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SANTA MARIA AREA

# Field Labor Agreement

International Union of Agricultural Workers

1978-1982



Field Labor SM, 1978

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PREAMBLE

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

ARTICLE I - PARTIES

This agreement is between the Employers named in Appendix "A" attached hereto, hereinafter collectively referred to as the "Employer", and the INTERNATIONAL UNION OF AGRICULTURAL WORKERS, hereinafter referred to as the "Union".

ARTICLE II - SCOPE OF AGREEMENT

This agreement shall cover all field agricultural employees of the Employer in California working in all crops, including any employee who at any time works in row crops and all other agricultural employees of the Employer in California as defined by the ALRA, Section 1140.4(b) in contiguous geographical areas to such row crops. Also included are agricultural employees employed by the Employer that would under Federal precedent be considered the alter

ego or the joint employers of the Employer.

Excluded from coverage are supervisors, as defined by the ALRA, Section 1140.4(j), except crew leaders who do not have authority to exercise independent judgement in the course of their supervisory duties shall be covered. Office-clerical employees, security "guards, members of immediate families of owners of the Employer and employees covered by another contract are also excluded from coverage hereunder.

The Employer shall notify the Union, upon request, of the exact locations of the Employer's agricultural operations, for use by Union agents pursuant to Article XIV - Visitations.

#### ARTICLE III - ASSIGNMENT

This agreement shall not be assigned to any other union without written consent of the Employer and the officers of the International Union of Agricultural Workers.

#### ARTICLE IV - UNION SECURITY

A. It shall be a condition of employment that all employees of the Employer covered by this agreement shall on the fifth (5th) calendar day after the effective date of this agreement become members in good standing.

It shall also be a condition of employment that all employees of the Employer covered by this agreement and hired on or after its effective date shall on the fifth (5th) calendar day following the beginning of such employment, become and thereafter remain members in good standing in the Union.

B. The Employer shall furnish employees, at the time of hire, membership applications and dues check-off authorization forms as provided by the Union. The Employer shall also advise new employees that it is a condition of their employment that they must become and thereafter remain members in good standing in the Union within five (5) calendar days after the date on which they are hired. An employee who fails to become a member of the Union or whose membership in the Union is terminated shall be discharged and shall not be re-employed until the Union notifies the Employer in writing of the employee's good-standing status.

C. Within ten (10) days after the start of each month and during the Employer's operating season, the Employer will give to the Union a list of the names and social security numbers of all employees who are at that time covered by this Agreement; or, in the alternative, at the start of the season the Employer may deliver to the Union a complete list of the names and social security numbers of all employees who are to be added or deleted from the complete list previously delivered to the Union.

D. Upon written authorization by the employees, the Employer shall deduct union dues and/or initiation fees from the first check of the employee during each month of employment and forward the same to the office of the Union prior to the tenth (10th) day of the succeeding month.

E. The Employer shall notify the union of the name of

persons to contact in its operation for the purpose of administering this agreement.

F. Should the provisions contained in (A) or (D) above, of this Article, become unlawful, then the parties agree to modify said provision so as to provide the maximum union security and check off allowed by law.

G. The Union shall indemnify, defend and hold the Employer harmless from and against any and all claims, demands, suits or other forms of liability which may arise out of or by reason of action taken by the Employer for the purpose of compliance with any of the provisions of this article.

ARTICLE V - SENIORITY

In the event an employee works for the Employer at least thirty (30) days within the preceding ninety (90) calendar days he shall acquire seniority on the thirtieth (30th) day of work with the Employer retroactive to the original date of hire. Seniority shall prevail in layoffs, recall, and filling of job vacancies; provided however, the employee is able to do the work. The Employer shall have the right to determine any employee's ability to do the work, regardless of seniority, but such determination shall not be exercised arbitrarily. In all cases the senior employee shall have a reasonable time to demonstrate his ability to do the work satisfactorily. In the event such employee is unable to satisfactorily do the work, the employee

shall return to his prior job classification. While there is no job classification seniority, the employer agrees not to change an employee's job classification arbitrarily.

Seniority shall be broken for the following reasons:

(1) Voluntary quitting; provided however, that it shall not be a breach in service if the Employer's operations in a particular area or commodity have terminated for the season and an employee declines to work at the Employer's operations in another geographical area or commodity.

(2) Discharge for cause.

The application of this section shall be subject to the grievance and arbitration procedure of this agreement.

Each ninety (90) days beginning with the date of the execution of this agreement, the Employer shall provide the Union with a current seniority list showing the name of each employee, his original date of hire and his social security number.

Where more than one (1) employee has the same original date of hire, the employee with the lower last four digits in his social security number shall have the higher seniority.

