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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

HARRY SINGH AND SONS, INC.

AND

UNITED FARM WORKERS OF AMERICA

OCTOBER 4, 1982 to OCTOBER 3, 1983

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PARTIES

This Agreement is between Harry Singh & Sons Farm hereafter called the "Company" and the United Farm Workers of America, AFL-CIO, hereafter called the "Union". The parties agree as follows:

ARTICLE 1: RECOGNITION.

A. Pursuant to the certification issued in Agricultural Labor Relations Board (ALRB) Case No. 75-RC-47-R, 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 (ALRA). Excluded from the bargaining unit are all other employees of the Company, including office clerical and sales employees, managerial employees and supervisors as defined in Section 1140.4 (j) of the ALRA.

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

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.

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

RECOGNITION - cont'd.

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.

D. 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.

E. The Union will make known to all workers their obligations as well as their rights under this Agreement, including satisfactory job performance consistent with safety and good health.

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) continual days after the beginning of employment, or five (5) days from the date of the signing of this Agreement, whichever is later; and to remain a member of the Union in good standing. The Union shall be the sole judge of the good standing of its members. Any worker who fails to become a member of Union within the time limit set forth herein, or who fails to pay the required initiation fee, periodic dues or authorized assessments as prescribed by Union, or who has been determined to be in bad standing by Union pursuant to the provisions of the Union's constitution, shall be immediately discharged upon written notice from Union to Company, and shall not be re-employed until written notice from Union to Company of the worker's good standing status.

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

C. Company agrees to deduct from each worker's pay initiation fees, all periodic dues, and assessments as required by Union, upon presentation by the Union of individual authorization signed by workers, directing Company to make such deductions. Company shall make such deductions from worker's pay for the payroll period in which it is submitted in advance of the close of the pay period, and periodically thereafter as specified on authorization so long as such authorization is in effect and shall remit monies monthly.

UNION SECURITY - cont'd.

The Company shall provide a monthly summary report as soon as possible, but not later than the 20th day of the month following the ending date of the previous month's pay period containing the names of the workers, Social Security numbers, payroll periods covered, gross wages, total hours worked per worker, total number of workers and amount of Union dues deducted during such pay periods from each workers. The Union will furnish the forms to be used for authorization and will notify the Company in writing of dues, assessments and initiation fees within five (5) days of the execution of this Agreement and five (5) days before the effective date of any change.

D. The Company will advise new workers that they must become and thereafter remain members in good standing in the Union immediately following five (5) continual days after the beginning of their employment. The Company will be responsible to cause such workers to sign the membership and authorization forms not later than immediately following the five (5) days of the beginning of employment. The Company will immediately give a copy of the authorization form to the workers, retain a copy for its use pursuant to Section C above, and promptly turn over per arrangement the other copy along with the membership application to the Union area office.

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

ARTICLE 3 - HIRING

- A. The Union may, but is not obligated to, operate and maintain a facility or person or persons through which the Company might, but is not obligated to secure new or additional workers.
- B. Whenever the Company is able to anticipate two (2) weeks in advance the need for new or additional workers to perform any work covered by this Agreement, the Company shall, approximately one (1) week prior to the date of anticipated need for such workers, notify the Union stating the number of workers needed, the type of work to be performed, the estimated starting date of the work and the approximate duration thereof. The Union thereafter shall refer potential workers to the Company.
- C. The Company shall be free to procure needed workers from those furnished by Union or from any other source without discrimination. If Company procures workers from any source, it will make available to Union, in writing as provided earlier in this Agreement, the names, Social Security numbers, date hired, job classifications and addresses of all workers so hired, provided, however, that Union shall be entitled acting on its own, but not in violation of this contract, to ascertain such information from such workers.
- D. Among qualified applicants, hiring shall be done on a first come, first served basis.



