shall determine the issue from the documents submitted.

3. Either party may call such witnesses as are necessary and the arbitrator shall proceed to hear the matter and render a written opinion. Such written opinion shall be final and binding upon the parties thereto.

4. The cost of said arbitration shall be borne equally between the parties.

ARTICLE VIII

NOTICE TO UNION OF START OF SEASON

Company will give the Union 72 hours notice, if possible, of the commencement of the packinghouse operations by giving notice in writing or by telephone of the approximate starting hour of its first day's operation. If 72 hours cannot be given, notice

shall be given as soon as the Company knows the approximate starting date of its operation.

Within 72 hours of the receipt of the above notice by the Union, the Union will notify the Company of the names, addresses, and telephone numbers of its authorized representatives and offices for each district specified in Article IX, Section 14.

ARTICLE IX

SENIORITY

1. Seniority shall be obtained on each packinghouse after employment of 30 days or 51% of the season, provided 51% of the season is less than 30 days. Any seniority acquired by employees under contracts heretofore existing between the Company and other unions shall be accumulated under the provisions of this contract.

2. Seniority shall be acquired only on each individual packinghouse and shall apply only to the job classification in which the employee is employed. When employees rotate or work regularly on more than one job classification, they shall be entitled to seniority on the job classifications upon which they regularly worked. Where a company operates more than one packinghouse with overlapping seasonal operations, an employee having seniority on more than one packinghouse shall not lose his seniority in either so long as he works in the packinghouse to which he is assigned by the company.

3. Employees applying for job openings in the plant shall be entitled to such job openings on the basis of length of hire, provided they are capable of performing the work in a manner satisfactory to the employer and provided they are experienced and qualified to perform such work as the same is defined in

Article III, paragraph 3 (Preferential Hiring Clause). This provision shall not permit an individual to assert his right to a job opening in preference over a qualified applicant who is unemployed as a result of a plant closing within the district.

4. In the event the company packs more than one commodity in its packinghouse, its employees having seniority in any one commodity shall be employed in any other commodity packed in said packinghouse as jobs open up in preference to workers not formerly employed by the Company if such seniority employees are available and qualified.

(a) In the event a job classification in Company's packinghouse is eliminated, seniority employees who were performing such job classification at the time of its elimination shall be given preference in unfilled jobs in the packinghouse if such seniority employees are available and qualified.

5. Where an employee agrees in writing to transfer to another classification, he shall obtain seniority status in the new classification in the manner heretofore provided. He shall retain this seniority status in his former classification (provided he is capable of performing the job). The seniority on the former classification may be exercised in the event that within one year of the transfer he is laid off the job to which he has been transferred and the lay off is by reason of lack of seniority or elimination of the job to which he has been transferred.

6. As to employees having seniority as heretofore provided, hiring and lay offs of such employees shall be on the basis of length of seniority.

7. Company shall, within 30 days following the close of the season, prepare a seniority list and mail a copy to the Union at 471 Main Street, El Centro, California. On the first operation day of the next season, Company shall post a copy of the seniority list on the bulletin board. Seniority lists on each commodity on which seniority can be obtained shall include employee's name and the year and date of hiring, and the job classification for each packinghouse, provided, however, that as to employees who obtain seniority on or before the end of the 1950 season, the date of hiring need not be set forth in the list other than to state seniority obtained prior to December 31, 1950, and as to such employees, prior right of employment shall be determined by the Company and the Union.

8. The employees shall, between close of season and 2 weeks prior to the commencement of the season in which he claims seniority, notify the Company in writing of his intention to assert his seniority. The Company shall acknowledge such notice and notify the employee in writing of the approximate starting time of the next season at his last known address. The employee shall report and be available for work at such time unless he has obtained a written authorization from the Company extending the time for reporting. There need be no more than 5 days between the date of notification and the date for reporting. Notification of the approximate date of starting operations shall not constitute a call.

9. Nothing in this Article shall be interpreted to deprive an employee of seniority because employee arrives later than the date for reporting if employee arrives within 7 days after the

packinghouse has commenced packing operations and provided employee's failure to arrive on time was because of employment in lettuce, carrot, cauliflower, broccoli, celery or melon packinghouses in another district where employee has seniority or would have it by the end of the season, and employee brings a certificate from employee's employer stating employee was so employed and employee's services were required. Employee must report within 3 days after ending such employment. In the event of any delay in reporting for work for the reason herein set forth, employee shall give notice to the employer in writing of such delay, which notice shall be in the hands of the employer at least 3 days prior to the date on which employee was to report for work, and in such notice the employee shall also advise the employer of the date on which employee will report. It is also understood that the employer will provide such certificate, when required, to protect seniority in another area.

10. Where the Company maintains separate crews in different commodities covered by this seniority provision, employees shall obtain seniority only in one commodity, except that seniority may be obtained in two or more commodities where the commodities are worked in separate or overlapping seasons and the employee has obtained seniority in each commodity in a particular classification and has otherwise complied with the terms of this provision.

11. If required by the employer, an employee in order to maintain seniority in more than one commodity where there is an overlapping or seasons shall shift to the commodity in which the season is just beginning and to the classification in which he claims seniority in such commodity or he shall lose his seniority in such commodity.

12. Whatever seniority an employee has is lost if he:
- (a) Is discharged for a just cause;
 - (b) Voluntarily leaves the employment of the employer without written leave of absence; or
 - (c) Fails to give notice and report as required under the Article.

13. Seniority applies only in lettuce, carrots, cauliflower, celery, broccoli and melons except that in case of packinghouses packing mixed vegetables, seniority shall apply on the basis of Section 2, Article IX, if seniority is not acquired in a commodity under this Section 13.

14. Where a Company in a district is packing a commodity that is covered by the provisions of this contract and that Company opens an additional packing shed in the same district to pack that commodity, seniority employees shall be offered employment on the packing shed of their choice within a period of 10 days after the additional packing shed is opened.

Seniority employees who choose to remain at the original shed shall have the right for two years after the opening of the additional shed to transfer to the new shed under the following conditions:

- (1) A sustained reduction in the available work due to transfer of volume to the new shed. This option shall be exercised just once.
- (2) Upon the closing of the original shed.

The districts referred to herein are: Yuma Valley, Arizona; Imperial Valley, California; Blythe, California; Parker, Arizona; Bakersfield, California; Mendota, Firebaugh and Los Banos,

California; Turlock and Huron, California; and Sacramento Valley, California.

ARTICLE X

LEAVES OF ABSENCE

1. Leaves of absence not to exceed two months without pay may be granted by applying to and receiving approval from the Company. Leaves of absence may be extended by applying to and receiving approval from the Company, upon a satisfactory showing of necessity.

2. Leaves of absence not in excess of eight days may be either in writing or oral at the option of the Company. All leaves of absence in excess of eight days and all extensions of leaves of absence in excess of eight days must be in writing on forms furnished by the Company and signed by the Shop Steward or other Union representative, the Company representative and the employee requesting such leave, in triplicate, one copy for the employee, one for the Union and one for the employer.

3. Leaves of absence shall not be granted for employees to work elsewhere or to venture into business except that Company may release employees to work at another packinghouse for a period not to exceed four days. An employee may be released for 24 hours at a time.

4. Leaves of absence shall be granted or extended upon illness of an employee substantiated by a doctor's certificate or other adequate proof of illness.

5. An employee's appointment or election to conduct Union business shall be deemed good and sufficient reason for obtaining

a leave of absence. Such employee shall be given, upon written notice to the Company and to the Shippers Labor Committee in the district as to those packinghouses listed in Appendix "A", a leave of absence not to exceed one year, which shall be extended yearly thereafter on request, provided the employee shall be continuously conducting Union business. Not more than three employees shall be given leaves of absence under this Section from any one packinghouse unless authorized by the Company.

6. Seniority shall accumulate during leaves of absence and upon his return within the period of the leaves of absence, the employee shall be reinstated without loss of seniority and at the existing scale of wage.

ARTICLE XI

MEN IN ARMED FORCES

Employees who have been in the armed forces shall be entitled to return to their former position or a position of like seniority, status and pay. Seniority shall be subject and subordinate to the provisions of Section 308 of the Selective Service and Training Act. Application for such re-employment shall be made within six months of discharge or within such longer period as good cause may warrant.

ARTICLE XII

NO-STRIKE, NO-LOCKOUT

1. The Union and the employees agree that there will be no strikes, slowdowns, job or economic action, or other interference in concert or individually with the conduct of the Employer's

business during the life of the Agreement. The Employer agrees there shall be no lockout during the term of this Agreement.

2. It is further agreed that the Union and the employees will not sanction, recognize, support, or participate in any strike or picket line which has not met the requirements of Paragraph 3 below of any union not a party to this Agreement at premises of the Employer or premises where the Employer is conducting business.

3. An employee's refusal to cross or work behind a legitimate, bona fide, lawful primary picket line sanctioned by the International Office of the United Food and Commercial Workers AFL-CIO shall not be deemed a violation of this Agreement if both the following conditions are met seven (7) days prior to such refusal:

- (a) Written notice of the sanction
- (b) Written notice of the applicability of this paragraph to the labor dispute that has been sanctioned.

The Union shall not command, order or direct employees to exercise their rights under this Paragraph 3 but shall have the right to advise employees whether the strike or picket line is sanctioned and the notice provisions of this Paragraph are complied with, as to the facts of the particular labor dispute and as to the employees' rights under this paragraph. Neither shall the employer command, order or direct employees to exercise the rights under this Paragraph 3. Each individual employee shall have the right to make his free choice to cross or not cross any sanctioned picket line as defined in this Paragraph 3 to the extent provided herein and subject to the conditions above.

4. A strike or lockout during the term of this Agreement shall be deemed a breach thereof and either party may seek such legal relief as may be available to it without first invoking the grievance or arbitration procedure herein set forth.

5. It is understood that all disputes and grievances hereunder shall be settled under the grievance procedure set forth herein.

ARTICLE XIII

RIGHTS OF MANAGEMENT

1. The Company shall have the right to direct the working force, to direct the accomplishment of any work on the packinghouse, to determine the quality of the pack and whether or not the crew shall be on piece or hourly rates, and also to determine as to the number of employees assigned to any given job, subject to appeal to the grievance procedure where undue hardship or reduction in earnings to employees result and where no valid economic reason for the change exists.

2. Employees shall comply with all lawful rules and orders of the Company not inconsistent with this Agreement and agree to work for the Company in the capacity retained.

3. Company shall have the right to discipline or discharge any employee for a just cause.

ARTICLE XIV

SAFETY

1. Each Company listed in Appendix "A" in the maintenance and operation of its packinghouse or houses shall abide by any

and all federal, state or local laws or regulations relating to sanitation and health. Failure to comply with any such law, ordinance or regulation shall not be deemed a breach of this contract until the same has been called to the attention of the Company and such breach has not been remedied within a reasonable time thereafter.

2. No employee shall be required to work where hazardous or unsafe conditions prevail.

3. The Company agrees to provide adequate fans and/or evaporative coolers in the major work areas of the packinghouse where excessively warm temperatures prevail. At the commencement of the 1980 packing season, the Union and the Negotiating Committee will evaluate each plant to determine compliance with this provision.

ARTICLE XV

WORKING CONDITIONS

1. There shall be a timepiece placed in a conspicuous place on each packinghouse.

2. Employer shall make available for the Union's use a bulletin board on each packinghouse. Said bulletin board shall be used by the Union exclusively for the purpose of posting notices of official Union business.

3. When the Company operates on piece rates, it shall maintain and post, or give to the Shop Steward each day, a uniform pack-out record of each packer and the average pack, together with any hourly time (including standby and call time) paid for the previous day's operation.

4. The foreman and the packer boss shall not perform any work normally done by the crew except in cases of emergency.

5. Employees whose work is such that it has been the custom to necessitate the use of special equipment shall be furnished with such equipment free of charge, and it shall be returned to the Company at the termination of employment in good condition, reasonable wear and tear excepted.

6. The Union shall hold its members to satisfactory work to the limit of reasonable possibility.

7. No employee, except as provided in the following paragraph, shall be required to work in excess of 4 hours consecutively without a meal period of one straight hour, unless agreed upon otherwise by the Company and employees. The press or sealer shall be used as the basis for determining the time periods provided in this paragraph. After the evening meal, no employee shall be required to work more than 3 consecutive hours without a meal period unless agreed upon otherwise by the Company and the employees, but in no case more than 4 hours. Duration of meal periods after 6:00 p.m. shall be adjusted by mutual consent of the crew and the Company.

8. Employees whose duties require their presence on the job before or after regular crew hours shall adjust their meal periods by mutual consent of the employee and the Company.

9. All employees covered under the terms of this contract, except employees engaged in maintenance and repair work, or other work not directly connected with packing operations, shall be paid on a piece rate basis when piece rates are in effect on a packinghouse. When hourly rates are in effect, all employees,

with the exception of the ladder and the loader, shall be paid hourly rates, and it shall be optional with the Company whether it will pay the ladder and the loader on the hourly rate or the piece rate. At all times it shall be the Company's option as to whether or not the crew shall be on piece rate or hourly rate.

10. Any wage scale now in effect or hereafter becoming effective shall not apply to regular employees covered by this contract who are paid on a weekly, semi-monthly, or monthly basis, unless such employees shall desire to come under such scale and be paid in accordance therewith.

11. In order to provide two consecutive hours for employees to vote on State and Federal election days, the Company shall call its crew at 9:00 a.m., or any time thereafter, or shall release its crew between the hours of 5:00 p.m. and 7:00 p.m.

12. When the crew is working on vegetables, the employees shall be entitled to a ten minute rest period for every two consecutive hours of work, unless the crew is stopping work at the end of such two hour period, the exact time of taking such rest period to be determined by the Company.

When the crew is working on melons the employees shall have a five minute rest period for each hour worked, taken at the end of each hour, five minutes at the end of the first and third hours and ten minutes at the end of the second. No break shall be taken when the crew breaks for a meal period or at the end of the shift. The above rest periods shall not apply to receivers, floor help, ice man, and ice blower, provided, however, they shall not be called upon to perform work outside of their regular duties during a rest period.

13. Employees who are members of regular crews shall not be released earlier than the regular crew. Except as herein above specifically set forth, this clause shall in no way infringe on the Rights of Management as set forth in Article XIII.

14. Packers who work on packinghouses using a mechanical sizer shall not be required to turn stem ends down on the bottom layer or size melons.

ARTICLE XVI

HOURS AND OVERTIME

1. (a) In the packing and handling of all commodities except melons, a day crew which commences work between 7:00 a.m. and 9:00 a.m. and works continuously except for meal periods of one hour shall be paid straight time for the first eight hours worked and shall be paid time-and-one-half for all hours worked in excess of eight hours in one day provided, however, that all work performed after 6:00 p.m. shall be at overtime. The Company at the start of the season will post a notice setting forth the hour for the regular meal period and overtime shall be paid in accordance with the foregoing sentence only if the meal period is taken during the hour so posted. If the meal period is taken at any other hour than as posted, then overtime is payable in accordance with the following sentence: "A day crew which commences work after 9:00 a.m. or commences work between 7:00 a.m. and 9:00 a.m., but does not work continuously thereafter except for one hour meal, periods shall be paid straight time until 5:00 p.m. and overtime for all work performed after 5:00 p.m.

in such day. A day crew which commences work between 6:00 a.m. and 7:00 a.m. shall receive overtime for all work performed before 7:00 a.m."

