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United Celery Growers

UNITED CELERY GROWERS

PRODUCE AGREEMENT

with

UNITED FARM WORKERS OF AMERICA

A.F.L. - C.I.O.

FOR

FIELD AND PACKING SHED

OXNARD, CA.

Effective Dates

11/13/80 - 6/14/83

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UNITED FARM WORKERS

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COLLECTIVE BARGAINING AGREEMENT

PARTIES

This Agreement and Supplemental Agreements attached hereto are between UNITED CELERY GROWERS, 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. The Company does hereby recognize the Union as the sole labor organization representing all of the Company's agricultural employees (hereinafter called "workers") in the unit set forth in Agricultural Labor Relations Board's certification in case number 75-RC-78-M. In the event the Agricultural Labor Relations Board certifies other employees not here included within the certified unit, such additional employees shall be included under the terms of this Agreement. The term "worker" shall not include office and sales employees, security guards and supervisory employees who have the authority to hire, transfer, suspend, lay-off, recall, promote, discharge, assign, reward or discipline other workers or the responsibility to direct them or 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.

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.

C. The Company 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 covered workers.

D. 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.

E. Neither the Company nor its representative will interfere with the right of any worker to join and assist the Union. The Company 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.

F. 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 encourage workers in the bargaining unit to give utmost consideration to supporting and participating in collective bargaining and contract administration functions.

ARTICLE 2 - UNION SECURITY

Sec. 1. Union membership shall be a condition of employment. Each worker shall be required to become a member of 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 Union in good standing. 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 regularly 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.

Sec. 2 Company agrees to furnish to Union in writing, within one (1) week after the execution of this Agreement, a list of its workers giving the names, addresses, social security numbers and type of job classification.

Sec. 3. 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 workers' pay for 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 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 worker. 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.

Sec. 4 The Company 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 Company shall furnish workers membership applications and dues checkoff authorization forms as provided by the Union .

Sec. 5 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 shall operate and maintain a facility whereby Company may secure new or additional workers. The Union will notify Company of the address and phone number of each facility nearest each operation of the Company and the name of the person in charge of the facility.

B. Company recalls of seniority workers shall be pursuant to Section C of Article 4. Workers returning to work on recall shall check in with the Union steward or other Union representative on the job site to verify the worker's name is on the seniority list before commencing work.

C. Whenever at the beginning of any operating season in

any area of operation of the Company, the Company anticipates the need for new or additional workers to perform any work covered by this Agreement, the Company shall, at least two (2) weeks prior to the date of anticipated need for such workers, notify the facility of the Union designated in Section A in writing, 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 Company shall notify the Union promptly of any change in estimated starting date, however, the Company shall give to the Union the exact starting date no later than forty-eight (48) hours prior to the actual date for commencement of the work.

D. In the event, during the operating season in any area of Company operations, new or additional workers are needed to perform work covered by this Agreement, the Company shall notify the Union facility designated in Section A of the number of workers needed, the type of work to be performed, the date the workers are needed, and whether the work is temporary or permanent. The Union shall be given forty-eight (48) hours notice or as far in advance as possible.

E. When workers are requested of the Union, 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 requested, the Company shall be free to procure needed workers not furnished by the Union from any other source. If the Company secures workers under the provisions of this paragraph, the Company will make available to Union, in writing within five (5) days thereafter, the names, social security numbers, date 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 work is not interrupted. Grievances relating to this paragraph shall be subject to the expedited grievance and arbitration procedure.

F. When Company requests workers from the Union facility for jobs which require skills or experience (such as tractor drivers, irrigators) the Union will refer workers who meet the job requirements. Before the Company makes a determination that a referred worker does not meet the job requirement, the supervisor will fully explain the job duties and requirements and give the worker a reasonable time to meet the job requirements. Discharges shall be subject to the procedures of Article 8 - Discipline and Discharge.

G. It is essential that the Union has advance notice of any layoff, so it may plan utmost utilization of available workers. Accordingly, the Company will notify Union seven (7) days in advance of any layoff, or as soon as possible, prior to any layoff.

H. In the event that it is necessary to layoff workers before they acquire seniority, it is understood that if such workers are referred or dispatched by the Union to the employer from which they were laid off, that such workers will be given work opportunity by the Company on the same basis as any other non-seniority worker.

ARTICLE 4 - SENIORITY

A. After a worker has worked for the Company at least fourteen (14) workdays within the preceding ninety (90) calendar

days, he shall acquire seniority on the fourteenth (14th) day of work retroactive to his date of hire. Whenever a commodity or crop season is less than twenty-eight (28) calendar days, a worker shall acquire seniority provided he works one-half (1/2) the number of workdays in the season. It is understood that the days prior to acquiring seniority do not establish nor shall be a probationary period. There shall not be layoffs for the purpose of circumventing acquisition of seniority.

B. Seniority shall be lost for the following reasons only:

- (1) Voluntary quitting.
- (2) Discharge 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 as per Article 11 - Leave of Absence of this Agreement.
- (5) When any worker leaves the bargaining unit to accept a supervisory or other position with the Company outside the bargaining unit.
- (6) Any worker rehired after loss of seniority as provided above shall establish a new seniority date as provided in Section A above.

C. In layoff of workers for lack of work or at end of the Company's operating season, the worker with the least seniority shall be laid off first, and in recall of workers from layoff, workers with highest seniority shall be recalled in their order

of seniority, and the filling of vacancies, new jobs, promotions within the bargaining unit, demotions, shall be on the basis of seniority, provided however, the worker is able to do the work. In such cases, the supervisor will fully explain the job duties and requirements and give the worker a reasonable time to meet the job requirements.

D. Whenever a permanent vacancy occurs in an hourly rated job classification with a rate above the general field and harvesting rate, such vacancy shall be posted on the Company's bulletin board in the area of the vacancy. The posting shall be made at least five (5) days before the vacancy is permanently filled. A copy of the posting will be made available to the Union Ranch Committee. Seniority workers desiring to apply for such position shall sign the posting. Selection and training for those workers applying for the position shall be as set forth in Paragraph C above.

E. The Company, when anticipating the recall of seniority workers, shall notify the worker and the Union, not less than two (2) weeks prior to the estimated starting date of the work and the approximate duration thereof. The Company shall then notify the worker when to report for work, allowing reasonable time to report. All such notice of recall shall be a joint recall bearing the title of the Company and the Union. There shall be no recall by labor contractors. It is understood that the provisions of Article 3 - Hiring, Section 2, apply to the recalled worker.

F. The Company shall notify the Union within five (5) working days of seniority workers laid off or recalled on a

seasonal 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 expedited grievance and arbitration procedure.

G. 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 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.

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

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

In the event the Union and the Company have agreed to a local seniority provision different from Article 4 of the Contract signed herein, the Union and the Company agree to review and revise if agreed upon said local provision, only, one year after the date of signing this Agreement, if either party so requests.

ARTICLE 5 - GRIEVANCE AND ARBITRATION PROCEDURE

A. The parties to this Agreement agree that all disputes which arise between the Company and the Union out of the inter-

pretation or application of this Agreement shall be subject to the Grievance and Arbitration Procedure. The parties further agree that the Grievance Procedure of this Agreement shall be the exclusive remedy with respect to any disputes arising under this Agreement, and no other remedies shall be utilized by any person with respect to any dispute involving this Agreement until the Grievance Procedure has been exhausted. Any claim by Union that on the job conduct by any non-bargaining unit employee is disrupting working relations may be treated as a grievance provided that such grievance is specified in detail.

B. The Company agrees to cooperate to make Union stewards available to workers wishing to submit a grievance and to make the Grievance Committee of the Union available to perform their functions under this Agreement.

C. Grievances dropped by either party prior to an arbitration hearing shall be considered as withdrawn without prejudice to either party's position on a similar matter in the future.

D. FIRST STEP: Any grievance arising under this Agreement shall be immediately taken up between the Company supervisor involved and the Union steward. They shall use their best efforts to resolve the grievance. In the event the grievance is not immediately satisfactorily resolved the grieving party shall reduce the grievance to writing and set forth the nature of the grievance. A grievance regarding a discharge of an employee must be filed in writing within five days of the discharge. All other grievances must be filed in writing within thirty (30) days of the occurrence of the grievance or thirty (30) days of the discovery thereof.

