



AgEcon SEARCH
RESEARCH IN AGRICULTURAL & APPLIED ECONOMICS

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

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

Help ensure our sustainability.

Give to AgEcon Search

AgEcon Search
<http://ageconsearch.umn.edu>
aesearch@umn.edu

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

for 1/16/90

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SANDYLAND NURSERY COMPANY, INC.

AND

UNITED FARM WORKERS OF AMERICA, AFL-CIO

June 15, 1987 - June 14, 1990

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 - RECOGNITION	1
ARTICLE 2 - UNION SECURITY	2
ARTICLE 3 - HIRING	3
ARTICLE 4 - SENIORITY	3
ARTICLE 5 - LAYOFF, REHIRING, WORK SHARING	5
ARTICLE 6 - PROMOTIONS AND TRANSFERS	7
ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE	8
ARTICLE 8 - NO STRIKE CLAUSE	11
ARTICLE 9 - DISCIPLINE AND DISCHARGE	11
ARTICLE 10 - LEAVES OF ABSENCE	12
ARTICLE 11 - WORKING CONDITIONS AND SAFETY	15
ARTICLE 12 - MANAGEMENT AND UNION RIGHTS	16
ARTICLE 13 - HOURS OF WORK AND OVERTIME	19
ARTICLE 14 - WAGES	20
ARTICLE 15 - VACATIONS	23
ARTICLE 16 - HOLIDAYS	24
ARTICLE 17 - INSURANCE	24
ARTICLE 18 - CREDIT UNION WITHHOLDING	25
ARTICLE 19 - AMENDMENT AND DURATION	25
APPENDIX A -	28
LETTERS OF UNDERSTANDING: Letter of June 11, 1987	29
Letter of June 15, 1987	30
Letter of Jan. 29, 1987	31

DEAR SANDYLAND EMPLOYEE AND UNION MEMBER:

The contract that you hold in your hand is the first collective bargaining agreement that Sandyland Nursery has ever signed with the United Farm Workers union. This contract represents the collective efforts of many people over a period of time of more than two years.

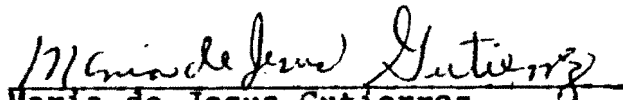
In February of 1985, the employees of Sandyland Nursery voted in a secret-ballot election to be represented by the United Farm Workers of America, AFL-CIO. The purpose in choosing the UFW was to obtain improvements in wages, benefits, and working conditions.

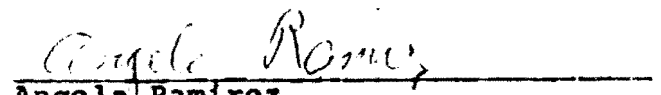
This contract is the first step in the never-ending process of constantly improving those wages, benefits and conditions. It is not a perfect contract: the first contract signed with any company rarely is. It is not everything that the employees wished to obtain. Also, we might add, it does not contain everything that the management of the nursery wished to have in a contract.

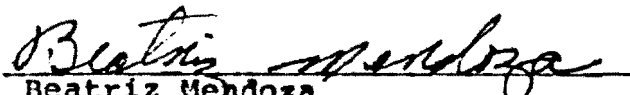
It is however a contract that provides for many rights and benefits that the nursery workers did not have before. We hope that you will take a few minutes to read the history of the unionization of the nursery on the next page so you can have a better understanding of where we began and how far we have come.

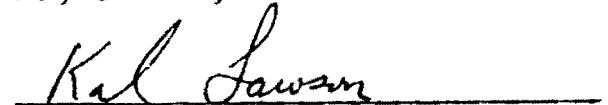
Above all, this contract is more than a piece of paper. In order for it to work -- and in order for the workers to make improvements in the next contracts -- we must constantly remain organized and enforce the contract. We must fulfill our part of the bargain in order for management to fulfill its part. Hopefully the nursery will continue to grow and prosper so that we all may benefit.

¡Viva la Causa!


Maria de Jesus Gutierrez
Negotiating Committee


Angela Ramirez
Negotiating Committee


Beatriz Mendoza
Negotiating Committee


Karl Lawson
Contract Administrator

AUGUST OF 1975: More than twelve (12) years ago, some workers from Sandyland Nursery tried to organize their co-workers to unionize. They did not succeed. This occurred before the Agricultural Labor Relations Act went into effect.

SEPTEMBER OF 1975: The State of California put into effect the Agricultural Labor Relations Act (A.L.R.A.). This new law was the result of many years of effort and struggle by Cesar Chavez and the United Farm Workers union. Under this new law, agricultural workers for the first time had the right to vote in secret-ballot elections for union representation, and legal protection against discrimination.

FROM 1975 TO 1984 Sandyland Nursery operated without a union. Workers at Sandyland earned more than workers at other area nurseries, with better benefits. Most Sandyland workers received an annual wage increase; beginning in 1983, fewer employees received the annual increase. By 1985 some workers claim they had not received an increase for two or three years.

DECEMBER OF 1984: The company changed its overtime policy. Before the change, workers received time-and-a-half after 44 hours per week. With the new change, overtime for most nursery employees was to be paid after sixty (60) hours.

FEBRUARY 1, 1985: On this date, the company issued a memo to all nursery employees to advise them of a new company policy regarding absences. According to the new policy, the company said that anyone who was absent for one month or more could be discharged, even if the absence was for a sickness or injury, or work injury. The company immediately implemented its policy by discharging two workers:

Maria de Jesus Gonzales was fired after more than six (6) years in the company. She had hurt herself in a work accident on Nov. 29, 1984, and had been off work two (2) months when she was fired.

Cristina Ramirez Espinoza was discharged after having missed slightly more than one month (she had hurt her hand in a non-work related accident in December). She had been at the company over thirteen (13) years when discharged.

IN JANUARY AND FEBRUARY OF 1985 a few workers from the nursery communicated with Cesar Chavez to begin an organizing campaign with the nursery employees. A few meetings were held between union organizers and this small group of employees and a drive to get employees to sign union authorization cards, requesting a State election, was begun.

ON FEBRUARY 11, 1985: a large meeting was held in Carpinteria attended by over 75 workers from the nursery. At this meeting the workers made a decision to seek representation by the United Farm Workers by way of a secret-ballot election conducted by the state farm Labor Board.

ON FEBRUARY 13, 1985 the nursery employees stopped work at 10:00 a.m. and went all together to the company office to file the petition asking for an election with the Labor Board.

ON FEBRUARY 14, 1985 the workers forming the Organizing Committee passed out their first leaflet asking their co-workers to vote for the Union. In the first leaflet, the Union protested the discharge of Cristina Espinoza as an example of unfair treatment. Over the next seven days -- until the date of the election -- a lively campaign took place at the nursery. The Company held meetings during work hours asking workers not to vote for the Union. The Union held meetings after work.

ON FEBRUARY 15, 1985, one day after the Union protested her discharge, the company reinstated Cristina to a job as supervisor.

HISTORY OF THE ORGANIZING CAMPAIGN -- Page Two

ALSO ON FEBRUARY 15, 1985, the Labor Board of the State of California held a pre-election conference to determine the site, time, and date of the vote. In this meeting, attended by many nursery workers, the ALRB set the election for Wednesday, February 20, in the morning.

ON FEBRUARY 19, 1985 a union meeting was held after work at which Cesar Chavez, President of the Union, was invited to speak by the workers. Chavez promised the workers only one thing: honest representation with the goal of obtaining the best contract possible.

FEBRUARY 20, 1985: The ALRB conducted the election by secret-ballot vote at the nursery, from 7:00 to 8:30 a.m. The voting results were:

- 80 Votes in favor of the Union
- 14 Votes for "no union"
- 12 challenged ballots that were not opened (because these person's right to vote was challenged by one side or the other

FEBRUARY 26, 1985: The Company filed nine (9) objections to the election, in an effort to overturn the election results. In its objections, the company accused the Union, some workers, and the Board officials of acts of misconduct that the company felt warranted nullifying the election.

MARCH 12, 1985: Maria de Jesus Gutierrez, an employee of the company for twelve (12) years, was demoted by the company for having refused to campaign against the union during the election. Her wage was lowered from \$7.25 per hour to \$6.15 per hour. The Union filed a charge with the Labor Board to protest this action.

MARCH 15, 1985: The Company suspended organizing committee member Salvador Mendoza for one day. Again the Union filed a charge protesting this.

APRIL 1, 1985: The company reduced the work hours of employee Ann Burns from 40 hours per week to 20 hours per week. Mrs. Burns had been working over 16 years at the nursery. Again, the Union filed a charge with the ALRB.

