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phelan taylor for 1981. xml

AGREEMENT

BETWEEN

PHELAN AND TAYLOR PRODUCE CO.

END

UNITED FARM WORKERS OF AMERICA, AFL-CIO

1981 - 1983

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PREAMBLE

The Employer and the Union after negotiating in good faith (13L) have come to the following understanding covering wages, hours, conditions of employment, and other benefits for the agricultural employees of the Employer. The parties agree that it is their intent and the spirit of this agreement to benefit all phases of agricultural employment, the employees as well as the industry. Both the Employer and the Union hereby pledge that they will cooperate with each other in good faith for the best interest of all concerned. The Union agrees to use all proper means to recommend the product of the Employer.

ARTICLE I - PARTIES

This Agreement is between PHELAN AND TAYLOR PRODUCE CO., (1A1) hereinafter referred to as the "Employer", and the UNITED FARM (1A2) WORKERS OF AMERICA AFL-CIO, hereinafter referred to as the "Union".

ARTICLE II - RECOGNITION

A. The Employer does hereby recognize the Union as the sole (1A) exclusive bargaining agent representing all of the Employer's agricultural employees (hereinafter called "workers") in the unit set forth in Agricultural Labor Relations Board's certification in Case Number 80-RC-12-OX(SM). / The term "worker" shall not include (1B) security guards, sales and office employees and supervisory employees

who have the authority to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward or discipline other workers, or the responsibility to direct them or adjust their grievances, or effectively recommend such action, if, in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgement.

B. The Employer further recognizes the rights and obligations of the Union to negotiate wages, hours, and conditions of employment and to administer this Agreement on behalf of covered workers. 1A

C. Neither the Employer nor its representatives will interfere with the right of any worker to join and assist the Union. 12H

D. Neither the Employer nor its representatives will take any ~~action to disparage, denigrate, or subvert the Union.~~ Neither the Union nor its representatives will take any action to disparage, denigrate, or subvert the Employer. 13L

E. The Employer will make known to all workers, supervisors and officers, its policies and commitments as set forth above with respect to the recognition of the Union. 13L

F. The Union agrees that the Employer's obligations under this contract shall not prevent the Employer from participating in joint ventures, partnerships, or any other forms of business operations. Such Employer operations shall not be in such forms as will intentionally circumvent the Employer's obligations under this collective bargaining agreement. 13A

ARTICLE III - ASSIGNMENT

This Agreement shall not be assigned to any other Union without written consent of the Employer and the officers of the United Farm Workers of America, AFL-CIO. 101

ARTICLE IV - UNION SECURITY

A. Union membership shall be a condition of employment. Each 2 worker shall be required to become a member of the Union immediately following five (5) continual days after the beginning of employment, or five (5) days from the date of the signing of this Agreement, whichever is later and to remain a member of Union in good standing. However, the sole criteria for good standing in the Union for the purposes of employment and entitlement of all benefits under this contract shall be the payment of periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership. 2F Any worker who fails to become a member of the Union 2G within the time limit set forth herein or who fails to pay the uniformly required initiation fees and/or periodic dues as prescribed by the Union, shall be immediately discharged upon written notice from the Union to Employer and shall not be re-employed until written notice from the Union to the Employer of the worker's good standing status.

B. Employer agrees to furnish Union in writing, within two (2) weeks after the execution of this Agreement, a list of its workers giving the names, addresses, social security numbers and type of job classification. 13

C. Employer agrees to deduct from each worker's pay initiation ²¹ fees and all periodic dues as required by the Union upon presentation by the Union of individual authorization signed by workers, directing Employer to make such deduction. Employer shall make such deductions from workers' pay monthly, provided that it is submitted in advance of the close of the last pay period in the month, and periodically thereafter as specified on authorization so long as such authorization is in effect. / The Employer shall remit monies monthly. ²²
The Employer shall provide a monthly summary report as soon as ^{13K} possible, but not later than the 20th day of the month following the ending date of the previous month's pay period containing the names of the workers, social security numbers, payroll periods covered, gross wages, total hours worked per worker, total number of workers and amount of union dues deducted during such pay periods from each worker. / Union will furnish the forms to be used for ^{2I} authorization and will notify the Employer in writing of dues and ^{2J} initiation fees within ten (10) days of the execution of this Agreement and thirty (30) days before the effective date of any change.

D. The Employer will advise new workers that is a condition of ^{2/} their employment that they must become and thereafter remain members in good standing in the Union as defined in paragraph A of this Article immediately following five (5) continual days after the beginning of their employment. / The Employer shall furnish workers ^{2I} membership applications and dues checkoff authorization forms as provided by the Union. /

E. The Union shall indemnify and hold the Employer harmless from ^{2K}

and against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the Employer for the purpose of compliance with any of the provisions of this Article.

ARTICLE V - SENIORITY

A. In the event an employee works for the Employer at least 30 working days within the preceding 90 calendar days, he or she shall acquire seniority on the 30th day with the Employer retroactive to the original date of hire.

1) Where the worker has performed work in a particular job classification, he or she shall be laid off or recalled on the basis of his or her seniority, provided he or she is able to perform the work.

