



AgEcon SEARCH
RESEARCH IN AGRICULTURAL & APPLIED ECONOMICS

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

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

Help ensure our sustainability.

Give to AgEcon Search

AgEcon Search

<http://ageconsearch.umn.edu>

aesearch@umn.edu

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

3/82 - 3/83

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SUN WORLD, INC.
ALRB CERTIFICATION CASE NUMBER 75-RC-42-R (S.W.I.)

AND

UNITED FARM WORKERS OF AMERICA, AFL-CIO

TABLE OF CONTENTS

PARTIES	1
ARTICLE 1 - Recognition	2
ARTICLE 2 - Union Security	4
ARTICLE 3 - Hiring	6
ARTICLE 4 - Seniority	9
ARTICLE 5 - Grievance and Arbitration	16
ARTICLE 6 - Discipline and Discharge	21
ARTICLE 7 - Right of Access to Company Property	23
- ARTICLE 8 - New or Changed Jobs	24
ARTICLE 9 - Leaves of Absence	26
ARTICLE 10 - Maintenance of Standards	28
ARTICLE 11 - Supervisors	29
ARTICLE 12 - Workers Security	29
ARTICLE 13 - Records and Pay Periods	30
ARTICLE 14 - Health and Safety	30
ARTICLE 15 - Union Label	33
ARTICLE 16 - No Discrimination	34
ARTICLE 17 - Bulletin Boards.....	35
ARTICLE 18 - Income Tax Withholding	35
ARTICLE 19 - Hours of Work, Overtime, and Wages	36
ARTICLE 20 - Reporting and Standby Time.....	38
ARTICLE 21 - Rest Periods	38
ARTICLE 22 - Vacations	39
ARTICLE 23 - Bereavement Pay	41
ARTICLE 24 - Holidays	42

Table of Contents (continued)

ARTICLE 25 - Jury Duty and Witness Pay	43
ARTICLE 26 - Credit Union Withholding	44
ARTICLE 27 - Location of Employer Operations	44
ARTICLE 28 - Subcontracting	45
ARTICLE 29 - Modification	45
ARTICLE 30 - Savings Clause	46
ARTICLE 31 - Successor Clause	46
ARTICLE 32 - Rufino Contreras Day	47
ARTICLE 33 - Robert F. Kennedy Farm Workers Medical Plan	49
ARTICLE 34 - Juan de La Cruz Farm Workers Pension Plan ..	50
ARTICLE 35 - Martin Luther King Farm Workers Fund	51
ARTICLE 36 - family Housing	52
ARTICLE 37 - Management Rights	52
ARTICLE 38 - No Strikes - No Lockouts	53
ARTICLE 39 - Mechanization	54
ARTICLE 40 - Reports to Union	55
ARTICLE 41 - Duration of Agreement	56
APPENDIX A Wages.....	57
Appendix B Notice of Recall.....	61
Appendix C Notice Regarding Recall.....	62
Appendix D Family Registration Form.....	63
Letter of Understanding, RE: Funds Contributions.....	64
Supplemental Agreement.....	65

AGREEMENT

PARTIES

THIS COLLECTIVE BARGAINING AGREEMENT and certain specified supplemental agreements are between the parties whose names appear on the signature page hereof under the designation of "Employer" ("Employer" herein) and the United Farm Workers of America, AFL-CIO ("Union" herein), and said Collective Bargaining Agreement and certain specified supplemental agreements shall operate for the purposes of establishing uniform wages, hours and working conditions as hereinafter defined. The parties agree as follows:

ARTICLE 1
RECOGNITION

1. The Employer does hereby recognize the Union as the sole, exclusive bargaining agent representing all of the Employer's agricultural employees (hereinafter called "workers"), in the unit set forth in Agricultural Labor Relations Board's certification in Case No. 75-RC-42-R. In the event the Agricultural Labor Relations Board certifies other employees not here included within the certified unit, such additional workers shall be included under the terms of this Agreement. The term "worker" shall not include office and sales employees, security guards, and supervisory employees who have the authority to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward or discipline other workers or the responsibility to direct them, to adjust their grievances or effectively recommend such action, if in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature but requires the use of independent judgment.

2. The Employer agrees that no business devise, including joint ventures, partnerships, or other forms of business operations shall be used for the purpose of circumventing the obligations of this Agreement, but if it should enter into any of these forms of operations they shall be covered by this Agreement, provided, however, the Employer's packinghouse may receive fruit for packing and shipping from another packinghouse which that packinghouse

does not have the capacity to handle.

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

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

5. Neither the Employer nor its representatives will take any action to disparage, denigrate or subvert the Union, nor will they promote or finance any labor organization, including any competing labor organization. Neither the Union, nor its representatives, will take any action to disparage, denigrate or subvert the Employer.

6. The Employer 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 encourage workers in bargaining unit to give utmost consideration to supporting and participating in collective bargaining and contract administration functions.

ARTICLE 2

UNION SECURITY

1. 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 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 the Union within the time limit set forth herein, or who fails to pay the required initiation fee, periodic dues or regularly authorized assessments as prescribed by the Union, or who has been determined to be in bad standing by the Union pursuant to the provisions of the Union's constitution, shall be immediately discharged or suspended upon written notice from the Union to the Employer, and shall not be re-employed until written notice from the Union to the Employer of the worker's good standing status.
2. The Employer agrees to furnish to the Union in writing, within one (1) week after the execution of the Agreement, a list of its workers giving names, addresses, social security numbers and type of job classifications.
3. The Employer agrees to deduct from each worker's pay initiation fees, all periodic dues, and assessments as required by the Union, upon presentation by the Union of individual authorization signed by workers, directing the Employer to make

such deductions. The Employer shall make such deductions from workers' pay from the payroll period in which it is submitted, provided that it is submitted in advance of the close of the pay period, and periodically thereafter as specified on authorization so long as such authorization is in effect and shall remit monies weekly. The Employer shall provide the Union each week with a copy of its computer printout showing the name of each worker, his social security number, payroll periods covered, gross wages, total hours worked per worker, total number of workers and amount of Union dues deducted during such pay periods from each worker. The Union will furnish the forms to be used for authorization and will notify the Employer 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.

4. The Employer will advise new workers that it is a condition of their employment 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 Employer shall furnish workers membership applications and dues checkoff authorization forms as provided by the Union.

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

ARTICLE 3.

HIRING

1. The Union shall operate and maintain a facility or designate a person or persons through which the Employer shall obtain the new workers for each of its operating areas as provided below. The Union shall notify the Employer in writing of the address and telephone number of the person or the facility for each of the Employer's operating areas, and the name of the person in charge of the facility.

2. Workers with seniority at the Employer shall be recalled to work in accordance with the provisions of Article 4, and shall not have to use the facility described in Section 1 in order to be recalled by the Employer. Such workers shall report to the Union steward or other Union representative and Employer representative at the job site to verify that their name is on the seniority list before commencing work.

3. Whenever at the beginning of the picking season the Employer anticipates the need for new or additional workers to perform any work covered by this Agreement, the Employer shall, approximately two (2) weeks prior to the date of anticipated need for such workers notify the facility of the Union designated in Section 1 in writing, stating the total number of new workers it needs to hire, the type of work to be performed, the estimated starting date of the work, and the approximate duration thereof. The Employer shall notify the Union promptly of any changes in

the estimated starting date. However, the Employer shall give to the Union notice of the exact starting date no later than forty-eight (48) hours prior to the time it is anticipated that work will commence. If work does not start at that time, the Employer shall not be liable except under Article 20, Reporting and Standby Time.

4. In the event, during the picking season new or additional workers are needed to perform work covered by this Agreement, the Employer shall notify the Union facility or persons designated in Section 1 of the total number of new workers needed, the type of work to be performed, the date the workers are needed, and the duration of the work. The Union shall be given forty-eight (48) hours notice, or as much advance notice as possible. If, because of an emergency, such as unanticipated weather conditions, new workers are required immediately, the Employer shall notify the Union and, if the requested workers are not furnished, only be required to wait twenty-four (24) hours before hiring workers from any other source pursuant to Section 5 of this Article.