In the event of weather conditions which delay the harvesting process, the meal period posting requirements of this section will be waived and overtime will be paid in accordance with the first sentence of this paragraph.

(b) In the packing and handling of melons, all work performed by the employees before 7:00 a.m. or after 5:00 p.m., or after eight hours from call, excluding regular meal periods, shall be at the rate of time-and-one-half, providing, however crew members whose special duties require their reporting to the packinghouse prior to 7:00 a.m. shall receive straight time until they have worked eight hours and any time in excess of eight hours shall be at time-and-one-half. All work performed in excess of forty (40) straight time hours in any one week shall be paid at the rate of 1 1/2 times the straight time rate of pay.

2. A day crew is one which commences work between 6:00 a.m. and 5:00 p.m. A night crew is one which commences work between 6:00 p.m. and 5:00 a.m. A night crew which commences work between 6:00 p.m. and 8:00 p.m. and works continuously except for meal periods of one hour shall be paid straight time for the first eight hours worked and shall be paid time-and-one-half for all hours worked in excess of eight hours in any one night. A night crew which commences work after 8:00 p.m. or commences work between 6:00 p.m. and 8:00 p.m., but does not work continuously thereafter except for one-hour meal periods, shall be paid straight time until 4:00 a.m. and shall be paid overtime for all

work performed after 4:00 a.m. in such night. A night shift differential of 10 cents per hour on hourly rates or an equivalent in piece rates shall be paid. If only a night crew is used, the day crew shall be given the first right to work at night. When both day crews and night crews are used, the day crew shall be given eight hours work and the night crew shall be given at least five hours work in any 24 hour period in which a day and night crew are both used. This section shall not apply to melons.

3. Where the employees are required to work after 6:00 p.m., they shall be released not later than 5:00 p.m. for the evening meal period. Where the employees work later than 5:00 p.m., they shall not be required to work after 6:00 p.m.

In the event of weather conditions which delay the harvesting process, the foregoing requirements would be waived.

4. Crew members whose special duties require their reporting to the packinghouse prior to 7:00 a.m. shall receive straight time until they have worked eight hours. Any time in excess of eight hours shall be at time-and-one-half.

5. All work done on Sundays, January 1st, February 22nd, May 30th, July 4th, Labor Day, November 11th, Thanksgiving Day and December 25th, or such other day as may be proclaimed a holiday in its stead (or if any such day shall fall on Sunday, the following Monday) shall be paid at time-and-one-half. Sundays and holidays for night crews shall be those shifts following Sunday and holiday day shifts and commencing on such Sunday or holiday.

6. No work shall be done on Labor Day, except in melons. Work may be performed on Labor Day in melons with the mutual

consent of the Company and the Union. The Shop Steward may act for the Union in giving its consent.

7. (a) Employees shall be paid from the time called until released. Each day an employee is required to report for work and does report, but is not put to work, or is released with less than two hours, said employee shall be paid for at least two hours at the employee's regular rate of pay.

If an employee is required to report for work and is put to work, the employee shall receive a minimum of four hours work or four hours pay at the employee's regular rate of pay, except that when the employer, employees and Union agree that the usual or scheduled day's work is four hours or less, the employee shall be paid for not less than two hours at the employee's regular rate of pay. The Shop Steward may act upon the behalf of the Union in giving the foregoing consent.

The foregoing reporting time pay provisions are not applicable when:

- (1) Operations cannot commence or continue due to threats to employees or property, or when recommended by civil authorities; or
- (2) Public utilities fail to supply electricity, water, or gas, or there is a failure in the public utilities sewer system; or
- (3) The interruption of work is caused by an Act of God or other cause not within the employer's control.

If an employee is required to work a split shift in any one day and is furnished less than two hours of work on the second reporting, said employee shall be paid for two hours at the employee's regular rate of pay.

Any call may be rescinded by the Company by notification to the employee at least one hour prior to the time for reporting for work.

(b) Where a crew is on piece rates and less than the required call time is furnished, the employees shall be paid their piece rate for the period worked, and the remainder of the required call time shall be at the hourly rate.

(c) Return to work after a meal period shall not constitute a call unless the meal period exceeds one hour.

(d) Any time a crew is released it must be released for a minimum of one hour.

(e) When the crew is released for the remainder of the day and no definite time is fixed by the Company, but the crew is required to call in to ascertain a starting time, in such event the crew shall be given a full hour's period to call in, starting time to be not less than one hour after the final time designated to call in.

8. (a) In the case of standby time, when employees are on piece work, the sealing machine or press shall be used as the basis of maintaining such records. The hourly rate shall be paid to employees other than the melon packer for stand by. The Company shall assign an employee whose regular duties allow him/her to observe the sealing machine or press at all times to maintain start-stop records.

Unless the total period of stand by time exceeds 30 minutes accumulated over the shift there shall be no pay for stand by time. Employees shall be paid all stand by time in excess of 30 minutes per shift.

(b) The melon packer shall be paid for stand by at the rate of the equivalent of 40 full wood crates per hour.

(c) Stand by time for packers in mechanical presized operations:

In order to compensate for intermittent stops by the packers, the Company shall pay stand by time whenever the average packer fails to average 140 cartons per hour computed over the shift.

9. In the packing and handling of cantaloupes overtime after 40 straight time hours in any one week at the rate of time-and-one-half shall be paid.

ARTICLE XVII

GUARANTEED WORK WEEK

The Company recognizes the need to provide a reasonable work week and will work with the Union to attempt to regulate and adjust the crew size toward the end of providing a minimum of thirty-five hours work for its regular employees working in the packing of cantaloupes during each payroll week. In mixed melons the number of hours shall be thirty. An employee who works each day the Company operates during the payroll week shall be considered a regular employee.

ARTICLE XVIII

COMBINATION JOBS

When an employee performs a combination job, the wage rate shall be determined by mutual agreement between the Union, the employer and the Areas Negotiating Committee. A combination job

is one in which the employee is required to perform the work requirements of two or more job classifications resulting in a material increase in the work load. When an employee performs work, in one hour, in two or more classifications, but the work load is not materially increased over the work load of full time work on a standard job in one of these classifications, then he shall receive, for each such hour worked, the highest of the rates of pay in the classifications worked during such hour. When an employee performs work during a day in more than one classification, but the work of more than one classification is not comingled in any one hour, he shall receive for each hour the rate of pay specified for the job classification he is performing during that hour.

ARTICLE XIX

WAGES

1. The wages to be paid in the packinghouse or houses covered by this Agreement shall be set forth in Exhibits hereto attached. Rates of pay more favorable to employees than those contained in this Agreement shall remain in full force and effect. If an employee, not a part of a group of employees that are paid as a crew, is receiving a rate of pay above scale and terminates or is replaced, his replacement may be paid Union scale. If a group of employees are paid as a crew and are receiving more than Union scale and no member of that crew returns to work for the Company, then the new crew may be paid Union scale. The previous sentence shall not apply to a situation where because of unusual requirements or working conditions an above scale rate has been

negotiated between the Union and the Company or between the employees and the Company and which was approved by the Union. Future rates of pay higher than the contract rates herein provided must be approved by the employer, the employee, the Union representative and the Areas Negotiating Committee.

2. In the event that an employee fails to avail himself of the grievance or arbitration procedures set forth in this Agreement and resorts to a work stoppage, any rate of pay, fringe benefit, or working condition resulting from such work stoppage shall not be covered by the rate of pay clause of this contract.

3. Payday shall be twelve noon (12:00 noon) on any specified day other than Saturday or Sunday.

4. An employee who either quits or is laid off for the balance of the season shall have his paycheck made available to him at the packinghouse within 24 hours after he quits or is laid off.

5. When an employee terminates his employment at a packing shed or quits, the Company will provide, along with his last paycheck, an itemization showing the number of hours for which pension credits were paid. This section is complied with if this information is provided more frequently.

6. In the event the Company is required to load carriers higher than the level previously established, the employer will meet with the Union to determine whether or not the employees' duties are thereby substantially increased, and if so what if any premium should be paid therefore. If the Company and the Union cannot agree on the rate, the issues will be submitted to arbitration under Article 1, Section V.

ARTICLE XX

LIFE AND HEALTH AND WELFARE INSURANCE

1. (a) Each Company will provide a life, health, and welfare insurance policy to each eligible employee covered by this Agreement providing benefits, terms and conditions as set forth in Paragraph (b) hereof. The Company will pay the insurance premium for each month in which the employee qualifies.

(b) The Company shall provide eligible employee with benefits comparable to Plan XVIII of the Western Growers Assurance Trust Fund modified to include the following:

- (1) dental care in accordance with the attached schedule;
- (2) life insurance benefit of \$5,000;
- (3) increase RVS conversion factor under basic medical benefit to \$15.00 with the balance of reasonable and customary to be covered under major medical;
- (4) increase RVS conversion factor to \$15.00 for anesthetics and provide the benefit under basic medical with the balance of reasonable and customary to be covered under major medical.

(c) An employee shall have completed all qualifications for insurance coverage when he has worked 60 hours in the prior month for the Company paying the premium and is not disabled on the commencement of the first day of the first month in which he is to be insured.

(d) An employee who immediately prior to qualification for Plan XX was covered by Plan XXI under the Vacuum Cooler Agreement may continue that Plan by the self-payment of the difference between the monthly billed rate for that Plan and Plan XX by

making payments as set forth in Section (f) hereof. The Company shall continue to report and make payments on behalf of the employee under Plan XX to the Administrator of the Plan. The employee shall, under the provisions and restrictions of employee self-payments, make payments to the Administrator on the prescribed reporting form and in accordance with the conditions for such payments as set forth on the form.

(e) An employee covered by a plan comparable to Plan XXI under the Vacuum Cooler Agreement may continue the level of such benefits under Plan XXI of the Western Growers Assurance Trust by making payments as set forth in Section (d) above and Section (f) hereof. A continuation under this Section shall be subject to the Notification Clause on the reporting form which sets forth the master policy provision excluding medical expense payments for any condition for which treatment was received or expense incurred within 90 days of the effective date of the employee's insurance and will continue until the employee or eligible dependent has received no medical treatment or services for a 90 day period or has been insured for 12 consecutive months.

(f) Right of employee to pay premium when not employed by Company under this Contract: After termination of employment for the season, the employee may pay his own insurance premium, at the group rate, for a period not to exceed 11 consecutive months. The first payment of premium by the employee must be paid by the 10th day of the first month following termination of employment for the season, unless the premium for that month has been paid by the Employer, in which case the first payment by the employee must be made by the 10th day of the next consecutive month.

Thereafter, each payment must be made consecutively by the 10th of the month, provided the employer is not obligated to pay insurance for that month. The employee has the option to pay the premium for either life insurance only, or the complete coverage including life. This option is to be made by the employee at the start of the period of self-payment of premium and is binding thereafter.

(g) Any employee who retires from the vegetable industry and who was covered under the terms and conditions of this Agreement, who is not self-employed or employed by any other person, firm, corporation or company and who is receiving retirement benefits from the Western Growers Pension Plan shall be entitled during the life of this Agreement to pay his own insurance premium, at the then current group rate. The first payment of premium by the employee must be paid by the 10th day of the first month following termination of employment under this Agreement for which the Company does not pay the premium. The initial payment must be on the prescribed reporting form and in accordance with the conditions for such payments set forth on the form. Thereafter, each payment must be made consecutively by the 10th of each month with no break in payments.

2. Employer will mail to eligible employees, certificates of insurance and explanation of the health and welfare plan.

ARTICLE XXI

UNEMPLOYMENT INSURANCE

Any employer under this Agreement that is not covered by the compulsory provisions of the California Unemployment Insurance Act, will file with the California Employment Commission a written election that all employment in the packinghouses covered by this

Agreement will be deemed to be employment for all of the purposes of the Act and upon approval by the Commission of such election, employer will make the payments and deductions provided for under the Act.

ARTICLE XXII

PENSION

1. Company shall maintain in effect during the first year of this Agreement the Western Growers Pension Plan with benefits of \$20.00 per month for each year of credited service. Commencing March 1, 1981 the benefits shall be increased to \$24.00 per month for each year of credited service. The actuary will determine the required payment per hour per eligible employee necessary to fund the Plan with such benefits. The amount so determined is to be paid on hours of employment as follows:

Melons Only: On all hours worked for Company by each eligible employee.

Vegetables Only: On all hours worked for Company by each eligible employee up to maximum of 173 hours in any one month.

2. An employee may retire with benefits based on credited service if he has 10 or more years of unbroken service and becomes totally disabled from any type of gainful employment. The Workmen's Compensation set off in the original plan shall be continued.

3. No employee shall suffer a break in service because any Company who is a party to this Agreement fails to pay the required contribution on behalf of an eligible employee. However, if no contributions are made, no benefits will accrue.

4. A Company who fails to make the required pension contribution on behalf of an eligible employee shall pay all reasonable costs of collection incurred by the employee and/or Union.

5. The employer shall contribute to the Western Growers Pension Trust an amount determined by the actuary to provide a death benefit payable in the event of death before a fully vested participant is eligible for early retirement.

In lieu of the current benefit of 30% of contributions up to \$1,000, the benefit would be as follows:

(1) If there is a surviving spouse

The benefit would have a value equal to the greater of:

- (a) 30% of contribution without limit, or
- (b) 1/2 of the actuarial value of the accrued (earned) pension of the participant

The benefit would be paid in the form of a pension payable for life unless the monthly amount would be less than \$10.00 in which event it would be paid in a lump sum.

(2) If there is no surviving spouse but there are minor children (under age 18)

The benefit would have a value equal to 30% of contributions without limit and would be paid in equal monthly installments until the youngest minor child reached age 18 unless the monthly amount would be less than \$30.00 in which event it would be paid in a lump sum.

ARTICLE XXIII

AUTOMATION-ADJUSTED RETIREMENT BENEFIT

An employee who has maintained his seniority for at least three years with the Company and the Company certifies that such employee's employment has been eliminated by reason of a change

in operations due to mechanization as set forth in Article 1, Section 4, shall be entitled to an adjustment in the normal age of retirement (65), as follows:

1. The employee must have worked in the year for which certification was issued or in any subsequent year, 50% or less of the average number of hours worked in the industry by said employee during the three calendar years prior to the year of certification.

2. The employee must have ten years of vesting service in the WGA Pension Trust at the time his certification is issued.

3. The employee must have 5,000 future service hours in the WGA Pension Trust at the time certification is issued.

4. The employee's normal retirement age (65) shall be reduced by one month for each 150 hours of future benefit service in the WGA Pension Trust as of the time the certification is issued.

5. An employee who qualifies for this benefit shall have his reduction in his normal retirement age date reduced one year for each year in which he accrues future service hours subsequent to the date his certificate is issued equal to 75% or more of the hours set forth in 1 above.

6. If an employee is receiving benefits under provisions, he will lose one month of pension payment for each month he works after the commencement of benefit payments.

7. In any event, the employee's normal retirement age shall not be reduced before age 55 by reason of this Article.

The actuary will determine the required payment per hour per eligible employee necessary to fund the Pension Plan with benefits

as modified above. The amount so determined shall be paid on all hours worked for the Company by employees covered by this Agreement.

ARTICLE XXIV

DISCHARGE AND WARNING NOTICES

The Company shall not discharge or suspend any employee without just cause, but in respect to discharge, shall give at least one warning to the employee before such action is taken, except for flagrant insubordination.

ARTICLE XXV

DURATION OF AGREEMENT

This Agreement shall be effective March 16, 1980. It shall remain in effect for three years from such date and shall thereafter be automatically renewed from year to year, except as hereinafter set forth.