2) In the filling of job vacancies, re-assignment within a classification, or a promotion within a classification, seniority shall prevail, provided the worker is able to perform the work. In this regard the Employer shall have the right to determine the employee's ability to perform the job satisfactorily, provided that such determination shall not be exercised arbitrarily. Furthermore, the supervisor shall fully explain the job duties to the worker, and he or she shall be given a reasonable time to demonstrate his or her ability to perform the work satisfactorily. In this context, reasonable time is defined as one week, unless adverse circumstances would affect the Employer.

In the event such employee is unable to satisfactorily do the work, the employee shall return to his prior job classification. The

Employer agrees not to change an employee's job classification arbitrarily.

3) Promotion or reassignment to a job which entails the operation of complex and expensive machinery shall be based on seniority and ability to perform the work. Employees with longest seniority shall be given preference when ability is equal. 6B

B. Seniority shall be considered broken by: - 4D1,2,6

1) Discharge for just cause; 4D1

2) Voluntary quitting; 4D2

3) When a worker fails to report to work at the termination of a leave of absence, as per Article VIII of this Agreement, Leaves of Absence; or 4D

4) When on layoff fails to report within three working days after being called, unless satisfactory reasons are given. 5I

Any worker rehired after loss of seniority as provided 2) above shall establish a new seniority date as provided in Section A above. 4D

C. Beginning with the signing of this agreement and each six months thereafter (January 5-15, July 5-15), the Employer shall provide the Union with an up to date seniority list, showing the name of each worker, his seniority date, social security number, and job classification. The Union may review the accuracy of the seniority list and present to the Employer any errors it may find on such list. 4C

D. Whenever a vacancy occurs in a job classification with a higher rate than general hourly rate, such vacancy shall be posted on the Employer's bulletin board at least two weeks before the vacancy is to be filled, or as soon as practicable. Up to two seniority workers desiring consideration for the higher rated job may so indi- 6A
6A5

cate by signing the posting. Workers shall be selected as above in Section A(2) of this Article.

E. The Employer, when anticipating the recall of seniority workers, shall notify the workers and the union not less than 10 days, or as soon as practicable, prior to the estimated starting date of work, and with the approximate duration thereof. Employer shall be responsible for notifying workers when to report. Such recall shall be consistent with past practice. ,

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

ARTICLE VI - HIRING

A. The Employer shall not discriminate against any worker in hiring because of race, age, creed, color, religion, sex, political belief, national origin or language spoken. It is agreed that this obligation includes, but is not limited to the following: hiring, placement, recruitment, and advertising or solicitation for employment.

B. Hiring shall be handled as in past practice. The Employer shall make known to the Union those persons authorized to hire new employees. Neither the Employer nor its agents shall act in an unjust or arbitrary manner in its hiring practices.

C. All prospective employees seeking employment with the Employer shall fill out and sign an application.

D. The Employer shall notify the Union in writing every month of the date of hire, names, social security numbers, and job classification of all new employees hired.

E. All seniority workers shall be recalled to work in accordance with the provisions of Article V - Seniority.

ARTICLE VII - HEALTH AND SAFETY

A. The Employer and Union are interested in the health and safety of employees while working with the Employer. It is understood and agreed that it is necessary in the sophisticated farming practices of today that certain agricultural chemicals must be used for the control of pests and growth of the product. Employer recognizes that use of certain chemicals may be injurious to farm workers. The use of such chemicals injurious to farm workers must be so as not to cause injury to employees. If the Union in good faith believes such use may be injurious or has caused injury to workers, Employer agrees to make available to Union upon request such records as will disclose the following:

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

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

120

C. No employee shall be required to work in any work situation which would immediately endanger his health or safety. / An employee shall notify or attempt to notify the Employer of the existence of such condition / and shall not be discharged because he has refused to work in such conditions.

126

D. In accordance with law, there shall be adequate toilet facilities, in the field readily accessible to workers, that will be maintained by the Employer in a clean and sanitary manner.

121

E. When a worker who applies organo-phosphates or carbanates on on the Employer payroll, one baseline cholinesterase test and other additional tests shall be taken on those workers so employed at Employer's expense when organo-phosphates are used and, if requested, results of said test(s) shall be given to an authorized Union representative.

127

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

126

G. Each crew shall be provided with suitable, cool, potable drinking water convenient to workers. Individual paper drinking cups shall be provided.

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15A

H. The Employer shall furnish raincoats, rain hats, rain pants and boots when required. / Employee(s) shall be responsible for returning all such equipment that was checked out to them, but shall not be responsible for normal wear and tear including breakage due to normal wear and tear. Employee(s) shall be charged actual cost for equipment that is not returned. Receipts for returned equipment shall be given to the employee(s) by the Employer.

ARTICLE VIII - LEAVE OF ABSENCE

Leaves of absence without pay may be granted by applying to and receiving approval from the Employer. Leaves of absence may be extended by applying to and receiving approval from the Employer, upon a satisfactory showing of necessity. (11A2)

Leaves of absence not in excess of three (3) days may be either in writing or oral at the option of the Employer. All leaves of absence in excess of three (3) days must be in writing on forms furnished by the Employer and signed by the Employer representative. (11)

Leave of absence shall not be granted for employees to work elsewhere or to venture into business. (11D)

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. (11E)

Seniority shall accumulate during leaves of absence and, upon his return at the end of the period of the leave of absence, the employee shall be reinstated without loss of seniority and existing scale of wages. (11F)

ARTICLE IX - CALL TIME

All employees shall report to the place to which they are ordered to report for work at the time specified. A worker who is required to report for work and does report and does not commence work, shall be paid at least four (4) hours at the worker's hourly rate of pay or the worker's average hourly piece-rate earnings based on (59)

the preceding payroll week, whichever is greater. It shall be the worker's responsibility to inform the Employer promptly if he or she cannot report to work at the time specified.