E. At the time of hiring, the Company will comply with its responsibilities under Article 2, Union Security, and shall advise new workers that they must become, and thereafter remain members in good standing in the Union immediately following five (5) continual days after the beginning of their employment. The Company will be responsible to cause such workers to complete and sign the Union membership application and dues check-off authorization cards upon day of hire, but in any event, not later than immediately following five (5) days of the beginning of employment. The Company will immediately give a copy of the dues check-off authorization card to the workers, retain the original for its use pursuant to Article 2, Union Security, and immediately remit the third copy along with a completed membership application to the Union. The Union will furnish the forms to be used for membership application and dues check-off authorization.

The Company shall notify the Union one (1) week of the date of hire of the names, addresses, Social Security numbers, job classifications and dates of hire of all new employees. A copy of such notification shall be supplied to the Ranch Committee and Shop Stewards.

ARTICLE 4 - SENIORITY

A. In the event of layoff the Company shall layoff in inverse order of seniority within each classification.

B. A worker shall lose his seniority if he or she:

1. Quits
2. Is discharged for just cause
3. When on layoff fails to report within three (3) working days after being called unless satisfactory reasons are given.
4. When the worker fails to report to work at the termination of a leave of absence or vacation without an approved extension.
5. When any worker leaves the bargaining unit to accept a supervisory or other position with the Company outside the bargaining unit.

C. An employee shall achieve seniority after fifteen (15) days employment with<sup>N</sup> a ninety (90) day period retroactive to his date of hire.

D. In the recall of workers from layoff, workers with the highest seniority shall be recalled in order of seniority within classification.

E. Demotions (in the event of layoff) shall be on the basis of seniority provided however, the worker is able to perform the work.

F. The Company shall notify the Union within five (5) working days of seniority workers laid off or recalled on a reasonable basis, in accordance with this Article, by giving the workers' name, Social Security number, seniority date, job or commodity classification and date of recall or layoff.

Grievances relating to this paragraph shall be subject to the grievance and arbitration procedure.

- G. Where skill and ability are relatively equal, seniority shall govern in promotion.

The Company agrees to post all permanent vacancies in hourly job classifications above the general field and harvest rate for a period of three (3) days on the Company bulletin board. Employees desiring said job shall sign the posting.

- H. For recall purposes, the employee agrees to keep the Employer informed as to his or her current address.

- I. Beginning with the signing of this Agreement and each three (3) months thereafter, the Company shall provide the Union with an up to date seniority list showing the name of each worker, his or her seniority date, Social Security number and job or commodity classification. The Company shall also post a seniority list in a conspicuous place for examination by the workers and the Union Ranch Committee. The Union may review the accuracy of the seniority list and present to the Company any errors it may find on such list. Grievances relating to this paragraph shall be subject to the expedited grievance and arbitration procedure.

- J. It is understood that the Company and the Union may agree in writing to make deviations from these seniority provisions regarding

applications of seniority.

ARTICLE 5: GRIEVANCE AND ARBITRATION PROCEDURE.

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

B. All grievances shall be processed during regular working hours. The grievant(s), the Steward(s), and the Grievance Committee's function shall be performed without any loss of pay. The Union shall designate a committee of not more than five (5) members to take up disputes with the Company's authorized representative.

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

D. The Union committee shall first endeavor to settle the dispute with the Company's representative informally.

GRIEVANCE AND ARBITRATION PROCEDURE- cont'd.

A meeting for this purpose shall be held within five (5) days after the initiation of the grievance by either party. Financial liability for any grievance shall be limited to grievances filed not later than thirty (30) days after the incident which gave rise to the grievance was known or should reasonably have been known, and not later than seven (7) days after a discharge or suspension. If a dispute is not settled at the informal state, then no later than ten (10) days after its first consideration at this first step, the party initiating it shall present the grievance in writing, and the dispute shall be considered by the Union committee and the Company's representative.

Second step meeting for this purpose shall be held within ten (10) days of the receipt by the non-initiating party of the written request for such meeting. Disposition of grievances shall be made in writing. If the grievance is not satisfactorily resolved in the grievance meeting the party receiving the grievance shall give a written response to the other regarding its position including reason for denial within the ten work days from the close of the step Two meeting.

