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AGRICULTURAL AGREEMENT

BETWEEN

SENINI ARIZONA INC. COMPANY

AND

Campesinos Independientes
Independent Farms Workers



ARTICLE I:

PREAMBLE

Section A. Parties:

This Agreement is between the Employer, Senini of Arizona, Inc., and the Union, Campesinos Independientes, for the benefit of the Employees of the Employer.

Section B. Scope:

1. This Agreement shall cover and be for the benefit of all permanent Employees of the Employer's agricultural operations in the State of Arizona.

2. Excluded from coverage of this Agreement are supervisors, officer clerical employees, security guards, members of the immediate families of Employer's owners, and employees whose collective bargaining rights are represented by another certified union.

3. Crew leaders who do not have authority to exercise independent judgement in the course of their supervisory duties are not excluded from coverage under this Agreement.

Section C. Intent:

The Employer recognizes the Union as the certified bargaining representative for its Employees under the laws of the State of Arizona. The Employer and the Union have negotiated in good and have reached this Agreement covering the working conditions and for the benefit of the Employees. The Employer and the Union have further agreed to act in good faith for the purpose of implementing this Agreement.

Section A. Qualification:

In the event that an employee becomes a permanent Employee, he or she shall have attained seniority as of the date of hire.

Section B. Application:

Seniority shall prevail in layoffs, recall and the filling of vacancies, provided that the Employee is competent to do the work. The Employer shall have the sole right to determine whether the Employee is competent, but such right shall not be exercised arbitrarily. If an employee is not found competent to fill a vacancy in another classification after a reasonable amount of time, he or she shall return to their prior job classification without loss of seniority. While the Employer has the sole right to determine which job classification an Employee shall work in, the Employer agrees not to change an Employee's job classification arbitrarily.

Section C. Loss Of Seniority:

Seniority shall be lost for the following reasons:

1. Voluntarily quitting;
2. Discharge for just cause;
3. Failure to report within three (3) working days after being recalled from layoff unless reasons satisfactory to the Employer are given within seven (7) working days after being recalled. The Employer may request written proof of such reasons.
4. Failure to report for work at the end of a leave of absence or vacation without an approved extension;
5. Three (3) consecutive unexcused absences shall be considered a voluntary quit unless reasons satisfactory to the Employer are given within seven (7) days from the date of the first absence. The Employer may request written proof of such reasons.

Section D. Reestablishing Seniority:

Any Employee who is rehired after having lost seniority as provided above shall establish a new seniority date as of the date of rehire.

Section E. Conflicts:

Where more than one Employee has the same date of hire, the Employee with the lower last four digits in his or her social security number shall have the higher seniority.

Section F. Intent:

The Parties understand and agree that in work performed in certain commodity groups, it is customary for families and/or certain employees to work together. The Parties agree to interpret this Article as far as possible toward that end.

Section G. Seniority Lists:

The Employer agrees to provide the Union with an updated seniority list every ninety (90) days beginning with the execution of this Agreement, containing each Employee's name, social security number and date of hire. Objections to the seniority list shall be waived unless made within one (1) month of the date such list is provided to the Union.

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Section A. Intent:

The Employer and the Union both agree that the safety of the Employee is a major consideration of this Agreement. To this end, all of the Parties, including the Employees, shall work together to insure that safe working conditions and practices exist and are followed.

Section B. Duties:

Each of the Parties shall have the following duties under this Agreement:

1. The Employer agrees to abide by and comply with all applicable Federal and State laws, rules and regulations promulgated for the safety of employees, and shall work with the Union and the Employees in correcting safety problems, and shall further promulgate particular safety rules for its agricultural operations.
2. The Union agrees to cooperate with the Employer in insuring that Employees institute safe working habits and follow the Employer's safety rules. The Union further agrees that the grievance procedure is the sole method for redressing safety problems and that Article VIII, No Strike, No Lockout applies fully to health and safety matters.
3. The Employees agree to follow all safety rules and supervisor's orders concerning safety. Any failure or refusal to do so after a single warning is subject to discipline and/or discharge.
4. No Employee shall be required to work in any operation which is imminently hazardous to his health or safety. An Employee who has notified the Employer of the existence of such a condition shall not be discharged because he has 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 IV.

HEALTH AND WELFARE

The Parties agree that a health and welfare plan for the Employees is essential to this Agreement. The specific plan and eligibility and reporting requirements are attached hereto as Exhibit "A", and may be amended upon mutual written agreement of the parties.

ARTICLE V.

CHECK-OFF

The Company shall furnish employees at the time of hire, dues check-off authorization forms as provided by the Union. Upon written authorization by the employee, the Company 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 day of the succeeding date of the month.