(a) On or before January 15, 1983, or on or before January 15 of any year thereafter, either party may give to the other a written notice of termination, whereupon this Agreement shall terminate on the following March 15.

(b) On or before January 15, 1983, or before January 15 of any year thereafter, either party may give to the other a written notice or request for modification, or alteration or amendment to this Agreement. When such notice is given, the party giving the notice shall specify therein the particular modification, or alteration of, or amendment to the contract desired. After such notice, it is the duty of the parties on or after January 15 to bargain for the purposes of agreeing upon such modification,

alterations, or amendments. If this form of notice is given, this Agreement shall remain in effect for one additional year, subject to whatever changes are agreed to by the parties.

(c) The notices provided in (a) and (b) above may be given by either of the parties to this Agreement, or by the duly authorized representatives of either party.

Entered into this

27th day of August

cross

day of

, at

Salinas, California.

FOR THE UNION

[Handwritten signature]

FOR THE AREAS NEGOTIATING COMMITTEE

[Handwritten signature]

APPENDIX "A"

ATB Packing Company
Sam Andrews' Sons
V.H. Azhderian Company, Inc.
Cantaloupe Producers Exchange
Colace Brothers, Inc.
Couture Farms
Danna & Danna
Gourmet Farms
Great Western Grower, Shippers &
Distributors
High & Mighty Farms
Half Moon Fruit & Produce Company
A. Levy & J. Zentner Company
Lindemann Farms, Inc.
Naam Packing Company
Pappas & Company
Pete Pasquinelli Company
Perez Packing Company
N.A. Pricola Company
Ranchero Packing Company
Rancho Packing Company
Rose Valley Produce Company
S & J Packing Company
Sahara Packing Company
Mario Saikhon
Silver Creek Packing Company
Tri-Produce
Turlock Fruit Company
United Packing Company
Verde Produce
Vukasovich, Inc.

EXHIBIT A
Part I

LETTUCE WAGE SCALE

<u>CLASSIFICATION</u>	<u>HOUR</u>	<u>PIECE RATE</u>				
PACKER	6.795	.3397	per	crate		
TRIMMER	6.495	.3247	"	"		
MISCELLANEOUS						
(Including:						
(Crate Repairer	6.495	.3247	per	crate	Average	Packer Rate
(Turnboy	6.495	.3247	"	"	"	"
(**Turnboy Who						
Turns All Crates	6.495	.3247	"	"	"	"
**CHECKER	6.495	.3247	"	"	"	"
**STAMPER	6.495	.3247	"	"	"	"
**PAD MAN	6.495	.3247	"	"	"	"
**ICE BLOWER	6.545	.3272	"	"	"	"
TRUCKER						
(Including:						
(Trailer	6.545	.3272	"	"	"	"
(Basket Handler	6.545	.3272	"	"	"	"
(Receiver	6.545	.3272	"	"	"	"
(Trucker	6.545	.3272	"	"	"	"
(Bug Driver	6.545	.3272	"	"	"	"
*LABELER	6.545	.3272	"	"	"	"
*PAPER FOLDER	6.545	.3272	"	"	"	"
*TOP ICER (Crates)	6.62	.3310	"	"	"	"
*CRATE LINER	6.67	.3335	"	"	"	"
RECEIVER (Head)	6.67	.3335	"	"	"	"
**ICER MAN (Conveyor)	6.745	.3372	"	"	"	"
FORK LIFT COMBINATION	7.08	.3540	"	"	"	"
***FORK LIFT FULL TIME	7.15	.3575	"	"	"	"
FORK LIFT AND RECEIVER						
(Head)	7.25	.3625	"	"	"	"
DELIVERY MAN	7.15	NONE				
LIDDER:						
Folds own paper	7.045	5.06	per	100		
Paper folder						
furnished	7.045	3.81	per	100		
CARLOADER	7.645	7.40	per	100		

*Top Icer, Labeler, Crate Liner, and Paper Folder shall receive \$.10 per hour when the crew is on hourly rates or 1/2¢ per crate added to the average packer rate when the crew is on piece rates for each packer over 8; provided that if there are two (2) employees performing any of the above jobs in one packinghouse crew, the 10¢ per hour or 1/2¢ per crate added to the average packer rate shall be paid for each packer over 16, and the 10¢ per hour or 1/2¢ per crate added to the average packer rate shall be divided between the two employees.

EXHIBIT A
Part I
(Continued)

**Checker, Pad Man, Ice Man, Ice Blower, Stamper and Turnboy (if he turns all crates) shall receive 5¢ per hour when the crew is on hourly rates of 1/4¢ per crate added to the average packer rate when the crew is on piece rates for each packer over 8; provided that if there are two (2) employees performing any of the above jobs in one packinghouse crew, the 5¢ per hour or 1/4¢ per crate added to the average packer rate shall be paid for each packer over 16, and the 5¢ per hour or 1/4¢ per crate added to the average packer rate shall be divided between the two employees.

***Fork Lift - Full Time shall apply when the employee spends 50% or more of his working time during a payroll period operating a fork lift.

Packers shall receive an additional 3/8¢ per crate when collars are used.

Packers shall receive an additional 3/16¢ per pad inserted by packers.

STAMPING

An employee other than "stamper" or "packer" stamping size or variety on the container in addition to doing his regular classification or work, shall receive a rate of seven and one-half cents per hour for each stamp marking which such employee marks on the container. Example: one stamping on containers, seven and one-half cents per hour additional; two stampings on containers, fifteen cents per hour additional, etc.

WASHED LETTUCE

Packers of washed lettuce shall receive a bonus of 7-1/2¢ per hour or 3/8¢ per crate.

Trimmers in dunking and overhead spraying systems shall receive a bonus of 5¢ per hour or 1/4¢ per crate. Trimmers in individual revolving tables shall receive a bonus of 2-1/2¢ per hour or 1/8¢ per crate.

Whenever two or more employees are performing a job normally done by one person in the crew, those earnings computed for one person shall be divided between the two or more persons performing the job.

EXHIBIT A
Part I
(Continued)

COMBINATION JOBS

If an employee is employed in more than one job classification he shall be paid in accordance with the provisions of Article XVI of this Agreement.

COLD ROOM

Any employee who is required by the Company to work substantially full time in a cold room for the storage of produce (at least 51% of such employee's normal work day) shall receive 50¢ per hour in addition to the hourly wage for such employee for all hours worked in the day such work is performed.

Any employee who is required by the Company to regularly and customarily work in and out of a cold room for the storage of produce shall receive 10¢ per hour in addition to the hourly wage for such employee for all hours worked in the day such work is performed.

ICE BLOWING OR GRINDING

Where an employee blows cars or grinds ice for the blower, in addition to his usual job, he/she shall receive a rate of 10¢ per hour above his usual classification.

EXHIBIT A
Part II

WAGE SCALE FOR LETTUCE HALF CRATES AND CARTONS

<u>CLASSIFICATION</u>	<u>HOUR</u>		<u>PIECE RATE</u>				
PACKER	6.795	.1887	per crate				
TRIMMER	6.495	.1624	"	"	"	"	"
MISCELLANEOUS							
(Including:							
(Crate Repairer	6.495	.1624	per crate Average Packer Rate				
(Turnboy	6.495	.1624	"	"	"	"	"
(**Turnboy Who							
Turns All Crates	6.495	.1624	"	"	"	"	"
**PAD MAN	6.495	.1624	"	"	"	"	"
**CHECKER	6.495	.1624	"	"	"	"	"
**STAMPER	6.495	.1624	"	"	"	"	"
**ICE BLOWER	6.495	.1624	"	"	"	"	"
TRUCKER							
(Including:							
(Trailer	6.545	.1636	"	"	"	"	"
(Basket Handler	6.545	.1636	"	"	"	"	"
(Receiver	6.545	.1636	"	"	"	"	"
(Trucker	6.545	.1636	"	"	"	"	"
(Bug Driver	6.545	.1636	"	"	"	"	"
*LABELER	6.545	.1636	"	"	"	"	"
*PAPER FOLDER	6.545	.1636	"	"	"	"	"
*TOP ICER (Crates)	6.62	.1655	"	"	"	"	"
*CRATE LINER	6.67	.1667	"	"	"	"	"
RECEIVER (Head)	6.67	.1667	"	"	"	"	"
**ICE MAN	6.745	.1686	"	"	"	"	"
FORK LIFT COMBINATION	7.08	.1770	"	"	"	"	"
***FORK LIFT FULL TIME	7.15	.1787	"	"	"	"	"
FORK LIFT AND RECEIVER							
(Head)	7.25	.1812	"	"	"	"	"
CARTON STAPLER,							
STITCHER OR CLOSER	6.75	.1687	"	"	"	"	"
LIDDER:							
Folds own paper	7.045	5.06	per 100				
Paper folder							
furnished	7.045	3.81	per 100				
CARLOADER	7.645	5.10	per 100				
DELIVERY MAN	7.15	NONE					

*Checker shall receive \$.10 per hour when the crew is on hourly rates or 1/4¢ per half crate added to the average packer rate when the crew is on piece rates for each packer over 4; provided that if there are two (2) employees performing any of the above jobs in one packinghouse crew, the 10¢ per hour or 1/4¢ per half crate added to the average packer rate shall be paid for each packer over 8, and the 10¢ per hour or 1/4¢ per half

EXHIBIT A
Part II
(Continued)

crate added to the average packer rate shall be divided between the two employees.

- **Crate Liner, Pad Man, Paper Folder, Ice Man, Ice Blower, Stamper and Turnboy (if he turns all crates) shall receive 10¢ per hour when the crew is on hourly rates or 1/4¢ per half crate added to the average packer rate when the crew is on piece rates for each packer over 8; provided that if there are two (2) employees performing any of the above jobs in one packinghouse crew, the 10¢ per hour or 1/4¢ per half crate added to the average packer rate shall be paid for each packer over 16, and the 10¢ per hour or 1/4¢ per half crate added to the average packer rate shall be divided between the two employees.
- ***Top Icer and Labeler shall receive 20¢ per hour when the crew is on hourly rates or 1/2¢ per half crate added to the average packer rate when the crew is on piece rates for each packer over 4; provided that if there are two (2) employees performing any of the above jobs in one packinghouse crew, the 20¢ per hour or 1/2¢ per half crate added to the average packer rate shall be paid for each packer over 8, and the 20¢ per half crate added to the average packer rate shall be divided between the two employees.
- ****Fork Lift - Full Time shall apply when the employee spends 50% or more of his working time during a payroll period operating a fork lift.

Packers shall receive an additional 3/8¢ per crate when collars are used.

Packers shall receive an additional 3/16¢ per pad inserted by packers.

STAMPING

An employee other than "stamper" or "packer" stamping size or variety on the container in addition to doing his regular classification or work, shall receive a rate of seven and one-half cents per hour for each stamp marking which such employee marks on the container. Example: one stamping on containers, seven and one-half cents per hour additional; two stampings on containers, fifteen cents per hour additional, etc.

WASHED LETTUCE

Packers of washed lettuce shall receive a bonus of 7-1/2¢ per hour or 3/16¢ per crate.

EXHIBIT A
Part II
(Continued)

Trimmers in dunking and overhead spraying systems shall receive a bonus of 5¢ per hour or 1/8¢ per crate. Trimmers in individual revolving tables shall receive a bonus of 2-1/2¢ per hour or 1/16¢ per crate.

Whenever two or more employees are performing a job normally done by one person in the crew, those earnings computed for one person shall be divided between the two or more persons performing the job.

COMBINATION JOBS

If an employee is employed in more than one job classification he shall be paid in accordance with the provisions of Article XVI of this Agreement.

COLD ROOM

Any employee who is required by the Company to work substantially full time in a cold room for the storage of produce (at least 51% of such employee's normal work day) shall receive 50¢ per hour in addition to the hourly wage for such employee for all hours worked in the day such work is performed.

Any employee who is required by the Company to regularly and customarily work in and out of a cold room for the storage of produce shall receive 10¢ per hour in addition to the hourly wage for such employee for all hours worked in the day such work is performed.

ICE BLOWING OR GRINDING

Where an employee blows cars or grinds ice for the blower, in addition to his usual job, he/she shall receive a rate of 10¢ per hour above his usual classification.

EXHIBIT A
Part III

WAGE SCALE FOR TWO-THIRDS LETTUCE CRATE

<u>CLASSIFICATION</u>	<u>HOUR</u>	<u>PIECE RATE</u>						
PACKER								
(a) Ice Pack	6.795	.2343	per	crate				
(b) Dry Pack	6.795	.2265	"	"				
TRIMMER	6.495	.2165	"	"				
MISCELLANEOUS								
(Including:								
(Crate Repairer	6.495	.2165	per	crate	Average	Packer	Rate	
(Turnboy	6.495	.2165	"	"	"	"	"	
(**Turnboy Who								
Turns All Crates	6.495	.2165	"	"	"	"	"	
*CHECKER	6.495	.2165	"	"	"	"	"	
**STAMPER	6.495	.2165	"	"	"	"	"	
**PAD MAN	6.495	.2165	"	"	"	"	"	
TRUCKER								
(Including:								
(Trailers	6.545	.2182	"	"	"	"	"	
(Basket Handler	6.545	.2182	"	"	"	"	"	
(Receiver	6.545	.2182	"	"	"	"	"	
(Trucker	6.545	.2182	"	"	"	"	"	
(Bug Driver	6.545	.2182	"	"	"	"	"	
**ICE BLOWER	6.545	.2182	"	"	"	"	"	
**LABELER	6.545	.2618	"	"	"	"	"	
**PAPER FOLDER	6.545	.2182	"	"	"	"	"	
**TOP ICER	6.62	.2452	"	"	"	"	"	
**CRATE LINER	6.67	.2223	"	"	"	"	"	
RECEIVER (Head)	6.67	.2223	"	"	"	"	"	
**ICE MAN	6.745	.2248	"	"	"	"	"	
FORK LIFT COMBINATION	7.08	.2360	"	"	"	"	"	
****FORK LIFT FULL TIME	7.15	.2383	"	"	"	"	"	
FORK LIFT AND RECEIVER								
(Head)	7.25	.2417	"	"	"	"	"	
CARTON STAPLER,								
STITCHER OR CLOSER	6.75	.2250	"	"	"	"	"	
LIDDER:								
Folds own paper	7.045	5.06	per	100				
Paper folder								
furnished	7.045	3.81	per	100				
CARLOADER	7.645	5.96	per	100				
DELIVERY MAN	7.15	NONE						

*Checker shall receive 15¢ per hour when the crew is on hourly rates or 1/3¢ per two-thirds crate added to the average packer rate when the crew is on piece rates for each packer over 6; provided that if there are two (2) employees performing any of the above jobs in one packinghouse crew, the 15¢ per hour or

EXHIBIT A
Part III
(Continued)

1/3¢ per two-thirds crate added to the average packer rate shall be paid for each packer over 12, and the 15¢ per hour or 1/3¢ per two-thirds crate added to the average packer rate shall be divided between the two employees.

**Crate Liner, Pad Man, Turnboy (if he turns all crates), Stamper, Paper Folder (if one paper is used), Ice Man and Ice Blower shall receive 10¢ per hour when the crew is on hourly rates or 1/4¢ per two-thirds crate added to the average packer rate when the crew is on piece rates for each packer over 8; provided that if there are two (2) employees performing any of the above jobs in one packinghouse crew, the 10¢ per hour or 1/4¢ per two-thirds crate added to the average packer rate shall be paid for each packer over 16, and the 10¢ per hour or 1/4¢ per two-thirds crate added to the average packer rate shall be divided between the two employees.