5. When the Employer notifies the Union that it needs additional workers the Union shall use its best efforts to furnish the requested number of workers. If the Union does not furnish the requested number of workers on the date specified by the Employer, the Employer shall be free to procure them from any other source. If the Employer secures workers under the provisions of this paragraph, it shall make available to the Union in writing within five (5) days thereafter, the names, social

security numbers, dates hired and job classifications of all workers so hired, provided, however, that the Union shall be entitled, acting on its own, to ascertain such information from such workers at any time after twenty-four (24) hours following the hiring of such workers, provided further, that the work is not interrupted.

6. When the Employer requests workers from the Union facility for jobs which require skill or experience (for example, tractor drivers or forklift operators), the Union shall refer workers who meet the job requirements. Before the Employer makes a determination that a referred worker does not meet the job requirements, the supervisor will fully explain the job duties and requirements and give the worker a reasonable time to meet the job requirements.

7. If the Union knows at the time it receives a request for workers by the Employer that it will not be able to furnish the workers requested, it shall notify the Employer of this fact as soon as possible.

8. It is essential that the Union have advance notice of layoffs, so that it may plan utmost utilization of available workers. Accordingly, the Employer will notify the Union seven (7) days, or as soon as possible, prior to any layoff. The Employer's only liability to workers who report for work shall be under Article 29, Reporting and Standby Time.

9. In the event that it is necessary to lay off workers before they acquire seniority, it is understood that if such workers are dispatched by the Union to the Employer, the Employer shall not refuse to rehire them solely because they would establish seniority.

10. In applying this Article, neither party shall discriminate in violation of Article 16, No Discrimination.

11. In the event the Employer commences operations in a new area (other than Coachella, Imperial and Hemet), it shall notify the Union in writing two (2) weeks in advance, where possible, and the Union may assign a person or establish a facility for supplying new workers in such area. If the Union does establish such a facility, or assign a person, or if one already is established in such area, the provisions of this Article shall be applicable. If the Union does not establish such a facility or assign a person, the Employer shall be free to hire all new workers from any lawful source.

12. The first five (5) workdays shall be a work evaluation period during which a new worker may be terminated for unsatisfactory work performance without recourse to the grievance procedure unless he claims that his termination was for a reason other than unsatisfactory work performance. The Employer shall provide the Union with a weekly notice of workers terminated during this period and, upon request, shall make available to the Union information as to a terminated worker's work performance. The Employer shall describe the work to be performed and

give a physical demonstration of the work to new workers.

A worker shall be given an opportunity to demonstrate his job performance. The supervisor shall point out the worker's mistakes in order to help him learn the job.

ARTICLE 4

SENIORITY

1. Seniority shall be defined as a total length of continuous service with the Employer. A break in service terminates worker seniority. Layoffs are not considered a break in service .

2. Seniority will be extended from the date of hire or rehire and seniority shall be broken for the following reasons only:

- A. Voluntary quitting.
- B. Discharge for just cause.
- C. Failure to report on the date on a Notice of Recall unless satisfactory reasons are given to the Employer.
- D. When the worker fails to report to work at the termination of a leave of absence or vacation without an approved extension or accepts employment with another employer as per Section 4, Article 9, Leaves of Absence, of this Agreement.
- E. When any worker leaves the bargaining unit to accept a supervisory or other position with the Employer outside the bargaining unit.

3. At the peak of each picking season, the Employer will provide an opportunity in each area for any worker to demonstrate that he is qualified to operate the forklifts which are used by the Employer in the orchards. The time and place for said opportunity shall be announced by the Employer to all crews during the peak season. This announcement shall be posted on all bulletin boards

and a copy shall be sent to the Union. The supervisor in charge will fully explain the job requirements and will give each worker an equal opportunity to qualify. The Employer will compile a list of all workers who have qualified as forklift operators and will post this list within five (5) days of the date of the qualification tests. In the event of any vacancies or any new jobs in the classification of forklift operator, the Employer will make assignments, either temporary or permanent, from this list, according to seniority.

4.- The Employer shall maintain and post two separate seniority lists. There shall be a seniority list for forklift operators and seniority list for pickers assigned to crews in each such area. Workers on either list shall be listed according to seniority, but subject to all other provisions of this Article.

5. Whenever there is a layoff in the work force in any area, layoffs shall be by seniority order, with the workers with the lowest seniority laid off first, but subject to Section 7 hereof.

6. Whenever the Employer recalls seniority workers in any area, the Employer shall recall by seniority order, with the worker with the highest seniority recalled first, but subject to Section 7 hereof.

7. The Employer will organize the workers in work crews, of a size to be determined by the Employer, in each area according to their preference, but where workers have different seniority,

seniority will prevail over preference. Workers will be laid off and recalled as nearly as possible by crew. The procedure for organizing crew will be as follows:

- A. At the time of layoff at the end of the picking season workers will be given the opportunity to express their preference for crew assignments to be made at the beginning of the picking season.
- B. At the beginning of the picking season the Employer will organize the workers according to their preference, but in all cases seniority shall prevail over preference. The Employer will designate the crew made up of the workers with highest seniority as the "No. 1 Crew", and shall continue downward with the crew designated as "No. 2 Crew," etc. The Employer will furnish a list of crews with their seniority ranking to the Union as soon as the organization has been completed.
- C. After the initial organization of crews, a worker shall have the right to request a reassignment, and this request will be granted if and when a vacancy exists in the crew to which the assignment is requested, and provided that the worker accepts the seniority of that crew as to layoff during that season. The worker may request such a reassignment only once during the picking season.
- D. If during the course of the picking season, the Employer is required to add workers to any of the

crews it will first make transfers of workers who have requested transfer to that crew. In the absence of any such requests, the Employer will then take workers from the crew with the lowest seniority and transfer them upward according to need. Any worker so transferred will be laid off with the crew to which he is transferred. Upon request the Union shall have the right to review the list of transfer requests maintained by the Employer.

8. In recalling seniority workers after a layoff, the Employer shall give a notice in writing which shall indicate the approximate date on which the worker is to report for work. The said notice shall include the worker's name, social security number, and seniority date. The notice shall be mailed not less than two (2) weeks prior to such reporting date and shall be addressed to the worker at the worker's address as it appears on the records of the Employer.

9. Recalled workers, after receiving their written notice, shall be informed of the exact date upon which work is to start by: Checking or phoning the Employer's office or the Union office where the exact starting date shall be posted at least forty-eight (48) hours, two (2) working days, before work is to begin. The Employer shall also notify the workers of the exact starting date by radio announcement two (2) working days before work is to begin.

10. It is agreed that prior to the end of a harvesting season, at

least five (5) days before layoffs begin, the Employer shall distribute a notice, in English and Spanish, to all workers, explaining the recall procedure and family seniority provisions. The attached two Appendices C and D shall be used for this notice.

11. It shall be the responsibility of the worker to notify the Employer of any change in his or her address as it appears on the records of the Employer, and all notices required under this Article shall be sent to that address.

12. A standard postcard form of notice, as per Appendix B, shall be used for all notices under this Article, and they shall be mailed first class. The Employer will at the same time mail to the Union a list of the workers to whom such notices have been transmitted, together with the reporting date for each worker. When recall notices sent to workers are returned with Postal Service notification of non-delivery, the Union shall be notified of the worker's name and address from which the notice was returned, and the Employer shall make available to the Union, on request, any such return notice.

13. If during the operating season and in case of an unforeseen emergency, such as freeze or quick change of marketing conditions, the Employer needs workers immediately, the Employer may waive the written two (2) week notification of seniority workers and use the following procedure: The Employer shall follow the procedure in Section 8 and give at least ten (10) days notice to seniority workers, and request that they respond by calling

the Employer's office to indicate whether they can report on said day. If even shorter notice is required, due to above circumstances, then the Employer may accelerate the recall of seniority workers by telephone, radio, and/or mail-o-grams, and request that workers report within forty-eight (48) hours (two working days) for employment. Any worker contacted who fails to respond to this request to report within forty-eight (48) hours will not lose his/her right to a regular recall notice at a later date as the need for more workers occurs. Following the accelerated recall, the Employer shall make every effort to employ as soon as possible the seniority workers who did not report. In using this accelerated recall the Employer shall:

- A. Notify the Union immediately when this need arises, giving the number of workers needed, date of reporting, and reason why it is necessary to use this recall.
- B. Keep record of those contacted and their response and will give such information to Union upon request.