The Union shall indemnify, defend and hold the Company 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 Company for the purpose of compliance with any of the provisions of this Article.

ARTICLE VI.

LEAVES OF ABSENCE

Section A. Duration:

Leaves of Absence without pay may be granted for a period not to exceed one (1) month. However, leaves may be extended for additional time when necessary. All leaves and extensions are subject to approval by the Employer in its discretion upon a satisfactory showing of necessity.

Section B. Application:

All applications for leaves and/or extensions must be made in advance and are valid only upon written approval by the Employer, upon forms signed by representatives of both the Employer and the Union. Seniority shall accrue during all leaves and extensions.

Section C. Purpose:

Leaves may be granted to allow an Employee to conduct Union business upon written proof from the Union. Leaves shall not be granted for Employees to work elsewhere or to venture into business.

ARTICLE VII.

IN LIEU OF PENSION

The parties agree that the Employer shall pay ten cents (\$.10) per hour to each employee as additional wages in lieu of a pension plan after such Employee has obtained one (1) year seniority.

ARTICLE VIII. NO STRIKE, NO LOCKOUT

Section A. Intent:

The Parties agree that the continued, uninterrupted operation of Employer's business is essential to this Agreement, and is beneficial to the Parties' interests, including the interests of the Employees.

Therefore, the Parties 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 operations during the life of this Agreement and/or the application of the Grievance and Arbitration Procedure, which may be effective after the expiration of this Agreement.

Section B. Obligations:

If any of said events occur, the officers and/or representatives of the Union shall take affirmative action and do everything within their power to avert such activity. It is also recognized that discipline for violation of this Article need not be equal among all violators. Officers and stewards bear a special responsibility for observance of this Article and the degree of discipline shall rest in the discretion of the Employer. Furthermore, Employees covered by this Agreement shall not engage in any strike, slowdown, job or economic action, or other interference with the conduct of the Employer's operations, with or without the approval of the Union, during the life of this Agreement and/or the application of the Grievance and Arbitration Procedure, which may be effective after the expiration of this Agreement.

Section C. Remedies:

Nothing in this Agreement shall preclude the Employer from seeking enforcement under this Article by such legal or equitable relief as may be available to it without first involving the procedures established in the Grievance and Arbitration Article or this Article.

ARTICLE IX.

RIGHTS OF MANAGEMENT

The Employer hereby reserves and/or retains all of the traditional and legal functions, rights, powers, and authority which the Employer has not specifically modified by this Agreement. The Union hereby acknowledges and/or retention by the Employer. Rights of Management includes, but is in no way limited to exclusive rights to direct the workforce, the means and accomplishment of any work, the determination of the size of crews and/or the number of employees in any classification in any operation, the right to decide the nature and use of equipment, machinery, methods or process used, crops, the right to introduce any new equipment, machinery, methods or process, or the change or discontinue any existing equipment, machinery, methods, processes, or crops. The Employer also retains the right to assign and/or transfer employees, to determine whether and when overtime shall be worked, and whether to require overtime.

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ARTICLE X. REPORTING AND STANDBY TIME

Section A. Reporting Time:

All Employees shall report at the time and place to which they are ordered to report for work. An Employee who does so report for work, but who is not furnished work, shall be paid at the Employee's hourly rate of pay or at the Employee's average hourly piece-rate earnings based on the preceding payroll period.

If less than four (4) hours of work is provided, the Employee shall be paid at least four (4) hours at the Employee's hourly rate of pay or at the Employee's average hourly piece-rate based on the preceding payroll period.

However, in the event that no work or less than four (4) hours of work is provided because of rain, frost, government condemnation of crop, or other causes beyond the control of the Employer, the preceding paragraphs of this Section shall not apply.

Section B. Standby Time:

Employees shall be informed before leaving work of the reporting time for the following day to the extent possible. If an Employee reports at the time given, but no work is possible due to rain, frost or because of other causes, the Employer may request that the Employee report back the same day at a later time. The decision to have the Employees either standby or report back at a later time must be made within thirty (30) minutes. If the Employee reports back, but work is still not able to proceed, the pay guarantee under Section A, above, shall then apply. However, under such circumstances, the third paragraph of Section A shall then not be applicable.

ARTICLE XI.

REST PERIODS

Employees shall have rest periods of fifteen (15) minutes each, which insofar as practical, shall be in the middle of each continuous four (4) hour work period. Rest periods shall not be required for work periods less than four (4) hours.

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ARTICLE XII.

NEW OPERATIONS

In the event any new or experimental operations, commodity, contained, 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 within fifteen (15) days thereafter. The Parties shall then attempt to agree upon a wage scale and working condition. In the event such wage scale and working conditions cannot be agreed upon mutually between 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 date of installation of such new or experimental operations, commodity, contained, or classification.

