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AGREEMENT

PARTIES

This Agreement and Supplemental Agreements attached hereto are between SKF FARMS, INC., hereafter called "the Company" and the United Farm Workers of America, AFL-CIO, hereafter called "the Union". The parties agree as follows:

ARTICLE 1. RECOGNITION

A. The Company does hereby recognize the Union as the sole labor organization representing all of the Company's agricultural employees (hereinafter called "workers") in the unit set forth in Agricultural Labor Relations Board's certification in case number 76-RC-4-R. In the event the Agricultural Labor Relations Board certifies other employees not here included within the certified unit, such additional employees shall be included under the terms of this Agreement. The term "worker" shall not include office and sales employees, security guards, designated family employees, and supervisory employees who have the authority to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward or discipline other workers or the responsibility to direct them or adjust their grievances, or effectively recommend such action, if, in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature but requires the use of independent judgment.

B. The Company agrees that no business device including joint ventures, partnerships or any other forms of agricultural business operations shall be used by the Company for the purpose of circumventing the obligations of this Agreement.

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

D. Neither the Company nor its representatives will take any action to disparage, denigrate or subvert the Union. Neither the Union nor its representatives will take any action to disparage, denigrate or subvert the Company.

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

F. The Company will make known to all workers, supervisors and officers, its policies and commitments as set forth above with respect to recognition of the Union, and will not discourage workers in the bargaining unit from giving utmost consideration to supporting and participating in collective bargaining and contract administration functions.

ARTICLE 2. UNION SECURITY

A. Union membership shall be a condition of employment. Each worker shall be required to become a member of Union immediately following five continual days after the beginning of employment, or five days from the date of the signing of this Agreement, whichever is later; and to remain a member of Union in good standing. Union shall be the sole judge of the good standing of its members. Any worker who fails to become a member of Union within the time limit set forth herein, or who fails to pay the required initiation fee, periodic dues or regularly authorized assessments as prescribed by Union, or who has been determined to

be in bad standing by Union pursuant to the provisions of the Union's Constitution, shall be immediately discharged (or suspended) upon written notice from Union to Company, and shall not be reemployed until written notice from Union to Company of the worker's good standing status.

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

C. Company agrees to deduct from each worker's pay initiation fees, all periodic dues, and assessments as required by Union, upon presentation by the Union of individual authorization signed by workers, directing Company to make such deductions. Company shall make such deductions from workers' pay for the payroll period in which it is submitted, provided that it is submitted in advance of the close of the pay period, and periodically thereafter, specified on authorization so long as such authorization is in effect and shall remit monies weekly. The Company shall provide a monthly summary report as soon as possible, but not later than twenty days (thirty days for the first three months after the date of execution of this Agreement) after the last pay period in the previous month, containing the names of the workers, social security numbers, payroll periods covered, gross wages, total hours worked per worker, total number of workers and amount of Union dues deducted during such pay periods from each worker. Union will furnish the forms to be used for authorization and will notify the Company in writing of dues, assessments and initiation fees within five days of the execution of this Agreement and five days before the effective date of any change.

D. The Union will furnish the Company with membership and authorization forms. If the Company procures workers from "any other source" as provided in Article 3 the Company will explain the membership and deduction authorization arrangements between the Company and the Union at the time of hiring new workers. The Company will be responsible to cause new workers to sign the membership and authorization forms not later than immediately following five days of the beginning of employment. The Company will immediately give a copy of the authorization form to the worker, retain a copy for its use pursuant to Section C above, and promptly turn over per arrangement the other copy along with the membership application to the Union area office.

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

ARTICLE 3. HIRING

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

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

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

D. In the event, during the operating season in any area of Company operations, new or additional workers are needed to perform work covered by this Agreement, the Company shall notify the Union facility designated in Section A of the number of workers needed, the type of work to be performed, the date the workers are needed, and whether the work is temporary or permanent. The Union shall be given forty-eight hours notice or as far in advance as reasonably possible.

E. When workers are requested of the Union, Union shall use its best efforts to furnish the requested number of workers, and the Union shall promptly notify the Company if it is unable to comply with any Company request for workers. If the Union does not furnish the requested number of workers on the date and by the time requested, the Company shall be free to procure needed workers not furnished by the Union from any other source. If the Company secures workers under the provisions of this paragraph, the Company will make available to Union, in writing within five days thereafter, the names, social security numbers,

date hired and _ _ classifications of all workers so hired, provided however, that the Union shall be entitled, acting on its own, to ascertain such information from such workers at any time after twenty-four hours following the hiring of such workers, provided further, that work is not interrupted. Grievances relating to this paragraph shall be subject to the expedited grievance and arbitration procedure.

F. When Company requests workers from the Union facility for jobs which require skills or experience (such as tractor drivers, irrigators) the Union will refer workers who meet the job requirements. Before the Company makes a determination that a referred worker does not meet the job requirement, the supervisor will fully explain the job duties and requirements and give the worker a reasonable time (which need not exceed one day) to meet the job requirements. Discharges shall be subject to the procedures of Article 8 - Discipline and Discharge.

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

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

ARTICLE 4. SENIORITY

A. After a worker has worked for the Company at least fourteen work days within the preceding ninety calendar days, he shall acquire seniority on the fourteenth day of work retroactive

to his date of re. Whenever a commodity or crop season is less than twenty-eight calendar days, a worker shall acquire seniority provided he works one-half the number of workdays in the season. It is understood that the days prior to acquiring seniority do not establish nor shall be a probationary period. There shall be no layoffs for the purpose of circumventing acquisition of seniority.

B. Seniority shall be defined as a total length of continuous service with the Company. A break in service terminates worker's seniority. Layoffs are not considered a break in service. Seniority shall be lost for the following reasons only:

(1) Voluntary quitting.

(2) Discharge for just cause.