E. If the Union committee and the Company's representative cannot reach an Agreement, the matter shall be submitted to arbitration, upon motion of either party, in accordance with the provisions hereinafter set forth. This motion to be written notice from either party and must be served upon the other party within two (2) weeks of the time the written response is received by the grieving party.

GRIEVANCE AND ARBITRATION PROCEDURE - cont'd.

F. The issue to be arbitrated shall be referred to an arbitrator selected by the parties. Such selection shall be made within fifteen (15) days of the notice of intent to arbitrate. In the event the parties cannot agree on the selection of an arbitrator, then either party may request the State Mediation and Conciliation Service to send a list of five (5) arbitrators under its rules and procedures. The parties shall then alternately strike names until one remains who shall be the arbitrator. The decision of the arbitrator shall be final and binding upon the parties hereto.

G. The arbitrator shall not have the authority or jurisdiction to modify, detract or alter any provisions of this Agreement. The arbitrator shall have the authority to revoke or modify any form of discipline and in all cases award back pay if he or she so determines it is justified. The arbitrator must render a decision in writing to the parties within thirty (30) days from the date of the closing of the hearing. The arbitrator shall have access to Company's property if necessary.

H. The grieving party may invoke at their option, an expedited procedure to have an unresolved grievance immediately heard before the arbitrator, but in any event not later than two (2) calendar days after the day on which the grievance party notified the other party of the grievance to be expedited. The duties and the authority of the arbitrator shall be the same as under Section G above. The arbitrator shall issue a written decision within twenty-four (24) hours of the close of the expedited hearing. The arbitrator shall have access to Company's property if necessary.

GRIEVANCE AND ARBITRATION PROCEDURE - cont'd.

I. Expenses of arbitration (i.e. arbitrators fees, translators fees, and room) which are jointly incurred, shall be equally borne between the Company and Union. No party shall be obligated to pay any part of the cost of a stenographic transcript without its express consent. All other cost and expenses of arbitration and grievance shall be borne by the party incurring such and shall not be the subject of consideration by an arbitrator.

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

K. Nothing in this Article shall be deemed to preclude the trustees - directors of the agreed upon plans from enforcing contributions due these funds under this Agreement by means of litigation.

ARTICLE 6: NO STRIKE CLAUSE.

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

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



ARTICLE 6: DISCHARGE AND DISCIPLINE.

A. The company shall have the sole right to discipline and discharge workers for just cause, provided 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.

B. Prior to any discharge, 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 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) or preservation of property 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 representative shall have the right to interview workers in private so long as such interview does not unnecessarily interfere with work. Within 48 hours following any discharge for just cause, the Union will be notified in writing as to the reasons for such discharge. Discharges and other disciplinary action are subject to the grievance and arbitration procedures of this Agreement.

ARTICLE 7: RIGHT OF ACCESS TO COMPANY PROPERTY

A. Up to six (6) duly authorized and designated representative 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 make every reasonable effort to confer with workers during non-working periods such as break periods, lunch period, and before and after the work day. Such worker conferences shall be conducted expeditiously so as to cause a minimal interruption in job performances. No more than six (6) such representative shall be on any Company premises at any one time, unless the parties otherwise mutually agree.

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

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

ARTICLE 8: NEW JOBS

A. New job classifications or any other job classification not included in the pay scale of this Agreement shall be established and made effective by the Company in accordance with the following procedure. All references in this Article also refer to and include piece rates and incentives and minimum guarantees.

1. The Company shall notify the Union in writing of new job classifications not included in the pay scale of this Agreement. Such notices shall be given within 5 days before such change.
2. The Company and the Union shall meet within five (5) days after notices are received to negotiate wage rates.