It is understood and agreed between the parties that this accelerated recall procedure is limited to emergency need by the Employer as outlined above and shall not be used to replace or evade the regular recall procedure.

- 14. The Employer will notify the Union, in writing, of layoffs seven (7) days, or as soon as possible, prior to layoff and will furnish the Union with a list of those workers to be laid off.
- 15. Beginning with the signing of this Agreement and two (2) weeks

prior to the start of an operation, or each three (3) months thereafter, whichever comes first, the Employer shall provide the Union with an up-to-date seniority list, showing the name of ~~each worker~~, his/her seniority-date, social security number and job classification. The Employer shall post such seniority list on the Employer's bulletin board as follows:

The seniority list shall be posted by the Employer at the signing of this Agreement and thereafter at the start of each operation, or every three (3) months, whichever comes first, for a period of two (2) weeks.

If a question arises concerning the accuracy of the lists, the Union and the Employer have up to two (2) weeks after the posting is completed to resolve the dispute. If the dispute remains after two (2) weeks, any unresolved matters relating to the seniority lists shall be submitted to expedited arbitration.

16. It is understood that the Employer and the Union may agree, in writing, to make deviations from those seniority provisions regarding application of seniority.

Upon request either party, the Union and the Employer, may review and agree to revise a seniority provision one (1) year after the date of signing the Agreement.

ARTICLE 5

GRIEVANCE AND ARBITRATION

1. All disputes between the Employer and the Union arising out of the interpretation or application of this Agreement shall be subject to the Grievance and Arbitration procedure. The Grievance and Arbitration procedure shall be the exclusive remedy with respect to any disputes arising under this Agreement until this procedure has been exhausted and no other remedies shall be utilized by any person with respect to any dispute involving this Agreement until the procedure has been exhausted.

2. Grievances shall be processed in the following manner:

Step 1: - Any grievance shall be immediately taken up between the supervisor involved and the Union Steward. They shall use their best efforts to resolve the grievance.

Step 2: In the event the grievance is not immediately resolved, the grieving party shall reduce the grievance to writing, setting forth the nature of the grievance, and file it with the other party. A grievance regarding a discharge of a worker must be filed in writing within five (5) days of the discharge. All other grievances must be filed in writing within thirty (30) days of the occurrence of the grievance or its discovery. The Employer and the Union shall meet within ten (10) days after the written grievance is filed. The Union may be represented by the workers' Grievance Committee at

such meeting. If the grievance is not resolved in such meeting, the party receiving the grievance shall immediately give a written response to the other regarding its position, including reasons for denying the grievance. A Union representative may fully participate in all steps of the grievance procedure.

Step 3: If the grievance is not settled in Step 2, the grieving party may appeal the grievance to arbitration by giving written notice of its desire to arbitrate to the other party within thirty (30) days of the Step 2 meeting. The arbitrator shall consider and decide the grievance referred to him. In cases where more than one grievance is referred to arbitration, the arbitrator may hold consecutive hearings to expedite hearings. The arbitrator shall not have authority or jurisdiction to modify, add to, or detract from, or alter any provision of this Agreement. Within that limitation his authority shall include awarding back pay to workers for any loss of earnings from the Employer, and awarding damages to the Employer in appropriate circumstances. He also shall have the authority to apply this Agreement and order compliance by all parties with the terms of the Agreement. The arbitrator in his discretion, may render a bench decision, or may allow briefs, but in any event shall issue a decision in writing to the parties within fifteen (15) days after the date of the close of the

hearing. The decision of the arbitrator shall be binding on the Employer, the Union and the workers. All expenses and salaries of the arbitrator shall be born equally by the parties. Each party shall pay the cost of presenting its own case.

3. Both the Employer and the Union agree to a designated permanent arbitrator, WILLIAM PIVAR. If the arbitrator shall at any time be unable or refuses or fails to act, or he vacates his position, the Employer and the Union shall immediately select his successor or substitute. If selection cannot be agreed upon, either the Union or the Employer may request from the American Arbitration Association or the Federal Mediation and Conciliation Service a panel of eleven (11) arbitrators. After receipt of the list, the parties shall meet to select the arbitrator. If the parties cannot agree upon the selection, then they shall turn to the list of arbitrators received. The person to strike first shall be determined by a coin toss. The name remaining after each party has struck five (5) shall be the person designated as arbitrator. Every six (6) months either party may request a new list of arbitrators and require a new meeting to select a new arbitrator.

4. Grievances not filed or appealed within the time limits established in Section 2 shall be deemed waived. However, grievances dropped prior to arbitration shall be considered as withdrawn without prejudice to either party's position on similar matters in the future.

5. The parties agree that the primary purpose of the grievance procedure is to resolve grievances as speedily as possible and to maintain good relations between the Union, the Employer, and the workers. It is recognized that there are times and that there are certain issues that may arise, which make it in the best interest of all concerned to have a resolution of the matter more quickly than provided in the above procedure. Accordingly, grievances may at the request of the grieving party and with written notice to the other party be expedited to arbitration. After such a grievance has been reduced to writing, the grieving party may request and there shall be a Second Step meeting within two (2) work days and the responding party will immediately provide its answer in writing, if it denies the grievance, setting forth the reasons for denial. The grieving party may then request, with notice to the responding party, that the grievance be referred to the arbitrator within three (3) work days from the written responsive answer. If such a grievance is presented to the arbitrator, it is agreed that it will take precedence, as to investigation, hearing date, and issuance of decision, over any other case.

6. The arbitrator may make a field examination in any case he deems it advisable.

7. In the event of a claim that Article 27, No Strikes has been violated, the Employer may contact the arbitrator. The arbitrator shall immediately determine whether a violation has occurred. If the arbitrator determines that a violation has

occurred, he shall order the workers to return to work immediately. This in no way alters the obligations of either party under the other provisions of this Agreement.

8. Any claim by the Union that on-the-job conduct of any Employer supervisor is abusive of any worker's rights may be treated as a grievance, provided that such conduct has occurred on more than one occasion and is specified in detail in the grievance.

9. Where possible, grievances shall be processed outside of working hours. If it is necessary to process grievances during working hours:

- A. It shall be done in a manner that minimizes the interruption of work.
- B. Members of the Ranch and Grievance Committees and stewards shall be permitted to leave their work (after checking with their supervisors) without loss of pay for the purpose of processing grievances and meeting with management up to a total (for all members of both Committees and stewards) of seven and one-half (7½) hours per week (not to be accumulated from week-to-week), and
- C. The steward's function at Step 1 shall be performed without loss of pay.

ARTICLE 6

DISCIPLINE AND DISCHARGE

1. The Employer shall have the sole right to discipline and discharge workers for just cause providing that in the exercise of this right it will not act in violation of the Agreement. Except as provided in Article 3, Section 12, no worker shall be disciplined or discharged without just cause.

2. Prior to any disciplinary action or discharge, the Employer shall notify the steward or other Union official, and such Union representative shall have the right to be present when formal charges are made. Provided, however, if a situation occurs in a remote area, where the Employer deems it necessary to take action and no steward or Union representative is available, and after the Employer has made a reasonable effort, including telephoning the Union's area office, if necessary, to notify a steward or Union representative of the contemplated action, the Employer may take action and must give written notice in accordance with Section 3 below.

3. Written notice of a discharge or suspension and the reason for the action shall be given to the workers involved and the Union within two (2) work days after the date of the discharge or suspension. A letter which is post marked within two (2) work day periods shall be considered to be in compliance with

this notice requirement. The time limit for the initial filing of the grievance challenging a discharge under Article 5, Section 2, shall not begin to run until the Union receives this written notice.

4. In relation to discipline, the steward of the worker to be disciplined or other Union official shall have the right to interview the worker in private.

ARTICLE 7

RIGHT OF ACCESS TO COMPANY PROPERTY

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

2. Before a Union representative contacts any of the workers during working hours, he shall notify the Employer that he is on the premises.