***Top Icer and Labeler shall receive 30¢ per hour when the crew is on hourly rates or 2/3¢ per two-thirds crate added to the average packer rate when the crew is on piece rates for each packer over 6; provided that if there are two (2) employees performing any of the above jobs in one packinghouse crew, the 30¢ per hour or 2/3¢ per two-thirds crate added to the average packer rate shall be paid for each packer over 12, and the 30¢ per two-thirds crate added to the average packer rate shall be divided between the two employees.

****Fork Lift - Full Time shall apply when the employee spends 50% or more of his working time during a payroll period operating a fork lift.

Packers shall receive an additional 3/8¢ per crate when collars are used.

Packers shall receive an additional 3/16¢ per pad inserted by packers.

STAMPING

An employee other than "stamper" or "packer" stamping size or variety on the container in addition to doing his regular classification or work, shall receive a rate of seven and one-half cents per hour for each stamp marking which such employee marks on the container. Example: one stamping on containers, seven and one-half cents per hour additional; two stampings on containers, fifteen cents per hour additional, etc.

EXHIBIT A
Part III
(Continued)

WASHED LETTUCE

Packers of washed lettuce shall receive a bonus of 7-1/2¢ per hour or 3/8¢ per crate.

Trimmers in dunking and overhead spraying systems shall receive a bonus of 5¢ per hour or 1/4¢ per crate. Trimmers in individual revolving tables shall receive a bonus of 2-1/2¢ per hour or 1/8¢ per crate.

Whenever two or more employees are performing a job normally done by one person in the crew, those earnings computed for one person shall be divided between the two or more persons performing the job.

COMBINATION JOBS

If an employee is employed in more than one job classification he shall be paid in accordance with the provisions of Article XVI of this Agreement.

COLD ROOM

Any employee who is required by the Company to work substantially full time in a cold room for the storage of produce (at least 51% of such employee's normal work day) shall receive 50¢ per hour in addition to the hourly wage for such employee for all hours worked in the day such work is performed.

Any employee who is required by the Company to regularly and customarily work in and out of a cold room for the storage of produce shall receive 10¢ per hour in addition to the hourly wage for such employee for all hours worked in the day such work is performed.

ICE BLOWING OR GRINDING

Where an employee blows cars or grinds ice for the blower, in addition to his usual job, he/she shall receive a rate of 10¢ per hour above his usual classification.

EXHIBIT A
Part IV

WAGE SCALE FOR WRAPPED LETTUCE

<u>CLASSIFICATION</u>	<u>HOUR</u>	<u>PIECE RATE</u>
PACKER	6.795	NONE
TRIMMER	6.495	"
SEALER and/or WRAPPER	6.495	"
TWISTER	6.495	"
MISCELLANEOUS		
(Including:		
(Turnboy	6.495	"
(Turnboy Who Turns		
All Crates	6.495	"
CHECKER	6.495	"
STAMPER	6.495	"
TRUCKER		
(Including:		
(Trailer	6.545	"
(Basket Handler	6.545	"
(Receiver	6.545	"
(Trucker	6.545	"
(Bug Driver	6.545	"
LABELER	6.545	"
FLOOR MAN AMD UTILITY	6.575	"
SET-ON	6.87	"
SET-OFF	6.62	"
RECEIVER (Head)	6.67	"
CARTON STAPLER,		
STITCHER OR CLOSER	6.75	"
FORK LIFT COMBINATION	7.08	"
*FORK LIFT FULL TIME	7.15	"
FORK LIFT AND RECEIVER		
(Head)	7.25	"
CARLOADER	7.645	"
DELIVERY MAN	7.15	"

*Fork Lift - Full Time shall apply when the employee spends 50% or more of his working time during a payroll period operating a fork lift.

COLD ROOM

Any employee who is required by the Company to work substantially full time in a cold room for the storage of produce (at least 51% of such employee's normal work day) shall receive 50¢ per hour in addition to the hourly wage for such employee for all hours worked in the day such work is performed.

Any employee who is required by the Company to regularly and customarily work in and out of a cold room for the storage of produce shall receive 10¢ per hour in addition to the hourly wage for such employee for all hours worked in the day such work is performed.

ICE BLOWING OR GRINDING

Where an employee blows cars or grinds ice for the blower, in addition to his usual job, he/she shall receive a rate of 10¢ per hour above his usual classification.

EXHIBIT B

CHICORY OR ENDIVE WAGE SCALE

<u>CLASSIFICATION</u>	<u>HOUR</u>	<u>PIECE RATE</u>					
PACKER	6.845	.3422 per crate					
TRIMMER	6.52	.3260 " "					
MISCELLANEOUS							
(Including:							
(Crate Repairer	6.495	.3247 per crate Average Packer Rate					
(Turnboy	6.495	.3247 " " " " "					
(**Turnboy Who							
Turns All Crates	6.495	.3247 " " " " "					
**CHECKER	6.495	.3247 " " " " "					
**PAD MAN	6.495	.3247 " " " " "					
**ICE BLOWER	6.545	.3272 " " " " "					
TRUCKER							
(Including:							
(Trailer	6.545	.3272 " " " " "					
(Receiver	6.545	.3272 " " " " "					
(Trucker	6.545	.3272 " " " " "					
(Bug Driver	6.545	.3272 " " " " "					
*LABELER	6.545	.3272 " " " " "					
*PAPER FOLDER	6.545	.3272 " " " " "					
*TOP ICER (Crates)	6.62	.3310 " " " " "					
RECEIVER (Head)	6.67	.3335 " " " " "					
*CRATE LINER	6.67	.3335 " " " " "					
**ICE MAN (Conveyor)	6.745	.3372 " " " " "					
FORK LIFT COMBINATION	7.08	.3540 " " " " "					
**FORK LIFT FULL TIME	7.15	.3575 " " " " "					
FORK LIFT AND RECEIVER							
(Head)	7.25	.3625 " " " " "					
DELIVERY MAN	7.15	NONE					
LIDDER:							
Folds own paper	7.045	5.06				per 100	
Paper folder							
furnished	7.045	3.81				per 100	
CARLOADER	7.645	7.40				per 100	

*Top Icer, Labeler, Crate Liner, and Paper Folder shall receive 10¢ per hour when the crew is on hourly rates or 1/2¢ per crate added to the average packer rate when the crew is on piece rates for each packer over 8; provided that if there are two (2) employees performing any of the above jobs in one packinghouse crew, the 10¢ per hour or 1/2¢ per crate added to the average packer rate shall be paid for each packer over 16, and the 10¢ per hour or 1/2¢ per crate added to the average packer rate shall be divided between the two employees.

EXHIBIT B
(Continued)

**Checker, Pad Man, Ice Man, Ice Blower, Stamper and Turnboy (if he turns all crates) shall receive 5¢ per hour when the crew is on hourly rates or 1/4¢ per crate added to the average packer rate when the crew is on piece rates for each packer over 8; provided that if there are two (2) employees performing any of the above jobs in one packinghouse crew, the 5¢ per hour or 1/4¢ per crate added to the average packer rate shall be paid for each packer over 16, and the 5¢ per hour or 1/4¢ per crate added to the average packer rate shall be divided between the two employees.

***Fork Lift - Full Time shall apply when the employee spends 50% or more of his working time during a payroll period operating a fork lift.

STAMPING

An employee other than "stamper" or "packer" stamping size or variety on the container in addition to doing his regular classification or work, shall receive a rate of seven and one-half cents per hour for each stamp marking which such employee marks on the container. Example: one stamping on containers, seven and one-half cents per hour additional; two stampings on containers, fifteen cents per hour additional, etc.

COMBINATION JOBS

If an employee is employed in more than one job classification he shall be paid in accordance with the provisions of Article XVI of this Agreement.

COLD ROOM

Any employee who is required by the Company to work substantially full time in a cold room for the storage of produce (at least 51% of such employee's normal work day) shall receive 50¢ per hour in addition to the hourly wage for such employee for all hours worked in the day such work is performed.

Any employee who is required by the Company to regularly and customarily work in and out of a cold room for the storage of produce shall receive 10¢ per hour in addition to the hourly wage for such employee for all hours worked in the day such work is performed.

ICE BLOWING OR GRINDING

Where an employee blows cars or grinds ice for the blower, in addition to his usual job, he/she shall receive a rate of 10¢ per hour above his usual classification.

EXHIBIT C
Part I

CARROT WAGE SCALE

<u>CLASSIFICATION</u>	<u>HOUR</u>	<u>PIECE RATE</u>					
PACKER	6.845	.1711 per crate					
MISCELLANEOUS							
(Including:							
(Crate Repairer	6.495	.1624 per crate Average Packer Rate					
(Ribbon Tiers &							
Sorters	6.495	.1624	"	"	"	"	"
(Stamper	6.495	.1624	"	"	"	"	"
(**Pad Man	6.495	.1624	"	"	"	"	"
(Turnboy	6.495	.1624	"	"	"	"	"
(**Turnboy Who							
Turns All Crates	6.495	.1624	"	"	"	"	"
*CHECKER	6.495	.1624	"	"	"	"	"
*ICE BLOWER	6.545	.1636	"	"	"	"	"
TRUCKERS							
(Including:							
(Trailer	6.545	.1636	"	"	"	"	"
(Basket	6.545	.1636	"	"	"	"	"
(Bug Driver	6.545	.1636	"	"	"	"	"
*LABELER	6.545	.1636	"	"	"	"	"
LABELER WHO ALSO							
STAMPS	6.645	.1661	"	"	"	"	"
*PAPER FOLDER	6.545	.1636	"	"	"	"	"
WASHER:							
(Tub	6.57	.1642	"	"	"	"	"
(Machine	6.495	.1624	"	"	"	"	"
*CRATE OR TOP ICER	6.62	.1655	"	"	"	"	"
*CRATE LINER	6.67	.1667	"	"	"	"	"
RECEIVER (Head)	6.67	.1667	"	"	"	"	"
*DUMPER							
Baskets	6.67	.1667	"	"	"	"	"
Combination Trucker							
and Dumper by Hand	6.725	.1681	"	"	"	"	"
Crate or Sack Dumper	6.845	.1711	"	"	"	"	"
Mechanical	6.75	.1687	"	"	"	"	"
**ICE MAN (Conveyor)	6.795	.1699	"	"	"	"	"
FORK LIFT COMBINATION	7.08	.1770	"	"	"	"	"
***FORK LIFT FULL TIME	7.15	.1787	"	"	"	"	"
FORK LIFT AND RECEIVER							
(Head)	7.25	.1812	"	"	"	"	"
DELIVERY MAN	7.15	NONE					
LIDDER:							
Folds own paper	7.045	5.06	per	100			
Paper folder							
furnished	7.045	3.81	per	100			
CARLOADER	7.645	8.55	per	100			

EXHIBIT C
Part I
(Continued)

AUTOMATIC CARTON
MACHINE OPERATOR 7.40 NONE

The employee performing the work shall receive 3/8¢ per crate additional for inserting collars, no-cut type collars (sideboards) and ribbons.

*Paper Folder, Crate Liner, Dumper, Labeler and Top Icer shall receive 20¢ per hour when the crew is on hourly rates, or 1/2¢ per crate added to the average packer rate when the crew is on piece rates for each packer over 4.

**Pad Man, Checker, Ice Man, Ice Blower, and Turnboy (if he turns all crates) shall receive 10¢ per hour when the crew is on hourly rates, or 1/4¢ per crate added to the average packer rates when the crew is on piece rates for each packer over 4.

***Fork Lift - Full Time shall apply when the employee spends 50% or more of his working time during a payroll period operating a fork lift.

****Carloader - The sum of one cent (1¢) per mesh sack of carrots or cello packed carton of carrots shall be divided among the final hand loading point carloaders and shall be paid in addition to the hourly rate to be paid each employee for all sacks or cartons of carrots hand loaded in cars and/or trucks over 6 high flat. One and one-half times the piece rate described above shall be paid to carloaders who load during the overtime hours as set forth in this Agreement.

Lidders working hourly rate shall receive 10¢ per hour for each additional packer over 4; 5¢ per hour for each buncher-packer over 8; 6-2/3¢ per hour for each travel packer over 6. This shall apply only to hourly rate.

Whenever two or more employees are performing a job normally done by one person in the crew, those earnings computed for one person shall be divided between the two or more persons performing the job.

EXHIBIT C
Part I
(Continued)

STAMPING

An employee other than "stamper" or "packer" stamping size or variety on the container in addition to doing his regular classification or work, shall receive a rate of seven and one-half cents per hour for each stamp marking which such employee marks on the container. Example: one stamping on containers, seven and one-half cents per hour additional; two stampings on containers, fifteen cents per hour additional, etc.

COMBINATION JOBS

If an employee is employed in more than one job classification he shall be paid in accordance with the provisions of Article XVI of this Agreement.

COLD ROOM

Any employee who is required by the Company to work substantially full time in a cold room for the storage of produce (at least 51% of such employee's normal work day) shall receive 50¢ per hour in addition to the hourly wage for such employee for all hours worked in the day such work is performed.

Any employee who is required by the Company to regularly and customarily work in and out of a cold room for the storage of produce shall receive 10¢ per hour in addition to the hourly wage for such employee for all hours worked in the day such work is performed.

ICE BLOWING OR GRINDING

Where an employee blows cars or grinds ice for the blower, in addition to his usual job, he/she shall receive a rate of 10¢ per hour above his usual classification.

EXHIBIT C
Part II

CARROT WAGE SCALE
SIX TIE TRAVEL PACK

<u>CLASSIFICATION</u>	<u>HOUR</u>	<u>PIECE RATE</u>						
PACKER								
Top Layer	6.845	.1592	per	crate				
1st and 2nd Layer	6.795	.1580	"	"				
MISCELLANEOUS FLOOR HEL								
(Including:								
(Collars and Guards	6.52	.1630	per	crate	Average	Packer	Rate	
(**Pad Man	6.495	.1624	"	"	"	"	"	
(Crate Repairer	6.495	.1624	"	"	"	"	"	
(Ribbon Tiers & Sorters	6.495	.1624	"	"	"	"	"	
(Service Man	6.495	.1624	"	"	"	"	"	
(Stamper	6.495	.1624	"	"	"	"	"	
(Turnboy	6.495	.1624	"	"	"	"	"	
(**Turnboy Who Turns All Crates	6.495	.1624	"	"	"	"	"	
**CHECKER	6.495	.1624	"	"	"	"	"	
*LABELER	6.545	.1636	"	"	"	"	"	
LABELER & STAMPER	6.695	.1674	"	"	"	"	"	
FORK LIFT COMBINATION	7.08	.1770	"	"	"	"	"	
**FORK LIFT FULL TIME	7.15	.1787	"	"	"	"	"	
FORK LIFT AND RECEIVER (Head)	7.25	.1812	"	"	"	"	"	
**ICE BLOWER	6.545	.1636	"	"	"	"	"	
TRUCKERS								
(Including:								
(Trailer	6.545	.1636	"	"	"	"	"	
(Basket	6.545	.1636	"	"	"	"	"	
(Bug Driver	6.545	.1636	"	"	"	"	"	
*PAPER FOLDER	6.545	.1636	"	"	"	"	"	
*CRATE LINER	6.67	.1667	"	"	"	"	"	
RECEIVER (Head)	6.67	.1667	"	"	"	"	"	
CRATE ICER	6.62	.1615	"	"	"	"	"	
*TOP ICER	6.62	.1655	"	"	"	"	"	
**DOCK MAN & ICE BLOWER COMBINATION	6.62	.1615	"	"	"	"	"	
DUMPER								
Combination Trucker and Dumper by Hand	6.725	.1564	"	"	"	"	"	
Baskets	6.745	.1569	"	"	"	"	"	
Crate or Sack Dumper By Hand	6.845	.1669	"	"	"	"	"	
Mechanical	6.75	.1570	"	"	"	"	"	
*ICE MAN (Conveyors)	6.745	.1569	"	"	"	"	"	

EXHIBIT C
Part II
(Continued)

**MULE OPERATOR	6.545	.1636	"	"	"	"	"
**WING & CRATE ICER COMBINATION	6.745	.1569	"	"	"	"	"
**PACK STRAIGHTENER	6.52	.1630	"	"	"	"	"
DELIVERY MAN	7.15	NONE					
LIDDER:							
Folds own paper	7.045	5.06	per	100			
Paper Folder Furnished	7.045	3.81	per	100			
CARLOADER	7.645	8.55	per	100			
AUTOMATIC CARTON MACHINE OPERATOR	7.40	NONE					

*Paper Folder, Crate Liner, Top Icer, Ice Man and Labeler shall receive 1/4¢ per crate added to the average packer rate when the crew is on piece rates for each packer over 4.