ARTICLE XIII.

DISCRIMINATION

There shall be no discrimination in hiring or in conditions of employment based on race, religion, color, age, sex, creed or national origin.

All Agents and/or representatives of the Union shall have the right to visit properties of the Employer at all times and places to conduct legitimate Union business; however, such agents and/or representatives shall not interrupt operations. Such visitations shall be conducted under the following conditions:

1. That within twenty (20) days after the signing of this Agreement the Union provides the Employer with a written list of all individuals authorized as agents and/or representatives of the Union. Said list shall be updated whenever another individual is added as an agent and/or representative. Such an update must precede any visit by any new agent and/or representative.

2. The Union shall give notice to the Employer of any visit in advance, and insofar as possible at least the day before.

3. The agent shall notify the foreman at the particular field being visited and provide identification to the foreman upon request.

4. Such visits shall be only for Union business in regards to this Agreement.

ARTICLE XV. DISCIPLINE AND DISCHARGE

The Employer will not discharge or suspend any employee without just cause. It is agreed that the Employer may give up to two (2) warning notices before any disciplinary action or discharge is taken, however, in the case of tardiness or nonconsecutive, unexcused absences, three (3) warning notices shall be required before any disciplinary action or discharge is taken. In any case, no warning notices are necessary in the case of dishonesty, insubordination, intoxication, or physical assault. Warning notices must be issued within seventy-two (72) hours after the occurrence or discovery of the violation thereof claimed by the Employer. Such warning notice shall be given to the Employee in writing. Any warning notice shall be considered automatically protested. A warning notice shall remain in effect for six (6) months from the date of issuance, however, in the case of a warning notice due to destruction or damage to Company property or private property, such warning notices shall remain in effect for twelve (12) months.

ARTICLE XVI. DUES AND INITIATION FEES

Union dues or initiation fees deducted from Employee's checks pursuant to Article 5 shall be forwarded to the Union's office at P.O. Box 444, Somerton, Arizona 85350. Such report shall include employees 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 day of the succeeding month.

ARTICLE XVII. PROTECTIVE EQUIPMENT

The Parties agree that certain equipment shall be provided. Since needs of Employees generally change, the Parties agree that the current agreement as to such needs shall be attached hereto as Exhibit "B", which may be modified in writing by mutual agreement of the Parties as needed.

ARTICLE XVIII. GRIEVANCE AND ARBITRATION

Except as provided in Article VIII, No Strike, No Lockout, the parties to this Agreement agrees 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 and Arbitration Procedure of this Agreement shall be the exclusive remedy with respect to any disputes arising under this Agreement, and no other remedy shall be utilized by any person with respect to any dispute involving this Agreement until the Grievance Procedure has been exhausted.

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 seven (7) calendar days from the date of occurrence of the grievance or discovery thereof or the grievance shall be deemed waived. Grievances for suspensions or discharge shall be filed within three (3) calendar days from the date of the suspension or 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 as to its position on the grievance within fifteen (15) days of receipt of the grievance, or the parties shall immediately proceed to Step Three.

Step Three: If the foregoing fails to produce a 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 eleven (11) names requested by the aggrieved party from the Federal Mediation and Conciliation Service. The arbitrator shall be selected 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 struck (5) names shall be the person designated as the arbitrator for the matter, provided the person is available for a hearing within a mutually agreeable time. The arbitrator is to render a bench decision, unless either party requests a written decision. In such case the arbitrator shall render his written decision within thirty (30) days following the conclusion of the hearing or after the date for filing brief which ever is later.

Briefs may be filed by either party, but in any event shall be filed no later than fifteen (15) days after the conclusion of the hearing.

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 waived.

The decision of the arbitrator shall be final and binding on all parties and shall conclusively determine that dispute.

Each party shall bear the costs of presenting its own case. The arbitrators fees and expenses shall be equally divided between the parties.

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

Section A.:

Employees shall be entitled to vacations as set forth in accord 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 hours to 999 hours - 1% of employee's gross Company earnings during the "qualifying year" as vacation pay;
 - (b) 1,000 hours or more - 2% of employee's gross Company 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 shall have worked the hours set forth above in subparagraph (2) in the "qualifying year", he shall be entitled to double the amounts of vacation pay set forth above.

Section 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 Company to qualify for vacation pay.
2. Vacation periods shall be arranged by mutual agreement between the Company and the employee and shall be taken at such as will cause the least inconvenience to the Company.
3. The employee who has been or shall be discharged or has or shall voluntarily terminate his employment with the Company shall be entitled to vacation pay, provided he has met the eligibility and qualifications of this article.
4. Vacation pay shall be paid on the 31st of December of each year.

ARTICLE XX.