STEP TWO: Any grievance not resolved in the First Step shall be discussed in a meeting between the Grievance Committee and the Company representative delegated to resolve such matters not later than ten (10) calendar days of the filing of the grievance. If the grievance is not satisfactorily resolved in such meeting the party receiving the grievance shall give a written response to the other regarding its position including reasons for denial within twelve (12) working days from the close of the step two meeting. If the party receiving the grievance fails to respond within said twelve (12) work days the party receiving the grievance shall be considered to have withdrawn its objection to the grievance and the grievance shall be granted in the grieving party's favor. A Union representative may fully participate in the grievance meeting. The failure of the grieving party to appeal to the second step within thirty (30) calendar days shall waive the grievance.

STEP THREE: If the foregoing fails to produce settlement the matter shall be referred to arbitration within sixty (60) days. The arbitrator shall consider and decide the grievance referred to him. In cases where more than one grievance is referred to arbitration in an area the arbitrator may hold consecutive hearings to expedite hearings. The arbitrator shall not have the authority or jurisdiction to modify, add to, or detract from, or alter any provision of this Agreement. Within that limitation among other things he shall have authority to award back pay for any loss of earnings from the Company including the right to revoke any form of discipline including discharge. He shall also have the authority to apply the Agreement and order compliance by all parties within 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 sessions.

The decision of the arbitrator shall be binding on the Company, the Union and the workers.

All expenses and salaries of the arbitrator shall be borne equally by the parties. Each party shall pay the cost of presenting its own case.

SELECTION OF THE ARBITRATOR: The parties will make a good faith effort to agree on a list of arbitrators for each of the areas listed below. In the event they are unable to agree and not later than one week (unless there is mutual agreement to extend this time period) after the execution of this Agreement and each six (6) months thereafter, if requested by either the Company or the Union, a panel of eleven (11) arbitrators shall be requested from either the American Arbitration Association or the Federal Mediation and Conciliation Service. One panel shall be requested for the Salinas area, one panel for the Ventura and Santa Barbara area, and one panel for the Imperial Valley. Upon the request of either party additional lists of arbitrators shall be requested for the other geographical areas.

After receipt of the lists, the parties shall meet to select arbitrators for each area. If the parties cannot agree upon the selection of arbitrators then they shall turn to the lists of arbitrators received under procedures of the above paragraph. The person to strike first shall be selected by a coin toss. That party shall strike the first name from each list. The name remaining after each party has struck five shall be the

person designated as arbitrator for each area. However, every six months either party may request a new list of arbitrators for any area and require a new meeting as discussed in this paragraph to select a new arbitrator.

E. Expedited Grievance and Arbitration. 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 Company, and the workers.

It is recognized that there are times and there are certain issues that may arise, wherein it is to the best interest of all concerned to have a resolution of the matter more quickly than provided in the above procedure.

Accordingly, it is agreed that grievances specified elsewhere in this Agreement as subject to the Expedited Grievance and Arbitration Procedure 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 work days and the responding party will immediately provide its answer in writing, if denied, 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 work days from the written responsive answer. If such a grievance is presented to the arbitrator, it is agreed that it will take precedent, as to investigation, hearing date, and issuance of decision over any other case.

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

G. In the event that any dispute causes a work interruption of any kind, the parties agree to make an immediate joint effort to end such interruption which may include contacting the arbitrator. The arbitrator shall order an end to such interruption, personally, if possible, or by telephone, and shall immediately attempt to resolve the dispute. This in no way alters the obligation or liability of either party under the collective bargaining agreement.

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.

C. Workers covered by this Agreement shall not engage in any strike, slowdown or other interruption of work, which action is not approved by the Union.

ARTICLE 7 - RIGHT OF ACCESS TO COMPANY PROPERTY

A. Duly authorized and designated representatives of the Union shall have right of access to company premises in connection with 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.

B. 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 - DISCIPLINE AND DISCHARGE

A. Company shall have the sole right to discipline and discharge workers for just cause, providing that in the exercise of this right it will not act in violation of the Agreement.

No worker shall be disciplined or discharge except for just cause.

B. Prior to any discharge or suspension, the Company shall notify the steward or other Union official and such Union representative shall have the right to be present when formal charges are made, if they so desire. Provided, however, if a situation occurs in a remote area, wherein the Company deems it necessary to take action and no steward or Union representative is available, the Company may take action and must give written notice within the time limit in Paragraph C below.

C. The steward or other Union representative shall have the right to interview workers in private.

Within forty-eight (48) hours after any discharge for just cause, the Union representative will be notified in writing the reasons for such discharge.

D. Individual performance in relation to piece rate, or incentive plan, shall not be conclusive evidence for the purpose of disciplining or discharging a worker. This provision shall not, however, constitute any limitation on any of the Company's rights to discharge or discipline for unsatisfactory work performance.

Discharge and other disciplinary actions are subject to the

grievance and arbitration provisions of this Agreement.

ARTICLE 9 - DISCRIMINATION

In accord with the policies of Company and the Union, it is agreed that 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 10 - WORKER SECURITY

A. Company agrees that any worker may refuse to pass through any picket line of another company and sanctioned by the Union.

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.

C. The provisions of this Article are not limitations in any way on the rights of the Company as set forth in Article 38, Grower Shipper Contracts. The provisions of Article 14(c) Health and Safety, also apply.

ARTICLE 11 - LEAVES 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. Ten (10) 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.

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

- (1) Written notice shall be given by the Union to the Company at least two (2) days prior to commencement of any such leave;
- (2) Such leaves of absence shall only be granted to workers engaged in harvesting and/or hoeing and thinning and shall not exceed 10% of any such crew;
- (3) This section shall only apply to companies whose harvesting operations exceed sixty (60) work days in a calendar year;
- (4) This section shall not apply to operations during critical periods such as the first and last week of harvest, if it would harm operations.

Other Leaves

C. A leave of absence without pay shall also be granted to workers by the Company upon workers applying to and being confirmed by the Company for any of the following reasons without loss of seniority.

- (1) For Jury Duty or Witness Duty when subpoenaed.
- (2) A worker who serves in the U.S. Military and notifies the Company and Union in writing prior to leaving for such service, and reports for work within thirty (30) days after being discharged from such service, shall not lose any seniority, job rights, or other benefits. Upon return from such service, such worker shall be granted a job equal to that he or she would have had with Company

had he or she remained in Company's continued employ, provided, however, any renewal of enlistment beyond the original one will serve to break seniority unless such action violates the Selective Service Act.

(3) Up to two (2) years of illness or injury requiring absence from job. The Company may require substantiation by medical certificate or other adequate proof of illness.

(4) For valid personal reasons, not to exceed forty-five (45) days.

(5) A worker may receive up to four (4) months leave for her post-natal care. (Leaves for pre-natal care are to be taken in accordance with sub-section 3 above, leaves for illness and injury.)

(6) A worker may receive up to one (1) year leave for the purpose of training and education. Such leave shall not be applied towards vacation time. There shall be a limit of one person per job classification/crew on such leave at any one time. Written notice shall be required from the Union notifying the Company of the worker's acceptance into such training or educational programs ten (10) days before the anticipated commencement of such leave. No leaves of this nature shall be granted by the Company if they are to occur during critical periods, such as the first and last week of harvest, if it would harm operations. The Company and the Union agree to coordinate such leaves so as not to harm or restrict Company operations.

All leaves in excess of three (3) 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 shall 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, provided however, that a request for an extension may be submitted simultaneously with the request for a leave of absence for valid personal reasons if the worker has special circumstances which require additional time.

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.

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

ARTICLE 12 - MAINTENANCE OF STANDARDS

Company agrees that all conditions of employment for workers relating to wages, hours of work and general working conditions shall be maintained at no less than the highest standards in effect as of this date of this Agreement. Conditions of employment shall be

improved wherever specific provisions for improvement are made elsewhere in this Agreement.