**Crate Icer, Dumper, Ice Blower, Dock Man-Ice Blower Combination, Mule Operator, Wing and Crate Icer Combination, Pack Straightener, Checker, Pad Man, and Turnboy (if he turns all crates) shall receive 1/8¢ per crate added to the average packer rate when the crew is on piece rates for each packer over 4.

***Fork Lift - Full Time shall apply when the employee spends 50% or more of his working time during a payroll period operating a fork lift.

****Carloader - The sum of one cent (1¢) per mesh sack of carrots or cello packed carton of carrots shall be divided among the final hand loading point carloaders and shall be paid in addition to the hourly rate to be paid each employee for all sacks or cartons of carrots hand loaded in cars and/or trucks over 6 high flat. One and one-half times the piece rate described above shall be paid to carloaders who load during the overtime hours as set forth in this Agreement.

The employee performing the work shall receive 3/8¢ per crate additional for inserting collars, no-cut type collars (side-boards) and ribbons.

Lidders working hourly rate shall receive 10¢ per hour for each additional packer over 4; 5¢ per hour for each buncher-packer over 8; 6-2/3¢ per hour for each travel packer over 6. This shall apply only to hourly rate.

EXHIBIT C
Part II
(Continued)

Whenever two or more employees are performing a job normally done by one person in the crew, those earnings computed for one person shall be divided between the two or more persons performing the job.

STAMPING

An employee other than "stamper" or "packer" stamping size or variety on the container in addition to doing his regular classification or work, shall receive a rate of seven and one-half cents per hour for each stamp marking which such employee marks on the container. Example: one stamping on containers, seven and one-half cents per hour additional; two stampings on containers, fifteen cents per hour additional, etc.

COMBINATION JOBS

If an employee is employed in more than one job classification he shall be paid in accordance with the provisions of Article XVI of this Agreement.

COLD ROOM

Any employee who is required by the Company to work substantially full time in a cold room for the storage of produce (at least 51% of such employee's normal work day) shall receive 50¢ per hour in addition to the hourly wage for such employee for all hours worked in the day such work is performed.

Any employee who is required by the Company to regularly and customarily work in and out of a cold room for the storage of produce shall receive 10¢ per hour in addition to the hourly wage for such employee for all hours worked in the day such work is performed.

ICE BLOWING OR GRINDING

Where an employee blows cars or grinds ice for the blower, in addition to his usual job, he/she shall receive a rate of 10¢ per hour above his usual classification.

EXHIBIT C
Part III

CARROT WAGE SCALE

SINGLE TIE TRAVEL PACK

<u>CLASSIFICATION</u>	<u>HOUR</u>	<u>PIECE RATE</u>			
PACKER					
Top Layer	6.845	.2282			
1st and 2nd Layer	6.795	.2265			
MISCELLANEOUS					
(Including:					
(**Pad Man	6.495	.2165	Average Packer Rate		
(Crate Repairer	6.495	.2165	"	"	"
(Ribbon Tiers & Sorters	6.495	.2165	"	"	"
(Service Man	6.495	.2165	"	"	"
(Stamper	6.495	.2165	"	"	"
(Turnboy	6.495	.2165	"	"	"
(**Turnboy Who Turns All Crates	6.495	.2165	"	"	"
(Collars & Guards	6.52	.2173	"	"	"
*CHECKER	6.495	.2165	"	"	"
FORK LIFT COMBINATION	7.08	.2360	"	"	"
***FORK LIFT FULL TIME	7.15	.2383	"	"	"
FORK LIFT AND RECEIVER					
(Head)	7.25	.2417	"	"	"
**ICE BLOWER	6.545	.2182	"	"	"
TRUCKER					
(Including:					
(Trailer	6.545	.2182	"	"	"
(Basket	6.545	.2182	"	"	"
(Bug Driver	6.545	.2182	"	"	"
*LABELER	6.545	.2182	"	"	"
LABELER WHO ALSO					
STAMPS	6.645	.2215	"	"	"
*PAPER FOLDER	6.545	.2182	"	"	"
*CRATE LINER	6.67	.2223	"	"	"
*TOP ICER	6.62	.2207	"	"	"
RECEIVER (Head)	6.67	.2223	"	"	"
DUMPER	6.745	.2248	"	"	"
Combination Trucker & Dumper by Hand	6.725	.2242	"	"	"
Crate or Sack Dumper By Hand	6.845	.2282	"	"	"
Mechanical	6.75	.2250	"	"	"
**ICE MAN (Conveyor)	6.745	.2248	"	"	"
MULE OPERATOR	6.545	.2182	"	"	"
DOCK MAN	6.67	.2223	"	"	"

EXHIBIT C
Part III
(Continued)

DOCK MAN & ICE MAN COMBINATION	6.725	.2242	"	"	"
DELIVERY MAN	7.15	NONE			
LIDDER:					
Folds own paper	7.045	5.06	per	100	
Paper Folder Furnished	7.045	3.81	per	100	
CARLOADER	7.645	8.55	per	100	
AUTOMATIC CARTON MACHINE OPERATOR	7.40	NONE			

The employee performing the work shall receive 3/8¢ per crate additional for inserting collars, no-cut type collars (side-boards) and ribbons.

*Paper Folder, Crate Liner, Crate Dumper, Labeler and Top Icer shall receive 20¢ per hour when the crew is on hourly rates or 1/2¢ per crate added to the average packer rate when the crew is on piece rates for each packer over 4; 10¢ per hour when the crew is on hourly rates or 1/2¢ per crate added to the average packer rate when the crew is on piece rates for each buncher-packer over 8; and 13-1/3¢ per hour when the crew is on hourly rates, or 4/9¢ per crate added to the average packer rate when the crew is on piece rates for each additional travel packer over 6.

**Pad Man, Checker, Ice Man, Ice Blower, and Turnboy (if he turns all crates) shall receive 10¢ per hour when the crew is on hourly rates, or 1/4¢ per crate added to the average packer rate when the crew is on piece rates for each packer over 4; 5¢ per hour when the crew is on hourly rates, or 1/4¢ per crate added to the average packer rate when the crew is on piece rates for each buncher-packer over 8; and 6-2/3¢ per hour when the crew is on hourly rates, or 2/9¢ per crate added to the average packer rate when the crew is on piece rates for each additional travel packer over 6.

***Fork Lift - Full Time shall apply when the employee spends 50% or more of his working time during a payroll period operating a fork lift.

EXHIBIT C
Part III
(Continued)

***Carloader - The sum of one cent (1¢) per mesh sack of carrots or cello packed carton of carrots shall be divided among the final hand loading point carloaders and shall be paid in addition to the hourly rate to be paid each employee for all sacks or cartons of carrots hand loaded in cars and/or trucks over 6 high flat. One and one-half times the piece rate described above shall be paid to carloaders who load during the overtime hours as set forth in this Agreement.

Lidders working hourly rate shall receive 10¢ per hour for each additional packer over 4; 5¢ per hour for each buncher-packer over 8; 6-2/3¢ per hour for each travel packer over 6. This shall apply only to hourly rate.

Whenever two or more employees are performing a job normally done by one person in the crew, those earnings computed for one person shall be divided between the two or more persons performing the job.

STAMPING

An employee other than "stamper" or "packer" stamping size or variety on the container in addition to doing his regular classification or work, shall receive a rate of seven and one-half cents per hour for each stamp marking which such employee marks on the container. Example: one stamping on containers, seven and one-half cents per hour additional; two stampings on containers, fifteen cents per hour additional, etc.

COMBINATION JOBS

If an employee is employed in more than one job classification he shall be paid in accordance with the provisions of Article XVI of this Agreement.

COLD ROOM

Any employee who is required by the Company to work substantially full time in a cold room for the storage of produce (at least 51% of such employee's normal work day) shall receive 50¢ per hour in addition to the hourly wage for such employee for all hours worked in the day such work is performed.

Any employee who is required by the Company to regularly and customarily work in and out of a cold room for the storage of produce shall receive 10¢ per hour in addition to the hourly wage for such employee for all hours worked in the day such work is performed.

EXHIBIT C
Part III
(Continued)

ICE BLOWING OR GRINDING

Where an employee blows cars or grinds ice for the blower, in addition to his usual job, he/she shall receive a rate of 10¢ per hour above his usual classification.

EXHIBIT C
Part IV

CARROT WAGE SCALE

BUNCHER PACK

<u>CLASSIFICATION</u>	<u>HOURLY</u>	<u>PIECE RATE</u>					
PACKER	6.82	.3410	per crate				
MISCELLANEOUS							
(Including:							
**Pad Man	6.495	.3247	per crate Average Packer Rate				
(Crate Repairer	6.495	.3247	"	"	"	"	"
(Ribbon Tiers &							
Sorters	6.495	.3247	"	"	"	"	"
(Stamper	6.495	.3247	"	"	"	"	"
(Turnboy	6.495	.3247	"	"	"	"	"
(**Turnboy Who							
Turns All Crates	6.495	.3247	"	"	"	"	"
(Collar & Guards	6.52	.3260	"	"	"	"	"
**CHECKER	6.495	.3247	"	"	"	"	"
**ICE BLOWER	6.545	.3272	"	"	"	"	"
TRUCKER							
(Including:							
(Trailer	6.545	.3272	"	"	"	"	"
(Basket	6.545	.3272	"	"	"	"	"
(Bug Driver	6.545	.3272	"	"	"	"	"
*LABELER	6.545	.3272	"	"	"	"	"
LABELER & STAMPER	6.645	.3322	"	"	"	"	"
*PAPER FOLDER	6.645	.3322	"	"	"	"	"
*TOP ICER (Crates)	6.62	.3310	"	"	"	"	"
*CRATE LINER	6.67	.3335	"	"	"	"	"
RECEIVER (Head)	6.67	.3335	"	"	"	"	"
*DUMPER	6.745	.3372	"	"	"	"	"
Combination Trucker							
& Dumper by Hand	6.725	.3362	"	"	"	"	"
Crate or Sack Dumper							
By Hand	6.845	.3422	"	"	"	"	"
Mechanical	6.75	.3375	"	"	"	"	"
**ICE MAN (Conveyors)	6.745	.3372	"	"	"	"	"
FORK LIFT COMBINATION	7.08	.3540	"	"	"	"	"
***FORK LIFT FULL TIME	7.15	.3575	"	"	"	"	"
FORK LIFT AND RECEIVER							
(Head)	7.25	.3625	"	"	"	"	"
DELIVERY MAN	7.15	NONE					
LIDDER:							
Folds own paper	7.045	5.06	per 100				
Paper Folder							
Furnished	7.045	3.81	per 100				
CARLOADER	7.645	8.55	per 100				

EXHIBIT C
Part IV
(Continued)

AUTOMATIC CARTON
MACHINE OPERATOR 7.40 NONE

The employee performing the work shall receive 3/8¢ per crate additional for inserting collars, no-cut type collars (side-boards) and ribbons.

*Paper Folder, Crate Liner, Crate Dumper, Labeler and Top Icer shall receive 20¢ per hour when the crew is on hourly rates or 1/2¢ per crate added to the average packer rate when the crew is on piece rates for each packer over 4; 10¢ per hour when the crew is on hourly rates or 1/2¢ per crate added to the average packer rate when the crew is on piece rates for each buncher-packer over 8;

**Pad Man, Checker, Ice Man, Ice Blower, and Turnboy (if he turns all crates), shall receive 10¢ per hour when the crew is on hourly rates, or 1/4¢ per crate added to the average packer rate when the crew is on piece rates for each packer over 4; 5¢ per hour when the crew is on hourly rates, or 1/4¢ per crate added to the average packer rate when the crew is on piece rates for each packer over 8;

***Fork Lift - Full Time shall apply when the employee spends 50% or more of his working time during a payroll period operating a fork lift.

****Carloader - The sum of one cent (1¢) per mesh sack of carrots or cello packed carton of carrots shall be divided among the final hand loading point carloaders and shall be paid in addition to the hourly rate to be paid each employee for all sacks or cartons of carrots hand loaded in cars and/or trucks over 6 high flat. One and one-half times the piece rate described above shall be paid to carloaders who load during the overtime hours as set forth in this Agreement.

Lidders working hourly rate shall receive 10¢ per hour for each additional packer over 4; 5¢ per hour for each buncher-packer over 8; 6-2/3¢ per hour for each travel packer over 6. This shall apply only to hourly rate.

Whenever two or more employees are performing a job normally done by one person in the crew, those earnings computed for one person shall be divided between the two or more persons performing the job.

EXHIBIT C
Part IV
(Continued)

STAMPING

An employee other than "stamper" or "packer" stamping size or variety on the container in addition to doing his regular classification or work, shall receive a rate of seven and one-half cents per hour for each stamp marking which such employee marks on the container. Example: one stamping on containers, seven and one-half cents per hour additional; two stampings on containers, fifteen cents per hour additional, etc.

COMBINATION JOBS

If an employee is employed in more than one job classification he shall be paid in accordance with the provisions of Article XVI of this Agreement.

COLD ROOM

Any employee who is required by the Company to work substantially full time in a cold room for the storage of produce (at least 51% of such employee's normal work day) shall receive 50¢ per hour in addition to the hourly wage for such employee for all hours worked in the day such work is performed.

Any employee who is required by the Company to regularly and customarily work in and out of a cold room for the storage of produce shall receive 10¢ per hour in addition to the hourly wage for such employee for all hours worked in the day such work is performed.

ICE BLOWING OR GRINDING

Where an employee blows cars or grinds ice for the blower, in addition to his usual job, he/she shall receive a rate of 10¢ per hour above his usual classification.