3. The Union shall advise the Employer of the names of its duly authorized and designated representatives.

ARTICLE 8

NEW OR CHANGED JOBS

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

- A. The Employer shall notify the Union in advance of new job classifications not included in the pay scale of this Agreement, or of changes in operation of existing job classifications.
- B. The Employer and the Union shall meet within five (5) days after notices are received to negotiate the wage rates.
- C. Whether or not the Union has agreed to the proposed rate, the Employer may set the wage or piece rate in relation to the classifications and rates of pay in Appendix A and put the rate into effect after such notice.

2. If the Employer and the Union cannot reach an agreement with respect to the wages or piece rates applicable to the new or changed jobs either party may submit the matter to Arbitration as provided for in Article 5, Section 2, of the Grievance and

Arbitration Procedure. The scope of such arbitration shall be the establishment of the job classification, the job content and the job wage rate.

~~-----~~ The wages or piece rates agreed upon or determined pursuant to arbitration as provided above shall be retroactive to the date when the new or changed job went into effect.

ARTICLE 9

LEAVES OF ABSENCE

1. Any worker elected or appointed to an office or position in the Union shall be granted a leave of absence for a period of continuous service with the Union upon written request of the Union. Ten (10) days' notice, whenever possible, must be given to the Employer 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.

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

A. Written notice shall be given by the Union to the Employer at least two days prior to the commencement of such leave,

B. Such leaves shall not be granted during periods of time when there is a shortage of harvesting labor and shall not exceed 10% of the workers covered by this Agreement, and

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

3. A leave of absence without pay shall also be granted to workers by the Employer upon workers applying to and being

confirmed by the Employer for any of the following reasons without loss of seniority:

- A. When the worker has been summoned for jury duty or has been subpoenaed as a witness in any court proceeding;
- B. Up to two years of illness or injury requiring absence from the job, provided, the worker provides, upon request, a doctor's certificate or other adequate evidence of such illness or injury; and
- C. For valid personal reasons, not to exceed thirty (30) days where prior notice specifying reason is given to the Employer.

All leaves of absence in excess of three (3) days shall be in writing on approved leave of absence forms pursuant to Appendix provided by the Employer. Such forms shall be signed by the Employer representative, the worker requesting the leave, and by the Union steward or other Union representative to signify receipt of the Union's copy. Leaves of absence as provided herein shall be extended by the Employer for good cause shown if request for such an extension is made by the worker in writing, 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 Employer, 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 Employer may agree to his/her leave in preference to that worker over other workers with higher seniority.

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

ARTICLE 10

MAINTENANCE OF STANDARDS

All practices relating to wages, hours of work, and working conditions shall be maintained at no less than the highest standard in effect at the time the Agreement is signed, except as they are changed or eliminated by agreement.

ARTICLE 11

SUPERVISORS

Supervisors and other employees not included in the bargaining unit shall not perform work covered by this Agreement, nor shall they operate forklifts or other loading equipment in the orchards except in an emergency, or except when the regularly assigned operator or operators are unavailable, or except when it is necessary to do so to supply boxes or bins to the pickers or remove fruit from the orchard in order to prevent an interruption of the operation. This paragraph shall not be used for the purpose of avoiding the recall of bargaining unit workers for work they would normally perform.

ARTICLE 12

WORKERS' SECURITY

1. The Employer agrees that any worker may refuse to pass through any picket line established at the premises of any other employer and sanctioned by the Union; provided, however, that the Union shall not establish or sanction a picket line at the premises of any grower supplying fruit to the Employer at any time during the harvest season or pruning season for the purpose of depriving that grower of picking or pruning labor which is covered by this Agreement and supplied by this Employer.
2. No worker under this Agreement shall be required to perform work that normally would have been done by the employees of another employer who are engaged in a strike sanctioned by the Union.

ARTICLE 13

RECORDS AND PAY PERIODS

1. The Employer shall keep full and accurate records, including total hours worked, piece rate or incentive rate records, total wages and total deductions. Workers shall be furnished a copy of the itemized deductions, hours worked, total units, and total wages each pay day. The daily record of piece rate production for each crew shall, on request, be made available by the crew foreman for inspection by the steward or by any worker.
2. The Union shall have the right, upon notice given to the Employer to examine work production or other records that pertain to workers' compensation.

ARTICLE 14

HEALTH AND SAFETY

1. The Employer and the Union are interested in the health and safety of workers while working with the Employer. It is understood and agreed that it is necessary in sophisticated farming practices today that the growers whose fruit is picked and packed by the Employer must use certain agricultural chemicals for the control of pests. The Employer recognizes that the use of agricultural chemicals must be such as not to cause injury to the workers. In order to insure the protection of the workers from chemicals which are applied by other parties, the Employer agrees to express his concern to its growers that the growers

not use chemicals which are banned by law, including but not limited to DDT, DDD, DDE, Aldrin and Dieldrin. Upon request by the Union when it in good faith believes that there has been some illness or injury caused by an agricultural chemical, or that some law or regulation has been violated, the Employer will use its best efforts to secure all necessary information regarding the said chemical, such as the brand and chemical name, the date, location, and method of application, the amount, formulation and concentration, name of applicator and date of harvest.

2. The Union shall cause to be formed a Health and Safety Committee (the "Committee") comprised of workers' representatives. The Committee may confer with the Employer with respect to the formulation of rules and practices relating to the health and safety of the workers, including the use of tools and equipment as they may affect the health and safety of workers, and sanitary conditions.

3. No worker under this Agreement will be required to work when in good faith he/she believes that to do so would immediately endanger his/her health or safety.

4. There shall be adequate toilet facilities, separate for men and women in the field readily accessible to workers, that will be maintained at the ratio of one for every thirty-five (35) workers or fraction thereof.

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

6. Adequate first aid supplies shall be provided for each crew and kept in clean and sanitary dust proof containers.

7. Tools and equipment and protective garments necessary to perform the work and/or to safeguard the health of or to prevent injury to a worker's person shall be provided, maintained and paid for by the Employer, such as but not limited to, bags, clippers, leather gloves, and sleeves to all picking workers.

Workers shall be responsible for returning all such equipment that was checked out to them, but shall not be responsible for breakage, unless it can be shown that the breakage is caused by a dishonest or willful act or by gross negligence, or for normal wear and tear. Workers shall be charged actual cost for such equipment broken as a result of a dishonest or willful act or by gross negligence. Workers shall give an authorization permitting a deduction for such equipment broken or not returned. Receipts for returned equipment shall be given the workers by the Employer.

8. Any violation of this Article shall be subject to the expedited grievance and arbitration procedure.

9. Unless otherwise provided in this Article, compliance by the Employer with all applicable federal, state and local laws and regulations relating to health and safety shall constitute compliance under this Article.

ARTICLE 15

UNION LABEL

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

1. The Employer will make available to the designated Union representatives, at Union's request:

LABELS

- A. Trademark registration;
 - B. Printing source;
 - C. Number of labels used.
2. The Union label and Union seal are and shall remain the sole property of the Union. During the term of this Agreement Employer shall be entitled to the use of said label or seal. It is agreed that during the term of this Agreement produce harvested by Union members and shipped by Employer in packages or containers under its own labels shall bear the Union label or seal. In this regard, Employer 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 Employer.
 3. Security Clause: In the event of the Employer's misuse of the Union label or seal on packages or units harvested 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 Employer and the Employer 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.

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

5. Employer agrees to give to Union upon request a record of the daily shipping reports.

ARTICLE 16

NO DISCRIMINATION

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

ARTICLE 17

BULLETIN BOARDS

The Employer will provide a bulletin board of legal size clip board type for the use of the Union in posting notices, to be placed on the portable toilet which is provided for each crew, or in any such central location as shall be mutually agreed.

ARTICLE 18

INCOME TAX WITHHOLDING

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

ARTICLE 19

HOURS OF WORK, OVERTIME, AND WAGES

OVERTIME: The following overtime provisions shall apply to all workers, except to irrigators and foremen:

1. Workers whom the company assigns to work over eight (8) hours during any day shall be paid a premium of thirty-five cents (35¢) for all hours they are assigned to work in excess of eight (8) hours, but no more than ten (10) hours in any one day.

Workers whom the company assigns to work over ten (10) hours in any day shall be paid at the rate of one and one-half (1 and $\frac{1}{2}$) times their regular rate of pay or their average hourly piece rate earnings based on the preceding payroll week for all hours they are assigned to in excess of ten (10) in any one work day.