The Union and the Company agree that during the negotiations which resulted in this Agreement they have fully negotiated and agree to the terms of the Company's contributions to the RFK Farmworkers Medical Plan and the Juan De La Cruz Farmworkers Pension Plan, that said terms of contribution as set forth herein sets forth the Company's total obligation in respect to medical and pension plans and that therefore the obligations of Article 12 do not extend to any medical and pension plan maintained by the Company prior to this Agreement.

ARTICLE 13 - SUPERVISORS

Supervisors and other employees not included in the bargaining unit, shall not perform any work covered by this Agreement, except for instruction, training and emergencies. This 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 14 - HEALTH AND SAFETY

A. The Company and Union are interested in the health and safety of employees while working with the Company. It is understood and agreed that it is necessary in the sophisticated farming practices of today that certain agricultural chemicals must be used for the control of pests and growth of the product. Company recognizes that use of certain chemicals may be injurious to farm workers. The use of such chemicals injurious to farm workers must be such so as not to cause injury to employees. Company agrees to make available to Union 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 shall be provided.

F. 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 Company. Workers shall be responsible for returning all such equipment that was checked out to them, but shall not be

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

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

ARTICLE 15 - 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, the training of such 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 Union will use in conjunction with Article 3, Hiring.

ARTICLE 16 - MANAGEMENT RIGHTS

The Company retains all rights of management including the

following, unless they are limited by some other provision of this Agreement: to decide the nature of equipment, machinery, methods or processes used; to introduce new equipment, machinery, methods or processes, and to change or discontinue existing equipment, machinery or processes; to determine the products to be produced, or the conduct of its business; to direct and supervise all of the employees, including the right to assign and transfer employees; to determine when overtime shall be worked and whether to require overtime.

ARTICLE 17 - 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 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. It is agreed that during the term of this Agreement each shipping package or container harvested and packed by Union members and shipped by Company shall bear the Union label or 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.

D. Following of 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 the Agreement.

ARTICLE 18 - NEW OR CHANGED OPERATIONS

In the event of a new or changed operation or new or changed classification is installed by the Company, the Company shall set the wage or piece rate in relation to the classification and rates of pay in Appendix "A" and shall notify the Union before such rate is put into effect. Whether or not the Union has agreed to the proposed rate, the Company may put the rate into effect after such notice. In the event such rate cannot be agreed upon mutually between the Union and the Company, the same shall be submitted to the grievance procedure including arbitration for determining beginning at the second step. Any rate agreed upon or as determined

by the arbitrator shall be effective from the installation of such new or changed operation.

ARTICLE 19 - HOURS OF WORK, OVERTIME, AND WAGES

A. Overtime. The following overtime provisions shall apply to all hourly workers except to irrigators or to irrigator subforemen.

Daily Overtime: Commencing June 15, 1980 a premium of 60 cents per hour shall be paid for all hours worked in excess of eight (8) hours in any one day.

All hours worked in excess of ten (10) hours in any one day shall be paid at one and one-half (1 1/2) times the regular rate of pay.

Commencing June 15, 1981 a premium of 65 cents per hour shall be paid for all hours worked in excess of eight (8) hours in any one day.

All hours worked in excess of ten (10) hours in any one day shall be paid at one and one-half (1 1/2) times the regular rate of pay.

Commencing June 15, 1982 a premium of 70 cents per hour shall be paid for all hours worked in excess of eight (8) hours in any one day.

All hours worked in excess of ten (10) hours in any one work day shall be paid at one and one-half (1 1/2) times the regular rate of pay.

Sunday Overtime: On Sunday, or any other day agreed upon between the Company and the Union to be treated as Sunday, workers shall receive time and one-half their regular rate of pay for all hours worked on such day.

Saturday Overtime: Commencing June 15, 1980, Saturday or any

other day agreed upon between the Company and the Union to be treated as Saturday, workers shall receive a premium of 60 cents per hour for all hours worked in excess of five (5) hours on such day and shall be paid one and one-half (1 1/2) times the regular rate of pay for all hours over ten (10) hours.

Commencing June 15, 1981, Saturday or any other day agreed upon between the Company and the Union to be treated as Saturday, workers shall receive a premium of 65 cents per hour for all hours worked in excess of five (5) hours on such day and shall be paid one and one-half (1 1/2) times the regular rate of pay for all hours over ten (10) hours.

Commencing June 15, 1982, Saturday or any other day agreed upon between the Company and the Union to be treated as Saturday, workers shall receive a premium of 70 cents per hour for all hours worked in excess of five (5) hours on such day and shall be paid one and one-half (1 1/2) times the regular rate of pay for all hours over ten (10) hours.

B. Night Shift Premium. Night shift shall apply for tractor operators Class A and Class B 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 40 cents per hour for all hours worked.

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

D. Meal time breaks shall be one-half (1/2) hour and are not compensated for nor counted as hours worked under the provisions of this Agreement.

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

any event not be paid such higher rate for less than one (1) hours in any such day.

G. When a worker is working as a trainee for qualification for a higher rated job, he shall be paid for such training period at his regular rate of pay for a time period not to exceed twenty-eight (28) continuous calendar days, however, if the Company determines a worker has attained sufficient skills to perform such work, the Company may shorten the training period and compensate such worker at the regular rate of pay for such job.

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

ARTICLE 20 - 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 (4) hours at the worker's hourly rate of pay or the worker's average hourly piece rate earnings based on the preceding payroll week.

If workers commence work and they are furnished less than four (4) hours of work, hourly paid workers shall be paid at least four hours that day at their hourly rate of pay, and piece rate workers shall be paid the piece rate earned during the time worked and general field harvesting hourly rate for the remaining time up to four hours that day.

This Section shall not apply where work covered by this Agreement is delayed or cannot be carried out because of rain, frost, government condemnation of crop, or other causes beyond the control of the Company.

B. A worker shall be paid for all time he is required to re-

main on the job at the hourly rate. This shall not apply to piece rate workers after they commence work.

C. Any call may be rescinded by notification to employees at least six (6) hours prior to the time scheduled for reporting to work.

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 continuous four (4) hour work period or major fraction thereof.

ARTICLE 22 - VACATIONS

A. Vacation pay shall be granted to eligible workers who qualify for such vacation. Workers shall be eligible for vacation pay and time in accordance with the hours worked set forth below, in the prior fiscal year (June 15 - June 14). Vacation pay will be the percentage specified below of the workers gross Company earnings in the qualifying fiscal year. Vacation pay shall be deemed due and payable any time after July 10th of the following fiscal year in which the worker has qualified for vacation.

Hourly workers . - 850 hours and up = 2 1/4%

Piece-rate Workers - 700 hours and up = 2 1/4%

A worker who has maintained his seniority for four (4) or more consecutive years shall receive double the above vacation benefits.

B. If a worker's vacation includes one of the holidays set forth in Article 24, Holidays, such vacation shall be extended to include such holiday.

C. The Company shall include on the vacation pay check stub the total hours and wages for the fiscal year.

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, wife, mother-in-law, father-in-law, grandfather or grandmother), the worker who has worked for the Company at least five (5) days, including days off on an excused absence, during the two (2) weeks preceding the week of the funeral will be paid what he would have earned had he 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, Christmas Day, Thanksgiving Day, Labor Day, New Years Day, and Washington's Birthday shall be paid holidays.

In 1982 the Fourth of July shall be added as a paid holiday.

In 1983 Memorial Day shall be added as a paid holiday.

Holiday pay shall be the daily average pay earned during the payroll week immediately preceding the holiday.

B. To be eligible for a paid holiday not worked a worker must be a worker and 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.

If the next scheduled workday after the holiday is more than five (5) calendar days after the holiday, the requirement for work on the scheduled workday after the holiday shall not apply.

C. Any work performed on the above listed holidays shall be

paid for at the rate of one and one-half (1 1/2) times the regular rate of pay and shall be in addition to the workers regular earning on that day.

D. "Citizenship Participation Day" shall be designated as the first Sunday of June. All workers qualifying under "B" above shall receive holiday pay as provided herein.

Upon receipt of proper written authorization from the worker, the Company shall deduct from such workers wages the pay received for Citizenship Participation Day and shall remit such sum to the Citizenship Participation Committee of the United Farm Workers, AFL-CIO, for allocation as designated by the worker.