Seniority, as described in this section, is defined as Employer seniority which means length of service with the Employer. However, when a dispute arises, the senior employee within a geographical area of operation shall have preference. It is understood and agreed that with regard to work performed in



certain commodity groups and/or makeup of the work force, it is customary for families and/or certain employees to work together. In applying the seniority provisions of this contract, the Employer and the Union agree to interpret this section as far as possible toward that end. It is not the intent of the union to disrupt Employer's present operation or to prevent the Employer from securing labor to meet emergencies which may arise from time to time during the term of this agreement.

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

#### ARTICLE VI - HEALTH AND SAFETY

The Union and the Employer are concerned with the health of the employees and the working conditions provided for such employees. Therefore, the Employer expressly agrees to strictly abide by and strictly comply with all applicable federal and state laws, rules and regulations promulgated for the health and safety of employees. Upon notification by the Union of any alleged violation of this article by the Employer, the Employer or its designated representative shall immediately meet with the Union to discuss the matter to mutual resolution of the alleged violation. This article shall include but not be limited to the use of machinery, vehicles, and dangerous water, housing or sanitary facilities.

A representative of the employees who accompanies an authorized inspector under the Federal Occupational Safety and Health Act or State Acts in conformity with the Federal Act during a physical inspection of a work place covered by this agreement shall receive his regular rate of pay for the time devoted to accompanying the inspector during the physical inspection. An employee's regular rate of pay shall be the hourly rate, when paid on an hourly basis, or the crew average piece rate earnings on the day of the inspection when the employee is paid on piece rate basis.

No employee shall be required to work in any operation which is hazardous to his health or safety. An employee who has notified his employer of the existence of such a condition shall not be discharged because he refused to work in such conditions. Discharges arising as a result of an application of this provision shall be subject to the grievance procedure.

#### ARTICLE VII - LEAVE OF ABSENCE

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

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

or other Union representative, the Employer representative, and the employee requesting such leave, in triplicate, one copy for the Union, one for the employee and one for the Employer.

Leaves of absence shall not be granted for employees to work elsewhere or to venture into business.

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

Any employee's appointment or election to conduct union business shall be deemed good and sufficient reason for obtaining a leave of absence. Such employee shall be given, upon written notice from the Union to the Employer a leave of absence not to exceed one (1) year, which shall be extended yearly thereafter on request; provided the employee shall be continuously conducting Union business. Not more than three (3) employees shall be given leaves of absence under this section from any one Employer, unless authorized by the Employer.

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

#### ARTICLE VIII - CALL TIME

All employees shall report to the place to which they are ordered to report for work at the time specified. A worker who

is required to report for work and does report and does not commence work, shall be paid at least four (4) hours at the worker's hourly rate of pay or the worker's average hourly piece-rate earnings based on the preceding payroll week, whichever is greater.

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

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

#### ARTICLE IX - STAND-BY TIME

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

#### ARTICLE X - REST PERIODS

Rest periods shall be taken insofar as practical in the middle of each work period. Rest period time shall be based on the total

hours worked daily at the rate of ten (10) minutes per four (4) hours work or major fraction thereof. Rest period time shall be counted as hours worked.

ARTICLE XI - MAINTENANCE OF STANDARDS

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

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

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

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

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

employer, charges to employees may vary in keeping with changes in cost.

ARTICLE XII - PROTECTION OF RIGHTS

It shall not be a violation of this agreement and it shall not be cause for discharge or disciplinary action by the Employer if an employee refuses to go through an I.U.A.W. Union lawful primary picket line which has been sanctioned by the appropriate officials of the INTERNATIONAL UNION OF AGRICULTURAL WORKERS, and is against another Employer. Each individual employee shall have the right to make his free choice to cross or not cross any sanctioned picket line as defined above.

ARTICLE XIII - DISCRIMINATION

There shall be no discrimination in hiring or in conditions of employment based upon race, religion, color, age, sex, creed or national origin. It is agreed that this obligation includes, but is not limited to, the following: hiring, placement, upgrading, transfer, demotion, recruitment, advertising, solicitation for employment, and treatment during employment.

ARTICLE XIV - VISITATIONS

All agents of the Union shall have the right to visit properties of the Employer at all times and places, to conduct legitimate Union business; however, they shall not unduly interrupt operations.

ARTICLE XV - RIGHTS OF MANAGEMENT

All the functions, rights, powers and authority which the Employer has not specifically modified by this agreement are recognized by the Union as being retained by the Employer, including but not limited to: the exclusive right to direct the work force, the means and accomplishment of any work; the determination of size of crews or the number of employees and their classifications in any operation; the right to decide the nature of equipment, machinery, methods or processes used; the right to introduce new equipment, machinery, methods or processes; and the right to change or discontinue existing equipment, machinery, methods or processes.