A worker who is required to report for work and does report for work and commences work, shall be paid at least four (4) hours at the worker's hourly rate of pay or average hourly piece rate earnings based on the preceding payroll week, whichever is greater. However, the crew and the Employer may agree that the minimum work shall be at least two (2) hours.

This call time provision shall not apply where work covered by this agreement is delayed or cannot be carried out because of rain, frost, government condemnation of crop, machinery breakdown or other causes beyond the control of the Employer. Any call may be rescinded by notification to employees before reporting for work.

ARTICLE X - STAND-BY TIME

Any employee requested to stand by shall be paid for all time standing by at the hourly rate. This shall not apply to piece rate employees after they commence work.

ARTICLE XI - REST PERIODS

Rest periods shall be taken insofar as practical in the middle of each work period. Rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes per four (4) hours work or major fraction thereof. Rest period time shall be counted as hours worked.

ARTICLE XXII - MAINTENANCE OF STANDARDS

12L

The Company agrees that all conditions of employment in its individual operations relating to wages, hours of work, overtime differentials and general working conditions, except those specifically changed by this contract, shall be maintained at not less than the highest standards in effect at the signing of this agreement, and conditions of employment shall be improved whenever specific provisions for improvement are made elsewhere in this agreement.

It is agreed that the provisions of this section shall not apply to inadvertant of bona fide errors made by the Employer in applying the terms and conditions of this agreement, if such error is corrected within ninety (90) days of the error.

A disagreement between the Union and the Employer with respect to this matter shall be subject to the grievance procedure.

This provision does not give the Employer the right to impose wages or continue hours and working conditions less than those contained in this agreement. 12L

It is agreed, however, that conditions which apply to specific employees or areas, or which are due to particular circumstances, do not apply beyond those limited instances. Further, it is agreed that when employees are provided benefits at cost to the employer, charges to employees may vary in keeping with changes in cost.

ARTICLE XIII - WORKER SECURITY

A. Employer agrees that any worker may refuse to pass through any United Farm Workers of America, AFL-CIO picket line of another Employer and sanctioned by the Union. 9E

B. Each individual worker shall have the right to make his free choice to cross or not cross any sanctioned picket line as defined above.

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C. The provisions of this ARTICLE are not limitations in any way on the rights of the Employer as set forth in ARTICLE XXXV - Grower-Shipper Contracts. The provisions of ARTICLE VII - Health and Safety, also apply.

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ARTICLE XIV - DISCRIMINATION

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

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ARTICLE XV - LOCATIONS OF COMPANY OPERATIONS

The Employer shall provide the Union upon request the locations of the Employer's agricultural operations in San Luis Obispo County for use by the Union representatives pursuant to Article XVI, Right of Access to Company Property.

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ARTICLE XVI - RIGHT OF ACCESS TO COMPANY PROPERTY

A. Duly authorized and designated representatives of the Union (not exceeding three in number) shall have the right of access to Employer premises in connection with conduct of normal Union affairs in administration of this Agreement. In the exercise of the foregoing, there shall be no unnecessary interference with the productive activities of the workers.

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B. Before a Union representative contacts any of the workers (136) during working hours, he shall notify the Employer that he is on the premises.

C. The Union shall advise the Employer of the names of its (136) duly authorized and designated representatives. Union representatives shall identify themselves to the Employer's supervisor before contacting that supervisor's crew.

ARTICLE XVII - RIGHTS OF MANAGEMENT

All the functions, rights, powers and authority which the (13A) Employer has not specifically modified by this Agreement are recognized by the Union as being solely and exclusively retained by the Employer, including, but not limited to, the exclusive right to direct the work force, the means and accomplishment of any work, the products to be grown or harvested, the determination of size of crews or the number of employees and their classifications in any operations, the right to assign, transfer, and layoff employees, the right to decide the nature of equipment, machinery, method, or process and to change or discontinue existing equipment, machinery, methods, or processes the right to determine the type, amount and extent of production or harvest, to subcontract any operations performed, to determine work week, work hours, vacation schedules, shift hours, to determine when overtime shall be worked and who shall do it, to determine performance levels and pace of work, to maintain discipline and efficiency of employees, to hire and discipline employees, to lay-off or reassign employees, the right to close, liquidate, combine or transfer any operation performed by Employer or any facility operated by the

Employer, or any part thereof, or to move or relocate any such operation or facility and the right to make all decisions which are necessary to the efficient and/or economical operation of its business. The Employer's failure to exercise the rights reserved to it, or its exercise of them in a particular way, shall not be deemed a waiver of said rights or of its right to exercise them in some other way.

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ARTICLE XVIII - NO STRIKE CLAUSE

A. There shall be no strikes, work stoppages, slowdowns, boycotts, job or economic action, interruptions of work or other interference with the conduct of the Employer's business by the Union, nor shall there be any lockouts by the Employer.