(3) When on layoff, the worker fails to report within three working days after being called, unless satisfactory reasons in writing are given within six days after being called.

(4) When the worker fails to report to work at the termination of a leave of absence or vacation.

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

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

C. The classifications of workers shall be as designated on Appendix A attached hereto and by this reference made a part hereof. The filling of vacancies, new jobs, promotions or increased work opportunities within the bargaining unit, demotions and reductions in classification shall be on the basis of seniority (except for past practice as to certain workers who may be hired

or transferred the Company without observing the provisions of this Article 4); provided, however, the worker is able to do the work. In such cases, the supervisor will fully explain the job duties and requirements, and give the worker a reasonable time to meet the job requirements.

D. Whenever there is a layoff in the work force in any job classification, layoffs shall be by seniority order, with the workers with the lowest seniority laid off first.

E. Workers reduced in classification or laid off from any classification upon restoration of work force or recall shall return in seniority order, with the workers with the highest seniority being recalled first to the classification from which they were reduced or laid off.

F. Whenever a permanent vacancy occurs in any classification, with a rate above general field and harvesting, such vacancy shall be posted on the Company's bulletin boards. A copy of such posting shall be provided the Ranch Committee or the Union. The posting shall be made at least five (5) days before the vacancy is permanently filled. Workers with seniority desiring consideration for the higher rated job will so indicate by signing the posting. The senior worker, in accordance with Section C above, shall be selected for the vacancy and he shall be given a fair opportunity to qualify. If such worker cannot perform the job, he shall return to his former classification and rate and the Company will then select the next senior worker who had signed the posting and he shall be given a fair opportunity to qualify. Selection and training for those workers applying for the position shall be as set forth in Section C above.

The Company will fill temporary vacancies, such as during the posting period or those created by a worker's short-

term illness, injury or other temporary absence which are not subject to posting, so far as possible, with seniority workers.

G. The Company shall prepare up-to-date seniority lists, showing the name of each worker, his seniority date, social security number, and job classification, which shall be posted on the Company bulletin board as follows: the seniority lists (the first of which shall be approved and signed by Company and Union concurrently with the execution of this Agreement and as a condition to the efficacy of this Agreement) shall be posted within five days after the execution of this Agreement and thereafter every three months for a period of two weeks, and the Union shall also be given a copy of each of said seniority lists. All seniority lists, including without limitation the first, shall be prepared from and based on the Company's payroll records. If questions arise concerning the accuracy of the lists the Union and Company have up to two weeks after the posting is completed to resolve the dispute. If the dispute remains after two weeks, any unresolved matters relating to the seniority lists shall be submitted to expedited arbitration.

H. 1) The Company, when anticipating the recall of seniority workers, shall notify the worker and the Union, not less than two weeks prior to the estimated starting date of the work, (except in the event of an act of God,) and the approximate duration thereof. 2) All notices of recall shall be in writing as per attached form in Appendix B of this Agreement. 3) All notices shall be mailed First Class with copies provided to Union. 4) When recall letters sent to workers, are returned to Company with Postal Service notification of non-delivery, the Union shall be notified of worker's name and the address from which letter was returned. 5) The Company shall make available to Union any returned letter and envelope upon

request. The Company shall then notify the worker through the facility of the Union designated in Section A of Article 3, when to report for work, allowing reasonable time to report.

I. The Company shall notify the Union within five working days of seniority workers laid off or recalled on a seasonal basis, in accordance with this Article by giving the worker's name, social security number, seniority date, job classification and date of recall or layoff. In all recall situations, the Company shall furnish to the Ranch Committee a list containing the name and social security number of each worker recalled who actually reports for work. Grievances relating to this Section I shall be subject to the expedited grievance and arbitration procedure.

J. Seniority shall not be applied so as to displace (bump) any worker of the Company, except as provided in other Sections of this Article.

ARTICLE 5. GRIEVANCE AND ARBITRATION PROCEDURE

A. The parties to this Agreement agree that all disputes which arise between the Company and the Union out of the interpretation or application of this Agreement or any controversy between the Company and workers or the Union which arise under this Agreement that deals with working conditions, health, safety or benefits, shall be subject to the Grievance and Arbitration Procedure. The parties further agree that the Grievance Procedure of this Agreement shall be the exclusive remedy with respect to any disputes arising under this Agreement, and no other remedies shall be utilized by any person with respect to any dispute involving this Agreement until the Grievance Procedure has been exhausted.

B. All grievances shall be processed during regular working hours. The grievant(s), the Steward(s) and Grievance Committee's function shall be performed without any loss of pay.

C. Aggrieved workers shall have the right, without any loss of pay to be present at each step of the procedure. The Company shall be responsible for making Union Stewards available on request of a worker or group of workers wishing to submit a grievance. The Company will also be responsible for making the Grievance Committee available whenever and wherever their presence is required to perform their functions under this Agreement.

D. At the request of the Union, the Company shall have the supervisor involved present at each step of the grievance procedure.

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

F. <u>FIRST STEP</u>: Any grievance arising under this Agreement shall immediately be taken up between the Company's supervisor involved and the Union steward. They shall use their best efforts to resolve the grievance. In the event grievances are not immediately satisfactorily resolved, the grieving party shall reduce the grievance to writing and set forth the nature of the grievance. The Company Supervisor shall, within forty-eight hours, present to the Union Steward his or her written response to the grievance, regarding Company's position including reasons for denial. The grieving party may proceed to the SECOND STEP, provided however, that the grieving party may notify the other party that the grievance must be expedited and presented to the Permanent Arbitrator in accordance with Section P of this Article. A grievance regarding a discharge of an employee must be filed in writing within five working days of the discharge. All other grievances

must be filed in writing within thirty (working) days of the occurrence of the grievance or thirty (working) days of the discovery thereof.