E. The Union shall indemnify and hold the Company harmless from and against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the Company for the purpose of compliance with "D", above, provided however that each party will pay their respective legal costs.

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 Section. 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 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 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 26 - TRAVEL ALLOWANCE

A. When Company furnished transportation is available, workers using such transportation shall receive daily travel allowance based upon the following schedule from the place designated where the worker is told to report for the transportation and the job site:

40-64 road miles - 1/2 hour each way

65-89 road miles - 1 hour each way

90-119 road miles - 1 1/2 hours each way

120 and over - 2 hours each way

B. When Company furnished transportation is not available and workers furnish their own transportation, they shall receive daily travel allowance as provided above.

C. The travel allowance shall be paid at the worker's hourly or standby rate of pay. Any hours paid under this Article shall not be counted as hours worked for purposes of computing overtime hours, however shall be counted as hours worked for all other purposes of this Agreement.

D. Travel allowance will be paid for the trip: Salinas to King City - 1/2 hour each way.

ARTICLE 27 - 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 shall be furnished a copy of the itemized deductions, hourly rates, hours worked and total wages

each payday which shall include the worker piece rate production records. The daily record of piece rate production for crews paid on a crew basis shall be given to the appropriate steward, upon request.

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

ARTICLE 28 - INCOME TAX WITHHOLDING

The Company 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 Company 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 29 - 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 monthly basis to that organization at Post Office Box 62, Keene, California 93531, or such other address as designated by the administrator of the fund.

ARTICLE 30 - ROBERT F. KENNEDY FARMWORKERS MEDICAL PLAN

The Company shall, commencing, October 1, 1980 contribute to the Robert F. Kennedy Farmworkers Medical Plan \$.22 per hour,

commencing June 15, 1981 or following payroll period, contribute \$.38 per hour for each hour worked for all workers covered by this Agreement.

Contributions due shall be deposited with such bank as designated by the Administrator of the Plan. Said deposits shall be made or mailed not later than the 20th day of the month following the ending date of the previous month's payroll period. A summary report in accordance with Article 33 shall be remitted to Robert F. Kennedy Farmworkers Medical Plan, Dept. 3-6534, Los Angeles, California 90088, or such other address as designated by the Administrator of the Plan.

ARTICLE 31 - JUAN DE LA CRUZ FARMWORKERS PENSION FUND

The Company shall continue to contribute to the Juan De La Cruz Pension Fund \$.15 per hour, commencing June 15, 1981 contribute \$.18 per hour; commencing June 15, 1982 contribute \$.19 per hour for each hour worked for all workers covered by this Agreement.

The contribution to be made by the Company pursuant to this Article 31 shall be deposited into and remain in an interest bank trust account until such time as a formal pension plan has been developed for farmworkers by the Union and the Internal Revenue Service has issued an advance determination that such plan meets the requirements of Part I of Subchapter D of Chapter I of the Internal Revenue code of 1954. Upon receipt of a copy of such advance determination, the Company shall promptly take all action required to be performed by it in order to cause such impounds contribution to be transmitted to the Plan trustees.

In accordance with Article 33, the monies and a summary report shall be remitted to Juan De La Cruz Farm Workers Pension Fund,

Dept. 2-6242, Los Angeles, California 90088 or at such other address as designated by the administrator of the Fund.

ARTICLE 32 - MARTIN LUTHER KING FUND

The Company shall, during the term of this Agreement contribute to the Martin Luther King Jr. Farmworkers Fund five cents (5¢) per hour for each hour worked for all workers covered by this Agreement. Expenditures or investments of contributions shall be solely restricted to those charitable and educational purposes for which federal tax exempt status has been granted to the Fund. The Martin Luther King Jr. Farmworkers Fund shall obtain and maintain federal tax exemption and all contributions by the Company shall be deductible under the Internal Revenue code.

In accordance with Article 33, the monies and a summary report shall be remitted to Martin Luther King, Jr. Farmworkers Fund, Dept. 2-7355, Los Angeles, California 90088 or at such other address as designated by the administrator of the Fund.

ARTICLE 33 - REPORTING ON PAYROLL DEDUCTIONS AND FRINGE BENEFITS

All contributions due hereunder on fringe benefit plans shall be computed on the preceding monthly payroll period for every worker covered by the Collective Bargaining Agreement. In conjunction therewith, a monthly summary report will be submitted on or before the 20th of every month covering the preceding monthly payroll for which contributions for fringe benefits are due. The monthly summary report shall include the employees' names, social security numbers, total hours worked by workers, total number of workers and amount of contributions.

ARTICLE 34 - CAMP HOUSING

A. Assignment of available camp housing shall be on a Company-wide seniority basis. The Company agrees to maintain records on housing assignments and make such records available to the Union. There shall be no discrimination of assignments because of a worker's race, age, creed, color, religion, sex, political belief, national origin, language spoken, or union activity.

B. During the life of this Agreement, Company shall operate and maintain its camp housing in the same manner as before the execution of this Agreement. If the Company acquires additional housing, the rates to be charged shall be on a level not greater than current rates in the area for similar housing.

C. If any housing is condemned by any government authority, the Company shall not be required to furnish substitute housing. Nothing in this Article shall be construed as requiring the Company to supply or continue to supply housing for workers.

D. Camp boarding shall be operated on a non-profit basis.

ARTICLE 35 - BULLETIN BOARDS

The Company will provide bulletin boards placed at such central locations as shall be mutually agreed upon, which the Union may post notices of union business.

ARTICLE 36 - 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 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 37 - SUBCONTRACTORS

The parties understand and agree that the hazards of agriculture are such that subcontracting may be necessary and proper. Subcontracting may be necessary in areas such as land leveling, custom land work, precision planting, agricultural chemicals and where specialized equipment not owned by the Company is required. It is also understood and agreed that the Company shall not subcontract to the detriment of the Union or bargaining unit workers.

The parties agree that in the application of this Article the following guidelines may 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 of a specialized nature.

B. Subcontracting is permissible under this Agreement where the Company does not have the equipment to do the work being subcontracted. When a Company does subcontract pursuant to the terms of this provision, any workers of the subcontractor who actually operate or maintain the equipment shall not be covered by the terms of this Agreement. However, any workers 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.

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

ARTICLE 38 - GROWER-SHIPPER CONTRACTS

It is recognized by Company and Union that various types of legal entities are used by growers and shippers in the agricultural industry, including partnership, joint venture, and other legal contractual arrangements, in the growing, packing, harvesting and selling of agricultural crops. Neither the Company nor the Union shall prevent the Company from entering into these legal arrangements by any of the provisions of this Agreement, nor will the Company subvert the Union by entering into these legal arrangements. In addition, and whenever it is possible for the Company to perform the work of weeding, thinning or hoeing, the Company will do so, it being the intent to provide jobs for bargaining unit workers.

In the event the Company enters into a partnership, joint venture, or other legal contractual relationship with a grower and/or shipper for the growing, packing, harvesting or selling of a crop, Union agrees not to interfere with or prevent in any manner the growing, packing, harvesting or selling of any of the crops in which Company may have such an interest; provided such partnership, joint venture or other legal contractual relationship was entered into by Company prior to any economic action by Union against any other party to the partnership, joint venture, or other legal contractual relationship, and it is understood the filing of a petition under the Agricultural Labor Relations Act does not constitute interference under this paragraph.

The protections given by Union to Company under the provisions of this Article shall not be operative for a period in excess of the crop year or twelve (12) months, whichever is less, or in the

event there are economic or other sanctions by the Union against any party to the partnership, joint venture or other legal contractual relationship at the time of entry thereof.

ARTICLE 39 - LOCATION OF COMPANY OPERATIONS

The Company shall provide the Union upon request, the exact locations of the Company's agricultural operations for use by Union representatives pursuant to Article 7 of this Agreement, Right of Access.

ARTICLE 40 - 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 41 - 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 42 - SUCCESSOR CLAUSE

This Agreement shall be binding upon and insure to the benefit of the parties and their successors and assigns. Successors and assigns for the purpose of this Article applies to a sale or other transfer of the business and ownership of the Company. A sale of assets, either in whole or in part, which does not involve contin-

uation of the workers of the Company 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 43 - INJURY ON THE JOB

For a worker injured on the job and unable to work twelve (12) days or longer the Company will compensate the worker for the time not covered by Workmen's Compensation up to a maximum of three (3) full days at the rate established by Workmen's Compensation. Payments are to be made after the determination of Workmen's Compensation payment is determined.