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

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C. Workers covered by this Agreement shall not engage in any strike, work stoppage, slowdown, job or economic action, or other interruption of work or interference with the conduct of the Employer's business.

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D. The Union and the Employer's agricultural workers waive the right to strike over all disputes subject to the grievance procedure in this agreement or subject to ALRB jurisdiction, to strike in sympathy regarding a dispute involving another union and the right to honor another union's picket lines. In addition, the Union and the Employer's agricultural workers waive the right to

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strike over any matter not dealt with in the contract.

E. The Employer may discipline or discharge any workers who engage in any of the activities referred to above. Such discipline may include loss of seniority. 9D

F. If the Employer believes that the Union and/or the workers are violating this Article, the Employer will request an immediate meeting with the Union representative. If the Employer and the Union representative are unable to resolve the problem at this meeting, or if the Union is not readily available to meet with the Employer, the Employer may seek immediate legal action to enjoin such violation including legal fees incurred, notwithstanding the provisions of Article XXVI, Grievance and Arbitration. However, the Employer shall not seek money damages in court for breach of this article without first exhausting the provisions of Article XXVI, Grievance and Arbitration procedure. 1D

G. For the purposes of this Article, the Union shall not be liable for actions of the employees that the Union does not authorize ratify or acquiesce in, provided it takes such reasonable actions as may be requested by the Employer to prevent or stop any strike, work stoppage, slowdown, boycott, job or economic action, or other interruption or interference with work; and provided further that the Union makes every possible effort to halt such action. 9C

ARTICLE XIX - SUBCONTRACTING *

The parties understand and agree that the hazards of agriculture are such that subcontracting may be necessary and proper. Subcontracting may be necessary in areas such as land leveling, custom land work, 13E

precision planting, applying agricultural chemicals or pesticides, and where specialized equipment not owned by the Employer is required. It is understood and agreed that the Employer shall not subcontract to the detriment of the Union or bargaining unit workers.

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

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

B. Subcontracting is permissible under this Agreement where the Employer does not have the equipment to do the work being subcontracted. When a company does subcontract pursuant to the terms of this provision, any workers of the subcontractor who actually operate or maintain the equipment shall not be covered by the terms of this Agreement.

C. Company shall notify the Union in advance of any subcontracting.

ARTICLE XX - NEW OR CHANGED OPERATIONS

In the event a new or changed operation within the bargaining unit is instituted by the employer, which operation does not fit within any of the existing job classifications, the Employer shall set the wage in relation to the classifications and rates of pay in Appendix A and shall give the Union written notice before such rate is put into effect. Whether or not the Union has agreed to the proposed rate, the Employer may put the rate into effect after

such notice. In the event such rate cannot be mutually agreed upon between the Union and the Employer, the same shall be submitted to the grievance procedure for determination beginning at the second step, that is a meeting between Employer and Union representatives. Any rate agreed upon or as determined through the grievance procedure shall be effective from the installation of such new or changed operation.

ARTICLE XXI - DUES AND INITIATION FEES

The Employer agrees to deduct dues and initiation fees each month from the earnings of its employees covered by this agreement pursuant to the Union Security article. Deductions of union dues and/or initiation fees shall be forwarded to the designated office of the UNITED FARM WORKERS OF AMERICA, AFL-CIO. The Employer shall include a report of all employees covered by this agreement listed by name and social security number.

Union dues and/or initiation fees deducted pursuant to this agreement shall be forwarded with the report described in the above paragraph to the union prior to the twentieth (20th) day of the succeeding month.

ARTICLE XXII - RECORDS AND PAY PERIODS

A. Employer shall keep full and accurate records, including total hours worked, piece rate or incentive rate records, total wages and total deductions. Workers shall be furnished a copy on request of the itemized deductions, hourly rates, hours worked and total wages each pay day, which shall include the worker's piece rate

production records. The daily or weekly record of piece rate production for each crew shall be given to the appropriate steward. (1514)

B. Union shall have the right, upon reasonable notice to the Employer, to examine time sheets, work production or other records that pertain to workers' compensation, but in no case shall this provision be exercised more than twice per month and shall be limited to time sheets and pack out sheets for the commodity involved. (138)

ARTICLE XXIII - WORKING RULES

Work rules established by the Employer shall be posted at suitable locations, and a copy of any such rules shall be sent to the Union. Rules in conflict with provisions of this agreement shall be invalid. (13B)

ARTICLE XXIV - DISCIPLINE AND DISCHARGE

The Employer shall have the sole right to discipline and discharge workers for just cause. No worker shall be disciplined or discharged without just cause. (10A)

The Employer may issue warning notices notifying workers of unsatisfactory conduct or performance. In cases of dishonesty, flagrant insubordination or drinking intoxicating beverages, workers will be subject to immediate discharge. However, if a warning notice is given, it must be issued within 72 hours of the occurrence or discovery of the violation claimed by the Employer. Such warning notice shall be given to the employee in writing and a copy (10E, 107, 10E2, 10E2)

mailed to the Union at the time of issuance. Any warning notice shall be considered to be automatically protested. A warning notice shall remain in effect for a period of six months after issuance. Within 48 hours after any discharge or suspension for just cause, the Union representative will be notified in writing of the reasons for such discharge or suspension. Discharge and other disciplinary actions are subject to the Grievance and Arbitration provisions of this Agreement.