ARTICLE XVI - NO STRIKE-NO LOCKOUT

The Union and the Employer agree that there shall be no lockouts, strikes, slowdowns, job or economic action, or other interference with the conduct of any of the Employer's business during the life of this agreement. The foregoing sentence shall not apply with respect to any supplemental agreement of this agreement after it expires even though it expires during the term of agreement, nor shall such sentence apply to economic action with respect to a dispute which the Union has with the Employer regarding employees of the employer not covered by this agreement or supplemental agreement of this agreement.

#### ARTICLE XVII - LABOR CONTRACTORS

The Employer agrees to maintain on its payroll employees supplied by a labor contractor or to be primarily responsible for compliance with the terms and provisions of this agreement. In any event, the Employer engaging such labor contractor shall be deemed the employer for all purposes under this agreement.

#### ARTICLE XVIII - PRESERVATION OF WORK

It is the intent of the parties that bargaining unit work shall be performed by or for the Employer under the terms of this agreement. The parties acknowledge that the nature of agriculture is such that subcontracting bargaining unit work may be necessary or proper under certain circumstances. However, said subcontracting shall not be done in subversion of this agreement. The action of individual Employers in performing particular work within the bargaining unit shall not be considered in determining the bargaining unit work of any other Employer.

#### ARTICLE XIX - NEW OPERATIONS

In the event any new or experimental operations, commodity, container or classification shall be installed by the Employer, the Employer shall have the right to temporarily set the wage scale or working conditions but shall notify the Union of such action and within fifteen (15) days thereafter the Union and the Employer shall agree upon a wage scale and working conditions. In the event such wage scale and working conditions cannot be agreed



upon mutually by the Employer and the Union, the same shall be submitted to the grievance and arbitration procedure for determination. Any wages agreed upon shall be effective from the installation of such new or experimental operations, commodity, container, or classification.

ARTICLE XX - UNION LABEL

The Employer is herewith accorded permission to display the appropriate I.U.A.W. label on all items of service or production produced by employees under the terms of this agreement. The execution of this agreement by the Union shall be deemed to be the written consent required by any applicable state or federal law.

Title to the Union label shall remain in the INTERNATIONAL UNION OF AGRICULTURAL WORKERS and shall be subject to revocation by them, upon reasonable notice in their sole discretion. In the event that the Union demands the return of such label, the Employer agrees that the same shall be returned forthwith, or agrees that in the event any such label cannot be so returned, then on demand by the Union, such label shall be completely obliterated.

ARTICLE XXI - DUES AND INITIATION FEES

The Employer agrees to deduct from the first pay in each calendar month from the earnings of its employees covered by this agreement pursuant to Article IV - Union Security, paragraph D. Deductions of union dues and/or initiation fees shall be forwarded

to the designated office of the INTERNATIONAL UNION OF AGRICULTURAL WORKERS. The Employer shall include a report of all employees covered by this agreement listed by name and social security number.

Union dues and/or initiation fees deducted pursuant to this agreement shall be forwarded with the report described in the above paragraph to the union prior to the tenth (10th) day of the succeeding month.

OK ARTICLE XXII - RECORDS

The Employer shall keep full and accurate records, including total hours worked, piece rate or incentive records, total wages and total deductions. Workers shall be furnished a copy of the itemized deductions each payday. Upon request, the daily record of piece rate production for a crew shall be made available to any interested member of the crew, and shall include the size of the crew and the name of each crew member.

The Union shall have the right, upon reasonable notice given to the Employer, to examine time sheets, work production and other records that pertain to worker's compensation.

OK ARTICLE XXIII - WORK RULES

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

ARTICLE XXIV - DISCHARGE AND WARNING NOTICES

The Employer will not discharge or suspend any employee without just cause, but in respect to discharge or suspension, the Employer shall give at least one warning notice before such action is taken, except in the case of dishonesty, flagrant insubordination or drinking intoxicating beverages, when no warning notice will be required.

Warning notices must be issued within seventy-two (72) hours after the occurrence or discovery of the violation claimed by the Employer in such warning notice. Such warning notice shall be given to the employee in writing and a copy mailed to the union at the time of issuance.

Any warning notice shall be considered to be automatically protested.

A warning notice shall remain in effect for a period of six (6) months from date of issuance only.

OK ARTICLE XXV - BULLETIN BOARDS

The Employer shall provide bulletin boards at suitable and conspicuous locations on the premises, upon which the Union may post notices.