G. SECOND STEP: Any grievance not (satisfactorily) resolved in the First Step (within one day,) shall (within 15 work days thereafter,) be discussed in a meeting between the Grievance Committee and the Company's representative (designated) to resolve such matters. (A representative of the Union shall also participate in such meeting unless the Union representative authorizes the Committee to proceed and so advises the Company.) If the grievance is not satisfactorily resolved in such meeting the party receiving the grievance shall immediately give a written response to the other regarding its position including reason for denial. Failure of the grieving party to appeal to the Second Step within thirty calendar days shall waive the grievance.

H. THIRD STEP: (If the parties cannot resolve the dispute in Step 1 or 2 above,) the grievance shall be referred to the (Permanent) Arbitrator within thirty (working) days. If the Arbitrator shall at any time be unable or refuses or fails to act, or he or she vacates his or her position, the Company and the Union shall immediately select his or her successor or substitute.

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

within fifteen (s from the date of the cl ing of the hearing. The Arbitrator shall have access to Company's property if necessary.

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

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

L. Decisions of the Arbitrator shall be in writing, signed and delivered to the respective parties. All expenses and salaries of the Arbitrator shall be paid by the losing party. If a question arises as to the losing party, this shall be decided by the Arbitrator hearing the grievance then in dispute. Each party shall pay the cost of presenting its own case.

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

N. The parties agree that Reverend John F. Blethen shall be the initial Permanent Arbitrator. Rev. Blethen or any other Permanent Arbitrator hereafter selected may be replaced upon the request of either party at any time after such selected Permanent Arbitrator has served for at least six months, and in the event the parties are unable to mutually agree on a new Permanent Arbitrator, the procedures outlined in the next two paragraphs of

this Section N shall be applicable, until such time as the parties are again able to agree on a Permanent Arbitrator.

The parties will make a good faith effort to agree on a list of arbitrators. In the event they are unable to agree, not later than fifteen days after the need for such a list arises, if requested by either the Company or the Union, a panel of eleven arbitrators shall be requested from either the American Arbitration Association or the Federal Mediation and Conciliation Service. After receipt of the lists the parties shall meet to select an arbitrator for each grievance. If the parties cannot agree upon the selection of an arbitrator then they shall turn to the lists of arbitrators received under procedures of the above paragraph. The party to strike first shall be selected by a coin toss. That party shall strike the first name from each list. The name remaining after each party has struck five shall be the person designated as arbitrator for the particular grievance. Every six months either party may request a new list of arbitrators and require a new meeting as discussed in this paragraph to select a new arbitrator.

O. In the event that any grievance causes a work interruption of any kind, the parties agree to make an immediate joint effort to end such interruption which may include contacting an arbitrator. The arbitrator shall order an end to such interruption, personally, if possible, or by telephone, and shall immediately attempt to resolve the grievance. Such action in no way alters the obligation or liability of either party under this Agreement.

P. The grieving party may invoke an expedited procedure to have unresolved grievances immediately heard before the Arbitrator, but in any event not later than two calendar days (other than

Sundays) after the day on which the grieving party notified in writing the other party that the grievance must be expedited. The parties agree to meet in the time between notification of the invocation of the expedited procedure and the hearing before the arbitrator in an attempt to resolve the grievance. The duties and the authority of the Arbitrator shall issue a bench decision and will issue a written decision within twenty-four hours of the close of the expedited hearing. The Arbitrator shall have access to Company's property if necessary.

ARTICLE 6. NO STRIKE CLAUSE

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

B. In the event of a breach of this Agreement, the officers and representatives of Union and/or Company as the case may be, shall do everything within their power to end or avert such activity.

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

D. Company may discharge or discipline any worker who violates the provisions of this Article 5.

ARTICLE 7. RIGHT OF ACCESS TO COMPANY PROPERTY

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

B. Whenever possible before a Union representative contacts any of the workers during working hours, he shall notify the Company that he is on the premises.

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

ARTICLE 8. DISCIPLINE AND DISCHARGE

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

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

C. The steward or other Union representative shall have the right to interview workers in private (so long as such interview does not unnecessarily interfere with work requirements.)

D. Within forty-eight hours after any discharge for just cause, the Union representative will be notified in writing of the reasons for such discharge.

E. Individual performance in relation to piece rate, or incentive plan, shall not be conclusive evidence for the purpose of disciplining or discharging a worker. This provision shall not, however, constitute any limitation on any of the Company's rights to discharge or discipline for unsatisfactory work performance.

ARTICLE 9. DISCRIMINATION

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

ARTICLE 10. WORKER SECURITY

A. Company agrees that any worker may refuse to pass through any picket line of another company which is sanctioned by the Union, where the worker's physical well-being is threatened by his so doing.

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

ARTICLE 11. LEAVES OF ABSENCE

Leaves of Absence for Union Business

A. Any worker elected or appointed to an office or position in the Union shall be granted a leave of absence for a period of continuous service with the Union upon written request of the Union, provided that at no time shall more than five workers be entitled to leaves of absence pursuant to this Section A. Ten days' notice must be given the Company before the worker takes leave to accept such office or position or chooses to return to work. Such leave of absence shall be without pay. Seniority shall not be broken or suspended by reason of such leave.

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

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

2. Such leaves of absence shall only be granted to workers engaged in culture and shall not exceed five percent of irrigator, sprayer, tractor or truckdriver crews, or ten percent of any other crew;

3. This section shall only apply to companies whose harvesting operations exceed sixty workdays in a calendar year;

4. This section shall not apply to operations during critical periods if it would harm operations.

Other Leaves

C. A leave of absence without pay shall also be granted to workers by the Company upon workers applying to and being confirmed by the Company for any of the following reasons without loss of seniority:

1. For jury duty or witness duty when subpoenaed.

2. A worker who serves in the U.S. Military and notifies the Company and Union in writing prior to leaving for such service, and reports for work within thirty days after being discharged from such service, shall not lose any seniority, job rights, or other benefits. Upon return from such service, such worker shall be granted a job equal to that he or she would have had with Company had he or she remained in Company's continued employ, provided, however, any renewal of enlistment beyond the original one will serve to break seni-

c.ity unless such action vi[illegible]ates the Selective Service Act.