EXHIBIT C
Part V

CARROT WAGE SCALE
TWO-THIRDS CRATES OR CARTONS
HUMP PACK

<u>CLASSIFICATION</u>	<u>HOUR</u>	<u>PIECE RATE</u>						
PACKER	6.845	.1141	per	crate				
MISCELLANEOUS								
(Including:								
(Crate Repairer	6.495	.1299	per	crate	Average	Packer	Rate	
(Ribbon Tiers &								
Sorters	6.495	.1299	"	"	"	"	"	
(Stamper	6.495	.1299	"	"	"	"	"	
(**Pad Man	6.495	.1299	"	"	"	"	"	
(Turnboy	6.495	.1299	"	"	"	"	"	
(**Turnboy Who								
Turns All Crates	6.495	.1299	"	"	"	"	"	
**CHECKER	6.495	.1299	"	"	"	"	"	
**ICE BLOWER	6.545	.1091	"	"	"	"	"	
TRUCKER								
(Including:								
(Trailer	6.545	.1091	"	"	"	"	"	
(Basket	6.545	.1091	"	"	"	"	"	
(Bug Driver	6.545	.1091	"	"	"	"	"	
*LABELER	6.545	.1336	"	"	"	"	"	
LABELER WHO ALSO								
STAMPS	6.745	.1297	"	"	"	"	"	
*PAPER FOLDER	6.545	.1336	"	"	"	"	"	
WASHER:								
(Tub	6.57	.1095	per	crate				
(Machine	6.495	.1082	"	"				
*CRATE OR TOP ICER	6.62	.1324	"	"	Average	Packer	Rate	
*CRATE LINER	6.67	.1334	"	"	"	"	"	
RECEIVER (Head)	6.67	.1112	"	"	"	"	"	
*DUMPER								
Baskets	6.67	.1112	"	"	"	"	"	
Combination Trucker								
& Dumper by Hand	6.725	.1121	"	"	"	"	"	
Crate or Sack By								
Hand	6.845	.1141	"	"	"	"	"	
Mechanical	6.75	.1125	"	"	"	"	"	
**ICE MAN (Conveyor)	6.745	.1124	"	"	"	"	"	
FORK LIFT COMBINATION	7.08	.1180	"	"	"	"	"	
**FORK LIFT FULL TIME	7.15	.1192	"	"	"	"	"	
FORK LIFT & RECEIVER								
(Head)	7.25	.1208	"	"	"	"	"	

EXHIBIT C
Part V
(Continued)

CARTON STAPLER, STITCHER OR CLOSER	6.75	.1125	"	"	"	"	"
DELIVERY MAN	7.15	NONE					
LIDDER:							
Folds own paper	7.045	5.06	per	100			
Paper Folder							
Furnished	7.045	3.81	per	100			
****CARLOADER	7.645	6.67	per	100			
AUTOMATIC CARTON MACHINE OPERATOR	7.40	NONE					

The employee performing the work shall receive 3/8¢ per crate additional for inserting collars, no-cut type collars (side-boards) and ribbons.

*Paper Folder, Crate Liner, Dumper, Labeler and Top Icer shall receive 20¢ per hour when the crew is on hourly rates or 1/2¢ per crate added to the average packer rate when the crew is on piece rates for each packer over 4.

**Pad Man, Checker, Ice Man, Ice Blower, and Turnboy (if he turns all crates), shall receive 10¢ per hour when the crew is on hourly rates, or 1/4¢ per crate added to the average packer rate when the crew is on piece rates for each packer over 4.

***Fork Lift - Full Time shall apply when the employee spends 50% or more of his working time during a payroll period operating a fork lift.

****Carloader - The sum of one cent (1¢) per mesh sack of carrots or cello packed carton of carrots shall be divided among the final hand loading point carloaders and shall be paid in addition to the hourly rate to be paid each employee for all sacks or cartons of carrots hand loaded in cars and/or trucks over 6 high flat. One and one-half times the piece rate described above shall be paid to carloaders who load during the overtime hours as set forth in this Agreement.

Lidders working hourly rate shall receive 10¢ per hour for each additional packer over 4; 5¢ per hour for each buncher-packer over 8; 6-2/3¢ per hour for each travel packer over 6. This shall apply only to hourly rate.

Whenever two or more employees are performing a job normally done by one person in the crew, those earnings computed for one person shall be divided between the two or more persons performing the job.

EXHIBIT C
Part V
(Continued)

STAMPING

An employee other than "stamper" or "packer" stamping size or variety on the container in addition to doing his regular classification or work, shall receive a rate of seven and one-half cents per hour for each stamp marking which such employee marks on the container. Example: one stamping on containers, seven and one-half cents per hour additional; two stampings on containers, fifteen cents per hour additional, etc.

COMBINATION JOBS

If an employee is employed in more than one job classification he shall be paid in accordance with the provisions of Article XVI of this Agreement.

COLD ROOM

Any employee who is required by the Company to work substantially full time in a cold room for the storage of produce (at least 51% of such employee's normal work day) shall receive 50¢ per hour in addition to the hourly wage for such employee for all hours worked in the day such work is performed.

Any employee who is required by the Company to regularly and customarily work in and out of a cold room for the storage of produce shall receive 10¢ per hour in addition to the hourly wage for such employee for all hours worked in the day such work is performed.

ICE BLOWING OR GRINDING

Where an employee blows cars or grinds ice for the blower, in addition to his usual job, he/she shall receive a rate of 10¢ per hour above his usual classification.

EXHIBIT C
Part VI

CARROT WAGE SCALE
TWO-THIRDS CRATES OR CARTONS
SIX-TIE TRAVEL PACK

<u>CLASSIFICATION</u>	<u>HOUR</u>	<u>PIECE RATE</u>
PACKER		
Top Layer		
When Straightens Pack	6.845	.1053
When Does Not Straighten Pack	6.795	.1062
Bottom Layer	6.795	.1062
MISCELLANEOUS FLOOR HELP		
(Including:		
(**Pad Man	6.495	.1299
(Crate Repairer	6.495	.1299
(Ribbon Tiers & Sorters	6.495	.1299
(Service Man	6.495	.1299
(Stamper	6.495	.1299
(Turnboy	6.495	.1299
(**Turnboy Who Turns All Crates	6.495	.1299
**CHECKER	6.495	.1299
COLLAR & GUARDS	6.52	.1304
*LABELER	6.545	.1336
FORK LIFT COMBINATION	7.08	.1180
***FORK LIFT FULL TIME	7.15	.1192
FORK LIFT & RECEIVER (Head)	7.25	.1208
**ICE BLOWER	6.545	.1091
TRUCKERS		
(Including:		
(Trailer	6.545	.1091
(Basket	6.545	.1091
(Bug Driver	6.545	.1091
*PAPER FOLDER	6.545	.1336
*CRATE LINER	6.67	.1334
RECEIVER (Head)	6.67	.1112
**CRATE ICER	6.62	.1324
**TOP ICER	6.62	.1324
**DOCK MAN & ICE BLOWER COMBINATION	6.62	.1085
*DUMPER		
Combination Trucker & Dumper		
By Hand	6.725	.1051
Baskets	6.745	.1088
Crate or Sack Dumper By Hand	6.845	.1086
Mechanical	6.75	.1089
**ICE MAN (Conveyor)	6.745	.1088
CARTON STAPLER, STITCHER OR CLOSER	6.75	.1125
**MULE OPERATOR	6.545	.1309
**WING & CRATE ICER COMBINATION	6.745	.1273
**PACK STRAIGHTENER	6.52	.1254

EXHIBIT C
Part VI
(Continued)

SPREADER	6.52	.1052
DELIVERY MAN	7.15	NONE
LIDDER:		
Folds own paper	7.045	5.06 per 100
Paper Folder		
Furnished	7.045	3.81 per 100
CARLOADER	7.645	6.67 per 100
AUTOMATIC CARTON MACHINE OPERATOR	7.40	NONE

*Paper Folder, Crate Liner, Top Icer, Ice Man and Labeler shall receive 1/4¢ per crate added to the average packer rate when the crew is on piece rates for each packer over 4.

**Crate Icer, Dumper, Ice Blower, Dock Man - Ice Blower Combination, Mule Operator, Wing and Crate Icer Combination, Pack Straightener, Checker, Pad Man and Turnboy (if he turns all crates), shall receive 1/8¢ per crate added to the average packer rate when the crew is on piece rates for each packer over 4.

***Fork Lift - Full Time shall apply when the employee spends 50% or more of his working time during a payroll period operating a fork lift.

****Carloader - The sum of one cent (1¢) per mesh sack of carrots or cello packed carton of carrots shall be divided among the final hand loading point carloaders and shall be paid in addition to the hourly rate to be paid each employee for all sacks or cartons of carrots hand loaded in cars and/or trucks over 6 high flat. One and one-half times the piece rate described above shall be paid to carloaders who load during the overtime hours as set forth in this Agreement.

The employees performing the work, when performed in addition to the employee's other regular job classification - shall receive 3/8¢ per crate additional for inserting collars, no-cut type collars (sideboards) and ribbons.

Lidders working hourly rate shall receive 10¢ per hour for each additional packer over 4; 5¢ per hour for each buncher-packer over 8; 6-2/3¢ per hour for each travel packer over 6. This shall apply only to hourly rate.

Whenever two or more employees are performing a job normally done by one person in the crew, those earnings computed for one person shall be divided between the two or more persons performing the job.

EXHIBIT C
Part VI
(Continued)

STAMPING

An employee other than "stamper" or "packer" stamping size or variety on the container in addition to doing his regular classification or work, shall receive a rate of seven and one-half cents per hour for each stamp marking which such employee marks on the container. Example: one stamping on containers, seven and one-half cents per hour additional; two stampings on containers, fifteen cents per hour additional, etc.

COMBINATION JOBS

If an employee is employed in more than one job classification he shall be paid in accordance with the provisions of Article XVI of this Agreement.

COLD ROOM

Any employee who is required by the Company to work substantially full time in a cold room for the storage of produce (at least 51% of such employee's normal work day) shall receive 50¢ per hour in addition to the hourly wage for such employee for all hours worked in the day such work is performed.

Any employee who is required by the Company to regularly and customarily work in and out of a cold room for the storage of produce shall receive 10¢ per hour in addition to the hourly wage for such employee for all hours worked in the day such work is performed.

ICE BLOWING OR GRINDING

Where an employee blows cars or grinds ice for the blower, in addition to his usual job, he/she shall receive a rate of 10¢ per hour above his usual classification.

EXHIBIT D

TOPPED CARROT WAGE SCALE

<u>CLASSIFICATION</u>	<u>HOUR</u>	<u>PIECE RATE</u>
SORTER	6.50	NONE
MISCELLANEOUS		
(Including:		
(Crate Repairer	6.50	"
(Turnboy	6.50	"
(Stamper	6.50	"
(Checker	6.50	"
TRUCKERS		
(Including:		
(Trailer	6.55	"
(Basket	6.55	"
(Bug Driver	6.55	"
(Receiver	6.55	"
LABELER	6.55	"
LABELER & STAMPER	6.645	"
PAPER FOLDER	6.55	"
WASHER:		
Tub Only	6.575	"
SORTER & BELT REGULATOR COMBINATION	6.60	"
SACK SEWER	6.60	"
CULL & JUMBO SACKERS (Belt)	6.60	"
RECEIVER (Head)	6.675	"
SACKER & CONTAINER FILLER	6.675	"
DUMPER		
Combination Trucker - Crate		
Dumper By Hand	6.725	"
Crate or Sack Dumper By Hand	6.845	"
Mechanical	6.75	"
FORK LIFT COMBINATION	7.08	"
*FORK LIFT FULL TIME	7.15	"
FORK LIFT & RECEIVER (Head)	7.25	"
ICEMAN	6.745	"
CARTON STAPLER, STITCHER OR CLOSER	6.75	"
LIDDER:		
Foot Press (Hand Nailing)	7.05	8.19 per 100
Closing Wirebound Crates	6.75	NONE
**CARLOADER	7.65	6.54 per 100
DELIVERY MAN	7.15	NONE
ICE BLOWER	6.55	NONE
AUTOMATIC CARTON MACHINE OPERATOR	7.40	NONE

*Fork Lift - Full Time shall apply when the employee spends 50% or more of his working time during a payroll period operating a fork lift.

EXHIBIT D
(Continued)

STAMPING

An employee other than "stamper" or "packer" stamping size or variety on the container in addition to doing his regular classification or work, shall receive a rate of seven and one-half cents per hour for each stamp marking which such employee marks on the container. Example: one stamping on containers, seven and one-half cents per hour additional; two stampings on containers, fifteen cents per hour additional, etc.

COMBINATION JOBS

If an employee is employed in more than one job classification he shall be paid in accordance with the provisions of Article XVI of this Agreement.

COLD ROOM

Any employee who is required by the Company to work substantially full time in a cold room for the storage of produce (at least 51% of such employee's normal work day) shall receive 50¢ per hour in addition to the hourly wage for such employee for all hours worked in the day such work is performed.

Any employee who is required by the Company to regularly and customarily work in and out of a cold room for the storage of produce shall receive 10¢ per hour in addition to the hourly wage for such employee for all hours worked in the day such work is performed.

**Carloader - The sum of one cent (1¢) per mesh sack of carrots or cello packed carton of carrots shall be divided among the final hand loading point carloaders and shall be paid in addition to the hourly rate to be paid each employee for all sacks or cartons of carrots hand loaded in cars and/or trucks over 6 high flat. One and one-half times the piece rate described above shall be paid to carloaders who load during the overtime hours as set forth in this Agreement.

ICE BLOWING OR GRINDING

Where an employee blows cars or grinds ice for the blower, in addition to his usual job, he/she shall receive a rate of 10¢ per hour above his usual classification.

EXHIBIT E

CELERY WAGE SCALE

<u>CLASSIFICATION</u>	<u>HOUR</u>	<u>PIECE RATE</u>
PACKER	6.775	NONE
CELERY HEART MAN	6.775	"
STRIPPER OR SORTER		
Washed Celery	6.525	"
Unwashed Celery	6.50	"
MISCELLANEOUS		
(Including:		
(Crate Trimmer	6.50	"
(Tally Man	6.50	"
(Stamper	6.50	"
(Turnboy	6.50	"
(Checker	6.50	"
TRUCKER		
(Including:		
(Trailer	6.55	"
(Bug Man	6.55	"
(Dock Man	6.55	"
UNLOADER		
(Crates	6.55	"
(Trailers as distinguished		
from strippers	6.55	"
HOSEMAN	6.55	"
LABELER	6.595	"
WASHER (Tub)	6.575	"
PAPER FOLDER	6.55	"
BASKET HANDLER	6.595	"
SAWYER	6.60	"
SET-OFF MAN (for women packers)	6.675	"
RECEIVER (Head)	6.675	"
CRATE LINER	6.675	"
FORK LIFT COMBINATION	7.08	"
*FORK LIFT FULL TIME	7.15	"
FORK LIFT & RECEIVER (Head)	7.25	"
CARTON STAPLER, STITCHER OR CLOSER	6.75	"
SET-OFF (In shed of field		
packed commodities)	6.695	"
***SET-ON (In shed of field		
packed commodities)	6.945	"
**STRAPPING ON STURDEE CRATE	6.85	"
LIDDER:		
Automatic	7.05	3.81 per 100
When required to fold own paper	7.05	5.06 per 100
Air Press (Hand Nailing)	7.05	7.23 per 100
Foot Press (Hand Nailing)	7.05	8.19 per 100

EXHIBIT E
(Continued)

***CARLOADER		
Sturdee & Howard Crate	7.65	4.82 per 100
Half Crates	7.65	6.54 per 100
DELIVERY MAN	7.15	NONE
AUTOMATIC CARTON MACHINE OPERATOR	7.40	NONE

*Fork Lift - Full Time shall apply when the employee spends 50% or more of his working time during a payroll period operating a fork lift.

**Strapping rate to be paid only for time crates are being strapped. Employee should receive regular rate of pay for his specific classification when not strapping crates.