2. Workers shall be paid at the rate of one and one-half (1 and $\frac{1}{2}$) times their regular rate of pay or their average hourly piece rate earnings based on the preceding payroll week for the first eight (8) hours they are assigned to work on their seventh (7th) consecutive work day, and thereafter, two (2) times their regular rate of pay or their average hourly piece rate earnings based on the preceding payroll week for all hours they are assigned to work in excess of eight (8) hours on their seventh (7th) consecutive work day.

3. Night Shift Premium: Night shift shall apply for all who work a majority of their shift between the hours of 6:00 p.m. to

6:00 a.m. for which night shift the worker shall be paid a premium of thirty-five cents (35¢) per hour for all hours worked.

4. There shall be no pyramiding of overtime or night shift premium.

5. Each worker shall be entitled to one full day (24 hours) off work without pay during each payroll week. Insofar as possible, work shall be arranged so that each worker will have Sunday off.

6. Mealtime breaks shall be one-half ($\frac{1}{2}$) hour and shall not be compensated for nor counted as hours worked.

7. A worker shall receive the rate of his classification for all time worked, including time, if any, worked in a classification with a lesser rate of pay.

8. When a worker performs work in a higher rated job, he shall be paid at the higher rate for all time worked on the higher rated job.

9. When a worker is working as a trainee in a higher rated job, he shall be paid for such training period at his regular rate of pay for a time period up to twenty-eight (28) continuous calendar days; if such worker qualifies for the higher rated job and retains it after the twenty-eight (28) continuous calendar days, he shall then be paid at the higher rate.

10. Wage rates for specified job classifications are set forth in Appendix "A" attached hereto.

ARTICLE 20

REPORTING AND STANDBY TIME

A. A worker paid on an hourly or piecework basis who is required to report for work and does report and is furnished no work or less than four (4) hours of work for reasons other than an Act of God, or where workers refuse to work, or other causes beyond control of the company, shall be paid at least four (4) hours for that day at the worker's hourly rate of pay, or the worker's average hourly piece rate earnings based on the preceding payroll week.

B. A worker shall be paid for all time he or she is required to remain on the job at his or her hourly rate or average hourly piece rate earnings based on the preceding payroll week.

C. The Company shall make a reasonable effort to provide the workers with a reporting time as close as possible to the actual work starting time for crews whose starting working hours are subject to change.

ARTICLE 21

REST PERIODS

Workers shall have paid rest periods of fifteen (15) minutes each, which insofar as practical, shall be in the middle of each four (4) hour work period or major fraction thereof.

ARTICLE 22

VACATIONS

1. The Company shall grant vacations with pay to employees according to the following schedule, based on hours and gross earnings in the prior calendar year (calendar year in this paragraph means January 1 through December 31).

A. All employees who worked 650 hours or more in the prior calendar year will qualify for an amount equal to two percent (2%) of their total gross earnings in the prior calendar year and one (1) week of vacation.

B. All employees who worked 650 hours or more in the prior calendar year and with four (4) years of service with the Company will qualify for an amount equal to four percent (4%) of their total gross earnings earned in the prior calendar year and two (2) weeks vacation.

C. If an employee's vacation period includes one of the holidays set forth in Article 24, his or her vacation period shall be extended to include such holiday. In the event such holiday is a paid holiday, the employee shall receive pay for the holiday, provided he/she would have qualified had he/she not been on vacation. The rate of pay shall be as provided in Article 24.

D. Vacation time off for employees shall be mutually agreed upon, except if more employees want a particular vacation period than can reasonably be spared, the employees with the highest seniority shall have first preference.

E. Vacation checks for eligible employees are due and payable on January 15th of every year, except that the employees may request that the Company defer payment until such time off under Section D above.

F. Any employee whose employment is terminated shall receive his/her earned vacation pay as of the date of termination in accordance with the provisions of Section A and B of this Article, in accordance with applicable state law.

G. Vacation checks shall be paid by separate check and tax deduction shall be for the regular amount deducted for their regular pay periods.

H. In the event the workers were covered by a vacation plan prior to the negotiation of this contract, the Company shall maintain that vacation benefit schedule and pay workers all monies earned under such vacation plan. Vacation eligibility time requirements shall be waived and the Company shall pay prorated benefits earned up to the effective date of this Agreement.

ARTICLE 23

BEREAVEMENT PAY

To make funeral arrangements and to attend the funeral of a member of the immediate family (father, mother, child, brother, sister, husband or wife, mother-in-law, or father-in-law), the worker who has worked for the company at least five (5) days, including days off on excused absences, during the two (2) weeks preceding the week of the funeral will be paid what he/she would have earned had he/she been working for the company, not to exceed three (3) days. The company may require a death certificate or other evidence of death.

ARTICLE 24

HOLIDAYS

A. Commencing with the effective date of this Agreement, Washington's Birthday, Memorial Day, Thanksgiving Day and Christmas Day shall be paid holidays.

HOURLY WORKERS: Hourly workers shall receive eight (8) hours pay at his/her hourly rate of pay.

PIECE RATE WORKERS: Pay for piece rate workers shall be an amount equal to the workers average daily earnings during the payroll week immediately preceding the week in which the holiday falls, unless the employee did not work during such week, in which event his/her pay shall be an amount equal to the worker's average daily earnings based on the daily average earned during the preceding payroll period worked. The average daily earnings computation for such pay shall be based on days when the worker works four (4) hours or more.

B. To be eligible for a paid holiday, 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 workdays both immediately before and after the holiday.

C. The following shall be recognized as unpaid holidays under the terms of this Agreement: Labor Day.

D. Any work performed on the above listed holidays shall be paid for at a rate of one and one-half (1 and $\frac{1}{2}$) times the regular rate of pay and shall be in addition to the worker's holiday pay.

E. When a holiday falls on a Sunday, the following Monday shall be observed as a holiday.

ARTICLE 25

JURY DUTY AND WITNESS PAY

Workers who have worked at least five (5) days during the two weeks preceding the week in which the following events occur shall receive the benefit of this Article. A worker will be paid jury duty or witness pay for testifying in any legal proceeding not between the parties for any days of work missed due to the performance of such service. Jury duty or witness pay is defined as the difference between the fees received by such worker for performing such service and what he/she would have received had he/she been working for the company for each day of service. To receive pay under this Article, the worker must provide the company with a copy of notice summoning him/her to appear, and if so requested, documentary evidence of the amount of fees received for performing such service.

ARTICLE 26

CREDIT UNION WITHHOLDING

Upon proper written authorization from a worker to the Employer, deductions as provided for in such authorization shall be made by the Employer for deposits to the credit of the worker with the Farm Workers Credit Union, and such money shall be forwarded on a weekly basis to that organization at Post Office Box 62, Keene, California 93531, or such other address as designated by the Administrator of the Fund, provided, however, that if a worker shall revoke an authorization once made, the revocation, which shall be in writing, shall continue in effect until the following September, after which time the worker may again make a written authorization for withholding.

ARTICLE 27

LOCATION OF EMPLOYER OPERATIONS

Upon the execution of this Agreement, the Employer shall provide the Union with a map showing the locations, crops, and acres where the Employer conducts its agricultural operations and it shall notify the Union of any new locations during the life of this Agreement. Use of this information shall be subject to the provisions of Article 7 hereof, Right of Access.

ARTICLE 28

SUBCONTRACTING

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

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

3. The Employer shall notify the Union in advance of any subcontracting.

ARTICLE 29

MODIFICATION

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

ARTICLE 30

SAVINGS CLAUSE

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

ARTICLE 31

SUCCESSOR CLAUSE

This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns. Successors and assigns for the purpose of this Article applies to a sale or other transfer of the business and ownership of the Employer. A sale of assets, either in whole or in part, which does not involve continuation of the workers of the Employer to operate such sold or transferred business or assets shall not be subject to the provisions of this Article.

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

ARTICLE 32

RUFINO CONTRERAS DAY

A. The second Sunday of February of each year during the term of this Agreement shall be designated as "RUFINO CONTRERAS DAY". All workers on "RUFINO CONTRERAS DAY" shall receive an amount determined as follows:

HOURLY WORKERS: Hourly workers shall receive eight (8) hours pay at his/her hourly rate of pay.