3. Up to two continuous years of illness or injury requiring absence from job. The Company may require substantiation by medical certificate or other adequate proof of illness.

4. For valid personal reasons, not to exceed thirty days, where prior written notice specifying the reason is given to the Company.

D. All leaves in excess of three days shall be in writing on approved leave of absence forms provided by the Company. Such forms shall be signed by the Company representative, the worker requesting the leave, and by the Union steward or other Union representative to signify receipt of the Union's copy. Leave of absence shall be extended by the Company for a valid personal reason, if a request for such an extension is made by the worker in writing to the Company with a copy to the Union prior to the termination of the original leave, provided, however, that a request for an extension may be submitted simultaneously with the request for a leave of absence for valid personal reasons if the worker has special circumstances which require additional time.

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

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

ARTICLE 12. SUPERVISORS

Supervisors and other employees not included in the bargaining unit, other than designated family employees, shall not perform any work covered by this Agreement, except for instruction, training, emergencies, and the type of work which supervisors have historically performed in the past, and where the intent is not to deprive workers in the bargaining unit of work.

ARTICLE 13. HEALTH AND SAFETY

A. Company agrees to make available to Union upon reasonable 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 Company will comply with all applicable laws relating to the health and safety of farm workers and will not use banned chemicals such as, but not limited to DDT, DDD, DDE, Aldrin and Dieldrin.

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

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

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

F. Tools and equipment historically provided and necessary to perform the work, and protective garments as required by law to safeguard the health of or to prevent injury to a worker's person shall be provided, maintained and paid for by the Company. Workers shall be responsible for returning all such equipment that was checked out to them, but shall not be responsible for unavoidable breakage or normal wear and tear. Workers shall be charged actual cost for equipment that is not broken and not returned. Receipts for returned equipment shall be given to the worker by the Company.

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

H. Any violation of this Article shall be subject to the Expedited Grievance and Arbitration Procedure.

ARTICLE 14. MANAGEMENT RIGHTS

The Company shall have and maintain all rights of management and discretion in all matters, except as specifically and expressly limited or modified by this Agreement.

ARTICLE 15. UN N LABEL

A. The Union label and Union seal are and shall remain the sole property of the Union. During the term of this Agreement, Company shall be entitled to the use of said label and seal. It is agreed that during the term of this Agreement each shipping package or container, harvested and packed by Union members and shipped by Company, at the option of Company, may bear the Union label or seal. In this regard Company shall not sell, transfer, or assign its right to use said label or seal except upon written permission of Union. The color, size and placement of the label or seal on particular packages or containers shall be determined by the Company.

B. In the event of the Company's misuse of the Union label or seal on packages or units harvested and packed by non-union workers, Union may revoke the right to use said label. In the event that the Union revokes the Union label or seal, it shall give reasonable notice to the Company and the Company agrees to return same forthwith, or if same cannot be returned then, on request of Union, the label or seal shall be completely obliterated on any package, container or unit.

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

ARTICLE 16. HOURS OF WORK, OVERTIME AND WAGES

A. Overtime. There shall be no overtime required to be paid pursuant to this Agreement, except as required by law.

B. Meal time breaks shall be one hour and are not compensated for nor counted as hours worked under the provisions of this Agreement.

C. When a worker performs work in a higher rated job, he shall be paid at the higher rate for all time so worked but shall in any event not be paid such higher rate for less than one (1) hour in such day.

D. When a worker is working as a trainee for qualification for a higher rated job, he shall be paid for such training period at his regular rate of pay for a time period not to exceed twenty-eight continuous calendar days.

E. Wage rates for specified job classifications are set forth in Appendix D attached hereto. Each worker shall be paid, within 120 days of the execution of this Agreement, a sum equal to twenty-five cents per hour for all hours worked between January 1, 1978 and March 14, 1978.

ARTICLE 17. REPORTING AND STANDBY TIME

Company shall comply with California law insofar as reporting and standby time is concerned.

ARTICLE 18. REST PERIODS

Workers shall have paid rest periods consistent with California state law.

ARTICLE 19. VACATIONS

This Article shall be effective only as of April 7, 1978. Thereafter, vacation pay shall be granted to eligible workers who qualify for such vacations. Workers shall be eligible in the year following the first year of continuous employment, commencing on or after April 7, 1977 and annually thereafter for vacation pay and a one-week unpaid vacation, provided that, in order to qualify for vacation pay the worker shall work the hours set

forth below in e prior year. Vacation p will be the percentage specified below of the workers' gross Company earnings in the qualifying year.

Hourly Workers -	1,000 and up - 2%
Piece Rate Workers -	1,000 and up - 2%

The employee who has qualified for a vacation shall be allowed time off, with the consent of the Company, as specified herein with no loss of seniority.

ARTICLE 20. BEREAVEMENT PAY

To make funeral arrangements and to attend the funeral of a member of the immediate family (father, mother, mother-in-law, father-in-law, child, brother, sister, husband or wife), a worker who has worked for the Company at least five days, during the two weeks preceding the week of the funeral will be paid what he would have earned had he been working for the Company, not to exceed two days. The Company shall be furnished with a death certificate.

ARTICLE 21. HOLIDAYS

A. During the term of this Agreement, Labor Day in 1978 and Labor Day in 1979, and Citizenship Participation Day in 1978 and Citizenship Participation Day in 1979 shall be paid holidays. Citizenship Participation Day shall be designated as the last Sunday in August of 1978 and 1979. All workers qualifying under Section B below shall receive holiday pay as provided herein. Upon receipt of proper written authorization from the worker, the Company shall deduct from such workers wages the pay received for Citizenship Participation Day and shall remit such sum to the Citizenship Participation Committee of the United Farm Workers, AFL-CIO, for allocation as designated by the worker.