ARTICLE 44 - DURATION OF AGREEMENT

This agreement shall be in full force and effect from Nov. 13, 1980 to and including June 14, 1983 . 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.

JOB CLASSIFICATION FROM

MASTER AGREEMENT

IRRIGATION SUB-FOREMAN (LEADMAN)

Works as leadman with irrigation crew. Assigns specific tasks to workers and assists in training new workers. May drive company pickup truck in pulling pipe trailers. When requested, he records workers' time.

Performs manual work normally performed by irrigation workers. May be required to substitute for supervising foreman when he is not available.

Reports to supervising foreman for hiring, firing and discipline.

TRACTOR SUB-FOREMAN (LEADMAN)

Assigns specific tasks to tractor drivers, assisting drivers in setting up equipment and making necessary adjustments. Trains and instructs workers in driving tractors. Responsible to assure that work is performed in a manner so that established quality control objectives are achieved. When requested, he records worker's time. May drive company pickup truck in performance of his work. Performs tractor work normally performed by workers and may be required to substitute for supervising foreman when he is not available. Reports to a supervising foreman for hiring, firing or discipline.

TRACTOR OPERATOR "A"

Precision planting, precision application of agricultural chemicals, precision boarder driving, motor grading in building roads and building ditches, and/or listing. An employee so classified shall receive the rate of the classification for all time

worked, including time, if any, in a classification carrying a lesser rate of pay. Operator may be required to make minor equipment adjustments and routine maintenance on equipment.

TRACTOR OPERATOR "B" AND MISCELLANEOUS EQUIPMENT OPERATOR

Includes all other tractor operations and equipment operators except for those activities listed in classification Tractor Operator "A" or other tractor driver classifications. When an employee is required to perform any task covered by a higher rated job, except for minor equipment adjustments and routine maintenance, during the course of a work day, he shall be paid at the rate of the higher rated job, for the time worked on such job on such day.

GENERAL FIELD AND HARVESTING WORKERS

The classification covers general field harvesting, pruning, such as apples, and miscellaneous duties not otherwise covered by other wage classifications or new changed operations that may be subject to Article 18, New or Changed Operations.

THIN AND HOE

Using the appropriate equipment and method, workers will remove excess plant growth in accordance with the instructions of the Company. Company shall not require the use of the short-handled hoe.

IRRIGATOR

Installs, moves and services the appropriate irrigation systems for the distribution of water to the farming operations as directed by the Company.

CAULIFLOWER

TIE MAN

Pulls outside leaves of plant over cauliflower head and encloses same by usage of rubber bands.

CUTTER

Cuts the proper heads of cauliflower, trims leaves and cuts the rubber band and places same on the belt or tosses into the bin.

BREAKING LEAVES

Cutters or tie men may be asked to break leaves of selected plants.

CELERY GROUND PACK

CREW

Cuts stalk, trims and strips, places as directed, assembles container, sizes and packs stalks, closes container.

LOADER

Windrows and loads.

CELERY TRANSPLANTING

MACHINE

While on transplanter machine, worker picks from box a celery plant and inserts into planter on outer diameter of revolving wheel. Follows machine and hand plants celery plants in spots skipped by machine. Assists in loading machine with plant supplies at end of beds, as directed by Company.

LETTUCE CONVENTIONAL GROUND PACK

CUTTERS AND PACKERS

Includes cutting lettuce, trimming same, placing heads into cartons previously built up.

CLOSER

Applies clamp, folds flaps and secures flaps by stapling or gluing.

LOADER

Places closed cartons on appropriate vehicle. Windrowing is subject to agreement between Company and Union. Transfers empty cartons from hauler to stitcher.

WATERBOY

Water is sprayed or brushed on lettuce before packed carton is closed. Includes minimum housecleaning of bus and field and helping in serving of food.

FORK-LIFT OPERATOR

Operation and routine maintenance of field fork-lifts.

TRAILER PULLER

Moves trailers with equipment, as directed by Company.

HEAVY EQUIPMENT OPERATOR

Includes operation of motor graders, bulldozers, back hoes, carryalls, and similar heavy earth moving when such machines are used in building or restructuring fields: including such activities as pond and/or swamp drainage areas, or dike and levee building.

FIELD WAGES

<u>JOB CLASSIFICATION</u>	<u>UPON SIGNING</u>	<u>6/15/81</u>	<u>6/15/82</u>
GENERAL LABOR	\$ 4.65	\$ 5.20	\$ 5.75
IRRIGATOR	4.76	5.31	5.86
IRRIGATOR SUB-FOREMAN	4.85	5.40	5.95
TRACTOR DRIVER "A"	5.475	6.025	6.575
TRACTOR DRIVER "B"	5.375	5.925	6.975
HEAVY EQUIPMENT OPERATOR	5.575	6.125	6.675
WATER TRUCK DRIVER	5.375	5.925	6.475
SANITATION TRUCK DRIVER	5.375	5.925	6.475
TRUCK DRIVER (Three-Axle, 10-Wheel)	6.05	6.60	7.15
FIELD FORKLIFT	5.45	6.00	6.55
TRACTOR SUB-FOREMAN	5.675	6.225	6.775
TRAILER PULLER	4.915	5.465	6.015
THIN & HOE	4.65	5.20	5.75
CELERY GROUND PACK (Per Crate Equiv.)	1.02	1.07	1.12
CELERY TRANSPLANT	4.65	5.20	5.75
CELERY BIN (No Pack)	6.20	6.75	7.30
TOMATO PIECE RATE (Per Box, Approx. 35 lbs.)			
CABBAGE (Including stitching)	.64	.67	.70
ROMAINE (Including stitching)	.53	.55	.58

SUPPLEMENTAL AGREEMENT

General

1. Each place where work is being performed shall be supplied with clean and adequately equipped bathrooms. Such bathrooms shall be cleaned twice weekly, when deemed necessary according to:

(1) the size of the crew, (2) usage or (3) notification by the crew.

2. Each place where work is being performed will be provided with clean potable drinking water and individual disposable drinking cups convenient to workers. Workers in field operations shall have the same water in insulated type containers as is presently used.

3. The Company shall keep adequate first aid supplies on hand in the working areas. The ranch committee shall notify personnel at the office when supplies are low for prompt re-filling.

4. The Company agrees that any Company vehicle used for transporting workers shall be maintained in good, safe condition at all times as per Article 26.

5. The Company shall provide all necessary tools and equipment in good working condition in accordance with Article 14, Section F, including, but not limited to, raingear, boots, knives and gloves. Gloves, however, shall be given according to the following scale at no more than one pair every month. Workers may purchase additional gloves at cost as needed.

- Celery cutters rubber or nylon type
- Celery packers rubber type
- Tomato pruners rubber type
- Tomato pickers cotton or nylon type
- Tomato packers nylon type

However, stakers, closers, loaders, stringers, assemblers shall be given gloves as needed.

6. Necessary extra work and/or overtime shall be distributed equally among individuals or crews as far as practicable.

7. The Company shall re-establish transportation for all workers in celery harvesting and the hourly planting crew as per Article #26 with either bus transportation or by paying seventy-five cents (\$.75) for each worker each day at the Company's option to decide which method.

8. The Company shall be responsible to level all irrigation ditches before celery harvesting work starts in the appropriate fields to facilitate work operations unless conditions do not permit such leveling.

9. Vacations. Seasonal workers in both field harvest and packing shed operations, shall be eligible for vacation pay, if they complete a minimum of 3/4ths of the total hours in the season, in the prior seasonal year. Vacation pay will be the percentage specified below of the worker's gross company earnings of the qualifying seasonal year.

Three-fourths (3/4ths) of the total seasonal hours = 1%

A seasonal worker who has maintained his seniority for four (4) or more consecutive years shall receive double the vacation benefits.

Celery Planters

1. The Company agrees to provide individual backrests on the celery planting machine.

2. The celery planting crew shall be nine (9) workers with five

lines or eleven workers with seven lines per machine.