MAY 21, 1985: The Executive Secretary of the Agricultural Labor Relations Board in Sacramento issued here decision rejecting all nine (9) of the company's objections to the election. She recommended that the election results be certified and that the company commence negotiations.

MAY 31, 1985: The Company filed an appeal of the Executive Secretary's decision. The appeal was directed to the full five-member Labor Board.

JUNE OF 1985: At the beginning of June, the company began to take applications for new hires, even though a number of workers were on layoff. When they found out, the laid-off workers all went to the company office to protest this. Within a few days, most were recalled to work.

JULY OF 1985: A group of workers from the nursery travelled to Sacramento to demand that the ALRB move quickly and decide the election case. Those who went to speak with Labor Board officials were Herlinda Navarro, Maria Castrejon, Maria de Jesus Gonzales, Fidel Bernal, and Karl Lawson.

AUGUST OF 1985: A settlement was reached with the company in the cases of Maria de Jesus Gonzales and Salvador Mendoza. Mrs. Gonzales was reinstated and received \$1080 in back pay; and Salvador was paid his lost wages for the day of the suspension.

ON AUGUST 7, 1985 the full five-member Labor Board decided on a 3 to 2 vote to reject eight (8) of the nine (9) objections that the nursery had filed against the election. For the ninth objection, the ALRB ordered that a trial be held to determine whether or not any Union agent had made any threats against voters prior to the election.

HISTORY OF THE ORGANIZING CAMPAIGN -- Page Three

AUGUST 27, 1987: The trial was held in Santa Barbara regarding the ninth objection to the election. After hearing the testimony of the company witnesses, Judge Marvin Brenner gave an immediate bench decision in favor of the Union, stating that there was no evidence to support the company's objections. The company indicated it would appeal his decision and continue to refuse to negotiate.

SEPTEMBER 27, 1985: The Company began to discharge workers for not having legal permission to work in the U.S. Over the next two months, a total of twenty-six (26) workers were fired. The Union filed charges over this.

OCTOBER 21, 1985: Judge Brenner issued his decision in writing in favor of the Union in the case that was heard August 27. The company filed an appeal to the full five-member ALRB Board on November 4.

NOVEMBER OF 1985: A second delegation of workers travelled to Sacramento to insist that the Labor Board move quicker on the cases regarding the people who had been discharged. The delegation included Maria Castrejon, Roy Valencia, Eloisa Pulido, Mayra Figueroa-Correa, Karl Lawson, and supporters Rogelio Pulido and Ricardo Olavarrieta.

FEBRUARY 4, 1986: Nearly ONE YEAR after the election, the full five-member Labor Relations Board gave a unanimous, five to zero decision, certifying the results of the election and ordering the company to negotiate.

MARCH 14, 1986: The Company sent a letter to the Union stating that it would continue to refuse to negotiate with the Union in order to have a higher court review the decision of the ALRB. But at the same time the Union and the Company began informal discussions to try to resolve the cases involving the discharges, some of which by then had been set for trial by the Labor Board.

APRIL 3, 1986: An agreement was reached and ratified regarding the cases of the discharged workers. The following workers won their jobs back as a result of the mutually-agreed settlement with Sandyland:

Guadalupe Hurtado	Graciela Trujillo	Alicia Torres
Guadalupe Juarez	Palemon Estrada	Guadalupe Arrellano
Hilda Cardona	Isabel Infante	Mayra Figueroa-Correa
Romelia Gutierrez	Enedina Francisco	Enedina Garcia
Teresa Gutierrez	Lucia Mejia	Humberto Pluma

In addition, there were other workers who did not wish to return to work at the nursery but who received monetary settlements in their cases. Each received from six hundred to over two thousand dollars:

Maria Luz Ramirez	Eloisa Pulido	Guadalupe Gil
Maria Tellez	Virgina Bahena	Angel Ramirez
Crescencio Ortiz	Maria Santana	Efrain Vasquez
Salvador Mendoza	Ann Burns	Roy Valencia

APRIL 10, 1986: Another part of the settlement took effect as the company agreed to withdraw its objections to the election and negotiate. On this date the first formal negotiation session was held with the Union. One of the first items that was negotiated was an immediate 15 cent wage increase that went into effect when it was ratified by the workers on April 15, while the company and the Union continued negotiations on a total contract.

FROM MAY OF 1986 TO MAY OF 1987: For a twelve month period, many negotiation meetings were held and many proposals were exchanged. The slow process was finally concluded in May of 1987, when the company presented a final proposal which was ratified by the workers on May 16, 1987. This is the contract that you hold in your hands.

CONGRATULATIONS TO ALL WHO PARTICIPATED IN THE EFFORTS TO OBTAIN AND RESOLVE THIS CONTRACT, THE VERY FIRST UNION CONTRACT AT THE NURSERY.

(Please note that the various cases that were settled were not all positive. Further, in none of the cases were there any admissions of guilt or violations of the law.)

ARTICLE 1
RECOGNITION

A. Parties to Contract:

1. This Agreement is between SANDYLAND NURSERY COMPANY, INC., hereafter called "the Company," and the UNITED FARM WORKERS OF AMERICA, AFL-CIO, hereafter called "the Union," and said Agreement shall operate for the purpose of establishing uniform wages, hours and working conditions as hereinafter defined.

2. Pursuant to the certification issued in Agricultural Labor Relations Board (ALRB) Case No. 85-RC-1-0X(SM), the Company hereby recognizes the Union as the sole and exclusive bargaining agent with respect to the rates of pay, hours of work, and other conditions of employment for all its agricultural employees, hereafter called "workers" (as defined in Section 1140.4(b) of the Agricultural Labor Relations Act), as set forth in said certification. Excluded from the bargaining unit are all other employees of the Company, including, but not limited to, office, clerical and sales employees, managerial employees, laboratory employees and supervisors as defined in Section 1140.4(j) of the ALRA.

3. The Company 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.

B. Coverage of Contract:

1. 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.

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

C. Assignability of Contract:

1. 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.

2. Effective as of said sale or transfer, the Company shall be relieved of all further responsibility or liability under this Agreement, and to the extent permitted by law, such buyer or transferee shall thereupon be liable thereunder.

3. 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 the provisions of Section C of this Article.

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

ARTICLE 2

UNION SECURITY

A. Union membership shall be a condition of employment. Each worker shall be required to become a member of the Union immediately following five (5) working days after the beginning of employment, or five (5) working days from the date of the signing of this Agreement, whichever is later, and to remain a member of the Union in good standing during his employment with the Company. For purposes of this Article, "membership in good standing" shall be defined as the tendering to the Union by the workers of uniformly required dues and the initiation fee. Any worker who fails to become or remain a member in good standing of the Union shall be discharged within five (5) working days from receipt of written notice from the Union to the Company, and shall not be eligible for reemployment until receipt of written notice from Union to Company of the worker's good standing status.

B. Items and Amount Subject to Check-off. The Company agrees to deduct from each worker's pay initiation fees, periodic dues, and assessments, as required by the Union, upon presentation by the Union to the Company of individual written authorizations signed by such workers directing the Company to make such deductions. The Company shall make such deductions from such worker's pay for the payroll period in which such written authorization is submitted, provided that it is submitted prior to the close of the payroll period, and periodically thereafter, as long as such written authorization remains in effect, and shall remit such monies to the Union each pay period.

C. Check-off Authorizations. The Company will, at the time of hiring new workers, advise the new workers that Union membership is a condition of employment and explain the membership and deduction authorization arrangements between the Company and the Union. The Company will be responsible for providing such workers with the membership and check-off authorization cards upon the day of hire, but in any event not later than five (5) working days after the beginning of employment. After signed, one copy of the authorization will be retained by the worker, one copy will be retained by the Company for its use pursuant to Section B above, and the Company will promptly submit the other copy, along with the completed membership application, to the Union's area office within the five (5) working day time limit prescribed above.

D. Administration of Check-off. The Union will notify the Company in writing of the amount of applicable dues, initiation fees and assessments within five (5) days of the execution of this Agreement and five (5) days before the effective date of any change.

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

ARTICLE 3

HIRING

A. Whenever the Company anticipates the need for new or additional workers to perform any work covered by this Agreement, the Company shall notify the Union, giving as much notice of need as the Company itself has, stating the approximate number of workers needed, the type of work to be performed, and the estimated starting date of the work. In this event, the Company will also advise the Union of the dates and times at which the Company will be accepting applications.

B. The Company shall have the sole discretion to hire or not hire persons referred by the Union or from any other source and shall not discriminate against any applicants for any reason, including membership in any labor organization.

C. The Company shall designate the person or persons with the exclusive authority to hire new employees and shall so inform the Union.