OK ARTICLE XXVI - GRIEVANCE AND ARBITRATION PROCEDURE

A. Should any dispute arise as to the meaning or interpretation of any provisions of this agreement or supplements thereto, the parties hereto agree to resolve such disputes in the following manner:

Step One- If the parties are unable to amicably resolve a dispute, the complaining party or a representative shall reduce said dispute to writing. The aggrieved party shall present the grievance to the other party within thirty (30) calendar days from the date of occurrence of the grievance or the discovery thereof, or the grievance shall be deemed waived. Grievances on discharge shall be filed within ten (10) calendar days from the date of discharge or shall be deemed waived.

Step Two- If settlement is not reached under Step One, the party receiving the written grievance shall notify the other in writing as to its position on the grievance, within one (1) week of the date of receipt of the grievance, or the parties shall immediately proceed to Step Three. In any event, the party receiving the grievance must respond in writing within thirty (30) calendar days or that party will be deemed to have waived any objections to the merit of the grievance.

Step Three- If the foregoing fails to produce settlement, the parties shall meet within one (1) week for the purpose of selecting a mutually satisfactory arbitrator to hear and determine the dispute. If the parties cannot agree upon the selection of an arbitrator, then the arbitrator for the specific grievance in question shall be selected from a list of thirteen (13) names which have previously been requested by the Employer and the Union for the geographic area within which the grievance arose. The Union and the Employer

shall select an arbitrator through the process of elimination by striking alternately one (1) name from the applicable list. The party that requested arbitration shall strike the first name. The name remaining after each party has stricken six (6) shall be the person designated as the arbitrator for the matter, provided that the person is available for a hearing within forty-five (45) days.

The arbitrator is to render a bunch decision, unless either party requests a written decision. In such case, the arbitrator shall render his written decision within thirty (30) days following conclusion of the hearing or after the date for filing briefs, whichever is later. Briefs may be filed by either party, but in any event they shall be filed no later than fifteen (15) days after conclusion of the hearing.

B. Upon execution of this agreement and annually thereafter, if requested by either party, a panel of arbitrators shall be requested from the Federal Mediation and Conciliation Service for use in determining arbitrators as described above.

C. Compliance Arbitration. After Step One has been completed, the following procedures shall be in lieu of Steps Two and Three of the grievance procedure for grievances relating to Employer's failure to provide contracted-for health insurance, supplemental benefit, vacation pay, unemployment insurance, or wages where there is no question raised about an employee's appropriate job classification or failure of an employer to comply with paragraphs B and D of the Union Security Article IV of this Agreement. Such

grievances shall be referred to an arbitrator selected by the Employer and the Union, pursuant to their mutual agreement, or if there is no mutual agreement, from a list of seven (7) arbitrators furnished by the Federal Mediation and Conciliation Service. Such arbitrator is subject to replacement each six (6) months, at the request of either party.

No grievance filed pursuant to this section shall be delayed more than twenty-one (21) days from date of filing until hearing before the arbitrator. After the hearing is scheduled, provided that notice is given to both parties at least ten (10) days before such hearing, if either party fails to attend the hearing or arrange for representation, the arbitrator shall proceed with the matter and render a bench decision on the basis of evidence submitted.

D. Either party's failure or refusal to submit to or proceed with arbitration or to comply with the final arbitration award shall make that party liable for reasonable attorneys' fees and court costs which may include, but not be limited to, audit costs of the other party.

E. Time limits set forth herein shall equally bind each party to this agreement; and grievances not processed within the specified time limits, unless extended in writing by mutual agreement, shall be considered as waived or admitted.

F. The decision of the arbitrator shall be final and binding on all parties involved in such controversy or grievance, and shall

conclusively determine the dispute.

G. Each party shall bear the cost of presenting its own case. The arbitrator's fees and expenses shall be equally divided between the parties, except as provided in paragraph D above.

H. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this agreement.

ARTICLE XXVII - TRAINING PROGRAM

Because of the changing nature of agricultural employment and the skills which will be needed of agricultural employees in the future, the Employer and the Union agree to cooperate with and promote training programs for the farm workers whether such programs are originated through the Union, Employer or federal, state or local authorities. In addition, the Employer and the Union will seek to encourage the establishment of such training programs.

ARTICLE XXVIII - HEALTH AND WELFARE

The International Union of Agricultural Workers and the Employer have agreed that the Company shall provide a health and welfare plan for eligible employees and their families providing the same benefits as Western Growers Assurance Trust Plan 24, with the following coverage: vision care benefits of 100% of schedule; effective August 1, 1979 additional coverage equivalent to \$6.00 in additional premiums shall be added to the Plan; effective August 1, 1980 further additional coverage equivalent to \$6.00 in additional premiums shall be added to the Plan. The specific additions to the Plan shall be mutually agreed upon by the

parties. The cost of this plan shall be borne by the Employer. Payment of premiums shall be made by the tenth (10th) day of each current month during the period of this agreement.