3. Celery planting crews will be protected by side curtains and planting will be coordinated with irrigators so as to protect the crew from being wet by sprinklers.

4. When the field is wet or muddy, the Company shall allow two (2) people in the celery planting crew to carry in or bring in each celery box containing the celery to be planted.

5. The Company shall designate celery planting crew parking areas at each field to facilitate ease in arriving and departing work.

Celery Crew

1. The Company agrees to provide the necessary garbage containers so that the working areas are maintained safe and clean. Workers are required to deposit trash from breaks and lunch in containers when such containers are placed adjacent to the crew or by the foreman's pickup.

2. Workers shall be compensated at the General Labor rate for removing pallets, twine, strapping and/or any other items.

3. The Company agrees to provide a vehicle promptly at the end of the cutting of a field in order for the workers to load the humps without delay.

4. A celery cutting crew shall be not more than 32 workers.

Additional humps may be added when orders are beyond the capacity of the crews so long as it doesn't reduce the hours of the crew.

5. The foreman will give the Union Steward or Representative for each crew a ticket for each truck that is loaded indicating the number of boxes on each load. Loaders will be required to continue to separate by size of the box on the pallets when loading so far as practical or except when raining.

6. Loaders will not be required to properly sort celery in the field when conditions are such the trucks cannot make their regular pass through the field.
7. The Company agrees that truck drivers will park the trucks as close as possible to the trailers for the unloading of wire-bound crates but, if field conditions do not permit, the trailer will be brought to the truck.
8. The Company agrees that it shall use packing humps (burras) made of material to make the humps as light as practical. Humps shall be also reconditioned according to the request of the crew regarding wheel clearance and size of the wheel.
9. Piece-rate workers shall not work more than eight (8) hours in any one day except on voluntary basis.
10. When humps are to be moved in muddy fields, the Company will tow them.
11. The Company will avoid working in high wind periods in so far as practical.
12. The Company will make every effort to provide a tractor during muddy periods to put out the ten-wheel truck in case it gets stuck.

Tomatoes

1. When irrigation on heavy soil prevents quick drying, workers may move carts through dry rows, and pick through the vines.
2. The Company shall maintain the tomato carts in proper working condition, straight and well-oiled, and shall supply sufficient carts for all workers.
3. The Company agrees that no work shall be performed in the rain. Work may be performed in a light mist, but only if mutually

agreed upon between the Company and the Worker; however, harvested goods shall be brought to the edge of the field, loaded and moved to the shed. In the event people are sent home, a minimum of one (1) hour will be granted. If the rain occurs at or after 11:00 a.m., lunch time shall be allowed in addition to the one (1) hour.

Cucumbers

1. The Company agrees that wheelbarrows used in the cucumbers to carry boxes from rows to trucks will be moved from field to field for this purpose.

Tractor Drivers and Caterpillar Operators

1. The Company agrees to maintain its tractors, caterpillars, and all its equipment in good working and running condition, and to provide for periodic inspections of all machinery.

2. The Company shall provide transportation for tractor drivers and caterpillar operators and their equipment from the shed to all designated work locations and from one work location to another.

3. The Company shall supply fuel at the field or location where the Company equipment needs it. Tractors and caterpillars shall be equipped with a flag for signaling when fuel is low.

4. The Company shall see to it that any machinery breakdown be given attention as soon as possible.

5. The Company agrees to have the General Foreman approve or assist in the first setting and adjustment of culture tools at the beginning of the sowing or cultivating.

6. Tractor drivers shall continue to receive gas allotment as per past practice.

Truck Drivers

1. The Company shall maintain trucks and equipment in good running and working order for the safety of the worker, the truck and the load.
2. The Company shall provide for a periodic inspection of the trucks and equipment. Drivers shall report any problem to the mechanics.

Article 4 - Seniority

1. The Company shall maintain one seniority list for all workers by classification.
2. Each worker shall have a date of hire with the Company and a date of entry into his job classification. If the worker is promoted to a classification with a rate above the general field labor rate, he shall establish a date of entry into the higher classification but retain his original seniority date for all other purposes.

However, if a worker is to be laid off because of a permanent job elimination, he shall be entitled to bump any lesser seniority worker in his former classification if the job is eliminated within a six-month period; and may bump any lesser seniority worker in the General Labor classification if the job is eliminated after a six-month period.

3. Lay-offs shall be in order of seniority within a classification with the worker having the least seniority in his classification being laid off first.
4. Workers shall be recalled within their job classification in order of seniority. When there are no workers on a lay-off within

a classification, workers on lay-off from the Company in other classifications shall be given the first opportunity to fill a vacancy or job opening in order of seniority. A laid-off worker shall have the right but not the obligation to fill such vacancy.

5. Celery Ground Crew. The celery harvesting ground crew shall be considered a separate classification. A celery crew worker who takes an approved leave of absence at the end of the celery season shall not lose his seniority in the crew.

6. Tomato Seasonal, or Other Seasonal Crop Operations (Field).

(a) In a seasonal crop operation, such as tomatoes, jobs shall be offered first to year-round field workers in seniority order.

(b) Additional openings shall be offered to year-round field workers then on lay-off in any classification. A laid-off worker shall have the right but not the obligation to fill such a job opening. If a laid-off worker fills a job, he shall retain his full recall rights in his own classification.

(c) Additional job openings shall be filled by regular seasonal field workers in order of seniority to be determined by the number of continuous seasons worked in such a crop.

(d) Any additional workers shall be hired in accordance with Article 3, Hiring.

7. Any job openings in the Company at the end of the tomato season in another crop shall be offered first to regular seasonal workers in order of seniority. A seasonal worker shall have the right but not the obligation to fill such a job opening. If a seasonal worker does not fill a vacancy, he shall retain his full recall rights as a regular seasonal worker in his crop operation.

8. The Company shall prepare and post a seniority list within one (1) week of the execution of this Agreement. The posting shall be in conspicuous places to afford the workers the full opportunity to check it concerning accuracy of the lists. The list will show in seniority order the full name, hire date, social security number, and classification of each worker. The list shall remain posted for four (4) weeks. If questions arise concerning the accuracy of the list, the Union and Company have up to two (2) weeks after the four (4) week posting to resolve any dispute. If any dispute remains after the two (2) weeks, any unresolved matters relating to the seniority lists may be submitted to expedited arbitration.

The same posting procedure shall be followed at the beginning of the tomato season. After one week of posting, the Union and the Company will attempt to resolve all questions concerning the accuracy of the list.

If the dispute remains after two (2) weeks from the date it was first posted, any unresolved matter relating to the seniority list may be submitted to expedited arbitration.

9. The Company and the Union agree that clear, fair seniority rules are important to the workers and the Company. It is understood that the seniority rules contained in this Agreement are new to the Company and the workers and that it is in the interest of the workers and the Company to review these local seniority rules as required for their equitable administration. The parties therefore agree to meet to review and revise, if agreed upon, said local seniority provisions only, six months after the signing of this Agreement or sooner if either party so requests.

Article 19 - Hours of Work and Overtime

For the purposes of Article, Hours of Work and Overtime, it is agreed that Saturday shall be treated as Sunday, and that Friday shall be treated as Saturday. It is further understood that in the application of Article 19, Hours of Work, Overtime and Wages, the applicable premium in Daily Overtime and Saturday Overtime shall apply to any worker who combines both hourly paid and piece rate work within the same day.

Article 20 - Reporting and Standby Time

If the piece-rate crew is required to stand-by for more than forty-five (45) minutes the Company shall compensate such crew at the applicable general labor rate.

Article 22 - Vacation

In the application of Article 22, Vacations, and Section 5, Vacations of the Supplemental Agreement, workers assigned to both piece work and hourly rated work shall be credited in the following manner:

A. An hourly rated worker assigned to perform piece work shall be credited with 1.3 hours for each hour worked at piece rate to qualify for one thousand (~~1000~~) hours during the calendar year. ^{850 ~~1000~~ PK} ^{Fiscal 1300 PK}
Such hours shall be added to the accumulated time in hourly rate work.