D. The Company will inform the Union in writing of all new hires within three (3) work days of their commencing work.

E. Upon written request of the Union, setting forth in detail the basis for such request and indicating that a prospective applicant has independently and in writing requested such information, the Company will provide the Union with a written explanation as to the reason(s) for rejecting such a job applicant. The Company may request a copy of the applicant's written request.

ARTICLE 4

SENIORITY

A. Definition: Seniority shall be defined as length of service with the Company or within a job classification, as defined below. Any worker rehired after loss of seniority shall establish a new seniority date.

B. Scope of Seniority:

1. Company Seniority is defined as the employee's total length of service with the Company, beginning from his or her original date of hire, and as may be adjusted in accordance with Article 11.

2. Classification Seniority is defined as the employee's total length of service within his/her job classification, beginning from the original date worked in the classification.

3. Department Seniority is defined as the employee's total length of service within his/her classification within the department, beginning from the original date worked therein.

C. Seniority Dates:

1. All employees who have worked at least forty-five (45) work days with the Company shall acquire seniority on the forty-sixth (46th) day of work, retroactive to their dates of hire. Terminations of employees for poor work performance or any other non-discriminatory reason shall not be subject to the grievance procedure of this Agreement for such forty-five (45) day training and probationary period. There shall be no layoffs for the purpose of circumventing the acquisition of seniority. Seniority dates shall be adjusted in accordance with Article 11 of this Agreement.

2. The seniority order for workers hired on the same day shall be established on the basis of Social Security numbers, with the worker having the lowest last four digits of his/her Social Security number being placed in the highest seniority position on the seniority lists. In the event a worker's Social Security number is changed, the seniority position shall remain the same.

3. The seniority order for workers promoted or transferred into a classification or department on the same day shall be established on the basis of Company seniority, with the worker having the highest Company seniority being placed in the highest seniority position in the classification or departmental list.

D. Loss of Seniority: Seniority shall be lost for the following reasons:

1. Voluntary quitting or abandoning job.

2. Discharge for just cause.

3. When an employee leaves the bargaining unit to accept a permanent supervisory or other position with the Company outside of the bargaining unit.

4. Upon recall, when a laid-off worker fails to report to work when work is scheduled to commence, unless they are eligible for disability leave under Article 10 or unless reasons satisfactory to the Company are given, which shall not include continuation of other employment. The Company may require proof of the basis for such other reasons.

5. When a worker fails to report to work at the termination of a leave of absence or vacation without an approved extension, or accepts employment with another company during an authorized leave of absence.

6. When a worker is on layoff or non-disability related leave of absence in excess of six (6) consecutive months or on disability leave of absence in excess of twelve (12) consecutive months. A worker who is laid off out of seniority order shall be recalled to fill a general labor vacancy or a vacancy in harvesting, pinching, plastic work, maintenance work or disbudding before the Company employs a new hire, provided the worker has previously performed and is qualified to perform the available work. A worker who loses seniority by virtue of being on layoff or a non-disability related leave of absence in excess of six (6) consecutive months shall be given first preference, upon request, for rehire to jobs for which he/she qualifies before a new employee is hired.

E. Any worker rehired after loss of seniority as provided above shall establish a new seniority date, subject to Sections B and C above; provided, however, that the Company shall have no obligations to hire any workers who have lost seniority pursuant to Section D above, except as otherwise set forth in paragraph 6 thereof.

F. Seniority Lists: The seniority lists shall be maintained by the Company, and shall include each employee's name, Social Security number, Company seniority date, classification seniority date, and department seniority date. The Company shall submit to the Union an updated seniority list for each classification/department, and a master Company seniority list, each four (4) months.

G. The Union may review the accuracy of the seniority lists and present to the Company any discrepancies it may find. If such discrepancies cannot be resolved, they may be submitted to the grievance procedure.

ARTICLE 5

LAYOFF, REHIRING, WORK SHARING

A. Selection of Workers for Layoff: In the selection of workers for layoff due to lack of work, the Company will first evaluate its work needs for each classification in the affected department(s). After first laying off those workers who have not yet completed the probationary period, the Company will then evaluate the length of experience, demonstrated abilities and skill of the remaining workers. If those factors are relatively equal, the Company will then lay off the worker with the least

Company seniority in the affected classification and department. The Company will not make this decision arbitrarily. It is not the intent of the parties that layoffs be used to reduce overall work force seniority but rather that the best qualified and most efficient work force is retained under those circumstances.

B. Notice of Layoff: The Company will notify the Union and the affected worker(s) prior to layoff of any worker(s), giving them as much advance notice as it has of the need for such a layoff.

C. The Union shall be notified in writing of the exact dates and names of employees who are laid off within three (3) workdays following the layoff.

D. Order of Recall After Layoff; Notice of Recall:

1. The Company shall notify the Union and the workers in writing as early as possible, but normally not less than seven (7) calendar days prior to the estimated starting date of work, and shall specify the approximate duration thereof.

2. All recall notices shall be mailed to workers by First Class United States Postage. It shall be the responsibility of each worker to provide the Company with a current mailing address and, if possible, a telephone number where he/she can be reached for purposes of recall. The worker shall provide this information at the time of layoff on a form to be provided by the Company.

3. Workers shall be recalled to work in the reverse order of layoff, provided they possess the necessary skills and abilities to perform the available work.

4. Copies of recall notices sent to workers shall be supplied to the Union; or, in the alternative, a list of employees to whom such recall notices were sent, including the dates sent, addresses sent to, and reporting dates for recall, shall be provided to the Union at the time said recall notices are sent.

5. The Company shall make available to the Union any notices of recall that have been returned with Postal Office notification of non-delivery, and, upon request, will make available to the Union any written explanation received from a worker related to his/her failure to report or delay in reporting on the date specified.

E. Any worker to be laid off in accordance with Article 5, Section A shall be notified of the reason(s) for the layoff and shall have the right to displace the worker with the least Company seniority in a job classification previously occupied by such a worker and for which such worker is qualified. A worker who bumps into another classification shall maintain any existing wage differential over the applicable contract rate of the new classification; provided, however, that under such circumstances, a

worker with at least eight (8) years seniority who is laid off out of seniority order shall maintain his/her wage rate.

ARTICLE 6

PROMOTIONS AND TRANSFERS

A. Posting and Bidding:

1. Promotions within the bargaining unit shall essentially reflect the concept of consideration and opportunities for advancement on the basis of experience, demonstrated skills and abilities to learn new tasks and seniority. Whenever a vacancy occurs in a job classification higher than General Labor, such vacancy shall be posted on the Company's bulletin board. A copy of such posting shall be provided to the Union. The posting shall be made at least five (5) working days before the vacancy is filled; provided, however, that the vacancy may be filled on a temporary basis by the Company during this posting period.

2. Non-probationary workers desiring consideration for the job will so indicate by signing the posting.

3. The worker with the most Company seniority who can reasonably be expected to perform the job, based upon demonstrated skills and abilities, will be given the first opportunity to fill the vacancy. For purposes of this Section, demonstrated skills and abilities shall not necessarily require that the worker have previously performed the job being applied for, although the Company may consider the extent to which each may have occurred. The Company will not make this decision arbitrarily. Workers on layoff who have acquired Company seniority shall also be eligible to fill vacancies, in accordance with Section C below.

4. Nothing in this Agreement shall require that the Company follow the posting procedure for the purpose of filling vacancies in the classifications of sprayer or maintenance worker, which positions may be filled at the Company's sole discretion. The Company may, however, determine by appropriate means if any bargaining unit employees are interested in filling such vacancies. If wage rates in excess of the contract rates are paid to workers in these positions, the Union shall be so notified.

B. Selection:

1. The worker selected for the vacancy, in accordance with Section A(3) above, shall be provided with a reasonable opportunity to demonstrate his/her ability to perform the job duties and the supervisor shall fully explain the job duties and requirements.

2. If such selected worker does not perform the job satisfactorily, he/she shall return to his/her former job classification without loss of seniority, and the next most senior worker shall be offered the vacancy in accordance with the standards set forth above. Such selection

procedure shall be repeated until the vacancy is filled or the list is exhausted.

C. Laid-Off Employees: Laid-off employees may, at the time of layoff, indicate in writing to the Company their willingness to fill future vacancies as provided for in Section A above. If, while on layoff status, such vacancies arise, the Company shall immediately act as if said employee has signed the posting for higher-rated jobs. Selection for higher-rated jobs shall be as set forth in Section A above.