The U on shall indemnify and ho' the Company harmless from and against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the Company for the purpose of compliance with this Section A as it pertains to Citizenship Participation Day. Holiday pay shall be the daily average pay earned during the payroll week immediately preceding the holiday.

B. To be eligible for a paid holiday not worked a worker must be a worker and work at least five days during the two payroll weeks immediately preceding the payroll week in which the holiday falls, and must work the scheduled workdays both immediately before and after the holiday.

If the next scheduled workday after the holiday is more than five calendar days after the holiday, the requirement for work on the scheduled workday after the holiday shall not apply.

C. Any work performed on the above listed holidays, other than by irrigators, shall be paid for at the rate of one and one-half times the regular rate of pay.

ARTICLE 22. JURY DUTY

Workers who have worked at least five days during the two weeks preceding the week in which the following events occur shall receive the benefit of this section. A worker will be paid jury duty in any legal proceeding not between the parties for any days of work missed due to the performance of such service. Jury duty pay is defined as the difference between the fees received by such worker for performing such service and what he would have received had he been working for the Company for each day of service. To receive pay under this provision, the worker must provide Company with a copy or notice summoning him to appear and

if so requested, documentary evidence of tl. amount of fees received for performing such service.

ARTICLE 23. RECORDS AND PAY PERIODS

A. Company shall keep full and accurate records, including total hours worked, piece rate or incentive rate records, total wages and total deductions. Workers shall be furnished a copy of the itemized deductions, hourly rates, hours worked and total wages each payday which shall include the worker piece-rate production records. (Company shall furnish upon request daily records for each crew involved in piece-rate production.)

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

ARTICLE 24. INCOME TAX WITHHOLDING

The Company shall deduct Federal and State income tax in accordance with standard practices with scheduled deductions, (but only) for workers agreeing in writing to such withholding. Such agreement shall be binding upon the worker during his employment with the Company for the balance of the calendar year and each calendar year thereafter, subject to his written revocation of his agreement prior to the start of each new calendar year.

ARTICLE 25. CREDIT UNION WITHHOLDING

Upon proper written authorization from a worker to the Company, deductions, as provided for in such authorization, shall be made by the Company for the Farm Workers Credit Union, and such money and reports shall be forwarded on a monthly basis to that organization at Post Office Box 62, Keene, California 93531,

or such other a[illegible]es as designated by the [illegible]ministrator of the fund.

ARTICLE 26. ROBERT F. KENNEDY FARMWORKERS MEDICAL PLAN

A. Upon written notification by the Union the Company shall contribute to the Robert F. Kennedy Farmworkers Medical Plan (Plan) sixteen and one-half cents per hour for each hour worked for all workers covered by this Agreement. * Company shall insure that there shall be no lapse in coverage. * In the event the cost of providing Plan benefits in effect or approved as of May 1, 1977, or approved thereafter by the Board of Trustees of the Plan, shall exceed total hourly contributions and investment income received by the plan within a given time period, the Company shall increase its hourly contributions to the Plan. Said cost shall include both benefits payments and administrative expenses connected therewith. Where the actuarial consultants to the Board of Trustees of the Plan calculate said cost and said investment income, stating them in cents per contribution hour for the time period covered by the calculation, and where said cost less said investment income exceeds sixteen and one-half cents per hour, the Company shall increase its hourly contributions upon notice from the Plan to the amount said cost less said investment income exceeds sixteen and one-half cents per hour, rounded up to the nearest one-half cent.

Contributions due shall be deposited with such bank as designated by the Administrator of the Plan. Said deposits shall be made or mailed not later than the twentieth day of the month (thirtieth day for the first three months after the date of execution of this Agreement) following the ending date of the previous month's payroll period. A summary report in accordance with Article 29 shall be remitted to Robert F. Kennedy Farmworkers

Medical Plan, P t Office Box 92169, Los A les, California 90009, or such other address as designated by the Administrator of the Fund.

ARTICLE 27. JUAN DE LA CRUZ FARMWORKERS PENSION FUND

The Company shall contribute to the Juan De La Cruz Farmworkers Pension Fund for each hour worked by all workers covered by this Agreement, fifteen cents per hour for (the duration of this agreement ~~the period January 1, 1978 through April 6, 1980.~~) s.w. s.w ans

The contributions to be made by Company pursuant to this Article 27 shall be deposited into and remain in an interest bearing trust account until such time as a formal pension plan has been developed for farmworkers by Union and the Internal Revenue Service has issued an advance determination that such plan meets the requirements of Part I of Subchapter D of Chapter 1 of the Internal Revenue Code of 1954. Upon receipt of a copy of such advance determination, Company shall promptly take all actions required to be performed by it in order to cause such impounded contributions to be transmitted to the plan trustees.

In accordance with Article 29, the monies and a summary report shall be remitted to the Fund at such address as designated by the Administrator of the Fund.

ARTICLE 28. MARTIN LUTHER KING FUND

The Company acknowledges the existence of the Martin Luther King Fund and its responsibility to make contributions thereto as provided in this Article 28. The Company shall contribute to the Martin Luther King Fund for each hour worked by all workers covered by this Agreement, five cents per hour for (the duration of this agreement. s.w. ~~the period January 1, 1978, through April 6, 1980.~~) ans s.w Expenditures or invest-

ments of contri[illegible]s shall be solely rest[illegible]d to those charitable and educational purposes for which federal tax exempt status has been granted to the Fund. The contributions shall not be expended to the detriment of the Company. The Martin Luther King Fund shall obtain and maintain federal tax exemption and all contributions by the Company shall be deductible under the Internal Revenue Code.

In accordance with Article 29, the monies and a summary report shall be remitted to the Fund at such address as designated by the Administrator of the Fund.