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

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

No later than the first (1st) day of the month following the month in which an employee is laid off, the Employer will notify the Union whether or not such employee is an eligible employee. At the time that the employee is given his last paycheck or within 48 hours thereafter, such notice shall be given to the employee. In the event that the Employer fails to give such notice to the employee, then the Employer shall be obligated to pay the insurance



premium on behalf of that employee for the month for which such notice is not given. Deposit of such notice in the U.S. mail, postage prepaid, properly addressed, shall constitute such notice. Personal service of such notice on the employee and the Union shall meet the requirements of this article. The last address given by the employee may be used by the Employer for the purpose of such notice.

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

ARTICLE XXIX - SUPPLEMENTAL BENEFIT

The Employer shall contribute as a supplemental benefit, in lieu of a pension program, twenty cents (20¢) per hour for each and every hour worked or paid for, excluding hours paid for holidays, for each employee covered by this agreement.

Beginning July 16, 1979 the contribution of the Employer under this Article shall be increased to twenty-five cents (25¢) per hour for each and every hour worked or paid for, excluding hours paid for holidays, for each employee covered by this agreement.

Beginning July 16, 1980 the contribution of the Employer under this Article will be increased to thirty-cents (30¢) per hour for each and every hour worked or paid for, excluding hours paid for holidays, for each employee covered by this Agreement.

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

A summary report including the names, social security numbers and number of hours worked for each employee under this agreement including those paid on a piece-rate basis, shall be remitted to the Union office prior to the tenth (10th) day of each month.

#### ARTICLE XXX - VACATION BENEFITS

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

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

2. When an employee has maintained his seniority for eleven (11) months, he shall be entitled to a vacation in the following year, the "vacation year," based upon the number of hours worked during his preceding year of employment, the "qualifying year", as follows:

(a) 500 to 999 hours- 1% of employee's gross Employer earnings during the "qualifying year" as vacation pay;

(b) 1,000 hours or more- 2% of employee's gross Employer earnings during the "qualifying year": as vacation pay.

3. When an employee has maintained his seniority for four (4) years prior to the beginning of the "vacation year" and has worked the hours set forth above in subparagraph 2. in the "qualifying year," he shall be entitled to double the amount of vacation pay set forth above.

B. Requirements and Rights applicable to vacations:

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

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

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

4. Vacation pay shall be paid normally at the end of each season or at such other time as may be mutually agreed upon between the Employer and the employee. However, where an employee has not maintained his seniority for eleven (11) months at the end of a season, that employee shall be entitled to vacation pay

no later than two weeks after maintaining his seniority for the required period.

ARTICLE XXXI - HOURS AND WAGES

A. All hours on the job, including time standing by, shall be counted as hours worked for the purpose of qualifying for all fringe benefits of this agreement.

B. Wages and additional provisions shall be set forth in the addendum attached hereto.

ARTICLE XXXII - HOLIDAYS

Holidays Paid if Worked:

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

Holidays Paid Whether Worked or Not (Paid Holidays):

The following holidays shall be paid for at eight (8) times the employee's hourly rate, or piece rate average hourly earnings, within the commodity, whether worked or not. Piece rate average hourly earnings shall be computed as the crew average piece rate hourly earnings earned in the preceding payroll period.

Labor Day, Christmas, Memorial Day, July 4th and Good Friday.

Eligibility for Paid Holidays:

1. The employee must be a seniority employee who worked at least five (5) days within the fourteen (14) days immediately

preceding the holiday; and

2. The employee must also have worked his last regularly scheduled work day before the holiday or the next regularly scheduled work day after the holiday.

3. An employee who is absent from either the last regularly scheduled work day before the holiday or the next regularly scheduled work day after the holiday because of excused illness shall qualify for holiday pay provided the employee qualifies under 1. above.

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

#### ARTICLE XXXIII - OVERTIME

All hours worked by hourly and piece rate employees on Sunday shall be paid at one and one quarter (1½) times, the employees regular hourly rate or piece rate average hourly earnings.

Hourly workers required to work over ten (10) hours in any calendar day shall be paid at the rate of one and one-half (1½) times their regular hourly rate for hours worked in excess of ten (10) hours. This paragraph shall not apply to irrigators.

#### ARTICLE XXXIV - FUNERAL LEAVE

In the event of a death in the immediate family (father, mother, wife, husband, son, daughter brother, or sister) a seniority employee shall be entitled to what he would have earned had he been working for the company, not to exceed three (3) days, to make funeral arrangements and to attend the funeral. A leave of absence without pay shall be granted, upon request, for such additional time as the employee requires, pursuant to Article VII Leaves of Absence.