D. Transfers: The Company shall have the right to temporarily transfer qualified workers to different jobs in other departments based upon legitimate business requirements. A temporary transfer is defined as one reasonably anticipated to last less than sixty (60) calendar days, at the end of which time the transferred worker will return to his/her former job classification. Whenever feasible and practicable, the Company will temporarily transfer qualified employees under this section who are the least senior or those qualified employees who would otherwise be laid off from their department and classification at the time of the need for such a temporary transfer. Temporarily transferred workers shall maintain their wage rates during the period of such temporary transfer.

E. Upon mutual agreement, the parties will meet one (1) year from the date of execution of this Agreement to review Articles 4, 5 and 6 and, if mutually agreed upon in writing, may make revisions thereto. This shall not constitute a reopening of this Agreement.

ARTICLE 7

GRIEVANCE AND ARBITRATION PROCEDURE

A. The parties agree that all disputes which arise between the Company and the Union out of the interpretation or application of this Agreement shall be subject to the grievance and arbitration procedure. The parties further agree that the grievance procedure of this Agreement shall be the exclusive remedy with respect to any dispute arising under this Agreement.

B. A Grievance Committee of up to three (3) workers may be established by the Union, one or more of whom may also be designated as a Steward, and no more than two (2) of whom may participate in the processing of a given grievance. Unless otherwise agreed, all processing of grievances shall be during nonworking time. In making this determination, due consideration shall be given to the nature of the grievance and whether operations would be unduly interrupted on that given day by the processing of the grievance during working time. In the event the grievance meeting is not conducted during working time, it shall be held either immediately before or after a work day or during an authorized break period. Aggrieved workers shall have the right to be present at each step of the grievance procedure. In grievances involving more than one (1) employee, two (2) such employees may be present at the grievance meetings.

C. At the request of the Union, the Company shall, where practicable, have the involved supervisor present at each step of the grievance procedure where such attendance is necessary and relevant to the specified grievance.

D. First Step: Any grievance arising under this Agreement shall be immediately taken up between the Company representative involved and the Union Steward. They shall use their best efforts to resolve the grievance. The Company shall provide a verbal response to the grievance within three (3) working days after the First Step meeting. If the grievance is not resolved in the First Step, it may be referred to the Second Step if the specific nature of the grievance is first reduced to writing. Failure to file and serve a grievance in writing within fifteen (15) calendar days from the event giving rise to the grievance or the discovery thereof by the grieving party shall constitute a waiver of such grievance; a grievance over a discharge which is not filed and served in writing within five (5) work days from the date of discharge shall similarly be deemed waived.

E. Second Step: Within five (5) work days of receipt of the written Second Step grievance, the parties shall meet to discuss the grievance, in a meeting between the Grievance Committee and the Company representative designated to resolve such matters. A representative of the Union may also participate in such meetings. If the grievance is not satisfactorily resolved in such meeting, the party receiving the grievance shall mail a written response to the other regarding its position and reasons therefor within five (5) working days after the conclusion of the Second Step meeting. Failure to so respond within such time period, or any extension thereof, shall constitute a waiver of any defense to the grievance.

F. Third Step: Within twenty (20) calendar days of receipt of the Second Step written response, the grieving party must provide written notice to the other party of intent to arbitrate. Failure to do so within said time limit shall waive the grievance. The parties shall make a good faith effort to agree on a permanent Arbitrator whose duty it shall be to decide upon any grievance as described above. In the event the parties are unable to agree upon a permanent arbitrator, they shall select an arbitrator from a list of seven (7) persons submitted to the parties by the California State Mediation and Conciliation service, according to standard selection procedure, by alternately striking names.

1. The Arbitrator shall consider and decide only the grievance(s) referred to him/her, and the decision shall be final and binding on the Company, the Union, and the employee(s). The arbitrator shall have no authority to modify, amend, change, alter, or waive any provision of this Agreement. The arbitrator shall have authority to revoke or modify any form of discipline and to award backpay for lost earnings if he/she so determines. The arbitrator shall have access to Company or Union property as necessary and relevant to the resolution of specific grievances, providing no interference with the business of either party results.

2. Unless otherwise mutually agreed, all testimony taken at arbitration hearings shall be under oath. Reporting and transcription shall be at the option of the parties, and shall be paid for by the party(ies) so requesting a transcript. The arbitrator's expenses and fees, and the fees of a hearing room, shall be paid by the losing party. If a question arises as to the identity of the losing party, this shall be decided by the arbitrator hearing the grievance then in dispute. All other expenses incident to the arbitration shall be borne by the party incurring them.

3. Should either party refuse to participate in any steps of the grievance machinery, where the grieving party has complied with the procedural requirements thereof, the grieving party shall have the right to refer the matter to arbitration for consideration in a formal hearing. Such hearing may be ex parte, i.e., with only one side present, provided that the arbitrator shall temporarily delay an ex parte hearing to permit immediate bona fide efforts to settle an issue without a hearing or to resolve any misunderstandings as to the existence of a dispute.

4. Grievance Conciliation: In those instances where the grievance remains unresolved following the Second Step answer, the parties may, by mutual agreement, refer the matter to a conciliator/mediator of the California State Conciliation Service to conduct grievance conciliation. The conciliator/mediator and the parties shall use their best efforts to resolve the dispute as an alternative to arbitration. Where this method is used, the time limit for agreement on referral to grievance conciliation shall be fifteen (15) calendar days from receipt of the Second Step written response; the time limit for subsequent referral to arbitration shall be five (5) days from the conclusion of the grievance conciliation. Settlement offers made during grievance conciliation shall not be admissible during any subsequent arbitration. Costs, if any, of grievance conciliation shall be borne equally by the parties.

G. Expedited Grievance and Arbitration Procedure: The grieving party may elect to waive the initial steps of the grievance procedure and invoke an expedited procedure to have an unresolved grievance regarding an alleged violation of Article 1 (Recognition), Article 8 (No Strike Clause), Article 10 (Leaves of Absence), Article 11 (Working Conditions and Safety), or the vacation scheduling provisions of Article 15 (Vacations), immediately heard before an arbitrator, but in any event not later than three (3) calendar days (excluding Saturdays and Sundays) after the day on which the grieving party notified the other party in writing that the grievance, having first been reduced to writing, must be expedited. The parties agree to meet in the time between such 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 be the same as in Section F above. If mutually agreed, the arbitrator shall issue a bench decision, but in any event will issue a written decision within twenty-four hours of the close of the expedited hearing.

H. 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.

I. In the event that there is 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. An arbitrator shall order an end to such interruption, personally if possible, or by telephone, and shall immediately attempt to resolve the dispute. This in no way alters the obligation or liability of either party under this Agreement.

ARTICLE 8

NO STRIKE CLAUSE

A. The Company and the Union agree that the grievance and arbitration procedures provided for herein are adequate to provide for a fair and final determination of all grievances arising during the term of this Agreement and that such procedures shall be the exclusive remedy for such grievances.

B. During the term of this Agreement, employees covered by this Agreement shall not engage in any strike, slowdown, sitdown, work stoppage, boycotts, or picketing against the Company, and neither the employees, the Union, nor any officers, agents, or representatives of the Union shall authorize, assist, encourage, condone, ratify, or lend support to, or in any way participate in any such activities.

C. The Company agrees not to engage in any lockout during the term of this Agreement.

D. The Union shall be responsible for using its best efforts to stop any conduct by its members which is in violation of this Article.

E. The Company may discharge or discipline any employee who violates the provisions of this Article, subject to the grievance procedure.

F. The Company agrees that any worker may refuse to pass through any lawful and bona fide picket line of another company that is sanctioned by the Union.

G. No worker under this Agreement shall be required to perform work that normally would have been done by workers of another employer who are engaged in a strike, as defined in Section F above.

ARTICLE 9

DISCIPLINE AND DISCHARGE

A. The 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 the Agreement. No worker shall be disciplined or discharged except for just cause. Among the causes for immediate termination shall be falsification of a Workers' Compensation claim and/or the basis therefor.

B. Prior to any discharge or suspension, the Company shall notify the designated Steward or other Union official and such Union representative shall have the right to be present when formal charges are made, if he/she so desires; provided, however, that if a situation occurs wherein the Company deems it necessary to take immediate action, such as when the safety of employee(s) is in issue, and no Steward or Union representative is available, the Company may take such action and must thereafter give written notice to the Union within the time limit set forth in Section C below.

C. The designated Steward or other Union official shall have the right to interview discharged workers in private so long as such interview does not interfere with work requirements. Within two (2) working days following any discharge for just cause, the Union will be notified in writing as to the reasons for such discharge. With respect to disciplinary action resulting in a suspension, the Company shall notify the Union representative of the suspension within a reasonable period of time following its issuance.