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ARTICLE XXV - BULLETIN BOARDS

The Employer will provide an area for a bulletin board in a central location.

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ARTICLE XXVI - GRIEVANCE AND ARBITRATION

A. The parties to this Agreement agree that all disputes which arise between the Employer and the Union out of the interpretation or application of this Agreement shall be subject to the Grievance and Arbitration Procedure. The parties further agree that the Grievance Procedure of this Agreement shall be the exclusive remedy with respect to any disputes arising under this Agreement, and no other remedies shall be utilized by any person with respect to any disputes involving this Agreement until the Grievance Procedure has been exhausted.^{1/} Any claim by Union that on the job conduct by a non-bargaining unit employee is disrupting harmonious working relations may be treated as a Grievance provided that such Grievance is specified in detail.

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^{1/} It is understood that Article XVIII, paragraph F., is an exception to this provision.

B. Grievance dropped by either party prior to an arbitration hearing shall be considered as withdrawn without prejudice to either party's position on a similar matter in the future. 80

C. FIRST STEP: Any grievance arising under this Agreement shall be immediately taken up between the Employer supervisor involved and the Union steward. They shall use their best efforts to resolve the grievance. In the event the grievance is not immediately satisfactorily resolved, the grieving party shall reduce the grievance to writing and set forth the nature of the grievance. A grievance regarding a discharge of an employee must be filed in writing within five (5) days of the discharge. All other grievances must be filed in writing within thirty (30) days of the occurrence of the grievance or thirty (30) days of the discovery thereof. The failure of the grieving party to file a grievance within the time limits specified in this paragraph shall waive the grievance. 81

D. STEP TWO: Any grievance not resolved in the First Step shall be discussed in a meeting between the Grievance Committee comprised of no more than two persons plus a Union Representative and an equal number of Employer representatives not later than ten (10) calendar days after the filing of the grievance. If the grievance is not satisfactorily resolved in such meeting, the party receiving the grievance shall give a written response to the other regarding its position including reasons for denial within the (10) work days from the close of the Step Two meeting. If the party receiving the grievance fails to respond within said ten (10) work days such party shall be considered to have withdrawn its objection 82

to the grievance and the grievance shall be granted in the grieving party's favor. / A Union representative may fully participate in the grievance meeting. /

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E. STEP THREE: If the grieving party is not satisfied with the written response, it must file a written notice to the other party within ten (10) calendar days of the receipt of such written response. Failure to file within said time period shall waive the grievance. If timely written notice of appeal is given, the matter shall be referred to arbitration. / The arbitrator shall consider, and decide the grievance referred to him. / The arbitrator shall not have the authority or jurisdiction to modify, add to, detract from, or alter any provision of this Agreement. /

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F. The arbitrator in his discretion may render a bench decision, or shall allow briefs. The arbitrator shall issue a decision in writing to the parties within fifteen (15) days after the date briefs are to be filed. / The decision of the arbitrator shall be binding on the Employer, the Union and the workers. / All expenses and salaries of the arbitrator shall be borne equally by the parties. Each party shall pay the cost of presenting its own case.

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G. SELECTION OF THE ARBITRATOR: Not later than one week (unless there is mutual agreement to extend this time period) after the execution of this Agreement and each six (6) months thereafter, if requested by either the Company or the Union, a panel of eleven (11) arbitrators shall be requested from either the American Arbitration Association or the Federal Mediation and Conciliation Service for potential disputes. Upon the request of either party

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additional lists of arbitrators shall be requested.

The parties will make a good faith effort to agree on an arbitrator for a particular dispute. In the event they are unable to agree, they shall alternately strike names from the list until one name remains. That name shall be the person designated as arbitrator for the dispute. The party to strike first shall be selected by a coin toss. Every six (6) months, either party may request a new list of arbitrators for the purpose of selecting arbitrators for future disputes.

ARTICLE XXVII - MECHANIZATION

In the event the Employer engages in future mechanization of any operation of the Employer that will permanently displace workers, the Employer shall meet with the Union to discuss training of displaced workers to operate and maintain the new mechanical equipment, the placement of displaced workers in other jobs with the Employer, the training of such workers for other jobs with the Employer, or the placing of such workers on a preferential hiring list which the Employer will use in conjunction with Article VI - Hiring.

1. CELERY CREW

A. The Employer shall upon the effective date of this Agreement contribute \$.38 per hour to the Robert F. Kennedy Farm-workers Medical Plan for each hour worked by each worker in the celery crew throughout the remainder of the contract. 1962

B. The monies and a summary report shall be remitted to the Plan monthly on or before the fifteenth (15) of every month covering the preceding monthly payroll at such address as designated by the Administrator of the Plan. 134'

C. Union will provide the Employer with the schedule of benefits provided for the celery workers. In or about July of each year, the Union shall provide the Employer with copies of the following: (1) Actual Summary Plan Description; (2) Annual Summary Report; (3) Notice of benefit changes. Furthermore, the Union will provide the Employer with copies of all claims experience studies prepared for the Plan's trustees by its consultant, the Western Benefits Plan Consultants, Inc. 19F

2. ALL OTHER CREWS

The Employer shall provide a health and welfare plan for all other employees and their families providing the same benefits as Western Growers Assurance Trust Plan 24B. The cost of this plan shall be borne by the Employer. Payment of premiums shall be made by the tenth (10th) day of each current month during the period of this agreement. 19F 196

An eligible employee is an employee who has worked sixty (60) ¹⁹¹ hours for the Employer in the preceding month. The Employer shall provide the Union a list of eligible employees each month.