ARTICLE XXXV - JURY DUTY

When an employee is first notified of a call for jury duty he shall immediately inform the Employer in writing of such notification. If a seniority employee serves on a jury, he shall be paid by the Employer the difference between the fees he receives as a juror and what he would have received had he been working for the Employer instead of serving on the jury.

ARTICLE XXXVI - INJURY ON THE JOB

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

ARTICLE XXXVII - TRAVEL ALLOWANCE JK

A. When Employer furnished transportation is available, only employees using such transportation shall receive daily travel allowance. It shall be based upon the following schedule, from the usual and customary point of origin at which Company transportation is furnished, to the work site.

When Employer furnished transportation is not available, employees furnishing their own transportation shall receive daily travel allowance as provided above.

Travel allowance shall be at the minimum hourly guaranteed rate of pay.

DAILY TRAVEL ALLOWANCE SCHEDULE

40-64 road miles - ½ hour each way  
65-89 road miles - 1 hour each way  
90-119 road miles - 1½ hours each way  
120 and over road miles - 2 hours each way

B. No Employer will reduce the level of travel pay benefits provided prior to this agreement.

OK ARTICLE XXXVIII - PROTECTIVE CLOTHING

The Employer shall furnish legally required safety equipment, protective clothing (including raincoats, rain hats, rain pants and boots when required, and gloves for loading crews when requested. This shall include exchanges thereof at no cost to the employees. The employee shall be responsible for those items issued to him and shall be required to return said items in good condition, reasonable wear and tear excepted, prior to receiving his last check.

OK ARTICLE XXXIX - UNEMPLOYMENT INSURANCE

The Employer agrees to bring all employees covered by this agreement under State Unemployment Insurance provisions in every state covered by this agreement when permitted by that state's law and, in accordance with their procedures, to assume and to pay the level of employer payroll taxes required for coverage.

ARTICLE XL - EMPLOYEE PAY RECORDS

Each employee shall be furnished a copy of the hourly rates, hours worked, piece rate production, and total wages, each payday.

ARTICLE XLI - GOVERNMENT CONTROLS

If any provision of this agreement may not be put into effect because of applicable legislation, Executive Orders or Regulations dealing with wage and price stabilization, then such provision, or any part thereof, including any retroactive requirement thereof, shall become effective at such time, in such amounts, and for such periods, retroactively and prospectively, as will be permitted by law at any time during the life of this agreement and any extension thereof. The Employer agrees to cooperate with the Union in seeking approval of any monetary amounts in excess of those amounts allowed by such Cost of Living Council or the Executive Orders of Regulations dealing with wage and price stabilization.

If the Federal Government institutes wage controls in any form and any portion of this collective bargaining agreement is deferred or cut back the parties shall meet promptly to attempt to allocate the monetary equivalent of the disapproved wages or benefits in a manner that would result in government approval.

ARTICLE XLII - SEPARABILITY

The provisions of this agreement are subject to limitations of any applicable State or Federal law; and in the event any portion of such law affects the validity of any portion hereof, that portion



of this agreement shall no longer be applicable or legal in accordance with such laws; but such laws will not terminate, invalidate or affect the remainder of this agreement.

ARTICLE XLIII - TERM OF AGREEMENT

This agreement shall be in full force and effect from October 17, 1978 and shall continue in full force and effect through July 15, 1982. This agreement shall automatically renew itself from year to year from the expiration date hereof unless either of the parties shall give notice in writing to the other party sixty (60) days prior to the expiration, requesting negotiations for a new agreement or modification of this agreement, together with thirty (30) days prior written notice to the State Conciliation Service or similar state agency, if any.

The effective date of this agreement with respect to company contributions to and worker eligibility for the Health Plan and Supplemental Benefit Fund shall be retroactive to September 25, 1978. All remaining Articles are effective the date of execution as specified at the end of this agreement.

Executed at Santa Maria, California, this 20th day of October, 1978.

R.F. Donovan Farms, Inc.  
R.F. Donovan Farms

By:

R.F. Donovan

Tani Farms

By:

Joseph J. Tani

International Union of  
Agricultural Workers

By:

Esteban Castro

Papa Rabara

Lorenzo Medina

Edgar M. Vega

Jose Medina

Jesus Tomillo

APPENDIX A

R.F. DONOVAN FARMS  
R.F. DONOVAN FARMS, INC.  
P.O. Box 1669  
Santa Maria, Ca. 93456

TANI FARMS  
P.O. Box 1846  
Santa Maria, Ca. 93456

ADDENDUM A

TRACTOR OPERATORS

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

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

Effective 10/17/78:	\$4.48
Effective 7/16/79 :	\$4.68
Effective 7/16/80 :	\$4.88
Effective 7/16/81 :	\$5.08

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

Effective 10/17/78 :	\$4.37
Effective 7/16/79 :	\$4.57
Effective 7/16/80 :	\$4.77
Effective 7/16/81 :	\$4.97

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

Effective 10/17/78:	\$4.12
Effective 7/16/79 :	\$4.32
Effective 7/16/80 :	\$4.52
Effective 7/16/81 :	\$4.72

Night Shift Differential - A tractor operator on any shift who performs at least 50% of his work between the hours of 6:00 p.m. and 6:00 a.m. shall receive a premium of 15¢ per hour for all hours for such shift.