B. If the Union and the Company cannot reach an agreement on the job and wage rates, the matter may be submitted to Arbitration for determination beginning at the 2nd Step as provided for in Article 5, Section E, of the Grievance and Arbitration Procedure, which shall decide the dispute. The scope of such arbitration shall be limited to establishment of the job classification and the job wage rate.

C. Any wage rate established shall be retroactive to effective date of new classification.

## ARTICLE 9: LEAVE OF ABSENCE

### Leaves of absence for Union Business

A. Any worker elected or appointed to an office or position in the Union shall be granted a leave of absence for a period of continuous service with the Union upon written request of the Union provided that at no time shall more than five workers be entitled to leaves of absence pursuant to this section. The worker so elected or appointed shall continue to accumulate from his original seniority date for up to three (3) years. After this period of time (3 years) if the worker so appointed decides to stay in such leave his seniority shall not continue to accumulate and his original seniority shall not be lost.

Section A: Five (5) days' notice must be given the Company before the worker takes leave to accept such office or position or chooses to return to work. Such leave of absence shall be without pay. Seniority shall not be broken or suspended by reason of such leave.

Section B: A leave of absence without pay shall be granted for temporary leave to conduct Union Business provided reasonable notice of not less than two (2) days is given, with no more than five (5) workers being on such leave at any time.

Section C: A leave of absence shall be granted to workers with out pay for any of the following reasons without loss of seniority:

1. For jury duty or witness duty if reasonable notice is given.
2. Up to four (4) months for illness or injury if worker requiring absence from the job which will be extended for another four (4) months by written application to the employer. The employer deserves the right to ascertain illness by a doctors certificate.
3. For valid personal reasons, not to exceed thirty (30) days, where prior written notice specifying the reason is given to the Company.

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

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

Section E: Failure to report for work at the end of an approved leave of absence, or accepting employment with another employer during approved leave, shall terminate employment and seniority and be treated as a voluntary quit.

ARTICLE 10: MAINTENANCE OF STANDARDS

A. The Company agrees that all conditions of employment relating to wages, hours of work, fringe benefits, and general working conditions shall be maintained at the locations covered by the Agreement at the time of signing, and such conditions of employment shall be extended to new locations. Conditions of employment shall further be improved in accordance with the specific provisions for improvement made elsewhere in the Agreement.

B. The Company agrees that no worker shall suffer a reduction in benefits or wages by virtue of the signing of this Agreement.

ARTICLE 11: SUPERVISORS AND BARGAINING UNIT WORK

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

The paragraph shall not be used as a basis for the purpose of avoiding the recall of bargaining unit workers from work they would normally perform.

ARTICLE 12: WORKER SECURITY

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

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



ARTICLE 13: RECORDS AND PAY PERIODS

A. Company shall keep full and accurate records, including total hours worked, piece rate or incentive rate records, total wages and total deductions. Workers will be paid on either a daily or weekly basis. If paid on a weekly basis, workers will be paid on Friday of each week and shall be furnished a copy of the itemized deductions, hourly rates, hours worked and total wages each payday which shall include the worker's Social Security number, piece rate production record and rates paid.

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

If workers are paid daily, they shall receive their pay and the required payroll information immediately upon completion of the days work.

ARTICLE 14: HEALTH AND SAFETY

A. The Company agrees to make available to Union upon reasonable request such records as will disclose the following:

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

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

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

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

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

HEALTH AND SAFETY - cont'd.

person shall be provided, maintained and paid for by the Company. Workers shall be responsible for returning all such equipment that was checked out to them, but shall not be responsible for normal breakage, wear and tear. Workers shall be charged actual cost for equipment that is not broken and not returned. Receipts for returned equipment shall be given to the worker by the Company.

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

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

ARTICLE 16: NO DISCRIMINATION

A. There shall be no discrimination by the Union or Company against any worker because of race, age, creed, color, religion, sex, political belief, national origin, language spoken, or union legal Union activity.

B. Any reference to the male gender in this Agreement shall also refer to the female gender and in no way shall be considered as discriminatory.