B. A piece worker assigned to perform hourly rated work shall be credited with .7 hours for each hour worked at hourly rate to qualify for seven hundred (~~700~~) hours during the calendar year. ^{700 ~~700~~ PK} ^{Fiscal 1300 PK}
Such hours shall be added to the accumulated time in piece rate work.

It is understood that in computing vacation benefits for 1981, the Company shall determine eligibility hours based on hours worked during the fiscal year of June 15, 1980 - June 14, 1981. For the purpose of computing vacation pay the Company shall base the applicable percentage on the earnings from April 1, 1980 to June 14, 1981, a period of fourteen and one-half months.

Article 24 - Holidays

In the application of Article 24, Holidays, of the Master Agreement, it is understood that when a holiday falls on a Monday the Company and the Union may mutually agree that Sunday may be treated as the holiday in its place.

Article 30 - Robert F. Kennedy Farmworkers Medical Plan

After the anniversary date of June 15, 1981, the Company shall make available to workers sufficient hours to meet the eligibility for this plan of sixty (60) hours work. If an unforeseen scheduling problem develops, then sufficient days could be added to the calculation prior to the 15th of June to provide the sixty (60) hour requirement.

This applies to all workers who complete these scheduled work days or have an excused absence.

This provision shall only apply for the month of June 1981.

On June 15, 1982 the Company and the Union shall open negotiations on the Robert F. Kennedy Farmworkers Medical Plan provided sixty (60) days written notice is served on the Company and written notice on the Conciliation Service of the State of California is served. Upon service of said notice the parties shall commence negotiations for said modification. Such negotiations shall be

limited to the issue of a daily contribution guarantee.

Should the parties fail to reach agreement, the parties shall have the right to use economic action in support of its proposal concerning the above subject provided that no economic action shall be taken prior to June 15, 1982.

Article 2 - Union Security

The Company shall continue to remit employee's dues in accordance with past practice. Dues shall be remitted monthly in accordance with Article 33, Reporting on Payroll Deductions and Fringe Benefits.

Article 3 - Hiring

If the Union is unable to complete a work order the Company shall have the right to fill the work order in accordance with the provisions set forth in Article 3, Hiring. The Company shall not be obligated to accept additional workers from the Union after the Company has completed an order not completed by the Union.

Language Agreement

The Union and the Company recognize their responsibility to make every effort to properly interpret and apply the provisions of this Collective Bargaining Agreement. Therefore, the parties agree that in order to fully implement and expedite the Grievance Procedure as set forth in Article 5 of the Contract, language shall not be an obstacle nor a delaying factor. The provisions relative to language in Article 9 of the Contract establishes the basis for the contractual right to use a language other than

English whenever it is essential to collective bargaining.

Packing Plant Tomato Crew

1. Gloves shall be given according to the provisions of Article 14, Health and Safety. Packing shed workers shall have the choice of cotton or rubber gloves. Gloves shall be issued one at the beginning of the season and one every month as needed. Workers may purchase additional gloves at cost as needed.
2. The Company agrees to keep the dumper belt and the bins at a level to allow maximum sorting ability for a sorter at a reasonable pace. When the packers feel the belt is too full of tomatoes, the Company shall stop the belt to allow the amount of tomatoes to decrease. The floor person in charge shall use their best efforts to control the flow of fruit.
3. Parking space shall be provided at all times for employees during working hours. Employees shall be required to park in such parking areas.

Work for Family Members

It is understood that the sons of the owners of United Celery Growers; Ron and Tom Junisaki and Scott Williams have occasionally in the past helped the Mechanic Foreman in the shop on a rotating basis and have done other "make work" jobs during school vacation periods; and that Bruce, Douglas and Mark Kajiwara have done odd jobs and general labor work in the shed also during school vacation periods.

It is agreed that the practice of these family members doing occasional general labor work shall continue as in the past pro-

vided that the performance of such bargaining unit work by these family members does not result in the displacement of a worker, or in seniority workers not being recalled from lay-off, or in the elimination of a position normally within the bargaining unit.

Executed this 13th day of November, 1980.

_____ (Company)

For the Company

UNITED CELERY GROWERS

BY: Howard Williams
Howard Williams

For the Union

UNITED FARM WORKERS OF AMERICA,
AFL-CIO

BY: Cesar E. Chavez
Cesar E. Chavez

Paul F. Chavez
Paul F. Chavez

Isidro Mendoza
Isidro Mendoza

Valente Lopez
Valente Lopez

PACKING PLANT AGREEMENT

1980

This Agreement made and entered into on November 13, 1980 by and between United Celery Growers, Inc., hereinafter called the Company, and the United Farm workers of America, AFL-CIO, hereinafter referred to as the Union, is as follows:

The provisions of the Master Agreement, which include all terms, conditions and classifications are hereby incorporated and made part of this Supplemental Agreement, except as expressly modified by the provisions of this Supplemental Agreement. Where the provisions are modified by this Supplemental Agreement, the Supplemental Agreement provisions shall control.

1 - APPLICATION OF THIS SUPPLEMENT

This Supplement applies to all of the Company's agricultural employees employed in its packing house who are engaged in receiving, packing, storing and loading of all vegetables in the Company's packing house located at 3813 W. Doris Ave., Oxnard, CA, as set forth in the Agricultural Labor Board's Certification in Case No. 75-RC-78-M. The term "worker" shall not include supervisory employees who have the authority to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward or discipline other workers or the responsibility to direct them or adjust their grievances or effectively recommend such action, if, in connection with the foregoing, the exercise of such authority is not of merely routine or clerical nature but requires the use of independent judgment. Nor, shall the term "worker" include any office and sales employees.

2 - RIGHT OF ACCESS TO COMPANY PROPERTY

The following shall replace Article 7 of the Master Agreement:

A. Duly authorized and designated representatives of the Union shall have the right of access to the Company's packing sheds for the conducting of normal Union affairs in the administration of this Agreement. In the exercise of the foregoing, there shall be no interference with the productive activities of the workers. The Union Representative shall notify the foreman of his presence on the job before conducting any Union business.

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

3 - LEAVES OF ABSENCE

Article 11, Leaves of Absence, of the Master Agreement, shall be modified with respect to Section B as follows:

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

1. Written notice shall be given by the Union to the Company at least one (1) week prior to the commencement of any such leave. Such leaves of absence shall be granted only to a maximum of two (2) workers in any packing shed at a time.

2. This section shall apply only to companies whose packing operations exceed 90 working days in a calendar year.

3. This section shall not apply to operations during a critical period of the harvest season if it would harm the packing

operations.

Article 11, Section A and C, shall remain the same as in the Master Agreement.

4 - OVERTIME

The following shall replace Article 19, Hours of Work, Overtime and Wages, Section A.

A. All work done by the day crew before 7:00 a.m. or 6:00 p.m. or after eight hours and less than twelve hours in any one day, shall be at the rate of time and one-half of regular straight time pay.

B. All work in excess of twelve hours in any one day of twenty-four (24) hours shall be at the rate of double time.

C. Overtime for night workers shall be after the first eight (8) worked after 5:30 p.m. Night workers shall be limited to employees not a part of the regular day crew, who by virtue of their duties with employer, or by virtue of not being otherwise at work in the industry, do not commence work in the packing house before 5:30 p.m. In any 24 - hour period in which night workers are employed to perform packing and loading operations, day crew shall be assured of eight hours work for that day.

D. A night crew differential of 40¢ per hour shall be paid on hourly rates and when piece rates are used this 40¢ per hour shall be translated into piece rates.

E. Overtime at the rate of time and one-half of the regular straight time pay shall be paid to the tomato packers after eight hours and less than twelve hours in any one day. Overtime for the ladder and loading crews shall not start until the packed-out crates placed on the skid between the packer

and the press have been loaded or set back.

F. In the event the Industrial Welfare Commission adopts a final order with respect to overtime which would apply to the Company's operation and is more burdensome on the Company, the order shall modify the above provisions regarding overtime. Where these provisions are modified by a final order of the Industrial Welfare Commission, the Industrial Welfare Commission's order shall prevail. In any event, if the IWC order applicable to this packing shed requires overtime after forty hours per week, the contract provision regarding overtime after 6:00 p.m. or before 7:00 a.m. is to be removed.