FIELD FORKLIFT OPERATOR

A Field Forklift Operator is to be paid the above rate for all hours worked, on a daily basis, regardless of the actual hours worked in any given day on a forklift.

Effective	10/17/78:	\$4.48
Effective	7/16/79 :	\$4.68
Effective	7/16/80 :	\$4.88
Effective	7/16/81 :	\$5.08

WATER TRUCK DRIVER

Water Truck Driver shall receive this rate of pay for all hours worked as a Water Truck Driver with a one hour minimum guarantee per day.

Effective	10/17/78:	\$4.37
Effective	7/16/79 :	\$4.57
Effective	7/16/80 :	\$4.77
Effective	7/16/81 :	\$4.97

TRAILER PULLER FULL-TIME

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

Effective	10/17/78:	\$3.92
Effective	7/16/79 :	\$4.12
Effective	7/16/80 :	\$4.32
Effective	7/16/81 :	\$4.52

TRAILER PULLER - PART TIME

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

Effective 10/17/78: \$3.80

Effective 7/16/79 : \$4.00

Effective 7/16/80 : \$4.20

Effective 7/16/81 : \$4.40

ADDENDUM B

GENERAL FIELD HARVESTING, PRE-HARVESTING, HOEING AND IRRIGATING

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

Effective 10/17/78:	\$3.65
Effective 7/16/79 :	\$3.85
Effective 7/16/80 :	\$4.05
Effective 7/16/81 :	\$4.25

ADDENDUM C

LETTUCE HARVEST

Conventional Trio Ground Pack Operation:

Effective 10/17/78: \$.52  
Effective 7/16/79 : \$.545  
Effective 7/16/80 : \$.57  
Effective 7/16/81 : \$.60

The piece-rates shall be divided among the crew in accordance with their present practice unless otherwise agreed-to between members of the crew and the Company. The crew consists of cutters, trimmers, pick-up, packers, and the closers.

An additional seven (7) cents per carton shall be paid for two-and one-half (2½) size lettuce.

For the second cutting of lettuce, an additional ten (10) cents per carton shall be paid to the crew.

Piece-rate lettuce harvest crews who are required to stand by waiting for an order shall be paid for all time standing by in excess of twenty (20) minutes a day, at the hourly piece-rate average earnings based on the previous week's payroll.

The lettuce piece-rate harvest crews shall be paid for the second (2nd) and subsequent moves from ranch to ranch in any one (1) day after the initial reporting, at one-half (½) hour's pay at the average hourly piece-rate earnings based on the previous payroll week.

The Company agrees not to require piece-rate lettuce harvest crews to work more than eight (8) work hours in any given day. It shall not be a violation of this agreement for crews to work more than eight (8) hours. A premium of ten cents (10¢) per carton shall be paid for all cartons packed after the crew has worked eight (8) work hours in any given day.

WATER BOY

When paid on an hourly basis, for all hours worked:

Effective 10/17/78: \$3.65  
Effective 7/16/79 : \$3.85  
Effective 7/16/80 : \$4.05  
Effective 7/16/81 : \$4.25



PIECE RATE FOR THINNING (per acre)

Effective 10/17/78:	\$44.43
Effective 7/16/79 :	\$45.76
Effective 7/16/80 :	\$47.60
Effective 7/16/81 :	\$49.50

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

ADDENDUM D

ARTICHOKES - FIELD HARVEST

The minimum hourly rates of pay for the combination job of picking, irrigating, stumping, hoeing, replanting, slug baiting, and mouse baiting shall be as follows:

Effective 10/17/78:	\$3.69
Effective 7/16/79 :	\$3.85
Effective 7/16/80 :	\$4.05
Effective 7/16/81 :	\$4.25

ADDENDUM E

BROCCOLI HARVEST

Weight Method of Payment.

It is agreed that piece rates per packed-out pound for fresh pack and frozen pack shall be negotiated at such later time as the IUAW is certified by the Agricultural Labor Relations Board as the bargaining representative of agricultural employees working for a major broccoli, harvesting enterprise in the Santa Maria area. Tani Farms and R.F. Donovan Farms agree to make the broccoli rate negotiated at that time retroactive to the effective date of the newly negotiated lettuce piece rate under this agreement for employees involved in their broccoli operations.