ARTICLE 17 : UNION LABEL

The parties recognize the value and importance of the Union Label. The parties wish to ensure that the public will not be defrauded by a misuse of the Union Label. Therefore the parties agree as follows:

A. Company will make available to the designated Union representatives, at Union's request:

Labels

- (A) Trademark registration
- (B) Printing source
- (C) Number of Labels used

B. The Union Label and Union seal are and shall remain the sole property of the Union. During the term of this agreement, Company shall be entitled to the use of said label and seal. In this regard Company shall not sell, transfer, or assign its right to use said label or seal except upon written permission of Union. The color, size and placement of the label or seal on particular packages or containers shall be determined by the Company.

C. Security Clause. In the event of the Company's misuse of the Union Label or seal on packages or units harvested and packed by non-union workers, it is recognized that such misuse will cause damages to the Union. In the event that the Union revokes the Union label or seal, it shall give reasonable notice to the Company and the Company agrees to return same forthwith or if same cannot be returned then, on request of Union, the label or seal shall be completely obliterated on any package, container or unit.

UNION LABEL - cont'd.

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

F. The Company is not obligated under this article to use the Union Label.

ARTICLE 17: BULLETIN BOARDS

Company will provide one (1) bulletin board, three (3) feet by four (4) feet at each separate ranch site; said boards to be placed at such central locations as shall be mutually agreed, upon which Union may post notices of Union Business. The Union shall not malign the Company or its officials.

ARTICLE 18 - INCOME TAX WITHHOLDING

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



ARTICLE 19 - CREDIT UNION WITHHOLDING

Upon proper written authorization from a worker to the Company, deductions as provided for in such authorization, shall be made by the Company for the Farm Workers Credit Union, and such money and reports shall be forwarded on a weekly basis to that organization at P.O. Box 62, Keene, California 93531, or such other address as designated by the Administrator of the Fund.

ARTICLE 20: LOCATIONS OF COMPANY OPERATIONS

The Company shall provide the Union with maps showing the locations approximate acres and crops of all present agricultural operations (and any acquired during the life of this Agreement) immediately after the execution of this Agreement, for use by the Union representatives pursuant to Right of Access Article.

ARTICLE 21

SUBCONTRACTING

The parties understand and agree that subcontracting is, and may continue to be necessary and proper. Company is not known by either the Union or the Company to have engaged in the last four years or more in any subcontracting that would violate this Article. It is also understood and agreed that the Company shall not subcontract to the improper detriment of the Union or bargaining unit workers.

The parties agree that in the application of this Article the following guidelines and examples shall be used:

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

B. Subcontracting is permissible under this Agreement where the Company does not have the equipment to do the work being subcontracted.

Workers of the subcontractor are not covered by the terms of this Agreement.

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

ARTICLE 22: MODIFICATION

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

ARTICLE 23: SAVINGS CLAUSE

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

ARTICLE 24: SUCCESSORS AND ASSIGNS

A. In the event of the sale or transfer of majority control of the business of the Company, the successor (which term includes purchaser, assignee, or transferee) shall not be bound to the terms of this agreement negotiated between Harry Singh & Sons and the Union.

B. Should said successor continue the same business operation as Harry Singh & Sons and re-employ a majority of the bargaining unit employees, then the successor shall have to bargain with the Union.

C. The Company will make known the existence of this collective bargaining agreement to any prospective successor and will make known to the Union the name of the prospective successor prior to any transfer. If the Union so requests, the Company will obtain from the prospective successor a statement to the effect that the successor understands and agrees to the obligations contained in paragraphs A and B of this Article.

ARTICLE 25: WAIVER

The parties agree that this Agreement, and all other documents executed herewith, constitutes the entire contract between them governing wages, hours and conditions of employment of the employees in the bargaining unit during the term hereof, and settles all demands and issues on all matters subject to collective bargaining.