D. Written warning notices over twelve (12) months old shall not be considered in assessing future disciplinary action.

ARTICLE 10

LEAVES OF ABSENCE

A. Leave of Absence for Union Business.

1. 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. Not more than one (1) such worker shall be eligible for such leave of absence at any one time and two (2) weeks' written notice must be given the Company before the worker takes leave to accept such office or position or chooses to return to work, assuming a position for which the worker is qualified is then open. Unless otherwise agreed between the parties, such leave of absence shall not exceed one (1) year and shall be without pay or benefits. Such a worker's seniority date shall be adjusted as provided in Section B of this Article; provided, however, that the maximum loss of seniority shall be one (1) year if such worker applies to return to work within one year from the commencement of such leave.

2. A leave of absence without pay, not to exceed three (3) days per calendar year for Union business, shall be granted under the following conditions:

a. Written notice shall be given by the Union to the Company at least five (5) work days prior to the commencement of any such leave.

b. No more than two (2) workers shall be granted such leave of absence under this Section at any one time.

c. This Section shall not apply to workers whose job skills are vital to the Company's ability to operate during the period for which such leave is requested; provided, however, that the Company will make a reasonable effort to accommodate such leave requests for the purpose of attending the Union's convention.

B. A leave of absence without pay shall be granted regular year-round workers who have completed one (1) year of employment with the Company for any of the following reasons, without loss of seniority; provided, however, that a worker's Company seniority shall be adjusted pursuant to Article 4 by the amount of time he/she is on an unpaid absence over twenty (20) scheduled working days in a calendar year, calculated to the nearest half ($\frac{1}{2}$) day. Such absences over two (2) hours in a day shall equal one-half ($\frac{1}{2}$) day, and over six (6) hours in a day shall equal one (1) day.

1. For witness duty, in the United States, when subpoenaed.

2. Up to ten (10) calendar months for verified personal illness, pregnancy, or other physical incapacity requiring absence from the job. The Company may require substantiation by medical or other adequate proof and the worker shall notify the Company of his/her anticipated return date.

3. Personal emergency leaves of up to ten (10) work days for legitimate and valid emergency situations may be granted to workers after such worker has first utilized any accrued paid vacation time. The Company may require appropriate verification of the basis for any such request. Upon written request prior to the end of such emergency leave, and based upon proof satisfactory to the Company, such leave may be extended for up to an additional ten (10) work days; provided, however, that a worker may request an extension at the time the original written request is made based upon good cause.

4. In unusual circumstances, a personal non-emergency leave of absence, for up to ten (10) calendar days may be granted to a worker at the sole discretion of the Personnel Director upon written request fourteen (14) calendar days in advance thereof. The decision of the Personnel Director shall not be subject to review under Article 7 of this Agreement.

5. For a worker who serves in the United States military in accordance with applicable law.

C. Leaves for illness or physical incapacity may be extended by the Company for up to an additional two (2) calendar months if a request for such an extension is made by the employee, in writing, to the Company prior to the termination of the original leave. The Company may require written verification of the basis for such a request.

D. If a leave of absence is found to have been obtained by fraud or misrepresentation, the employee will be subject to disciplinary action under Article 10 (Discipline and Discharge). The Company may request reasonable proof or verification of the basis for an employee's request for a leave of absence under this Article.

E. Leaves of absence under this Article, where more workers have applied for a leave of absence for the same period than can be reasonably spared by the Company, shall be allocated on the basis of the Company's needs and the order in which the leave(s) are requested by the workers, except in the case of a legitimate, valid emergency. Such requests shall not be made more than ninety (90) calendar days before the beginning of the leave of absence.

F. Jury Duty Pay: A worker who has successfully completed the probationary period with the Company will be paid Jury Duty pay 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, if any, by such worker for performing such service in the United States and what he would have received from the Company for the period of service. To receive pay under this Article, the worker must provide the Company with a copy of the notice summoning him to appear and if so requested, documentary evidence of the amount of fees received for performing such service. Jury Duty pay shall not apply to workers requesting such service.

G. Sick Leave: A worker who has successfully completed the probationary period shall accumulate sick leave at the rate of three (3) days per year, non-accumulative. The Company may request a doctor's statement to verify the basis for any use of such sick leave.

H. Bereavement 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 worker who has successfully completed the probationary period with the Company will be paid bereavement pay for a period not to exceed three (3) days. The Company may request that it be furnished with a death certificate. The provisions of this Article shall only apply to days when the worker would otherwise have been scheduled to work.

ARTICLE 11

WORKING CONDITIONS AND SAFETY

A. The Company will continue to comply with all applicable laws relating to the health and safety of nursery workers and will not use any banned chemicals such as DDT, DDD, DDE, Aldrin, Dieldrin, EDP or TEPP.

B. The Company will continue to comply with applicable laws pertaining to the manner and timing of applications of chemicals and the re-entry time and will not permit or order employees to re-enter any area where an agricultural chemical has been applied until the legally safe re-entry time has passed.

C. No worker will be required to work in any work situation which would immediately endanger his health or safety. All workers shall be required to use and/or wear all protective equipment and/or clothing as required by applicable laws and Company rules and regulations.

D. In accordance with law, there shall be adequate toilet facilities readily accessible to workers that will be maintained by the Company in a clean and sanitary manner; furthermore, all workers who utilize such facilities shall ensure that they are left in the same clean and sanitary condition as they were upon entry by the employee.

E. Each place where there is work being performed shall be provided with suitable, cool, potable drinking water convenient to workers. Individual paper drinking cups or drinking 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 which was checked out to them, but shall not be responsible for normal breakage, wear and tear. Workers shall be charged actual cost for equipment that is not returned. Receipts for returned equipment shall be given to the worker by the Company. Workers shall be trained in the proper use of said equipment, tools and clothing.

G. Adequate first aid supplies shall be provided and kept in clean and sanitary dustproof containers in centrally located areas.

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

I. In accordance with the past and present policies of the Company and the Union and subject to applicable California and Federal laws it is agreed that there shall be no discrimination against any employee

because of race, age, creed, color, religion, sex, political belief, physical handicap or national origin. The parties further agree to the continuation of the Company's hiring policy in compliance with applicable federal laws and regulations. Finally, the parties agree that it is desirable that workers have the basic ability to communicate in English in order to ensure an efficient and safe working environment and, to that end, the parties will jointly institute a program for the benefit of current workers who do not presently possess such ability.

J. The Company will furnish a refrigerator which will be located in one lunch area. The Company will replace the refrigerator in the event that it breaks down and is unrepairable.

K. Employees will be notified of telephone calls involving medical and life-threatening emergencies.

L. The Company shall continue its practice of assigning employee(s) to maintain the nursery floors in a clean and safe condition.

ARTICLE 12

MANAGEMENT AND UNION RIGHTS

A. Management Rights: The Company has and retains all inherent rights of management and the commensurate obligations and responsibilities, except as expressly and specifically limited or modified by some other provision of this Agreement and/or by law or government regulation. These management rights and integral operations and responsibilities include, but are not limited to: deciding the nature, scope, and location of the business; determining the products, quantities, and quality of items to be produced; developing and implementing design, operating and production techniques and methods, including introduction of new equipment and machinery that are safe, efficient and productive; planning for, assigning, training, and supervising all of the workers; implementing and enforcing reasonable work rules and rules of conduct; planning, determining, establishing and managing production and work schedules; deciding whether, where and when and by whom overtime is to be worked.

B. Bargaining Unit Work; Supervisors and Others: Supervisors, management trainees, and others not included in the bargaining unit shall not perform any work covered by this Agreement, except for instruction, training, testing equipment, experimental and developmental work, emergencies, or as established by past practice prior to the execution of this Agreement. The Company will not utilize supervisors or management trainees for the purpose of avoiding the recall of bargaining unit workers from layoff or where such would cause the layoff of bargaining unit workers.

C. Mechanization: In the event the Company decides to mechanize any of its operations in any way that will result in the permanent displacement of bargaining unit employees, the Company, before commencing

such mechanical operations, shall meet with the Union to discuss the training of displaced employees to operate and maintain the new mechanical equipment, the placing of displaced employees in other jobs with the Company, the training of employees for other jobs with the Company, or the placing of such employees on a preferential recall list which the Company and the Union will use in conjunction with Articles 3 and 4, HIRING and SENIORITY.

D. Subcontracting: It is the intent of this Section that, in accordance with long existing and well recognized and established past practices, all work which can be properly, safely, and economically performed by workers covered by this Agreement will be assigned to and performed by them. The Company, however, reserves the right to subcontract any work which may require special skills, knowledge, experience, or equipment not possessed by the Company and/or workers covered by this Agreement. In the event the Company decides it is necessary to subcontract any work, it agrees, in advance of such subcontracting, to give the Union a complete explanation of the work to be subcontracted and the reasons for doing so. Any workers of the subcontractor who actually operate or maintain the equipment or perform the specialized skills shall not be covered by the terms of this Agreement. Any supporting work in connection with such subcontracting, which does not involve the operation or maintenance of specialized equipment or the utilization of specialized skills, shall be performed by bargaining unit workers.