After termination of employment for the season, the employee ¹⁹¹ may pay his own insurance premiums at the group rate for a period not to exceed the (10) consecutive months. The first payment of premium by the employee must be paid by the tenth (10th) day of the first month following termination of employment for the season unless the premium for that month is paid by the Employer, in which case the first payment of premium by the employee must be made by the tenth (10th) of the next consecutive month. Thereafter, each payment must be made consecutively by the tenth (10th) of the month, provided that the Employer is not obligated to pay insurance for that month. -

At the time each month that the Administrator of the appropriate insurance plan submits the list of eligible employees and premium payments on behalf of the Employer, it shall send to the Union a copy of said list. ¹³¹

ARTICLE XXIX - SUPPLEMENTAL BENEFIT

The Employer shall contribute as a supplemental benefit, in lieu of a pension program, thirty cents (30¢) per hour for each ¹⁵¹⁴ and every hour worked or paid for, excluding hours paid for holidays, for each employee covered by this agreement.

This benefit shall be paid to each employee on a quarterly basis, or at such other time as may be mutually agreed upon by a majority of the employees and the Employer. The final quarterly installment shall be payable prior to the beginning of the Christmas holidays. In the event that an employee takes a leave of absence, or is discharged for cause, terminated or laid off, any accumulated benefit monies shall be paid immediately to the employee.

A summary report including the names, social security numbers and number of hours worked for each employee under this agreement including those paid on a piece-rate basis, shall be remitted to the Union office prior to the twentieth (20th) day of each month.

ARTICLE XXX - VACATION BENEFITS

A. Employees shall be entitled to vacations as set forth in accordance with the following provisions:

1. Each employee shall use a year commencing with the date of his employment to determine his vacation rights.

2. After a new employee has maintained his seniority for eleven (11) months, he shall be entitled to a vacation based upon the number of hours worked during the eleven (11) months of employment, as follows:

(a) 500 to 999 hours - 1% of employees gross Employer earnings during the eleven month period.

(b) 1,000 hours or more - 2% of employee's gross Employer earnings during the eleven month period as vacation pay.

After a new employee has qualified for vacation pay by maintaining his/her seniority for eleven (11) months and working the requisite number of hours, he/she shall be eligible for vacation pay in subsequent calendar years provided he/she maintains his/her seniority and works the requisite number of hours to qualify. 17A

3. A worker who has maintained his/her seniority for four (4) or more consecutive years shall receive double the vacation benefits. 17

B. Requirements and Rights Applicable to Vacations:

1. The employee must work the hours set forth above in the calendar year and be a seniority employee of the Employer to qualify for vacation pay. 17A

2. Vacation periods shall be arranged by mutual agreement between the Employer and the employee and shall be taken at such time as will cause the least inconvenience to the Employer, and shall be paid for when the vacation is taken. 17C1

3. The employee who has been or will be discharged, or who has voluntarily terminated or will voluntarily terminate his employment with the Employer, shall be entitled to vacation pay at that time, provided he has met the eligibility provisions and qualifications of this article. 17E

4. Vacation pay shall be paid normally at the end of each season or at such other time as may be mutually agreed upon between the Employer and the employee. However, where an employee has not maintained his seniority for eleven (11) months at the end of a season, that employee shall be entitled to vacation pay no later than two weeks after maintaining his seniority for the required period. 17E

ARTICLE XXXI - HOLIDAYS

Commencing with the effective date of this Agreement, the following shall be paid holidays: Memorial Day, July 4th, Labor Day, and Thanksgiving. Holiday pay shall be the daily average pay earned during the payroll week immediately preceding the holiday.

All hours worked on Christmas, New Years, Memorial Day, July 4th, Labor Day and Thanksgiving shall be paid for at the rate of one and one-half (1½) times the straight time hourly rate of pay.

Eligibility for Paid Holidays

1. The employee must be a seniority employee who worked at least five (5) days within the fourteen (14) days immediately preceding the holiday; and
2. The employee must also have worked his last regularly scheduled work day before the holiday and the next regularly scheduled work day after the holiday.
3. An employee who is absent from either the last regularly scheduled work day before the holiday or the next regularly scheduled work day after the holiday because of excused illness shall qualify for holiday pay provided the employee qualified under 1. above.

It is understood that employees who for any reason do not work the required five (5) days in paragraph 1 above, or who miss the last regularly scheduled work day before the holiday or the next regularly work day after the holiday for a reason other than excused illness, do not qualify for holiday pay.

Employees working on a holiday falling on a Sunday shall not be entitled to the benefits of Article XXXII- Overtime.

1439

ARTICLE XXXII -OVERTIME

All hours worked by hourly and piece rate employees on Sunday shall be paid at one and one quarter (1 1/4) times, the employees regular hourly rate or piece rate average hourly earnings.

14D1

Hourly workers required to work over ten (10) hours in any calendar day shall be paid at the rate of one and one-half (1 1/2) times their regular hourly rate for hours worked in excess of ten (10) hours. This Article shall not apply to irrigators.