ARTICLE 29. REPORTING ON PAYROLL DEDUCTIONS AND FRINGE BENEFITS

All contributions due hereunder on fringe benefit plans shall be computed on the preceding monthly payroll period for every worker covered by this Agreement. In conjunction therewith, a monthly summary report will be submitted on or before the twentieth of every month (thirtieth day for the first three months after the date of execution of this Agreement) 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.

ARTICLE 30. BULLETIN BOARDS

The Company will provide one bulletin board placed at a central location in each area of major operations upon which the Union may post notices of Union business.

ARTICLE 31. SUBCONTRACTING

The parties understand and agree that the hazards of agriculture are such that subcontracting may be necessary and proper.

Subcontracting may be necessary in areas such as land leveling, custom land work, precision planting, agricultural chemicals and where specialized equipment not owned by the Company is required.

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

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

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

C. No subcontracting shall be done where the intent of the Company is to deprive workers in the bargaining unit from performing work.

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

ARTICLE 32. LOCATION OF COMPANY OPERATIONS

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

ARTICLE 33. MAI .E NCE OF STANDARDS

Company agrees that all conditions of employment for workers relating to wages, hours of work and general working conditions shall be maintained at no less than the highest standards in effect during 1976. Conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

The Union and the Company agree that during the negotiations which resulted in this Agreement they have fully negotiated and agree to the terms of the Company's contributions to the Robert F. Kennedy Farmworkers Medical Plan, that said terms of contribution as set forth herein sets forth the Company's total obligation in respect to medical plans and that therefore the obligations of this Article 33 do not extend to any medical plan maintained by the Company prior to this Agreement.

ARTICLE 34. MECHANIZATION

In the event the Company anticipates mechanization of any operation of the Company that will permanently displace workers, the Company before commencing such mechanical operations 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 Company, and the placing of such workers on a preferential hiring list which the Company and Union will use in conjunction with Article 3 - Hiring.

ARTICLE 35. NEW OR CHANGED OPERATIONS

In the event a new or changed operation or new or changed classification is installed by the Company, the Company shall set the wage or piece rate in relation to the classification and

rates of pay in Appendix A and shall notify the Union before such rate is put into effect. Whether or not the Union has agreed to the proposed rate, the Company may put the rate into effect after such notice. In the event such rate cannot be agreed upon mutually between the Union and the Company, the same shall be submitted to the grievance procedure, including arbitration for determination beginning at the Second Step. Any rate agreed upon or as determined by the arbitrator shall be effective from the installation of such new or changed operation.

ARTICLE 36. MODIFICATION

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

ARTICLE 37. SAVINGS CLAUSE

In the event any portion of this Agreement shall become ineffective as the result of any applicable local, state or federal law, only that portion of this Agreement so affected shall be ineffective; in no event shall the fact that a portion of this Agreement be not applicable or illegal in accordance with such laws render the remainder of this Agreement ineffective or work a termination.

ARTICLE 38. SUCCESSOR CLAUSE

A. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns. Successors and assigns for the purpose of this article applies to a sale or other transfer of the business and ownership of the Company.

B. Effective date of said sale or transfer Company shall be relieved of all further responsibility or liability under this Agreement, and such buyer or transferee shall thereupon be liable hereunder.

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

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

ARTICLE 39. WAIVER

The parties agree that this Agreement, and all other documents executed contemporaneously herewith, constitute the entire Agreement between them governing wages, hours and conditions of employment of the workers covered hereby, during the term hereof, and settles all demands and issues on all matters subject to collective bargaining. The Union is not relying upon any negotiations, representations or promises other than as specifically set forth herein. Accordingly, Union and Company expressly waive the right during the term of this Agreement to demand negotiations upon any subject matter, except as provided in Article 35, whether or not such subject matter has or has not been raised or discussed by either party during the negotiations leading up to the execution of this Agreement.

ARTICLE 40. GENERAL

A. Captions in this Agreement are inserted for convenience only and do not define, describe or limit the scope or the intent of this Agreement or any of the terms hereof.

B. When used in this Agreement and whenever the context so requires the masculine gender shall include the feminine and neuter genders, the singular number shall include the plural, and vice versa.

C. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

ARTICLE 41. DURATION OF AGREEMENT

This Agreement shall be in full force and effect from the date of this Agreement to and including April 6, 1980. This Agreement shall automatically renew itself upon expiration of this Agreement unless either of the parties shall have given notice in writing to the other party sixty days prior to the expiration, requesting negotiations for a new agreement. During this sixty day period all terms and conditions of this Agreement shall remain in full force and effect, but if a new agreement is not executed within such sixty day period, this Agreement shall expire at the end thereof.

Executed and effective as of this ____ day of _____, 1978.

COMPANY: SKF Farms

By Frank R. Gioia Pres

UNITED FARM WORKERS OF AMERICA

By [signature]

[signature]

[signature]

[signature]

Catalina Diaz Ramos miguel andrade

APPENDIX A

WAGES

HOURLY RATES	Effective January 1, 1978 thru April 6, 1978	Effective April 7, 1978 thru April 6, 1979	Effective April 7, 1979 thru April 6, 1978
Assistant Mechanic	$3.25	$3.35	$3.45
Bean Packer	3.10	3.20	3.30
Field Loader	3.05	3.14	3.23
General Field	3.00	3.10	3.20
Irrigator	3.10	3.19	3.29
Mechanic	3.95	4.05	4.15
Tractor Driver-A	3.75	3.86	3.98
Tractor Driver-B	3.20	3.30	3.40
TRuck Driver - Field	3.10	3.19	3.29
Truck Driver - Road	3.20	3.30	3.40

PIECE RATES

Lettuce - All Classes .43 per standard carton (Effective March 15, 1978 - April 6, 1979.)
.46 per standard carton (Effective April 7, 1979 - April 6, 1980.