HOLIDAYS

Commencing with the effective date of this contract, New Years day, Labor day, Thanksgiving day, Christmas day and July 4th, shall be paid holidays.

To be eligible for a paid holiday not worked a worker must work at least five (5) days during the two (2) payroll weeks immediately preceding the payroll week in which the holiday falls and must work the scheduled work days both immediately before and after the holiday.

Any work performed on the above listed holidays shall be paid for at the rate of one and one-half (1 1/2) times the regular rate of pay and shall be in addition to the workers regular earnings on that day.

ARTICLE XXI.

TRAINING PROGRAM

Due to the changing nature of agricultural employment and the skills which are needed by the Employees in the future, the Employer and the Union agree to cooperate with and promote training programs for farm workers. However, this Article shall not impose any financial obligation upon the Employer to provide or pay for any training programs.

ARTICLE XXII.

BULLETIN BOARDS

The Employer shall provide a bulletin board at a suitable and conspicuous location on the premises upon which the Union may post notices.

ARTICLE XXIII.

FUNERAL LEAVE

In the event of a death in the immediate family (father, mother, wife, husband, son, daughter, or grandparents) a seniority Employee in the active employment of the Employer shall be entitled to three (3) days off with pay to attend and funeral and shall receive the regular hourly rate with a maximum of eight (8) hours per day. No extra pay allowance will be made for multiple or simultaneous deaths occurring within said three (3) day period. The Employer may require a death certificate or other evidence of death.

ARTICLE XXIV.

SUBCONTRACTING

The Parties agree that the Employer may utilize labor contractors, custom harvestors, and/or subcontractors in the company's agricultural operation. The employees of those labor contractors, custom harvestors, and subcontracts shall not be considered within the bargaining unit for any reason, unless properly determined to be so by the AERS.

The Employer's right to subcontract shall not be utilized to bump or displace bargaining unit employees covered under this Agreement.

ARTICLE XXV.

MODIFICATION

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

In the event any portion of this agreement shall become ineffective as the result of any applicable local, state or federal law, only that portion of this agreement so affected shall be ineffective. The balance of the agreement shall remain effective and no termination shall result.

ARTICLE XXVII HOURS, WAGES, OVERTIME

The Parties agree to the provisions for hours, wages and overtime set forth in Exhibit "C", set forth herein.

ARTICLE XXVIII.

DURATION

This Agreement shall be in full force and effect from April 1, 1980 to and including March 31, 1981. This agreement shall automatically renew itself upon expiration of this agreement unless either of the Parties shall have given notice in writing to the other party sixty (60) days prior to the expiration, requesting negotiations for a new agreement, together with any other notice required by law. During the sixty (60) day period all terms and conditions of this contract shall remain in full force and effect.

DATED: _____

UNIONCOMPANY

EXHIBIT "A"
MEDICAL PLAN

EXHIBIT A.

MEDICAL PLAN

The Parties agree that a health and welfare plan shall be maintained as provided by "Apex". Payment of premium shall be made by the 10th of each current month during the period of this Agreement. All employees covered by this Agreement shall be entitled to coverage under this Plan after sixty (60) hours of work performed in the previous month.

EXHIBIT "B"
PROTECTION EQUIPMENT

EXHIBIT "C"
HOURS, WAGES AND OVERTIME

EXHIBIT C. HOURS, WAGES AND OVERTIME

WAGE RATES:

Row Crops		<u>April 1, 1981</u>	<u>April 1, 1982</u>
general field	4.40	4.62	4.85
irrigation - hourly	4.65	4.85	5.09
- shift	93.00	97.00	101.80
tractor A	5.25	5.51	5.71
tractor B	5.00	5.25	5.51

Field Crops			
general field	4.00	4.20	4.41
irrigation - hourly	4.25	4.46	4.68
- shift	85.00	89.20	93.60
tractor A	5.00	5.25	5.51
tractor B	4.75	4.99	5.24

Overtime:

Overtime shall be paid at one and one-half (1 1/2) times the normal rate of pay after the following number of hours are worked:

	<u>Daily</u>	<u>Saturday</u>	<u>Sunday</u>
general field:	10 hours	10 hours	all day
tractor drivers:	10 hours	8 hours	all day

Irrigators - Irrigators shall be paid overtime for hours worked in excess of six consecutive days of work.

Normal Hours:

The following schedule of normal hours of work is set forth to allow Employees to know what amount of work is expected to be performed in a normal situation. By this schedule, the Employer does not intent to guarantee that a certain amount of work will be provided, nor does this schedule have any affect on overtime.

	<u>Daily</u>	<u>Saturday</u>
general field:	8 hours	4 hours
tractor drivers:	10 hours	8 hours

Irrigators - normally an 8 hour workday unless a shift is performed.