***Carloader - A sum of one cent (1¢) per sturdee or wirebound crate of celery or celery cartons of like dimension and capacity shall be divided among the final hand loading point carloaders and set-ons as determined by such employees and shall be paid in addition to the hourly rate to be paid such employees for all such crates or cartons of celery hand loaded in cars and/or trucks. When the hand carloader is on piece rate and the set-on man is on the hourly rate then the set-on man shall receive one-half cent (1/2¢) over the hourly rate when doing work described above. One and one-half times the piece rate described above shall be paid to carloaders who load during the overtime hours as set forth in this Agreement.

***Carloader - The sum of one cent (1¢) per sturdee or wirebound crate or celery in celery cartons of like dimension and capacity shall be divided among the final hand loading point carloaders and shall be paid in addition to the hourly rate to be paid each employee for all crates or cartons of celery hand loaded in cars and/or trucks over 4 high on edge. One and one-half times the piece rate described above shall be paid to carloaders who load during the overtime hours as set forth in this Agreement.

ICE BLOWING OR GRINDING

Where an employee blows cars or grinds ice for the blower, in addition to his usual job, he/she shall receive a rate of 10¢ per hour above his usual classification.

EXHIBIT E
(Continued)

STAMPING

An employee other than "stamper" or "packer" stamping size or variety on the container in addition to doing his regular classification or work, shall receive a rate of seven and one-half cents per hour for each stamp marking which such employee marks on the container. Example: one stamping on containers, seven and one-half cents per hour additional; two stampings on containers, fifteen cents per hour additional, etc.

PACKING OF SINGLE STALKS

When a packer packs a single stalk of celery either wrapped or bagged, he shall be paid at the same rate specified in the contract for packer. This shall not apply to celery hearts.

COMBINATION JOBS

If an employee is employed in more than one job classification he shall be paid in accordance with the provisions of Article XVI of this Agreement.

LABELER

A celery labeler shall receive an additional ten cents (10¢) per hour for each packer over eight (8).

COLD ROOM

Any employee who is required by the Company to work substantially full time in a cold room for the storage of produce (at least 51% of such employee's normal work day) shall receive 50¢ per hour in addition to the hourly wage for such employee for all hours worked in the day such work is performed.

Any employee who is required by the Company to regularly and customarily work in and out of a cold room for the storage of produce shall receive 10¢ per hour in addition to the hourly wage for such employee for all hours worked in the day such work is performed.

EXHIBIT F

BROCCOLI WAGE SCALE

<u>CLASSIFICATION</u>	<u>HOUR</u>	<u>PIECE RATE</u>
PACKER	6.75	NONE
TRIMMER		
(Including:		
(Buncher	6.50	"
(Stripper	6.50	"
(Tyers	6.50	"
WRAPPER and/or SEALER	6.50	"
MISCELLANEOUS		
(Including:		
(Stamper	6.50	"
(Turnboy	6.50	"
(Crate Repairer	6.50	"
(Checker	6.50	"
SORTER	6.50	"
ICE BLOWER	6.55	"
TRUCKERS		
(Including:		
(Receiver	6.55	"
(Trailer	6.55	"
(Baskets	6.55	"
(Feeders	6.55	"
(Crates	6.55	"
LABELER	6.55	"
PAPER FOLDER	6.55	"
TOP ICER (Crates)	6.625	"
RECEIVER (Head)	6.675	"
CRATE LINER	6.675	"
ICE MAN (Conveyor)	6.75	"
FORK LIFT COMBINATION	7.08	"
*FORK LIFT FULL TIME	7.15	"
FORK LIFT & RECEIVER (Head)	7.25	"
CARTON STAPLER, STITCHER OR CLOSER	6.75	"
DUMPER		
Combination Trucker & Dumper		
By Hand	6.725	"
Crate or Sack Dumper By Hand	6.845	"
Mechanical	6.75	"
LIDDER:		
Folds own paper	7.10	"
Paper folder furnished	7.10	"
CARLOADER	7.65	"
DELIVERY MAN	7.15	"
AUTOMATIC CARTON MACHINE OPERATOR	7.40	NONE

EXHIBIT F
(Continued)

*Fork Lift - Full Time shall apply when the employée spends 50% or more of his working time during a payroll period operating a fork lift.

STAMPING

An employee other than "stamper" or "packer" stamping size or variety on the container in addition to doing his regular classification or work, shall receive a rate of seven and one-half cents per hour for each stamp marking which such employee marks on the container. Example: one stamping on containers, seven and one-half cents per hour additional; two stampings on containers, fifteen cents per hour additional, etc.

COMBINATION JOBS

If an employee is employed in more than one job classification he shall be paid in accordance with the provisions of Article XVI of this Agreement.

COLD ROOM

Any employee who is required by the Company to work substantially full time in a cold room for the storage of produce (at least 51% of such employee's normal work day) shall receive 50¢ per hour in addition to the hourly wage for such employee for all hours worked in the day such work is performed.

Any employee who is required by the Company to regularly and customarily work in and out of a cold room for the storage of produce shall receive 10¢ per hour in addition to the hourly wage for such employee for all hours worked in the day such work is performed.

ICE BLOWING OR GRINDING

Where an employee blows cars or grinds ice for the blower, in addition to his usual job, he/she shall receive a rate of 10¢ per hour above his usual classification.

EXHIBIT G

CABBAGE WAGE SCALE

<u>CLASSIFICATION</u>	<u>HOUR</u>	<u>PIECE RATE</u>
PACKER	6.795	NONE
TRIMMER	6.50	"
MISCELLANEOUS		
(Including:		
(Crate Repairer	6.50	"
(Turnboy	6.50	"
(Checker	6.50	"
ICE BLOWER	6.545	"
TRUCKERS		
(Including:		
(Trailer	6.545	"
(Basket Handler	6.545	"
(Receiver	6.545	"
(Trucker	6.545	"
(Bug Driver	6.545	"
LABELER	6.545	"
PAPER FOLDER	6.545	"
TOP ICER	6.62	"
CRATE LINER	6.67	"
RECEIVER (Head)	6.67	"
FORK LIFT COMBINATION	7.08	"
*FORK LIFT & RECEIVER (Head)	7.25	"
CARTON STAPLER, STITCHER OR CLOSER	6.75	"
LIDDER	7.05	"
CARLOADER	7.645	"
DELIVERY MAN	7.15	"
FORK LIFT FULL TIME	7.15	"

*Fork Lift - Full Time shall apply when the employee spends 50% or more of his working time during a payroll period operating a fork lift.

STAMPING

An employee other than "stamper" or "packer" stamping size or variety on the container in addition to doing his regular classification or work, shall receive a rate of seven and one-half cents per hour for each stamp marking which such employee marks on the container. Example: one stamping on containers, seven and one-half cents per hour additional; two stampings on containers, fifteen cents per hour additional, etc.

EXHIBIT G
(Continued)

COMBINATION JOBS

If an employee is employed in more than one job classification he shall be paid in accordance with the provisions of Article XVI of this Agreement.

COLD ROOM

Any employee who is required by the Company to work substantially full time in a cold room for the storage of produce (at least 51% of such employee's normal work day) shall receive 50¢ per hour in addition to the hourly wage for such employee for all hours worked in the day such work is performed.

Any employee who is required by the Company to regularly and customarily work in and out of a cold room for the storage of produce shall receive 10¢ per hour in addition to the hourly wage for such employee for all hours worked in the day such work is performed.

ICE BLOWING OR GRINDING

Where an employee blows cars or grinds ice for the blower, in addition to his usual job, he/she shall receive a rate of 10¢ per hour above his usual classification.

CARLOADER

The sum of one (1¢) per sturdee or wirebound crate of cabbage or cabbage cartons of like dimension and capacity shall be divided among the final hand-loading point carloaders and set-ons as determined by such employees and shall be paid in addition to the hourly rate to be paid such employees for all such crates or cartons of cabbage hand-loaded in cars and/or trucks. When the hand carloader is on piece rate and the set-on man is on the hourly rate, then the set-on man shall receive one-half (1/2¢) cent over the hourly rate when doing work described above. One and one-half times the piece rate described above shall be paid to carloaders who load during the overtime hours as set forth in this Agreement.

EXHIBIT H
Part 1

Honeydew and Mixed Melon Wage Scale

<u>Classification</u>	<u>1982</u>
<u>Packers - Piece Rates</u>	.
<u>Honeydews, Persians</u>	
<u>Casabas, Crenshaws</u>	
Melon Carton 44k	.1027
Regular Containers	.1112

<u>General Floor Help</u>	<u>1982</u>
Shook Up	6.50
Stamper	6.50
Crate Man	6.50
Sticker	6.50
Misc. Floor Help	6.50
Bin Boy, Inside	6.60
Dumper & Outside Bin Boy	6.60
Checker	6.65
Lot Tally (Record Keeper)	6.65
Trailer Receiver	6.65
Trucker	6.65
Leveler	6.625
Receiver - Dumper	6.725
Shearboard Operator	6.725
Set-Off or Set-On Man	6.825
Sorters	6.875
Seasonal Maintenance Man	6.875
Set-Back Trucker	6.95
Fork Lift Full Time	6.825
Fork Lift Loading	9.20
Crate Doctor	6.55
Bug Driver	6.725
Set-Off on to pallets (ten high)	8.71

Fork Lift - Full time shall apply when the employee spends 50% or more of his working time during a payroll period operating a fork lift.

EXHIBIT H
Part 1 (Continued)

Classification

<u>Honeydews, Persians, Casabas, Crenshaws: (Regular Containers)</u>	<u>1982</u>
Load Only (44k)	7.16
Load Only (44k Carton Piece Rate)*	3.590
Load and Brace (piece rate)	5.618

*It is agreed that the Company will pay the piece rate to mixed melon and honeydew hand loaders.

If no checker is used, the packer count shall be accepted. If there is a checker, the checker count shall be controlling.

The "Per 100 Rate", when used, applies to the job irrespective of the number of persons performing the work; total earnings for the job being divided among all persons performing the work.

EXHIBIT H
Part 2

Pre Sized Melon Wage Scale
(1/2 Size Carton)

<u>Classification</u>	<u>1982</u>	<u>1982</u>
<u>Piece Rate</u>		
Packers-Piece Rate	.1415	
Hand Loaders-Piece Rate	.0386	
	<u>Average Packer Rate</u>	<u>Standby Rate</u>
Hand Loaders		8.58
Shook Up	.0539	7.46
Container Person/ Carton Placer	.0539	7.46
Misc. Floor Help	.0539	7.46
Bin Boy-Inside and Out	.0561	7.60
Dumper	.0561	7.60
Sealer Operator	.0561	7.60
Carton Makeup	.0561	7.60
Trailer Receiver	.0572	7.60
Ice Man Machine	.0600	7.60
Receiver Dumper	.0590	7.60
Trucker	.0615	7.60
Set Back Trucker	.0637	7.60
Lot Tally	.0615	7.60
Checker	.0671	7.60
Fork Lift	.0611	7.93
Set-Off or Set-On	.0611	8.12
Seasonal Maintenance Man	.0621	8.13
Sorters	.0621	8.75
Fork Lift Loaders	.0615	9.20
Push Back		8.12
Turn Boy		7.46

The foregoing average packer rates are applicable to all companies except those listed in Exhibit H-Part 2A. For Companies who become signatory to this Agreement hereafter the foregoing schedule applies.

The foregoing standby rates are applicable to all pre sized operations.

For Lindemann Farms only:

For employees being paid on an average packer rate: In no pay week shall they receive in excess of pay based on an average packer rate of 175 cartons per hour, even if the actual average packer rate for that week is in excess of 175 cartons per hour.

EXHIBIT H
Part 2 (Continued)

<u>Weekly Guarantees</u>	<u>1982</u>
Sorters	9.48
Misc. Floor Help	7.79
Shook Up Container/ Carton Person	7.79
Bin Boy Inside/Out	7.97
Dumper	7.97
Sealer Operator	7.97
Carton Makeup	7.97
Trailer Receiver	7.97
Ice-Man Machine	7.97
Receiver Dumper	7.97
Trucker	7.97
Set Back Trucker	7.97
Lot Tally	7.97
Checker	7.97
Fork Lift	8.39
Set-Off Set-On	8.64
Seasonal Maintenance Man	8.66
Loader	9.24
Fork Lift Loader	10.05

The foregoing rates are guaranteed on a weekly basis of average hourly earnings. Employees who earn less on an average than the above rates over a weekly period shall be paid the difference between what was paid and the rates above for the hours during that week.

The foregoing guarantees are applicable to all pre sized operations.

Weekly guarantees not shown shall be established by the percentage that the standby rates have been to the above miscellaneous floor help rate.

EXHIBIT H
Part 2A

Pre Sized Scale For The Following Operations Only:

Silver Creek Packing Company
Cantaloupe Producers Exchange
Pappas Company
Perez Packing Company

<u>Classification</u>	<u>1982</u>	<u>1982</u>
	<u>Average Packer Rate</u>	<u>Standby Rate</u>
Packers-Piece Rate	.1310	
Hand Loaders-Piece Rate	.0393	
Hand Loaders		8.58
Shook Up	.0480	7.46
Container Person/ Carton Placer	.0480	7.46
Misc. Floor Help	.0480	7.46
Bin Boy-Inside and Out	.0498	7.60
Dumper	.0498	7.60
Sealer Operator	.0498	7.60
Carton Makeup	.0498	7.60
Trailer Receiver	.0507	7.60
Ice Man Machine		7.60
Receiver Dumper	.0544	7.60
Trucker	.0544	7.60
Set Back Trucker	.0564	7.60
Lot Tally	.0544	7.60
Checker	.0596	7.60
Fork Lift	.0542	7.93
Set-Off Or Set-On	.0542	8.12
Seasonal Maintenance Man	.0551	8.13
Push Back	.0542	8.12
Sorters	.0551	8.75
Fork Lift Loader	.0626	9.20
Turn Boy		7.46

In determining the average packer rate, packers who average less than 100 cartons per hour shall not be included in the calculation for employees being paid on an average packer rate.

In no pay week shall they receive in excess of pay based on an average packer rate of 200 cartons per hour, even if the actual average packer rate for that week is in excess of 200 cartons per hour. This paragraph shall apply only to Perez Packing Company and Cantaloupe Producers Exchange.

The foregoing standby rates are applicable to all pre sized operations.