E. Right of Access to Company Property:

1. Duly authorized and designated representatives of the Union shall have the right of access to Company premises covered by this Agreement in connection with the conduct of normal Union affairs in the administration of this Agreement. Union representatives shall confer with workers during non-working periods such as break periods, lunch period, and before and after the work day, unless otherwise mutually agreed between the parties. No more than one (1) such representative shall be on the Company property at any one time, except in the event of an ALRB election, in which case this issue will be governed by applicable law.

2. Before a Union representative contacts any of the workers pursuant to paragraph 1 of this Section, such representative shall, wherever possible, notify the designated representative of the Company, normally at least one (1) day in advance of his visit, as to the time and duration of his proposed contacts with employees and shall specify the location of his proposed contacts as well as the number of proposed contacts he intends to make. For safety considerations, the Company may elect to accompany the Union representative to the general work area which he wishes to visit, but such accompaniment shall not be used to infringe upon the Union representative's right to interview privately any employee covered by the terms of this Agreement.

3. The Union shall advise the Company of the names of its duly authorized and designated representatives in writing. Such notice shall be effective upon receipt by the Company. The Union shall promptly notify the Company in writing of any change in the identity of its duly authorized and designated representatives, Steward(s) and Grievance Committeemen.

F. Bulletin Boards: The Company will provide bulletin boards near each time clock, upon which the Union may post notices of Union business; provided, however, that such notices shall not be posted nor remain posted if in violation of any provision of this Agreement and they shall be signed by the representative(s) posting them.

G. Exchange of Information:

1. The Company agrees to furnish the Union, in writing, within one (1) week after the execution of this Agreement, a list of its employees covered by this Agreement, giving their names, addresses, Social Security numbers, and job classifications.

2. Location of Company Operations: The Company shall provide the Union, upon request, with the exact locations of the Company's agricultural operations covered by this Agreement for use by Union representatives pursuant to Section E above.

3. Records: The Union shall have the right, upon reasonable notice given to the Company, to examine timesheets or other payroll records that pertain to the employees' compensation in case of a dispute pertaining to such matters. The Company reserves the right to have its representatives present during such inspection. No original record shall be removed by the Union or its representative(s).

H. Pledges of Cooperation:

1. 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.

2. 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 actively supporting and participating in the collective bargaining and contract administration functions.

3. Neither the Company nor its representatives will interfere with the right of any worker to join and assist the Union. The Company will not grant any advantage, nor more favorable consideration, nor any form of special privilege to any workers because of non-participation in Union activities.

4. The Union will make known to all workers their obligations as well as their rights under this Agreement, including, but not limited to, satisfactory job performance consistent with safety and good health, and development of adequate communication skills towards that end.

I. Submission of Reports to Union for Purposes related to Article 2: Union Security:

The Company shall provide a payroll period summary report as soon as possible after the close of each payroll period. Said summary report will include the names of each worker, their Social Security numbers, the payroll period covered, gross wages per workers, total hours worked per worker, total number of workers and amount of union dues, initiation fees and assessments, as applicable, deducted during each payroll period from each worker.

ARTICLE 13

HOURS OF WORK AND OVERTIME

A. Normal Workday and Workweek: The normal workday shall be up to nine (9) hours per day and the normal workweek shall be Sunday through Saturday.

B. Daily and Weekly Overtime: All employees shall be paid one and one-half times their regular rate of pay for all work performed after nine (9) hours in any one day. All employees shall be paid one and one-half times their regular rate of pay for all work performed after fifty-four (54) hours in any one workweek.

C. The Company reserves the right to distribute overtime to it's departments and will have the sole right to decide who will work overtime in said department(s).

D. Employees shall have paid rest periods of ten (10) minutes in the middle of the first continuous work period of approximately (4) four hours or major fraction thereof and ten (10) minutes in the middle of the second continuous work period of approximately (4) four hours or major fraction thereof.

E. Lunch time shall be one-half hour and shall not be compensated for nor counted as hours worked under this Agreement.

F. Workers shall be paid their regular hourly rate of pay for all time they are required to remain on the job.

G. Whenever an employee is injured on the job to the extent medical attention is required and received, the Company agrees to pay such employee's full day's wages for the balance of the day of the injury; provided, however, that should the employee be released by the attending

physician to return to work on said day of injury and fails to do so, no wages will be paid for the remainder of that day.

ARTICLE 14

WAGES

A. Minimum starting wage rates for the respective classifications for employees employed as of May 16, 1987 shall be as set forth below:

<u>JOB CLASSIFICATION</u>	<u>Effective 5/16/87</u>	<u>Effective 6/15/87</u>	<u>Effective 6/15/88</u>	<u>Effective 6/15/89</u>
<u>General Nursery Worker</u>	\$4.00/hr. during probationary period	4.10	4.25	4.40
(Soil Mixers, Pot Fillers, Utility, Foliage & Mum Planters, Pot Movers, Foliage & Mum Sleeveers)	\$4.15/hr. after completion of probationary period	4.25	4.40	4.55
<u>Harvesters, Pinchers, Plastic Workers, Maintenance Helpers</u>	\$4.00/hr. during probationary period	4.10	4.25	4.40
	\$4.25/hr. after completion of probationary period	4.35	4.50	4.65
<u>Shipping and Receiving</u>	\$4.15/hr. during 45 day training/probationary period	4.25	4.40	4.55
	\$4.30/hr. after 45 day training/probationary period	4.40	4.55	4.70
<u>Lead Person</u>	\$5.00/hr. during 45 day training/probationary period	5.10	5.25	5.40
	\$5.50/hr. after 45 day training/probationary period	5.60	5.75	5.90
<u>Disbudder (Piece Rate)</u> (Must be able to do a minimum of 35 pots per hour after 90 days to stay on a full-time basis in department)		.1150/pot	.1175	.1225

<u>Irrigation</u>	\$4.50/hr. during 45 day training/probationary period	4.60	4.75	4.90
	\$5.00/hr. after 45 day training/probationary period	5.10	5.25	5.40
<u>Sprayer</u>	\$5.50/hr. during 45 day training/probationary period	5.60	5.75	5.90
	\$6.00/hr. after 45 day training/probationary period	6.10	6.25	6.40
<u>Maintenance</u>				
(Carpenter, Plumber, Electrician, Welder, Mechanic)	\$7.00/hr.	7.10	7.25	7.40

Hourly employees who are receiving rates above those for their respective classifications (excluding disbudders) shall receive increases of ten cents (\$.10) per hour on June 15, 1987 and June 15, 1988, respectively, and five cents (\$.05) per hour on June 15, 1989, or the applicable contract rate, whichever is greater.

Minimum wage rates for employees hired on or after June 15, 1987, shall be as set forth in Appendix A.

B. Disbudders: The foregoing rates and following conditions shall apply to employees classified as disbudders, to the exclusion of any pay practices to the contrary.

1. The job duties and responsibilities of disbudders shall remain as established by past practices.

2. Supervisors shall not perform piece rate work for the credit of any disbudder.

3. Pots which the Company considers generally more difficult to disbud shall, to the extent practicable, be divided as equally as possible among the disbudding crew over a representative period of time. This shall also apply to top budding. To this extent a violation of this provision is established pursuant to the grievance procedure, as the available remedy hereunder, the parties shall then attempt to correct the problem prospectively.

4. Upon written notice from one party to the other at least thirty (30) days prior to the six (6) month anniversary of the effective date of this Agreement, the parties shall meet to review and attempt to resolve

any problems encountered by either with the piece rate system. Such shall not constitute a reopening of the Agreement.

C. New or Changed Operations: In the event a new or changed operation within the bargaining unit is instituted by the Company, which operation does not fit within any of the existing job classifications, the Company shall set the wage in relation to the classifications and rates of pay contained herein 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 Company may put the rate into effect after such notice. In the event such rate cannot be mutually agreed upon between the Union and the Company, the same shall be submitted to the grievance procedure for determination beginning at the second step. Any rate agreed upon or as determined through the grievance procedure shall be effective from the installation of such new or changed operation.

D. Reporting Pay: A worker who is required to report for work and does report shall be guaranteed a minimum of four (4) hours' pay at the worker's applicable hourly rate of pay if scheduled for a full day and two (2) hours' pay at the worker's applicable hourly rate of pay if scheduled for one-half ($\frac{1}{2}$) day. Nothing in this Article shall apply when work cannot be started or when work is interrupted due to Acts of God or other causes not within the Company's control, or when a worker leaves work early by his own choice.