PIECE RATE WORKERS: Pay for piece rate workers shall be an amount equal to the workers average daily earnings during the payroll week immediately preceding the week in which "Rufino Contreras Day" falls, unless the employee did not work during such week, in which event his/her pay shall be an amount equal to the worker's average daily earnings based on the daily average earned during the preceding payroll period worked. The average daily earnings computation for such pay shall be based on days when the worker works four (4) hours or more.

B. The above pay for RUFINO CONTRERAS DAY shall be in addition to any pay due to the worker if he or she is required to work on RUFINO CONTRERAS DAY. Upon receipt of proper written authorization from the workers, the Company shall deduct from such worker's wages the pay received for RUFINO CONTRERAS DAY and the Company shall remit such sum to the RUFINO CONTRERAS FUND of the United Farm Workers of America, 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.

C. Company shall prepare a summary report containing the names and Social Security numbers of each and all workers on the Company's payroll for the week preceding RUFINO CONTRERAS DAY. This report shall also include the following data relative to each worker: total hours worked, hourly rate, gross pay, an accounting for all monies deducted pursuant to this Article and totals for all workers shall be included.

D. Said report shall be remitted to the RUFINO CONTRERAS FUND Committee of the United Farm Workers of America, AFL-CIO, P.O. Box 62, Keene, California 93531 by the twenty-fifth (25th) of the month following the Sunday designated in this Agreement.

ARTICLE 33

ROBERT F. KENNEDY FARM WORKERS MEDICAL PLAN

- A. The Company shall, beginning with the effective date of this Agreement, contribute to the Robert F. Kennedy Farm Workers Medical Plan thirty-eight cents (\$.38) per hour for each hour worked for all workers covered by this Agreement.
- B. In accordance with Article 40, the monies and a summary report shall be remitted to the Robert F. Kennedy Farm Workers Medical Plan, Department 3-6534, Los Angeles, California 90088 or at such address as designated by the Administrator of the Plan.
- C. In the event that the Company files in bankruptcy or Chapter XI Proceedings, it will notify the Plan of such action and will list the Plan as a separate creditor qualified as a priority claim pursuant to the Bankruptcy Act. Notification to Union or any of the other Plans or Funds shall not constitute compliance with this Article.
- D. The place of performance for the Company's obligations with respect to the Robert F. Kennedy Farm Workers Medical Plan shall be the City and County of Los Angeles, California.

ARTICLE 35

MARTIN LUTHER KING FARM WORKERS FUND

A. The Company shall, beginning with the effective date of this Agreement, contribute to the Martin Luther King Farm Workers Fund five cents (\$.05) per hour for each hour worked by all workers covered by this Agreement. Expenditures or investments of contributions shall be solely restricted to those charitable and education 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.

B. In accordance with Article 40, the monies and a summary report shall be remitted to the Martin Luther King Farm Workers Fund, Dept. 2-7355, Los Angeles, California 90088 or at such address as designated by the Administrator of the Plan.

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

D. The place of performance for the Company's obligation with respect to the Martin Luther King Farm Workers Fund shall be the City and County of Los Angeles, California.

ARTICLE 36

FAMILY HOUSING

The Employer 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 hardship on families, particularly the children, who must readjust to new locations and new school patterns. It is mutually agreed by the Employer and the Union that they will, when they are in agreement as to any particular piece of legislation, cooperate to encourage direct governmental action at the Federal, State and County level to plan, finance and construct public housing in important agricultural locations. The parties understand that the means and methods of action might vary.

ARTICLE 37

MANAGEMENT RIGHTS

1. The Employer retains all of its established, traditional and inherent rights of management except as expressly and explicitly modified by this Agreement. The parties agree that specific enumeration or illustration of the Employer's management rights is unnecessary.
2. The Employer shall have the right to establish and post work rules and safety rules applicable to all workers.

ARTICLE 38

NO STRIKES - NO LOCKOUTS

1. There shall be no strikes, slowdowns, sitdowns, boycotts, or other interruptions of work by the Union or by the workers covered by this Agreement during the term of this Agreement, but subject to the provisions of Article 12, Workers' Security. The Union will not authorize or approve of any such activity. There shall be no lockout by the Employer.

2. If any such unauthorized strike, slowdown, sitdown, boycott, or other interruption of work occurs, the officers and representatives of the Union shall do everything within their power to end or to avert such prohibited activity.

3. If any such unauthorized lockout should occur, the Employer shall do everything within its power to end such prohibited activity.

ARTICLE 39

MECHANIZATION

A. The company shall have the right to use the kinds of mechanical equipment it has used in the past and to use new kinds of mechanical equipment except as restricted in Section 2 and 3 of this Article.

B. In the event the company anticipates the 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 the training of displaced workers to operate and maintain the new mechanical equipment, the placement of displaced workers in other jobs with the company, the training of such workers for other jobs with the company, or the placing of such workers on a preferential hiring list which the company and the union will use in conjunction with Article 3, Hiring.

C. If the company anticipates mechanization of its operation which will permanently displace more than twenty-five percent (25%) of its workers, it shall notify the union and, upon request, bargain with the union prior to the introduction of such mechanical equipment. If the parties cannot agree on the introduction of such equipment, the company shall have the right to utilize it and the union shall have the right to strike, notwithstanding the provisions of Article 38, No Strikes.

ARTICLE 40

REPORTS TO UNION

Section 1: All contributions due under this Agreement on fringe benefit plans shall be computed on the preceding monthly payroll periods for every worker covered by this Agreement and shall be remitted monthly. In conjunction therewith, a monthly summary report will be mailed on or before the 15th of each month, covering the preceding payroll month for which contributions for fringe benefits are due.

The monthly summary report shall include, for each worker being reported, name, social security number, total hours worked, total compensation paid, and total contributions due each plan. Said monthly report shall also show total number of workers reported, total compensation paid such workers, total hours worked by such workers, as well as total contributions being remitted to each plan.

Section 2: In the event the Company has no workers in its employ during any monthly payroll period, the Company shall submit to each plan, on forms to be provided by Plans, a certified statement to the effect. Said statements shall be mailed on or before the 15th day of the following calendar month.

Section 3: The Company understands and agrees that it shall be deemed delinquent with respect to the Plans, for any payroll month in which the required contributions and monthly reports, or the required statement that the Company had no covered workers in its employ during such month, is not postmarked on or before the 15th day of the succeeding calendar month.

ARTICLE 41

DURATION OF AGREEMENT

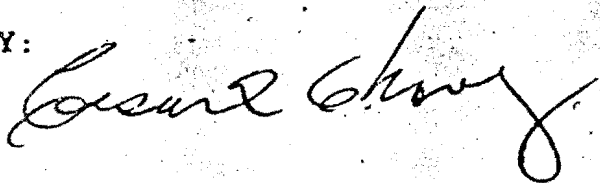
This Agreement shall be in full force and effect for a period of one (1) year from the date of execution thereof by the parties. This Agreement shall automatically renew itself upon expiration of this Agreement unless either of the parties shall have given notice in writing to the other party sixty (60) 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 this 22 day of March, 198 .

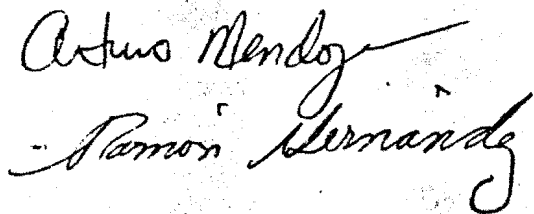
UNITED FARM WORKERS OF AMERICA,
AFL-CIO

SUN WORLD, INC.

BY:



BY:



APPENDIX A

WAGES

75-RC-42-R

GENERAL LABOR.....\$4.55 per hour
BIN REPAIR.....\$4.60 per hour
HOURLY CITRUS PICKING(Sunburned Fruit).....\$4.65 per hour
FORK LIFT OPERATOR..... \$50.00 per day + 10¢ per bin

CITRUS HARVEST (piece rates)

A. The bin rates paid during the term of this Agreement shall be fifty cents (50¢) more per bin for each field or grove where a rate is established and this rate shall constitute the fixed rate for harvesting for the term of this contract. The provisions of Article 38, No Strikes- No Lockout shall apply to the citrus piece rates referred to in this section.