EXHIBIT H
Part 3

Cantaloupe Wage Scale
Unsize Full Crate

<u>Classification</u>	<u>1982</u>	<u>1982</u>
Packers-Piece Rate	.3126	

<u>General Floor Help</u>	<u>Average Packer Rate</u>	<u>Hourly Rate</u>
Shock Up	.1389	6.50
Stamper	.1389	6.50
Crate Man	.1389	6.50
Sticker	.1389	6.50
Misc. Floor Help	.1389	6.50
Crate "Doctor" of Packed Crates	.1408	6.55
Push Into Press	.1430	6.58
Bin Boy, Inside	.1444	6.60
Dumper & Outside Bin Boy	.1444	6.60
Checker	.1469	6.65
Lot Tally (Record Keeper)	.1469	6.65
Trailer Receiver	.1469	6.65
Trucker	.1469	6.65
Receiver - Dumper	.1513	6.725
Shearboard Operator	.1513	6.725
Set-Off or Set-On Man <u>1/</u>	.1570	6.825
Sorters	.1597	6.875
Seasonal Maintenance Man	.1597	6.875
Ice Man (Machine)	.1541	6.775
Set-Back Trucker	.1637	6.95
Fork Lift Full Time	.1570	6.825
Ice Blower	.1400	6.525
Labeler	.1408	6.55
Leveler	.1459	6.625
Bug Driver	.1513	6.725
Bracing	.1513	6.825
Blowing, Squeezing, Making Gates	.1513	6.725

EXHIBIT H
Part 3 (Continued)

Lidding-Piece Rate Naked Pack/Per 100 crates

Cantaloupes: 1982

Foot Press 7.333
Air Press 6.371

Cantaloupes:

Automatic Press
Shook-up Service Furnished 2.427
Pressman Handles Own Shook 3.179

Carloading-Piece Rate Naked Pack/Per 100 crates

Cantaloupes:

Load Only 7.556
Set-Off or Set-On 1/
(Complete Job) 3.967
Truck Into Car 5.008

Labeling Knock Down Shook
(By Hand) 1.634

Classification 1982
Lidding-Hourly

Cantaloupes:
Foot Press 7.02
Air Press 7.02

Cantaloupes:
Automatic Press
Shook-up Service Furnished 7.02
Pressman Handles Own Shook 7.02

Carloading-Hourly

Cantaloupes:
Load Only 8.59
Set-Off or Set-On 1/
(Complete Job) 6.63
Truck Into Car 6.55

Employees who work before and after crew time, such as receivers and truckers, are to receive regular hourly pay when not working on crew time and crew time during the period that they are working with the crew.

EXHIBIT H
Part 3 (Continued)

The Labeler when labeling packed crates, the crate man when he places all of the crates on the conveyor, and the bug driver (who may be also the head receiver or the trailer receiver) shall receive .0041 per crate the first year - .0044 per crate the second year - .0047 per crate the third year added to the average packer rate of each melon packer over ten, provided that if there are two employees performing any of the above jobs in one packinghouse crew, the .0041 per crate for the first year - .0044 per crate the second year - .0047 per crate the third year added to the average packer rate shall be paid for each packer over twenty and .0041 per crate for the first year - .0044 per crate the second year - .0047 per crate the third year shall be divided among the two employees.

The checker, lot tally, stamper, push into press, and shook-up shall receive .0020 per crate the first year - .0021 per crate the second year - .0022 per crate the third year added to the average packer rate for each melon packer over ten, provided that if there are two employees performing any of the above jobs in the one packinghouse crew, the .0020 per crate the first year - .0021 per crate the second year - .0022 per crate the third year added to the average packer rate shall be paid for each packer over twenty and the .0020 per crate the first year - .0021 per crate the second year - .0022 per crate the third year shall be divided between the two employees.

Lidder shall receive 13 cents the first year - 14 cents the second year - 15 cents the third year per hundred additional when using printed slates for lidding.

It shall be part of the loader's regular job when loading WGA crates to strip the car floor when required.

If no checker is used, the packer count shall be accepted. If there is a checker, the checker count shall be controlling.

1/ SET-OFF and SET-ON: The "Average Packer Rate" for set-off or set-on men applies separately to each person performing the work.

The "Per 100 Rate", when used, applies to the job irrespective of the number of persons performing the work; total earnings for the job being divided among all persons performing the work.

***AVERAGE PACKER RATE:** This form of compensation for General Floor Help classifications.

The employee is paid the sum of the piece rate designated for the job classifications multiplied by the "average hourly" pack of the packers for the pay period.

EXHIBIT H
Part 4

2/3 Container - Unsized WKV Container

<u>Classification</u>	<u>1982</u>	<u>1982</u>
Piece Rate - Packers	.2408	

	<u>Average Packer Rate</u>	<u>Hourly Rate</u>
Stamper	.1349	6.50
Misc. Floor Help	.1075	6.50
Crate Doctor	.1097	6.55
Push Into Press	.1104	6.58
Checker	.1428	6.65
Lot Tally	.1138	6.65
Sorters	.1229	6.875
Seasonal Maintenance	.1229	6.875
Shook Up	.1074	6.50
Crate Man	.1074	6.50
Sticker	.1074	6.50
Ice Man	.1197	6.775
Ice Blower	.1089	6.525
Labeler	.1389	6.55
Bin Boy - Inside	.1119	6.60
Dumper & Outside Bin Boy	.1119	6.60
Trailer Receiver	.1138	6.65
Trucker	.1138	6.65
Leveler	.1129	6.625
Receiver Dumper	.1171	6.725
Shearboard Operator	.1171	6.725
Set-Off or Set-On	.1216	6.825
Bug Driver	.1171	6.725
Set-Back Trucker	.1262	6.95
Fork Lift	.1215	6.825
Bracing		6.825
Blowing, Squeezing, Making Gates		6.725

<u>Piece Rates</u>	
Automatic Press	2.355
Loader	5.874
Set-Off	3.103
Truck Into Car	3.791

EXHIBIT H
Part 5

Unsize Cantaloupe Wage Scale
(1/2 Size Carton)

<u>Classification</u>	<u>1982</u>	<u>1982</u>
<u>Piece Rate</u>		
Packers-Piece Rate	.1775	
Hand Loaders-Piece Rate Per Hundred	4.3063	
	<u>Average Packer Rate</u>	<u>Hourly Rate</u>
Hand Loaders		8.59
Shook Up	.0741	6.50
Container Person/ Carton Placer	.0741	6.50
Sticker	.0741	6.50
Misc. Floor Help	.0741	6.50
Ice Blower	.0750	6.525
Bin Boy-Inside and Out	.0771	6.60
Dumper	.0771	6.60
Leveler	.0781	6.625
Trailer Receiver	.0786	6.65
Ice Man Machine	.0823	6.775
Receiver Dumper	.0810	6.725
Trucker	.0845	6.65
Set Back Trucker	.0873	6.95
Lot Tally	.0825	6.65
Checker	.1366	6.65
Fork Lift - Full Time	.0856	6.825
Set-Off or Set-On	.0856	6.825
Push Back	.0856	6.825
Seasonal Maintenance Man	.0854	6.875
Fork Lift Loader	.0993	
Sorters	.0853	6.875
Bug Driver	.0809	6.725
Container "Doctor" of Packed Crates	.0749	6.50
Shearboard Operator	.0810	6.725
Stamper (Marker)	.1289	6.50

EXHIBIT I

CAULIFLOWER WAGE SCALE

<u>CLASSIFICATION</u>	<u>HOUR</u>	<u>PIECE RATE</u>
PACKER	6.75	NONE
TRIMMER		
(Including:		
(Buncher	6.50	"
(Stripper	6.50	"
(Tyers	6.50	"
WRAPPER and/or SEALER	6.50	"
MISCELLANEOUS		
(Including:		
(Stamper	6.50	"
(Turnboy	6.50	"
(Crate Repairer	6.50	"
(Checker	6.50	"
SORTER	6.50	"
ICE BLOWER	6.55	"
TRUCKERS		
(Including:		
(Receiver	6.55	"
(Trailer	6.55	"
(Baskets	6.55	"
(Feeders	6.55	"
(Crates	6.55	"
LABELER	6.55	"
PAPER FOLDER	6.55	"
TOP ICER (Crates)	6.625	"
CARTON ASSEMBLER	6.67	"
RECEIVER	6.675	"
CRATE LINER	6.675	"
ICE MAN (Conveyor)	6.75	"
FORK LIFT COMBINATION	7.08	"
*FORK LIFT FULL TIME	7.15	"
FORK LIFT & RECEIVER (Head)	7.25	"
CARTON STAPLER, STITCHER OR CLOSER	6.75	"
LIDDER		
Folds own paper	7.05	"
Paper folder furnished	7.05	"
CARLOADER	7.65	"
DELIVERY MAN	7.15	"
SET-OFF	6.75	"
CORING MACHING OPERATOR	6.75	"
PALLET STRAPPING	6.85	"
AUTOMATIC CARTON MACHINE OPERATOR	7.40	"

*Fork Lift - Full Time shall apply when the employee spends 50% or more of his working time during a payroll period operating a fork lift.

EXHIBIT I
(Continued)

STAMPING

An employee other than "stamper" or "packer" stamping size or variety on the container in addition to doing his regular classification or work, shall receive a rate of seven and one-half cents per hour for each stamp marking which such employee marks on the container. Example: one stamping on containers, seven and one-half cents per hour additional; two stampings on containers, fifteen cents per hour additional, etc.

COMBINATION JOBS

If an employee is employed in more than one job classification he shall be paid in accordance with the provisions of Article XVI of this Agreement.

COLD ROOM

Any employee who is required by the Company to work substantially full time in a cold room for the storage of produce (at least 51% of such employee's normal work day) shall receive 50¢ per hour in addition to the hourly wage for such employee for all hours worked in the day such work is performed.

Any employee who is required by the Company to regularly and customarily work in and out of a cold room for the storage of produce shall receive 10¢ per hour in addition to the hourly wage for such employee for all hours worked in the day such work is performed.

ICE BLOWING OR GRINDING

Where an employee blows cars or grinds ice for the blower, in addition to his usual job, he/she shall receive a rate of 10¢ per hour above his usual classification.

EXHIBIT M

PRE-PACKAGING WAGE SCALE FOR CELERY AND CARROTS

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
SORTER	6.50
TRIMMER	6.50
INSPECTOR	6.50
TRAY FILLER	6.50
BAG FILLER	
Carrots	6.50
Celery	6.545
CRATE, CARTON, MASTER BAG OR SACK FILLER	6.75
STITCHERS (Individual Bags)	6.50
SEALERS	6.50
TWISTERS	6.50
*BELT REGULATOR	6.50
MISCELLANEOUS	
(Including:	
(Crate Repairer	6.50
(Turnboy	6.50
(Stamper	6.50
(Checker	6.50
TRUCKERS	
(Including:	
(Trailer	6.545
(Basket	6.545
(Bug Driver	6.545
(Receiver	6.545
LABELER	6.545
SIZING MACHINE OPERATOR	6.575
WASHER:	
Tub Only	6.575
FLOOR MAN AND UTILITY	6.575
MACHINE OR HAND SEWING FOR BULK CARROTS	6.60
CULL AND JUMBO SACKERS (Belt)	6.60
SET-OFF (Cartons or Crates)	6.62
SET-ON (Cartons or Crates)	6.87
SAWYER	6.60
WIREBOUND CRATE ASSEMBLER	6.67
SACKER AND CONTAINER FILLER (Bulk Only)	6.675
RECEIVER (Head)	6.675
DUMPER	
Combination Trucker & Dumper by hand	6.725
Crate or Sack Dumper by hand	6.845
Mechanical	6.75
CARTON GLUER:	
Hand closing of glued cartons	6.575
Gluing Machine operator	6.75
CRATE CLOSER	6.75
CARTON STAPLER, STITCHER OR CLOSER	6.75

EXHIBIT M
(Continued)

FORK LIFT:	
Fork Lift Combination	7.08
**Fork Lift Full Time	7.15
Fork Lift and Receiver (Head)	7.25
***CARLOADER	7.65
DELIVERY MAN	7.15
ICE BLOWER	6.55
AUTOMATIC CARTON MACHINE OPERATOR	7.40

*A belt Regulator is an employee whose duties consist of mechanically regulating the speed of the belt or the flow of the carrots. An employee who acts as belt regulator in addition to work performed in another classification shall receive 10¢ per hour above the rate of the other classification performed.

*Fork Lift - Full Time shall apply when the employee spends 50% or more of his working time during a payroll period operating a fork lift.

***Carloader - The sum of one cent (1¢) per sturdee or wirebound crate of celery in celery cartons of like dimension and capacity shall be divided among the final hand loading point carloaders and shall be paid in addition to the hourly rate to be paid each employee for all crates or cartons of celery hand loaded in cars and/or trucks over 4 high on edge. One and one-half times the piece rate described above shall be paid to carloaders who load during the overtime hours as set forth in this Agreement.

***Carloader - The sum of one cent (1¢) per mesh sack of carrots or cello packed carton of carrots shall be divided among the final hand loading point carloaders and shall be paid in addition to the hourly rate to be paid each employee for all sacks or cartons of carrots hand loaded in cars and/or trucks over 6 high flat. One and one-half times the piece rate described above shall be paid to carloaders who load during the overtime hours as set forth in this Agreement.

STAMPING

An employee other than "stamper" or "packer" stamping size or variety on the container in addition to doing his regular classification or work, shall receive a rate of seven and one-half cents per hour for each stamp marking which such employee marks on the container. Example: one stamping on containers, seven and one-half cents per hour additional; two stampings on containers, fifteen cents per hour additional, etc.

EXHIBIT M
(Continued)

COMBINATION JOBS

If an employee is employed in more than one job classification he shall be paid in accordance with the provisions of Article XVI of this Agreement.

COLD ROOM

Any employee who is required by the Company to work substantially full time in a cold room for the storage of produce (at least 51% of such employee's normal work day) shall receive 50¢ per hour in addition to the hourly wage for such employee for all hours worked in the day such work is performed.

Any employee who is required by the Company to regularly and customarily work in and out of a cold room for the storage of produce shall receive 10¢ per hour in addition to the hourly wage for such employee for all hours worked in the day such work is performed.

ICE BLOWING OR GRINDING

Where an employee blows cars or grinds ice for the blower, in addition to his usual job, he/she shall receive a rate of 10¢ per hour above his usual classification.

CARLOADER

The sum of one (1¢) per sturdee or wirebound crate of celery or celery cartons of like dimension and capacity shall be divided among the final hand-loading point carloaders and set-ons as determined by such employees and shall be paid in addition to the hourly rate to be paid such employees for all such crates or cartons of celery hand-loaded in cars and/or trucks. When the hand carloader is on piece rate and the set-on man is on the hourly rate, then the set-on man shall receive one-half (1/2¢) cent over the hourly rate when doing work described above. One and one-half times the piece rate described above shall be paid to carloaders who load during the overtime hours as set forth in this Agreement.

ADDENDUM

This Agreement is by and between the Areas Negotiating Committee and the parties thereto and Local 78-B.

This Agreement modifies and supersedes Article I - Recognition Section 4 to the extent provided herein.

The Parties to this Agreement stipulate that members of the hand loading crew earn high wages which vary throughout the industry. In recognition of this fact and in recognition of the responsibility to provide employment to such employees with comparable earnings it is agreed as follows:

Members of the handloading crew who hold two years of seniority at the time their jobs are eliminated as a result of mechanization after the execution of this agreement shall be given jobs in the following order:

1. Operating forklifts on the dock.
2. Jobs as packers which are open will be assigned on the basis of seniority.
3. Set-off positions.
5. Operation of palletizers and/or strapping equipment.
6. Any openings on the plant including jobs held by non-seniority employees.
7. The right to displace any employee on the plant with less than two years seniority who has less seniority than the displacing employee.
8. The right to fill any future openings, unless the employee has refused to exercise his rights in accordance with the

above sections. Upon such refusal his rights under this agreement are waived.

Members of the Dock crew will be assigned to the highest rated available job which they can perform or reasonably expected to perform.

In lieu of any of the assignments listed above, a member of the hand loading crew may in accordance with his seniority elect to be issued a certificate of automation.

Individual members of the hand loading crew who are assigned to fill classifications of work other than packing whose regular rate would reflect earnings less than those earned during the period immediately preceding the introduction of the new method shall be paid a rate which reflects the approximate hourly earnings earned prior to the change.

A member of the hand loading crew who is assigned to fill a job on the plant other than a position on the loading dock shall be provided with not less than the number of days his seniority would have allowed him to work without the introduction of mechanization.