14B1

ARTICLE XXXIII -INJURY ON THE JOB

If an employee is injured at work, to the extent that medical care is required and the employee is unable to return to work, the Employer will pay the employee's wages for the day of injury based upon the number of hours he would have worked that day. Such payment shall be made at the hourly rate if the employee was being paid on an hourly basis, and at the crew average piece rate earnings for the day of the injury, if the employee was being paid on a piece rate basis. If the Employer requests, the employee will provide a written statement from his treating doctor stating that the employee was unable to return to work because of industrial injury.

14K1

ARTICLE XXXIV

- FUNERAL LEAVE

To make funeral arrangements and to attend the funeral of a member of the immediate family (father, mother, child, brother, sister, husband or wife) a seniority worker will be paid what he would have earned had he been working for the Company, not to exceed three (3) days. A leave of absence without pay shall be granted, upon request, for such additional time as the employee requires.

(11D2)

ARTICLE XXXV

- JURY DUTY

When an employee is first notified of a call for jury duty, he shall immediately inform the Employer in writing of such notification. ~~If~~ a seniority employee serves on a jury, he shall be paid by the Employer the difference between the fees he receives as a juror and what he would have received had he been working for the Employer during the period not to exceed three days.

(11F3)

(11F1)

ARTICLE XXXVI

- GROWER-SHIPPER CONTRACTS

It is recognized by Employer and Union that various types of legal entities are used by growers and shippers in the agricultural industry, including partnership, joint venture, and other legal contractual arrangements, in the growing, packing, harvesting and selling of agricultural crops. Neither the Employer nor the Union shall prevent the Employer from entering into these legal arrangements by any of the provisions of this Agreement, nor will the Employer subvert the Union by entering into these legal arrangements. In

(13A3)

13A

addition, and whenever it is possible for the Company to perform the work of weeding, thinning or hoeing, the Employer will do so, it being the intent to provide jobs for bargaining unit workers;

In the event the Employer enters into a partnership, joint venture, or other legal contractual relationship with a grower and/or shipper for the growing, packing, harvesting or selling of a crop, Union agrees not to interfere with or prevent in any manner the growing, packing harvesting or selling of any of the crops in which Employer may have such an interest; provided such partnership, joint venture or other legal contractual relationship was entered into by Employer prior to any economic action by Union against any other party to the partnership, joint venture or other legal contractual relationship, and it is understood that filing of a petition under the Agricultural Labor Relations Act does not constitute interference under this paragraph.

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

ARTICLE XXXVII - SAVINGS CLAUSE

In the event any portion of this Agreement shall become in-
effective as the result of any applicable local, state or federal
law, only that portion of this Agreement so affected shall be in-
effective; in no event shall the fact that a portion of this agree-

ment be not applicable or illegal in accordance with such laws
render the remainder of this Agreement ineffective or work a
termination.

2131

ARTICLE XXXVIII - SUPERVISORS AND FAMILY MEMBERS

The Employer's supervisors and members of the Employer's
family may continue to perform bargaining unit work that they have
traditionally performed in the past to the extent that they have
performed such work in the past, where the intent is not to deprive
workers in the bargaining unit of work.

1304

The Employer's family members may perform any bargaining unit
work as long as current bargaining unit members are not displaced
thereby.

ARTICLE XXXIX - INCOME TAX WITHHOLDING

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

1546

ARTICLE XL - MODIFICATION

No provision of this Agreement may be amended, modified,
changed, altered or waived except by written document executed by
the parties hereto. This Agreement shall be the entire Agreement
for the duration thereof unless modified as above.

2133

ARTICLE XLI - REPORTING ON PAYROLL DEDUCTIONS
AND FRINGE BENEFITS

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All contributions due hereunder on fringe benefit plans shall be computed on the preceding monthly payroll for every worker covered by the Collective Bargaining Agreement. In conjunction therewith, a monthly summary report will be submitted before the 20th of every month covering the preceding monthly payroll for which contributions for fringe benefits are due. The monthly summary report shall include the employees' names, social security numbers, total hours worked by workers, total number of workers and amount of contributions; and shall be sent along with the monies to the addresses as designated by the Administrators of the respective funds.

ARTICLE XLII - DURATION OF AGREEMENT

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This Agreement shall be in full force and effect from September 1, 1981 and shall continue in full force and effect through August 31, 1983. This agreement shall automatically renew itself from year to year from the expiration date hereof unless either of the parties shall give notice in writing to the other party sixty (60) days prior to the expiration, requesting negotiations for a new agreement or modification of this agreement, together with thirty (30) days prior written notice to the State Conciliation Service.

This Agreement is executed this 10 day of September, 1981.

(IA1)

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PHELAN AND TAYLOR PRODUCE CO.

UNITED FARM WORKERS OF AMERICA,
AFL-CIO

BY: John M. Taylor

BY: James Chavez
Victor Mendez

BY: _____

BY: Marcos M. O'Fa

BY: Salvador Aranda P.

BY: Josie S. Gutierrez

ADDENDUM A

TRACTOR OPERATORS

The minimum hourly rate of pay for Tractor Operators shall be as follows:

Class 1 - Operator who performs listing, precision planting and precision application of agricultural chemical. Operator shall receive Class 1 rate of pay as his regular rate of pay including all times worked at job classification of a lesser rate of pay.