E. When a worker performs work in a higher rated job, in other than a training capacity, he should be paid at the higher rate for all time so worked. When a worker performs work in a lower rated job, he shall be paid at the rate of his regular classification, subject to Article 5, Section E. No hourly worker shall suffer a reduction in his/her hourly rate of pay by virtue of the execution of this Agreement.

F. Records: The Company shall keep full and accurate records, including total hours worked, piece rate or incentive rate records, if any, total wages and total deductions. Employees shall be furnished a copy of the itemized deductions, hourly rates, hours worked and total wages each payday. Payday shall be every other Friday.

G. The Company shall deduct federal and state income tax in accordance with standard practices, with scaled scheduled deductions for all employees agreeing in writing to such withholding. Such agreement shall be binding upon the employee during his employment with the Company, subject to his written revocation.

ARTICLE 15

VACATIONS

A. Eligibility. Each employee covered by this Agreement shall be eligible to receive a vacation with pay each year, on the anniversary of

his/her employment with the Company, in accordance with the following schedule:

Upon completion of one (1) year of employment:	one (1) week of vacation time; forty (40) hours of pay
---	---

Upon completion of two (2) years of employment:	two (2) weeks of vacation time; eighty (80) hours of pay
--	---

Accrual Rate: 40 hrs. = 1.54 hours per pay period

80 hrs. = 3.08 hours per pay period

No vacation is accrued during periods of unpaid leaves of absence.

B. Payment For Terminated Employees: An employee whose employment is terminated after completion of the probationary period will receive pro-rated vacation pay earned in accordance with Section A above.

C. Time and Method Of Payment: If an employee is eligible for a paid vacation and requests the pay so due him or her at least three (3) weeks prior to taking the vacation, he or she shall receive said vacation pay prior to taking vacation time. Vacation pay shall be based upon the workers' hourly rate during the pay period immediately preceding the time of payment, or average piece rate earnings for the twelve (12) months prior to the pay period in which the vacation is taken.

D. Scheduling Of Vacation Time: The Company shall determine when vacation time may be taken, based on work assignments in the departments, and shall follow its past practices with respect to the months in which vacations are scheduled for the various departments. To the extent practicable, employees will be granted their vacation time in the order that their requests are received, which requests shall not be made more than sixty (60) days in advance of the vacation period. If two (2) or more workers request vacation for the same period on the same day, Company seniority will be the deciding factor if the Company cannot allow all the workers to leave at the same time.

E. Employees may combine vacation time with a legitimate and verifiable emergency leave of absence. Such emergency leave time may only be extended to a maximum of seven (7) calendar days. The employee must give prior notice, either written or verbal, to the Company before the end of the scheduled vacation time. If an employee combines a paid vacation with such an unpaid leave of absence, the first normal work hours off shall constitute the paid vacation.

F. Paid holidays occurring during a vacation shall result in an equivalent extension of the employee's vacation period.

ARTICLE 16

HOLIDAYS

A. The following shall be considered paid holidays for the purpose of this Article:

NEW YEARS DAY	EMPLOYEE'S BIRTHDAY*
MEMORIAL DAY	JULY 4TH
LABOR DAY	THANKSGIVING DAY
1/2 DAY CHRISTMAS EVE	CHRISTMAS DAY

B. Each employee who qualifies for a paid holiday shall receive eight (8) hours pay at his/her regular hourly rate of pay or average piece rate earnings during the pay period in which the holiday occurs for each such holiday. Any employee who performs work on a holiday for which he/she qualifies shall be paid time and one-half (1½) the above-mentioned rates for all hours worked on said holiday, in addition to receiving holiday pay.

C. When a holiday falls on a Saturday or Sunday, the preceding Friday or the following Monday shall be observed and paid as a holiday.

D. In order to be eligible for holiday pay as provided above, an employee must have completed the probationary period and must work the full scheduled workdays immediately before and after the holiday or otherwise be in a verifiable pay status (paid vacation, bereavement leave, sick leave, jury duty leave).

* Effective January 1, 1989 and subject to advance scheduling requirements established by the Company.

ARTICLE 17

INSURANCE

A. During the term of this Agreement, the Company agrees to continue in effect its current health insurance benefits for employees, including the eligibility and co-payment arrangements for dependent coverage. In this regard, employees shall become eligible for such insurance coverage after their initial ninety (90) days of work for the Company. Any proposal for material changes to the benefit schedule attached to this Agreement shall be submitted to the Union in advance and shall be subject to agreement between the parties.

B. Effective on the following dates, the Company shall pay the listed percentage of the cost of dependent coverage for employees electing to purchase such coverage by means of appropriate payroll deductions:

Beginning of first calendar month following the date of ratification of this Agreement by the workers:	10%
Twelve (12) months thereafter:	20%
Twenty-four (24) months thereafter:	30%

ARTICLE 18

CREDIT UNION WITHHOLDING

A. 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 P.O. Box 62, Keene, California 93531, or such other address as designated by the Administrator of the Fund.

B. It is understood and agreed that the Company's existing payroll system will not accommodate this provision and therefore, implementation of withholding pursuant to paragraph A above, will not be effectuated unless or until the necessary revisions to that system is accomplished by the Company.

C. The Union shall indemnify and hold the Company harmless from and against 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 any of the provisions of this Article.

ARTICLE 19

AMENDMENT AND DURATION

A. Term Of Agreement: This Agreement shall be in full force and effect from June 15, 1987 through June 14, 1990, and shall automatically renew from year to year upon expiration unless either of the parties shall have given notice in writing to the other party sixty (60) days prior to the expiration, requesting negotiations for a new Agreement, together with other notices as required by law. During this sixty (60) 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 (60) day period, this Agreement shall expire at the end thereof.

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

Company decides to implement a program for training, apprenticeship, or otherwise improving skills and techniques, the Company shall notify the Union prior to the implementation of such a program and shall meet with the Union to negotiate any economic modifications made necessary by virtue thereof.

C. Savings Clause: In the event any portion of this Agreement shall become ineffective as a result of any applicable local, state, or federal law, only that portion of this Agreement so affected shall be ineffective; in no event shall the fact that a portion of this Agreement be inapplicable or illegal in accordance with such laws, render the remainder of this Agreement ineffective or work a termination.

D. Waiver: The parties agree that this Agreement, and other documents executed contemporaneously herewith, constitute the entire Agreement between them governing wages, hours, and conditions of employment of workers covered by it during the term hereof, and settles all demands and issues on all matters subject to collective bargaining. Accordingly, the Union and the Company expressly waive the right, during the term of this Agreement, to demand negotiations upon any subject matter, except as provided in Article 14, Section C, 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.

Executed this 15 day of JUNE, 1987.

SANDYLAND NURSERY
COMPANY, INC.

UNITED FARM WORKERS OF
AMERICA, AFL-CIO

By:

John B. Smith
John B. Smith

By:

Cesar Chavez
CESAR CHAVEZ
Ben Maddock
BEN MADDOCK
Karl A. Lawson
KARL A. LAWSON
Maria J. Gutierrez
MARIA J. GUTIERREZ
Angela Ramirez
ANGELA RAMIREZ
Beatriz Mendoza
BEATRIZ MENDOZA

3:190CBA

APPENDIX A

Minimum starting wage rates for employees hired on or after June 15, 1987 in the classifications set forth below shall be as follows:

JOB CLASSIFICATION

		<u>Effective</u> <u>6/15/87</u>	<u>Effective</u> <u>6/15/88</u>	<u>Effective</u> <u>6/15/89</u>
<u>General Nursery</u>				
<u>Worker</u>	During probationary period	4.00	4.15	4.30
	After probation	4.15	4.30	4.45
	After 12 months' employment	4.25	4.40	4.55
<u>Harvesters, Pinchers,</u>	During probationary period	4.00	4.15	4.30
<u>Plastic Workers &</u>	After probation	4.25	4.40	4.55
<u>Maintenance Helpers</u>	After 12 months' employment	4.35	4.50	4.65
<u>Shipping & Receiving</u>	During probation/training	4.15	4.30	4.45
	After probation/training	4.30	4.45	4.60
	After 12 months' employment	4.40	4.55	4.70
<u>Lead Person</u>	During probation/training	5.00	5.15	5.30
	After probation/training	5.50	5.65	5.80
	After 12 months' employment	5.60	5.75	5.90
<u>Irrigation</u>	During probation/training	4.50	4.65	4.80
	After probation/training	5.00	5.15	5.30
	After 12 months' employment	5.10	5.25	5.40
<u>Sprayer</u>	During probation/training	5.50	5.65	5.80
	After probation/training	6.00	6.15	6.30
	After 12 months' employment	6.10	6.25	6.40

3:190CBA



UNITED FARM WORKERS of AMERICA, AFL-CIO

2035 Saviers Road, #5, Oxnard, CA 93033

(805) 487-2661

(805) 487-2677

June 11, 1987

Mr. Jordan Bloom
Littler, Mendelson, Fastiff and Tichy
650 California St., 20th Floor
San Francisco, CA 94108

RE: Sandyland Nursery Co. Inc. Collective Bargaining Agreement

Dear Mr. Bloom:

This shall constitute a letter of understanding regarding the collective bargaining agreement between the UFW and Sandyland Nursery Company, Inc., which shall go into effect on June 15, 1987.