PIECE RATE WORKERS SHALL BE GUARANTEED ON A DAILY BASIS the GENERAL FIELD AND HARVEST RATE TIMES the NUMBER OF HOURS ON THAT DAY.

SKF FARMS, INC.- LOCAL AGREEMENTS

1. Company shall maintain an eating area for the workers with shade and a grill where workers may heat their food. Workers shall make every effort to keep area clean and free of debris.

2. In so far as possible, lunchtime will be from 12:00 noon until 1:00 P.M.

3. Company shall ensure that any vehicle used to transport workers on the job will be maintained and in a safe condition.

4. Company shall maintain separate toilet facilities for men and women with handwashing facilities in the lunch and parking area.

SW
DMS

ASSISTANT MECHANIC

The Assistant Mechanic will make minor repairs to and be responsible for the general maintenance of all Company vehicles and other equipment, and will perform such tasks as he may be instructed to do by the Supervising Mechanic or Foreman.

It should be noted that from time to time the Assistant Mechanic may be moved to general field and harvest work, and would be expected to work in the substituted classification and wage scale as and when required.

SW
ams

BEAN PACKER

Bean Packer will pack beans according to maturity, and will remove rotten beans or beans of unacceptable quality. Bean Packer will pack beans in a bushel and 1/9th box (31 pounds of beans per box). Beans will be placed in box in an orderly fashion. Bean Packer will procure his own box, and when box is filled, will put his designated packer number on the box and bring the box to the checker to weigh, and then set box on the ground at designated place.

It should be noted that from time to time Bean Packers may be moved to general field and harvest work, and would be expected to work in the substituted classification and wage scale as and when required.

SW
Ans

FIELD LOADER

Field Loader will load and unload full and empty tomato boxes and any other comodity being picked in individual field boxes onto a truck or other vehicle supplied by Company and the loading and unloading must be onto the bed of the truck or other vehicle used.

It should be noted that from time to time Field Loaders may be moved to general field and harvest work, and would be expected to work in the substituted classification at wage scale as and when required.

SW
CMS

IRRIGATORS

The Irrigators must have knowledge of and be capable of the following functions:

a. Setting sprinkler pipe.

b. Setting gated pipe.

c. Setting up of tubing and maintenance of drip system.

d. Running water for sprinklers, drip and furrow irrigation with minimum supervision.

e. Applying liquid fertilizer in the irrigation system.

f. Driving small truck or tractor for moving of pipe.

g. Marking fields for contour farming.

h. Using shovel, hoe or dikes for controlling spread of water in furrow irrigation.

It should be noted for this classification that some Irrigators are also Tractor Drivers or Truck Drivers-Field, or both, and in other cases would be moved to general field work as and when needed, and Irrigators would be expected to work in the substituted classifications and wage scale as and when required.

The Irrigator must be available for overtime, weekend and holiday work.

SW
CMS

MECHANIC

Responsible for general maintenance and repair of all Company vehicles and equipment other than packing shed machinery and overhauls on diesel engines.

Duties include:

- Tune-ups
- Maintenance
- Minor electrical work
- Minor body work
- Tire-changing
- Lubrication
- Welding
- Jobs related to overhaul
- Diagnostic mechanical work

Mechanic must own and supply his own tools, and be able to fabricate needed new equipment. Mechanic shall be responsible for all company-owned shop tools, and must be available as requested for overtime, holiday and weekend work.

SCJ
CMJ

TRACTOR DRIVER A

The Tractor Driver A should have knowledge of and be fully capable of operating the following equipment:

a. Large tractors for ground work.
b. Fertilizer tractors.
c. Spray equipment.
d. Cultivator tractor.
e. Trucks when needed - road and field.
f. Hand tools for minor repairs.
g. Fork lifts.
h. Harvest tractors.
i. Bean harvestor.
j. Grain harvestor.

The Tractor Driver A should also be responsible for additional tasks and duties as follows:

1. Set up cultivator tools.
2. Help in changing widths of tractor.
3. Light maintenance of tractors.
4. Report of mechanical problems.
5. Calibration of spray and fertilizer tractors.

It should be noted for this classification that as and when needed, Tractor Drivers A would be moved to general field work, and Tractor Drivers A would be expected to work in the substituted classifications as and

TRACTOR DRIVER B

The Tractor Driver B should have knowledge of and be fully capable of operating the following equipment:

a. Cultivator tractors.

b. Spray equipment.

c. Fertilizer tractors.

d. Water truck.

e. Road and field trucks.

f. Hand tools for minor repairs.

g. Fork lifts.

h. Bean harvestors.

i. Grain harvestors.

j. Harvest tractors.

k. Ground work tractor.

The Tactor Driver B should also be responsible for additional tasks and duties as follows:

1. Set up cultivator tools.
2. Light maintenance of tractors.
3. Report of mechanical problems.

As indicated at the November 9, 1977 negotiating meeting, different drivers in this category are able to perform certain functions as listed above, but not all, and some are better qualified than others to perform certain functions.

It should also be noted for this classification that as and when needed, Tractor Drivers B would be moved to general field work, and Tractor Drivers B would be expected to work in the substituted classification and wave scale as and when required.

TRUCK DRIVER-FIELD

The Truck Driver-Field should have knowledge of and be fully capable of operating an 18' flat bed, two axle truck.

The Truck Driver-Field should also be responsible for additional tasks and duties as follows:

a. Checking fuel and reporting any mechanical problems.

b. Loading and unloading of trucks in field.

c. Helps in loading and unloading.

d. When loading is responsible for tying of load securely for highway travel.

It should be noted for this classification that some Truck Drivers-Field are also Tractor Drivers, and in other cases would be moved to general field work as and when needed, and Truck Drivers-Field would be expected to work in the substituted classification and wage scale as and when required.

SCJ
GMS

TRUCK DRIVER-ROAD

The Truck Driver-Road shall be required to have a valid California Driver's License.