Effective 7/16/81 : \$ 6.38
Effective 7/16/82 : \$ 6.88

Class 11 - Operator who performs work other than that listed under Class 1 operator shall receive Class 11 rate of pay as his regular rate of pay including all time worked at job classifications of a lesser rate of pay. Where a Class 11 operator performs any of the duties listed under Class 1, he shall receive the Class 1 wage rate as his regular rate of pay.

Effective 7/16/81 : \$ 6.27
Effective 7/16/82 : \$ 6.77

Class 111 - Tractor Operator who is a trainee for a period not to exceed thirty (30) days for Class 1 or Class 11 Tractor Operator, and who has not previously performed work in either Class 1 or Class 11. Consent of the Union shall be required to employ an employee as a Class 111 Tractor Operator, however, such Union consent shall not be withheld arbitrarily.

Effective 7/16/81 : \$ 6.02
Effective 7/16/82 : \$ 6.52

TRAILER PULLER FULL-TIME

A full time Trailer Puller is an employee who spends 25% or more of this time on a daily basis pulling trailers; his hourly pay shall be as follows for all hours worked that day:

Effective 7/16/82 : \$ 5.82
Effective 7/16/82 : \$ 6.32

TRAILER PULLER PART-TIME

A part time Trailer Puller is an employee who spends less than 25% of his time pulling trailers on a daily basis. This rate of pay shall be as follows for all hours worked that day:

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Effective	7/16/81	:	\$ 5.70
Effective	7/16/82	:	\$ 6.20

ADDENDUM B

GENERAL FIELD HARVESTING, PRE-HARVESTING, HOEING AND IRRIGATING

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15A

The following hourly rates of pay shall be a guaranteed minimum rate of pay under this agreement.

Effective 7/16/81 : \$ 5.60

Effective 7/16/82 : \$ 6.10

ADDENDUM C

ENDIVE AND ESCAROLE (including loading)

The minimum hourly rate of pay where crew is paid an hourly basis pay shall be as follows:

Effective	7/16/81	:	\$ 5.60
Effective	7/16/82	:	\$ 6.10

HARVEST - Field Pack

When the crew consists of cutters, trimmers, packers, closers and loaders:

Effective	7/16/81	:	\$.595
Effective	7/16/82	:	\$.61

The piece rates shall be divided among the crew in accordance with their present practice unless otherwise agreed to between members of the crew and Employer. Piece rates are based on a standard crate. Where different capacity containers are used, rates shall be adjusted proportionately.

ADDENDUM D

CAULIFLOWER - Field Harvest

The crew consists of cutters, wrappers, and packers on trailers. The minimum hourly rate of pay for cutters shall be as follows:

Effective	7/16/81	:	\$ 5.60
Effective	7/16/82	:	\$ 6.10

CAULIFLOWER THINNING

Piece Rate per Acre (single row)

Effective	7/16/81	:	\$ 29.00
Effective	7/16/82	:	\$ 30.75

These rates shall be considered as minimum base rates. Practices of each Employer in paying higher rates due to field conditions and plant population are recognized.

ADDENDUM E

CHINESE CABBAGE AND BOK CHOY

The minimum hourly rate of pay where crew is paid on hourly basis pay shall be as follows:

Effective 7/16/81 : \$ 5.60
Effective 7/16/82 : \$ 6.10

Harvest

Per WGA Crate:

Effective 7/16/81 : \$.69
Effective 7/16/82 : \$.72

Per Wirebound:

Effective 7/16/81 : \$.50
Effective 7/16/82 : \$.52

Per Carton:

Effective 7/16/81 : \$.54
Effective 7/16/82 : \$.56

The crew consists of cutter, trimmers, packers, closers and loaders. The piece rates shall be divided among the crew in accordance with their present practice unless otherwise agreed to between members of the crew and the Employer. Piece rates are based on a standard crate. Where different capacity containers are used, rates shall be adjusted proportionately.

ADDENDUM F

GREEN LEAF LETTUCE AND RED LEAF LETTUCE, SALAD BOWL LETTUCE, AND BUTTER LETTUCE

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-
-
-
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The minimum hourly rate of pay where crew is paid on hourly basis pay shall be as follows:

Effective 7/16/81 : \$ 5.60
Effective 7/16/82 : \$ 6.10

HARVEST

15A

Two Dozen Heads Packed, Per Container (including loading)

Effective 7/16/81 : \$.46
Effective 7/16/82 : \$.50

The crew consists of cutters, trimmers, packers, closers and loaders. The piece rates shall be divided among the crew in accordance with their present practice unless otherwise agreed to between members of the crew and Employer. Piece Rates are based on a standard crate. Where different capacity containers are used, rates shall be adjusted proportionately.

OCEANO ROMAINE

The minimum hourly rate of pay where crew is paid on hourly basis pay, shall be as follows:

Effective 7/16/81 : \$ 5.60
Effective 7/16/82 : \$ 6.10

ROMAINE HARVEST

The piece rate to be paid shall be as follows for Standard Carton including loading. 15A

Effective 7/16/81	:	\$.495
Effective 7/16/82	:	\$.525

The crew consists of cutters, trimmers, packers, closers and loaders. The piece rates shall be divided among the crew in accordance with their present practice unless otherwise agreed to between members of the crew and Employer. Where different capacity containers are used, other than those listed above, rates shall be adjusted accordingly.