Accordingly, the Union and Employer expressly waive the right during the term of this Agreement to demand negotiations upon any subject matter, except as provided in Article 8, New or Changed Jobs whether or not such subject matter has or has not been raised or discussed by either party during the negotiations leading up to the execution of this Agreement.

ARTICLE : MANAGEMENT RIGHTS

The management of the farm and direction of the workforce is vested exclusively with the Company unless abridged by a specific provision of this Agreement.



ARTICLE : FAMILY HOUSING

Company and the United Farm Workers of America, AFL-CIO, recognize that one of the most serious needs of farm workers, particularly migrant farm families, who help produce food for the nation, is adequate family housing. It has been long known that families who follow the crops are required to move from two or three times a year. This creates hardships on families, particularly the children, who must readjust to new locations and new school patterns. It is mutually agreed by Company and Union that they will cooperate to encourage direct governmental action at the Federal, State and County levels to plan, finance and construct public housing in important agricultural locations.

ARTICLE : MECHANIZATION

In the event the Company anticipates mechanization of any operation of the Company that will permanently displace workers, the Company before commencing such mechanical operations shall meet with the Union to discuss training of displaced workers to operate and maintain the new mechanical equipment, the placement of displaced workers in other jobs with the Company, or the placing of such workers on a preferential hiring list which the Company and Union will use in conjunction with Article 3 and 4, Hiring and Seniority.

ARTICLE        HOURS OF WORK & OVERTIME

- A. The normal workweek shall consist of forty-eight (48) hours a week, Monday through Saturday. The normal workday shall consist of eight (8) hours.
- B. All hours worked in excess of eight (8) hours in any one day and for the first eight (8) hours on the seventh consecutive day of work shall be compensated at time and one-half (1-1/2) the employee's regular rate of pay and double the employee's regular rate of pay for all hours worked over eight (8) on the seventh day of work in the workweek. Insofar as possible, work shall be arranged so that each worker will have Sunday off and any Sunday work shall be on a voluntary basis.
- C. The provisions of Section B above shall not apply to an employee during any week in which more than one-half (1/2) of such employee's working time is devoted to performing the duties of an irrigator.
- D. Mealtime breaks shall be one (1) hour and are not compensated for or counted as hours worked under the provisions of this Agreement. Company shall not use mealtime breaks for the purpose of moving the employees, or any other related Company activity.
- E. Wage rates are set forth in Appendix "A" attached hereto.

ARTICLE : REPORTING AND STANDBY TIME

A. A worker who is required to report for work and does report and is furnished no work shall be paid at least four hours at the worker's hourly rate of pay or the worker's average hourly piece rate earnings based on the preceding payroll week. If less than four hours of work is provided, hourly workers shall be paid four hours at their hourly rate of pay, and piece rate workers shall be paid the piece rate earned during the time worked, and their average hourly piece rate wage based on the preceding payroll period for the remaining time up to four hours that day.

B. Workers shall be paid for all time they are required to remain on the job.

C. Standby time shall be paid for all delays at the pick up point in commencing work and delays in production, to hourly workers at their hourly rate of pay and to piece rate worker at their average hourly piece rate wage based on the preceding payroll period.

ARTICLE 2: REST PERIODS

Workers shall be granted one ten (10) minute paid rest period during every four hours of work. Said rest period shall occur approximately in the middle of the four hour shift. Such rest period shall not be used by the Company for any purpose.

ARTICLE      HOLIDAYS

A. Commencing with the effective date of this Agreement, the following shall be paid holidays:

Independence Day (4th of July)

Labor Day

Thanksgiving Day

Rufino Contreras Day (3rd Sunday of September)

Holiday pay shall be an amount equal to the number of hours in the workers' normal workday as described in hours of work and overtime Article \_\_\_\_\_ paid at his regular straight time hourly rate or average hourly piece rate earnings based on the preceding payroll period.