SUPPLEMENTAL AGREEMENT

R.F. DONOVAN FARMS, INC., R.F. DONOVAN FARMS, TANI FARMS

AND

INTERNATIONAL UNION OF AGRICULTURAL WORKERS

This agreement between R.F. Donovan Farms, Inc., R.F. Donovan Farms and Tani Farms and the International Union of Agricultural Workers supplements Article XXVIII - Health and Welfare in the October 17, 1978 - July 15, 1982 agreement between the parties.

R.F. Donovan Farms, Inc., R.F. Donovan Farms and Tani Farms agree to provide their field agricultural workers with Western Growers Assurance Trust Plan 24 insurance coverage, as modified by Article XXVIII of the above agreement, for the duration of that agreement.

Executed this 20th day of October, 1978.

R.F. DONOVAN FARMS, INC.  
R.F. DONOVAN FARMS

By:

*R.F. Donovan Farms, Inc.*

INTERNATIONAL UNION OF  
AGRICULTURAL WORKERS

By:

*Arthur Costa*

TANI FARMS

By:

*Yvette J. Janni*

RECEIVED FEB 6 1979

MEMORANDUM OF UNDERSTANDING

The following is a Memorandum of Understanding agreed to and accepted by and between R.F. Donovan Farms, Inc., R.F. Donovan Farms, Tani Farms, Koyama Farms, Betteravia Farms, and Point Sal Growers and Packers, hereinafter referred to as "Employers", and the International Union of Agricultural Workers, hereinafter referred to as "Union".

The Employers and the Union hereby agree that Addendum E, Broccoli Harvest in the 1978-1982 Santa Maria Area Field Labor Agreement shall read as follows:

ADDENDUM E

BROCCOLI HARVEST

The piece rate to be paid shall be as follows:

Fresh Pack-Per Carton:

Effective	10/17/78:	\$ .344
Effective	7/16/79:	\$ .365
Effective	7/16/80:	\$ .386
Effective	7/16/81:	\$ .407

Frozen Pack-Per Packed Out Pound

Effective	10/17/78:	1.90¢
Effective	7/16/79:	1.97¢
Effective	7/16/80:	2.07¢
Effective	7/16/81:	2.18¢

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The crew consists of cutters who cut, strip and load in baskets. The piece-rate shall be divided among the crew in accordance with their present practice unless otherwise agreed to between members of the crews and the Employer.

Part-time Tractor Driver-One hour guaranteed per day:

Effective	10/17/78:	\$3.80
Effective	7/16/79:	\$4.00
Effective	7/16/80:	\$4.20
Effective	7/16/81:	\$4.40

PIECE RATE FOR THINNING (per acre)

Effective	10/17/78:	\$44.43
Effective	7/16/79:	\$45.76
Effective	7/16/80:	\$47.60
Effective	7/16/81:	\$49.50

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

It is understood that the effective date of October 17, 1978 in Addendum E applies only to R.F. Donovan Farms, Inc., R.F. Donovan Farms and Tani Farms. The effective date of Addendum E for Koyama Farms is November 14, 1978. The effective date of Addendum E for Betteravia Farms and Point Sal Growers and Packers is January 19, 1979.

Dated this 30th day of January 1979.

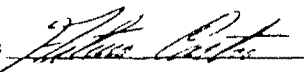
R.F. DONOVAN FARMS, INC.  
R.F. DONOVAN FARMS

INTERNATIONAL UNION OF  
AGRICULTURAL WORKERS

BY:



BY:



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TANI FARMS

BY: *Yoshiyuki Tani*

KOYAMA FARMS

BY: *Shigeo Koyama*

BETTERAVIA FARMS

BY: *A. M. Linn*

POINT SAL GROWERS AND PACKERS

BY: *P. J. Felner*

APPENDIX C

CABBAGE HARVEST

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

Effective 7/1/78: \$3.65

Effective 7/16/79: \$3.85

Effective 7/16/80: \$4.05

Standard Carton - per container

The piece rate to be paid shall be as follows:

Effective 7/1/78: \$.54

Effective 7/16/79: \$.56

Effective 7/16/80: \$.58

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



APPENDIX

CELERY RATES

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

Effective:	5/28/78	\$3.65
Effective:	7/16/79	\$3.85
Effective:	7/16/80	\$4.05

CELERY TRANSPLANTING: (per flat averaging 105 plants)

Effective:	5/28/78	\$.326
Effective:	7/16/79	\$.336
Effective:	7/16/80	\$.350

CELERY HARVEST- (Conventional Group Pack Operation) cartons or wirebounds

Effective:	5/28/78	\$.80
Effective:	7/16/79	\$.83
Effective:	7/16/80	\$.85