B. If a field or grove is harvested by the workers covered by this agreement where a rate is not established, for the type of pick required, the rate for the harvest of each such field or grove shall be negotiated as follows:

1. The Company and the Union shall each designate a Piece rate Representative. Prior to the start of harvesting in any grove or block, the Company and Union Piece Rate Representatives shall meet to establish a piece rate for

the harvesting work in the grove or block. The maximum size of the grove or block for which a particular piece rate is established shall be approximately forty (40) acres. The rate shall be based upon such factors as the type of fruit which is being picked, the yield per tree, the condition of the grove (i.e., the presence of weeds and irrigation borders and whether or not the branches of adjoining trees are tangled or interlocked), the size of the fruit, the method of picking, whether or not a ladder is used, and, if so, the ladder's height.

2. In the event the Company and Union Piece Rate Representatives are unable to agree on a rate for a particular grove:

a. The parties may agree to submit the dispute to arbitration, in which case the worker shall work at the rate established by Company until the dispute is resolved. The arbitrator shall decide whether the rate established by the Company or the rate proposed by the Union provides the fairer and more equitable compensation. The arbitrator shall have authority only to select either the rate established by the Company or the rate proposed by the Union and shall have no authority to set another rate himself. In determining which rate should apply, the arbitrator may visit the grove where the rate is in dispute, provided both the Company and the Union Piece Rate Representatives are given

the opportunity to accompany him on his visit. In the event the arbitrator chooses the rate proposed by the Union, the workers who worked under the rate established by the Company in the disputed grove or block shall be entitled to back pay based upon their actual output while working under the rate established by the Company.

b. If either of the parties refuses to submit the dispute to arbitration, workers working at the particular grove shall be free to refuse to work at that grove without violating Article ____, NO STRIKES-NO LOCKOUTS. This shall not relieve workers working at other groves and the Union from the obligations under Article ____, NO STRIKES - NO LOCKOUTS except at the grove where the rate dispute exists. When the dispute as to the rates for that particular grove is resolved, the provisions of Article ____, NO STRIKES - NO LOCKOUTS shall again be applicable to that grove.

3. _____ shall be designated as arbitrator to resolve piece rate disputes arising hereunder and shall serve in that capacity so long as both parties agree to his designation. If either of the parties desire that a new arbitrator be designated, the Company and the Union shall select his successor or substitute. If selection cannot be agreed upon, the parties shall request

the State of California Mediation and Conciliation Service to designate a staff member of that agency to serve as arbitrator in a piece rate dispute. The restrictions established on the arbitrator's authority set out above shall be applicable to the person designated by the State of California Mediation and Conciliation Service.

C. For purposes of Sections A and B of this Appendix A, a full bin shall be defined as level full.

APPENDIX "B"

SUN WORLD, INC.

AND

UNITED FARM WORKERS OF AMERICA, AFL-CIO

DATE: _____

SOCIAL SECURITY NO.: _____

SENIORITY DATE: _____

NOTICE OF RECALL

In accordance with Article 4 of the Contract between SUN WORLD, INC. and UFW, you are hereby notified to report to the _____ crew on _____ at _____ a.m.

To verify this date in case of any change, call the SUN WORLD, INC. office (398-6181) or the UFW (398-6179) two days beforehand. There will be notices in Company and Union offices and on KVIM and XED radio.

Please bring social security card. Failure to report to work may result in loss of seniority under Article 4, Section 2, of the SUN WORLD, INC. - UFW Agreement.

EMPLOYER _____

APPENDIX "C"

SUN WORLD, INC.

AND

UNITED FARM WORKERS OF AMERICA, AFL-CIO

NOTICE REGARDING RECALL

You are hereby notified that, pursuant to the Collective Bargaining Agreement between the Employer and the United Farm Workers of America, AFL-CIO, workers will be recalled next season in the following manner:

1. Two (2) weeks before work is scheduled to begin we will mail you a notice of recall giving the approximate beginning date. To accomplish this, we request that you fill out the attached card giving your mailing address or the address where you expect to be at the time of recall. If you need help, please ask your foreman or Union steward. They will be glad to assist you.

2. The seniority ranking of the crews is as follows:

- | | | |
|----|----|-----|
| 1. | 5. | 9. |
| 2. | 6. | 10. |
| 3. | 7. | 11. |
| 4. | 8. | 12. |

3. Workers will be assigned to crews according to their seniority. The highest seniority worker will be assigned to the highest seniority crew. If you wish to work with a specific crew, please indicate by writing in that crew in the crew preference line. Requests will be granted on the basis of seniority. You should know, however, that if the crew you choose has less seniority, you will not be recalled until that crew begins and you will also be laid off with that crew at the end of the season.

4. The exact starting date will be available at least forty-eight (48) hours before actual commencement of work and you can ascertain it in the following manner:

- A. The exact date will be posted at the Company bulletin boards. They are located at: _____
- B. It will also be posted at the Union office.
- C. Call the Company office (398-6181), or the Union office (398-6179)
- D. Listen to radio stations KVIM, Coachella or XED, Mexicali, for the information.

APPENDIX "D"

SUN WORLD, INC.

AND

UNITED FARM WORKERS OF AMERICA, AFL-CIO

FAMILY REGISTRATION FORM

We the following workers wish to register as a family unit, pursuant to Article 4 of the Agreement between SUN WORLD, INC., and the UNITED FARM WORKERS OF AMERICA, AFL-CIO. We understand that our seniority date will be that of the person in our family who fills out this form. For purposes of this registration form "family" shall be defined as father, mother, and children unmarried and living at home as per Article 4, Section 10.

NAME _____	S.S.# _____	RELATIONSHIP _____
NAME _____	S.S.# _____	RELATIONSHIP _____
NAME _____	S.S.# _____	RELATIONSHIP _____
NAME _____	S.S.# _____	RELATIONSHIP _____
NAME _____	S.S.# _____	RELATIONSHIP _____

SIGNED

DATE

COMPANY

ADDRESS

TELEPHONE

COPIES TO:
United Farm Workers of America,
AFL-CIO
1639 Sixth Street
Coachella, California 92236
TELEPHONE: 398-6179

LETTER OF UNDERSTANDING

BETWEEN

SUN WORLD, INC.

AND

UNITED FARM WORKERS OF AMERICA, AFL-CIO

RE: FUNDS CONTRIBUTIONS

It is agreed between the Company and the United Farm Workers of America, AFL-CIO that contributions to the Robert F. Kennedy Medical Plan shall be forty cents (40¢) per hour commencing the last payroll period of July, 1982.

The Company will thereafter make contributions to the Robert F. Kennedy Medical Plan in the amount of forty cents (40¢) per hour and will at the same time reduce payments to the Juan De La Cruz Pension Fund from fifteen cents (15¢) per hour to fourteen cents (14¢) per hour and at the same time reduce payments to the Martin Luther King Fund from five cents (5¢) per hour to four cents (4¢) per hour.

Executed this _____ day of _____, 1982.

UNITED FARM WORKERS OF
AMERICA, AFL-CIO

SUN WORLD, INC.

BY: _____

BY: _____

The following Supplemental Agreement is between Sun World, Inc. and the United Farm Workers of America, AFL-CIO.

RE: ARTICLE 1, RECOGNITION

The Company disclosed to the Union that Company operates a commercial packing plant under the jurisdiction of the National Labor Relations Act.

In entering this Collective Bargaining Agreement, the Company agrees that all agricultural employees of the Company will be covered and included under the terms, that said employees are in the employ of the Company and performing employment covered by the Agricultural Labor Relations Act of the State of California. Inclusion of Company's agricultural employees under this Collective Bargaining Agreement shall apply whether said employees are performing work in a joint venture, a sole proprietorship, a partnership or any other form of agricultural business operation so long as said employees are employed by the Company.

RE: ARTICLE 4, SENIORITY

Since this is the first Agreement entered into between the United Farm Workers of America, AFL-CIO and Sun World, Inc., it is understood and agreed between the parties that workers who fail to report within three (3) working days of the date of the Notice of Recall, unless satisfactory reasons are given, will then lose seniority under Article 4, Section 2.