B. Work on any holiday shall be paid at time and one-half (1-1/2) workers' regular rate in addition to holiday pay.

C. When a holiday falls on Sunday, the following Monday shall be observed as a holiday, except for the Rufino Contreras Day.

D. To be eligible for holiday pay, an employee must work the last scheduled workday prior to the holiday and the next scheduled workday after the holiday and have been working for the Company for ten (10) days as of the date of hire or otherwise be in a pay status (paid vacation, bereavement leave, jury duty leave.)

E. Rufino Contreras Fund shall be designated as the third Sunday of September. All workers on Rufino Contreras Fund shall receive holiday pay in accordance with Section "A" above. The Company shall not contribute to Rufino Contreras Fund more than once per employee in a calendar year.

HOLIDAYS - cont'd.

on receipt of proper written authorization from the worker, the Company shall deduct from such worker's wages the pay received for Rufino Contreras Day and shall remit such sum to the Rufino Contreras Committee of the United Farm Workers, AFL-CIO, for allocation as designated by the worker.

In the event any worker works on "Rufino Contreras Day" the Company shall not deduct any pay due him or her for working on such day.

In the event that the Company files in bankruptcy, or Chapter 11 proceedings, it will notify the Rufino Contreras Committee of such action and shall list the Runifo Contreras Fund as a separate creditor qualified as a priority claim pursuant to the Bankruptcy Act. Notification to the Union of any of the other plans or funds shall not constitute compliance with this Article.

ARTICLE VACATIONS

A. Vacations with pay shall be granted to eligible employees who qualify for such vacations. Each year employees shall be eligible for a vacation provided that they qualify as specified in B or C below in the prior calendar year. Vacation pay shall be computed on the basis of the appropriate percent of the employee's gross earnings from the Employer in the calendar year prior to the taking of the vacation. Calendar year in this paragraph means January 1 through December 31.

B. An employee who worked seven hundred (700) hours in the prior calendar year with the Employer, will qualify for an amount equal to two percent (2%) of his/her total gross earnings vacation pay and one (1) week vacation. An employee who worked seven hundred (700) hours in the prior calendar year, with three (3) years seniority with the Employer will qualify for an amount equal to four percent (4%) of his/her total gross earnings vacation pay and two (2) weeks of vacation.

C. Vacation checks shall be paid by separate check and regular deductions shall be made and reported.

D. If a holiday falls during an employee's vacation period, said employee shall receive an additional day's pay or an additional day off at the option of the employee.

E. Vacation schedules shall be mutually agreed upon by the Employer and employees.



F. Vacation pay shall be given to the employee immediately prior to his going on vacation. Vacation checks shall be paid by separate check and regular deductions shall be made and reported.

ARTICLE : INJURY ON THE JOB

Whenever a worker is injured on the job the Company agrees to compensate an employee for the balance of the day at his regular rate of pay.

ARTICLE : JURY DUTY

A worker will be paid jury duty in any legal proceeding not between the parties for any days of work missed due to the performance of such service. Jury duty pay is defined as the difference between the fees received by such worker for performing such service and what he would have received had he been working for the Company for each day of service. To receive pay under this provision, the worker must provide the Company with a copy or notice summoning him to appear and, if so requested, documentary evidence of the amount of fees received for performing such service.

ARTICLE : LEAVE OF ABSENCE FOR FUNERALS

In case of death of a member of the worker's immediate family, defined as father, mother, father-in-law, mother-in-law, spouse, brother, sister, son, daughter, grandmother or grandfather, the worker shall be granted a leave of absence of three (3) days, with pay for each day of leave to be an amount equal to the number of hours in the worker's normal day as described in hours of work and overtime, Article X paid at his/her regular straight-time hourly rate or average hourly piece rate earnings based on the preceding payroll period. In cases where the funeral requires travel of more than 300 miles one way, an additional two (2) days leave, with pay, shall be granted.