1. Regarding Article 13.D., the paragraph dealing with rest periods, the parties have agreed that the company shall continue its present practice regarding the interpretation of what constitutes a "ten minute" rest period. This does not limit the company's ability to deal with any employee is is unduly extending the time to the point of abuse, but merely reflects the parties' mutual understanding that the previous practice be continued.
2. Regarding Article 19, Amendment and Duration, paragraph D, Waiver, it is understood by the parties that this clause applies to negotiation items only, and does not constitute a waiver of any individual actions (i.e., grievances or unfair labor practice charges) which were filed. Further, the parties hereby incorporate the letter of January 29, 1987, regarding the DFEU case, as part of the agreement.
3. Regarding Article 17:Insurance, it is agreed that the "first calendar month following the date of ratification of this Agreement" is June of 1987. Therefore, the implementation of the 10% payment level by the company will go into effect from June of 1987 through May of 1988; the 20% level from June of 1988 through May of 1989; and the 30% level from June of 1989 and thereafter.

If these understandings accurately reflect our agreements, please so indicate by executing and returning a copy of this letter to me.

Thank you for your attention in these matters.

Sincerely,

Karl Lawson
Karl Lawson
UFW-Oxnard

Approved:

Jenna L. Smith
For Sandyland Nursery

Date:

6-15-87

Maria Lopez



UNITED FARM WORKERS of AMERICA, AFL-CIO

2035 Saviers Road, #5, Oxnard, CA 93033
(805) 487-2661 (805) 487-2677

Mr. Jordan Bloom
Litler, Mendelson, Eastiff & Tichy
650 California St., 20th Floor
San Francisco, CA 94108

June 15, 1987

RE: Sandyland Nursery Contract

Dear Jordan:

This letter will confirm our understanding regarding the following items:

1. Juana Cacho will continue at an hourly rate notwithstanding the fact that she is a disbudder.
2. There is no retroactivity in the wage rates for the period between May 16, 1987, and June 14, 1987.

If this accurately reflects our understanding, please execute and return a copy of this letter to me.

Thank you for your attention in this matter.

Sincerely,

Karl Lawson
Karl Lawson
UFW-Oxnard

For Sandyland Nursery:

Jenna Smith Date: 6-24-87

LITTLER, MENDELSON, FASTIFF & TICHY

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

850 CALIFORNIA STREET, 20TH FLOOR

SAN FRANCISCO, CALIFORNIA 94108-2693

(415) 433-1940

FRESNO

LOS ANGELES

PALO ALTO

SACRAMENTO

SAN DIEGO

SAN JOSE

WALNUT CREEK

ARTHUR MENDELSON
WESLEY J. FASTIFF
GEORGE J. TICHY, II
J. RICHARD THESING
ALLEN W. TEAGLE
ROBERT M. LIEBER
JORDAN L. BLOOM
WILLIAM C. WRIGHT
GARRY G. MATHIASON
ALAN S. CARLSON
RICHARD M. HARDING
ALAN S. LEVINS
JOHN T. HAYDEN
RANDOLPH C. ROEDER
GARY P. SCHOLICK
ROBERT F. MILLMAN
WILLIAM F. TERHEYDEN
NANCY L. OBER
RICHARD J. LOFTUS, JR.
LARRY P. SCHAPIRO
MICHAEL J. HOGAN
JOHN M. SKONBERG
ROBERT G. MOLTENG
BARBARA S. DE ODDONE
RICHARD J. CURRIER
DAVID S. DURHAM
R. BRIAN DIXON
ROBERT K. CARROLL
HENRY D. LEDERMAN
PAULA CHAMPAONE

PATRICIA P. WHITE
RICHARD N. HILL
FLOYD J. PALMER
DEREK WOODHOUSE
SCOTT A. WILSON
MICHELE J. SILAR
KAREN E. FORD
RICHARD A. LEASIA
JUDY S. COFFIN
ROY D. AKELROD
WENDY L. TICE-WALLNER
JOSEPH A. SCHWARTZ
WILLIAM WOOD MERRILL
BRENCER H. HIPP
LINDBERGH PORTER, JR.
CHARLOTTE ADDINGTON
PATRICIA A. SHEPHERD
SANDRA S. KLOSTER
GEOFFREY E. CHAFFEY
JEFFREY M. TANENBAUM
CAROL R. CAINE
RICHARD S. FALCONE
MARK W. ROBBINS
CHARLES S. BIRENBAUM
JENNIFER J. WALT
GORDON A. LETTER
JANICE HEIN
BRIAN T. MCILLAN
VAN A. GOODWIN
LAUCE TIREY

ROBERT T. OWENS
BRUCE A. GROSSMAN
MARY LEE THOMSON
LINDA J. LOPEZ
JAMES J. McMULLEN, JR.
SCOTT A. JOHNSON
KENNETH R. O'BRIEN
STEVEN B. BERLIN
LORI A. BOWMAN
THOMAS P. DOWD
SCOTT D. RECHTSCHAFFEN
JAY P. DUFRECHOU
CYNTHIA E. MAXWELL
LESLIE M. CAMPBELL
GARY W. BETHEL
ANN M. FREERS
SHARON H. SEAY
DIANE L. RIMBERLIN
DAVID J. MURPHY

ROBERT W. FEINSTEIN
SCOTT J. WENNER
BRUCE J. SARCHET
KEVIN P. BLOCH
RIMBERLEY A. WOLLEY
EUGENE FLEMATE
MAJOR WILLIAMS, JR.
PAMELA D. FRASCH
HARR E. ROBBSON
JOAN M. WAKLEY
RONALD J. COOKE
MICHAEL D. MURLEY
C. ANNE HUDSON
RALPH P. SCHAYO
MARK S. ASKANAS
VICTOR J. RUSCH
BETH E. ASPEDON
BARBARA R. SARON
CELIA RUIZ

LITTLER, MENDELSON, FASTIFF & TICHY

A PARTNERSHIP

BALTIMORE, MARYLAND

WARREN M. DAVIDSON
LESLIE R. STELLMAN
ROGER D. HEADE

JOHN W. KYLE
BENJAMIN W. HANN

January 29, 1987

HAND DELIVERED

Mr. Karl Lawson
United Farm Workers of
America, AFL-CIO
2035 South Saviers Road, Suite 5
Oxnard, CA 93030

Re: Sandyland Nursery Company, Inc. -
DFEH Complaints Filed By Employees
Mendoza, Castrejon, Trujillo, And Juarez

Dear Mr. Lawson:

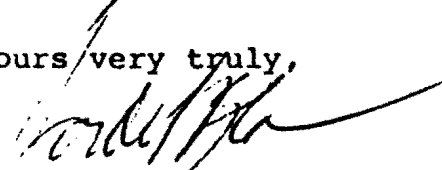
This will confirm the understanding reached between the parties in final resolution of the above-captioned matters.

Specifically, with the Company not admitting to and specifically denying any liability or wrongdoing in connection with any state or federal laws, it has been agreed that, in the event any of the aforementioned employees are assigned to perform disbudding work, such assignments would be on a temporary basis in accordance with the applicable terms of the tentatively agreed upon language in the collective bargaining agreement between the parties. It is further understood that, in such circumstances, such employees would maintain their then current hourly rates of pay while performing such work. Finally, in consideration of the foregoing, the complaints filed by the aforementioned individuals with the DFEH will be withdrawn by those individuals with prejudice and that, should they require any assistance in accomplishing that result, you would provide same.

Mr. Karl Lawson
Page 2
January 29, 1987

Please make appropriate arrangements to have this letter executed by each of the aforementioned employees and returned to me.

Yours very truly,



JORDAN L. BLOOM

JLB:jw

AGREED TO AS TO FORM AND CONTENT,
AFTER READ TO THE UNDERSIGNED IN SPANISH.

Beatriz Mendoza
Graciela Trujillo
Maria Castrejon
Guadalupe Juarez