The Truck Driver-Road should have knowledge of and be fully capable of operating an 18' flat bed, two axle truck.

The Truck Driver-Road should also be responsible for additional tasks and duties as follows:

a. Checking fuel, oil and tires.

b. Must report any mechanical problem.

c. Help in loading and unloading at ranch and at packing shed.

d. Must check load for security of tie before transporting.

It should be noted for this classification that most Truck Drivers-Road are also Tractor Drivers, and in other cases would be moved to general field work as and when needed, and Truck Drivers-Road would be expected to work in the substituted classification and wage scale as and when required.

SW
CMS

BUSH BEAN PICKER

Each Bush Bean Picker will be paid on an individual basis, per pound picked.

Picker will pick according to maturity from bush and remove rotten beans or beans of an unacceptable quality. Picker will pick in five (5) gallon plastic buckets supplied by the Company. Each bucket will be filled with 15 pounds of beans. Picker will then bring his bucket and place it on a scale. The checker will check the weight and punch the picker's card. The record of picking will be a folded perforated card with similar numbers aligned on each side. Each time the picker places the bucket on the scale the checker will check the weight and punch the picker's card, giving a continuous count of the picker's work. At the end of the day, half of the card showing total buckets will be removed and sent to the Payroll Department. The picker will retain the other half as evidence of his work performed that day.

Each crew will consist generally of 15 to 20 pickers.

It should be noted that from time to time Bush Bean Pickers may be moved to general field and harvest work, and

BELL PEPPER HARVEST

Bell pepper harvest is an hourly job until a piece rate is negotiated by the Union and the Company. Harvesters are required to pick the peppers as required by the Company according to size, color and quality and maturity. The harvested peppers are placed in a field crate provided by the Company. The boxes are then loaded into Company vehicles at the direction of the Company. Bell pepper harvest workers are compensated at the General Field Rate.

It should be noted that from time to time bell pepper harvest workers may be moved to general field and harvest work, and would be expected to work in the substituted classification and wage scale as required.

SQUASH HARVEST

Squash harvest is an hourly job until a piece rate is negotiated by the Union and the Company. Harvesters are required to pick the squash as required by the Company according to size, color, quality and maturity. The harvested squash are placed in a field crate provided by the Company. The boxes are then loaded into Company vehicles at the direction of the Company. Squash harvest workers are compensated at the General Field Rate.

It should be noted that from time to time Squash harvest workers may be moved to general field and harvest work, and would be expected to work in the substituted classification and wage scale as required.

SW
OMS

LETTUCE HARVEST

The lettuce harvest is done on a crew basis. The piece rate compensation will be paid on a per carton or box rate divided among all members of the crew. The crews will vary in size. The crews will be divided into trios consisting of two cutters who will cut and trim the lettuce according to Company instructions and one packer who packs the lettuce according to Company instructions. The crew also consists of loaders, stitchers, folders, closers, and water boys. Workers in the crew may interchange between the various job functions as required by the Company. The stitcher and folder will be required to fold and staple the boxes and distribute the boxes to the crew members as directed by the Company. The filled boxes are closed by the closer at the direction of the Company. This is accomplished with a staple gun and box frame. The loaders are required to windrow and load the boxes onto the Company trucks as directed by the Company. The Company requires double loading by the crew. It is agreed that the crew will double load.

All persons mentioned herein are considered part of the crew for purposes of compensation.

It should be noted that from time to time members of the lettuce harvest crew may be moved to general field and harvest work, and would be expected to work in the substituted classification and wage scale as and when required.

S. W
Oms

CABBAGE CREW

The size of the cabbage crew will depend upon the quantity of cabbage being cut. Compensation to workers is made on a crew basis regardless of the size of the crew. The crew consists of cutters, packers, box makers, box closers and box loaders.

Cabbage Cutters - The cutters are usually six to a trailer and cut the cabbage and load the cabbage in trailers. Cutters will cut cabbage according to size and maturity, and will place the cut cabbage in trailers in the field. Ocassionally when a trailer has not returned in a timely manner, the cutters will continue to cut the cabbage and line the cabbage neatly in the field and fill the trailer when it returns.

Packers - After each trailer is filled, it will then be moved to the designated packing area and the packers will then assist in getting the trailer into place for packing. The packers will then place the cabbage in a cabbage carton according to size (there are 24, 30, or 18 heads per carton or box). Packers will trim and clean the cabbage and discard any diseased or unsatisfactory heads.

Box Loaders - Loaders will properly load the trucks, according to sizes.

At the end of the day all crew members are expected to remain and work in the general loading.

It should be noted that from time to time members of the cabbage crew may be moved to general field and harvest work, and would be expected to work in the substituted classification as and when required.

SW

Letter of understanding

This letter entered into by and between SKF Farms (hereinafter referred to as Company) and United Farm Workers of America (hereinafter referred to as UFW). This agreement shall supersede and control over the agreement in effect between the parties.

The Company agrees to pay in accordance with Article 27 Juan De La Cruz Farmworkers Pension Fund for those employees who were employed during the period January 1, 1978 and the date of signing of this agreement and were eligible for medical benefits under the company's medical plan ~~in~~ 15¢ for each hour worked during the above referred to time period

The Company additionally agrees to pay in accordance with Article 28 Martin Luther King Fund for those employees who were employed during the period January 1, 1978 and the date of signing of this agreement and were eligible for medical ~~benefits~~ benefits under the Company's medical plan 5¢ for each hour worked during the above referred to time period.

This letter of understanding only refers to that time period between January 1, 1978 and the date of signing and refers only to those employees who

were eligible for medical benefits under the company's medical plan.

Executed this ___ day of May 1978 at _____ California

SK Farms

Frank Giorgi Prop

Company

[illegible]

[illegible]

Scott A Wadley

Andiano Preciado

miguel andrade

Catalina Diaz Ruiz

union