ARTICLE : ROBERT F. KENNEDY FARM WORKERS MEDICAL PLAN

The Company shall, on the date of commencement of this contract, contribute to the Robert F. Kennedy Farm Workers Medical Plan for each covered worker an amount equal to twenty-two cents (.22) per commensable hour for all hours worked. The term "commensable" shall be defines as taxable income within the meaning of the Internal Revenue Code of 1954, as amended from time to time. This included reporting and standby time, vacations, and holiday pay.

The monies and a summary report shall be remitted to the Plan at such address as designated by the Administrator of the Plan.

In the event that the Employer files in bankruptcy, or Chapter 11 proceedings, it will notify the Plan of such action and shall list the Plan as a separate creditor qualified as a priority claim pursuant to the Bankruptcy Act. Notification to the Union or any of the other Plans or Funds shall not constitute compliance with this Article.

The place of performance for the Company's obligations with respect to the Robert F. Kennedy Farm Workers Medical Plan shall be the County of Los Angeles, California.

The contributions under this plan shall be in the office of the administrator by the 20th of the month following the preceding payroll month.

ARTICLE : MARTIN LUTHER KING FUND;

The Company shall, during the term of this Agreement, contribute to the Martin Luther King Fund five (5) cents per hour for each hour worked by all workers covered by this Agreement, commencing \_\_\_\_\_.

Expenditures or investments of contributions shall be solely restricted to those charitable and educational purposes for which federal exempt status has been granted to the Fund. The contributions shall not be expended to the detriment of the Company. The Martin Luther King Fund shall obtain and maintain federal tax exemption and all contributions by the Company shall be deductible under the Internal Revenue Code.

In the event that the Employer files in bankruptcy or Chapter 11 proceedings, it will notify the Martin Luther King Fund of such action and shall list the Martin Luther King Fund as a separate creditor qualified as a priority claim pursuant to the Bankruptcy Act. Notification to the Union or any of the other Plans or Funds shall not constitute compliance with this article.

The contributions under this plan shall be in the office of the administrator by the 20th of the month following the preceding payroll month.

ARTICLE DURATION OF AGREEMENT

This Agreement shall be in full force and effect from Oct. 4 1982 *ge*  
to and including October 3 1983 *ge*. 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 thirty (30)  
days prior written notice to the State Conciliation Service. During this sixty (60)  
day period all terms and conditions of this contract shall remain in full force and effect.

Executed on Sept 20, 1982

COMPANY:

HARRY SINGH & ~~SONS~~ FARM

Harry Singh  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

UNION:

UNITED FARM WORKERS OF AMERICA,  
AFL-CIO

James Henry  
Gloria Soto  
Walter R. Covarrubias  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPENDIX "A"

WAGES

RANCH CLASSIFICATIONS

|                         |         |
|-------------------------|---------|
| GENERAL LABOR (Field)   | \$3.67  |
| IRRIGATORS              | \$3.81* |
| TRUCK & TRACTOR DRIVERS | \$3.90  |

*was*  
*\$ 3.35*

SHED CLASSIFICATIONS

|                    |                             |
|--------------------|-----------------------------|
| DUMPERS            | \$3.67                      |
| SORTERS            | \$3.67                      |
| FORK LIFT OPERATOR | \$3.38*                     |
| PACKERS            | .22 per flat<br>.29 per lug |
| UTILITY PERSON     | \$3.62                      |

\*Bargaining unit employees receiving housing and all utilities or a bonus shall continue to receive same.



LETTER OF UNDERSTANDING

RE: ARTICLE 2 - UNION SECURITY

Notwithstanding the provisions of Article 2, Union Security, Union agrees not to cause dismissal or discriminate against any worker for non-participation in the event of a wildcat strike.

It is understood that this letter does not effect nor alter the rights of the workers and/or the Union with respect to Article 5, Grievance and Arbitration Procedure, in the event of Company's disciplinary actions related to said wildcat strike.

HARRY SINGH & SONS

UNITED FARM WORKERS OF AMERICA,  
AFL-CIO

By \_\_\_\_\_  
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