RE: ARTICLE 5, GRIEVANCE AND ARBITRATION

In applying Article 5, Section 9, Grievance and Arbitration, it is understood that the seven and one-half (7½) hours of released time to members of the Ranch and Grievance Committee and stewards is a total amount of time for all of the members of both committees and stewards. Thus, for example, if three members of the Grievance Committee and two other members of the Ranch Committee and one steward spend one hour during working hours in a grievance meeting, this shall be counted as six hours.

RE: ARTICLE 9, LEAVES OF ABSENCE

Appointment to an office or position in the Union shall not exceed ten percent (10%) of the workers covered by this Agreement.

RE: ARTICLE 10, MAINTENANCE OF STANDARDS
ARTICLE 37, MANAGEMENT RIGHTS

It is understood and agreed by the parties that despite the

provisions of Article 10, Maintenance of Standards, the Company may, pursuant to Article 37, Management Rights, for legitimate business reasons, change or eliminate a local working condition if, as a result of action taken by the Company, the basis for the existence of the local working condition is changed or eliminated, thereby making it unnecessary to continue such local working condition, provided, however, that if such a change or elimination is made by the Company, any affected worker shall have recourse to the grievance procedure and arbitration, if necessary, to have the Company justify its action. The Company shall not discontinue a local working condition as a result of the signing of the Agreement.

The Company shall not be required to make advances to workers as a standard to be maintained, but may do so on a voluntary basis.

RE: ARTICLE 14: HEALTH AND SAFETY

The Company agrees that all equipment, such as but not limited to ladders, shall be kept in good repair.

RE: ARTICLE 15, UNION LABEL

It is understood and agreed between the Company and the Union that there are cartons, containers and packages presently in the possession of Company and/or on order at the time of the execution of this Collective Bargaining Agreement. It is agreed that said cartons, containers and packages may be used by the Company without imprinting or adding the Union Label.

The Company shall make every effort to implement Article 15, Union Label, and provide for the use of the Union Label at the earliest possible date.

RE: ARTICLE 28, SUBCONTRACTING

It is agreed between the Company and the Union that Company has advised the Union that field to shed hauling of produce is presently being contracted by the Company and it is agreed that this practice of subcontracting from field to shed shall be permitted under the terms of this Collective Bargaining Agreement.

RE: ARTICLE 32, RUFINO CONTRERAS DAY

It is hereby agreed by the parties that in order to qualify for the benefits provided under Article 32, Rufino Contreras Day, the worker must meet the same eligibility requirements as required for holiday pay (Article 24, Holidays). The provisions of Article 22, Section c shall also apply to Article 32, Rufino Contreras Day.

RE: ARTICLE 38, NO STRIKES-NO LOCKOUTS

It is hereby agreed by the parties that notwithstanding the provisions of Article 38, No Strike-No Lockouts, the Union shall be free to take boycott action against any buyer of the Company's products with whom the Union may have a dispute, provided, however, that the Union shall have no obligation under Article 38, No Strike-No Lockouts, to take no action in relation to produce harvested by Union members and packed and shipped under the Company's labels.

RE: TAKE OVER OF INDEPENDENT COMPANY

In the event the Company should acquire the stock, and/or assets, and/or business of an existing company which may employ agricultural employees within the meaning of the Agricultural Labor Relations Act, that said employees shall upon such acquisition by Company be covered by the terms of this Collective Bargaining Agreement. The employees of such company shall continue, at the option of Company, in their employment and the provisions of this Collective Bargaining Agreement relating to seniority shall not displace the employees of such acquired company. The employees of the acquired company shall acquire a seniority as of the date of acquisition by the Company. All other provisions of Article 4, Seniority shall thereafter apply.

RE: COMMERCIAL SHED:

Sun World, Inc. represents to the United Farm Workers of America, AFL-CIO that the Company is engaged in a commercial packing and shipping operation and that the truck drivers employed by the Company are included in said commercial operation and are excluded from the provisions of the ALRA and are included under the provisions of the NLRA.

Company further represents that it has subcontracted the hauling from field to shed of its citrus in the past and that said subcontracting has included the delivery of empty bins to the field and the hauling of full bins to the point of cooling and shipping. The subcontractor who has performed said work in the past is a commercial trucker and that subcontractor and the employees of that subcontractor are covered under the provisions of the NLRA.

Company agrees, however, that should the NLRB or ALRB rule that such workers are agricultural workers, they shall then be included in the unit set forth in certification 75-RC-42-R, and that such jobs shall be subject to the provisions of Article 8, New or Changed Jobs of the Collective Bargaining Agreement.

During the course of the negotiations leading to the execution of the Collective Bargaining Agreement between the parties, it is acknowledged that the Company disclose to the Union that the Company operates a commercial packing shed in which produce grown by various independent growers is packed and shipped.

It is acknowledged by both parties to this Agreement that during the course of negotiations the Company disclosed to the Union that some of the produce harvested by agricultural employees of the Company is shipped through other companies and that said produce is packed and shipped in cartons or containers bearing the label of those other companies.

RE: EMPLOYEE INFORMATION

Company and Union agree that workers shall fill out employment cards provided by the Company at the Company's request which will furnish the following information to the Company and the Union will make known to its members that said information must be furnished as a condition of employment, as provided under state law:

1. Full and complete name
2. Social Security number
3. Permanent residence address
4. Local residence address
5. Local telephone number where employees may be reached

RE: LOCAL ISSUES

1. The Company will make every effort to provide a reasonable amount of work to each crew member.
2. Workers shall continue to receive their paychecks on a weekly basis, but in no event shall receive a paycheck later than Friday.
3. Upon request, in advance, Company shall provide both chilled and unchilled water.

BOYCOTT ACTIVITY

In the event the Company sells any of its produce through a marketing agent or association or company, Union and Company agree that Union shall have the right to boycott activity against any agricultural employer with whom it may have a dispute if said employer also ships or markets its produce through the same marketing agent or association or company as Company.

Union agrees that if any boycott activity instituted against any employer with whom it may have a dispute it will make known and publicize the fact that that dispute does not extend to the Company. Any boycott literature or activity will name the agricultural employer with whom Union has a dispute. Union shall, upon the request of Company, execute a copy of the attached notice notifying the wholesale purchasers of produce that Union has no dispute with the Company and that the boycott does not extend to Company's produce.

In order to expedite notification to wholesale purchasers that the produce of Company is not subject to the boycott, Union agrees to execute at its Coachella Valley Field Office copies of the letter attached hereto for distribution by Company to designated purchasers of produce. A copy of said letter shall be left at the Coachella Valley Field Office of Union at the time Company requests the signature of the Union to said letter.

Company further agrees that all produce harvested by Company's employees shall be packed and shipped in boxes upon which is affixed "Harvested by Sun World, Inc."

It is understood and agreed between the Company and the Union that there are cartons, containers and packages presently in the possession of Company and/or on order at the time of the execution of this Collective Bargaining Agreement. It is agreed that said cartons, containers, and packages may be used by the Company without imprinting or adding the Union Labor and without indicating thereon that the produce contained therein has been harvested by Sun World, Inc.

Nothing in this Agreement shall prevent Union from instituting boycott activities against any company for whom Sun World, Inc. ships, packs or markets.

Company and Union agree that upon fifteen (15) days after the execution of this Agreement, Company will provide Union with a list of the number of boxes on hand and those already on order.

Executed this _____ day of _____, 19_____

UNITED FARM WORKERS OF
AMERICA, AFL-CIO

SUN WORLD, INC.

BY:

BY:

For Label:

TO: (Wholesale Purchaser)

You are hereby notified that Sun World, Inc. and the United Farm Workers of America, AFL-CIO have entered into a Collective Bargaining Agreement relating to the agricultural employees of Sun World, Inc. You are further notified that both Sun World, Inc. and the United Farm Workers of America, AFL-CIO are in compliance with the terms of said Collective Bargaining Agreement and that no boycott activity is in effect against Sun World, Inc.

You are further notified that the United Farm Workers of America, AFL-CIO endorses the produce of Sun World, Inc. as being produce harvested by Union Labor under a Collective Bargaining Agreement entered into with the United Farm Workers of America, AFL-CIO.

DATE:

UNITED FARM WORKERS OF AMERICA, AFL-CIO

By: _____

United Farm Workers of America
Coachella Valley Field Office
1639 Sixth Street
Coachella, California 92236

(714) 398-6179