5 - VACATIONS

Article 22, Vacations, shall be replaced with the following sections:

A. Vacation pay shall be granted to eligible workers who qualify for such vacations. Workers shall be eligible in fiscal year June 15 to June 14, following the first anniversary of continuous employment and annually thereafter for vacation pay and a one-week vacation, provided that in order to qualify for vacation pay, the worker shall work the hours set forth below in the prior fiscal year. Vacation pay will be the percentage specified below of the worker's gross company earnings in the qualifying calendar year.

Hourly workers	-	850 hours and up, 2 1/4%
Piece rate workers	-	700 hours and up, 2 1/4%

The employee who has qualified for a vacation shall be allowed time off, with the consent of the Company as specified herein with no loss of seniority.

B. A worker who has maintained his seniority for four (4) or more consecutive years shall receive double the above vacation benefits.

6 - MEAL PERIODS

No employee, except as provided in the following paragraph, shall be required to work in excess of five (5) hours consecutively without a meal period of one (1) straight hour. A meal period shall not exceed one (1) hour, but employees may be given a call to return to work, more than one hour after meal period is given, subject to the provisions of Section 7 of this Supplemental Agreement.

Employees whose duties require their presence on the job before or after regular crew hours shall adjust their meal period by mutual consent of the employee and the Company.

7 - REPORTING AND STANDBY TIME

The following shall replace Article 20, Reporting and Standby Time, of the Master Agreement.

A. Employees shall be paid from the time called until released and shall be paid a minimum of three (3) hours for the first call and a minimum of one (1) hour for each call thereafter in any day, except that one call per day shall be allowed without pay where harvesting or packing is delayed because of

rain, frost, or other causes beyond the control of the Company. Return to work after a meal period of one (1) hour or less shall not constitute a call.

B. Where a crew is on piece rates and less than the required call time is furnished, the employees shall be paid their piece rate for the period worked, and the remainder of the required call time shall be at the hourly rate.

C. Any time a crew is released, it must be released for a minimum of thirty (30) minutes.

D. In case of standby time, when employees are on piece work, the hourly rate shall be paid.

Executed this 13th day of November, 1980.

(Company)

For the Company

UNITED CELERY GROWERS

BY: Howard Williams
Howard Williams

For the Union

UNITED FARM WORKERS OF AMERICA,
AFL-CIO

BY: Cesar E. Chavez
Cesar E. Chavez

Paul F. Chavez
Paul F. Chavez

Isidro Mendoza
Isidro Mendoza

Valente Lopez
Valente Lopez

JOB DESCRIPTIONS

UNITED CELERY GROWERS, INC.

IRRIGATION SUB FOREMAN (Leadman)

Works as leadman with irrigation crew. Assigns specific tasks to workers and assists in training new workers. May drive company pick-up truck in pulling pipe trailers. When requested, he records worker's time. Performs manual work normally performed by irrigation workers. May be required to substitute for supervising foreman when he is not available. Reports to supervising foreman for hiring, firing and discipline.

TRACTOR SUB-FOREMAN (Leadman)

Assigns specific tasks to tractor drivers, assisting drivers in setting up equipment and making necessary adjustments. Trains and instructs workers in driving tractors. Responsible to assure that work is performed in a manner so that established quality control objectives are achieved. When requested, he records worker's time. May drive company pick-up truck in performance of his work. Performs tractor work normally performed by workers and may be required to substitute for supervising foreman when he is not available. Reports to supervising foreman for hiring, firing or discipline.

TRACTOR OPERATOR "A"

Precision planting, precision application of agricultural chemicals, precision boarder driving, motor grading in building roads and building ditches, and/or listing. An employee so classified shall receive the rate of the classification for all time worked, including time, if any in classification carrying a

lesser rate of pay. Operator may be required to make minor equipment adjustments and routine maintenance on equipment.

TRACTOR OPERATOR "B" AND MISCELLANEOUS EQUIPMENT OPERATOR

Includes all other tractor operations and equipment operators except for those activities listed in classification Tractor Operator "A" or other tractor driver classifications. When an employee is required to perform any task covered by a higher rated job, except for minor equipment adjustments and routine maintenance, during the course of a work day, he shall be paid at the rate of the higher rated job, for the time worked on such job on such day.

IRRIGATOR

Installs, moves and services the appropriate irrigation systems for the distribution of water to the farming operations as directed by the Company.

TRAILER PULLER

Moves trailers with equipment, as directed by the Company.

FORKLIFT OPERATOR

Operation and routine maintenance of field forklifts.

HEAVY EQUIPMENT OPERATOR

Includes operation of motor graders, bulldozers, back hoes, carry alls, and similar heavy earth moving when such machines are used in building or restructuring fields: including such activities as pond and/or swamp drainage areas, or dike and levee building.

TRUCK DRIVER (SANITATION)

Classification includes the cleaning, sanitizing of the portable toilets and furnishing such supplies as soap and toilet

paper. Operator operates machine siphoning of waste into a permanently mounted tank carried on a truck, and empties same at directed location. Operator may make minor adjustments. Operator is required to drive on public highways, and to possess a state driver's license.

TRUCK DRIVER (WATER)

Classification covers driving of truck equipped with a permanently mounted water tank; driver as directed, will water dirt roads on the ranch; and may entail driving on public highways. Operator may make minor adjustments. Operator required to have a state driver's license.

TRUCK DRIVER (THREE AXLE)

Drives three-axle, 10-wheel truck. Hauls the loads and empty boxes to and from field and shed. Performs routine maintenance.

GENERAL FIELD AND HARVESTING WORKERS

The classification covers general field harvesting, pruning, staking, stringing, and miscellaneous duties not otherwise covered by other wage classifications or new changed operations that may be subject to Article 18, New or Changed Operations.

THIN AND HOE

Using the appropriate equipment and method, workers will remove excess plant growth in accordance with the instructions of the Company. Company shall not require the use of the short-handled hoe.

CELERY GROUND PACK

CREW

Cuts stalk, trims and strips, places as directed, assembles container, sizes and packs stalk, closes container.

LOADER

Windrows and loads.

CELERY TRANSPLANTING (MACHINE)

While on transplanter machine, worker picks from box a celery plant and inserts into planter on outer diameter of revolving wheel. Follows machine and hand plants celery plants in spots skipped by machine. Assists in loading machine with plant supplies at end of beds, as directed by Company. Celery transplanting by hand may be necessary at certain times of the year.

CELERY BIN

Piece rate per bin. Crew operation. Cut and load celery into bins.

CUCUMBER HARVEST

Hourly operation. Hand pick cucumbers according to instructions of foreman, according to size, maturity, color, and shape. Place cucumbers into picking boxes supplied by Company. Exercise care in protecting plants (vines) and fruit remaining on the vines. When boxes are filled, worker brings them to the end of the row on wheelbarrow supplied by Company, and stacks for loaders to transfer to truck.

POLE TOMATO HARVEST

Piece rate per box or hourly rate operation. Hand pick tomatoes under the direction of the foreman according to size, color, maturity, and quality, and place in picking boxes supplied by Company. Boxes are rolled through field on tomato carts supplied by Company. Exercise care in protecting vines and remaining fruit. Picking boxes, level full and usually containing 35 lbs., are brought to the end of the row for dumping into bins supplied by the Company. Forklift operator transfers bins to truck for

by the Company. Forklift operator transfers bins to truck for
hauling to the shed.

TOMATOES - PACKING HOUSE

JOB DESCRIPTIONS

UNITED CELERY GROWERS, INC.

PACKER

- a. Packs tomatoes as to size and color; 3x4, 4x4, 4x5, 5x5, 6x7, 7x7, 7x8.
- b. Sorts any greens and puts them on another conveyer belt.

SORTER

- a. Sorts colors as to pink, salmon, and ripes.
- b. Sorts tomato culls such as rotten, soft, sunburned, cut, or bruised.

STAMPER

- a. Stamps the size of the packed tomatoes.
- b. Pushes the packed carton into the lidding machine (sealer).

CHECKER

- a. Cartons are numbered by packers (each packer has a number) 1, 2, 3, etc. and checker punches the number on a tabulator.

SET-UP TO DUMPER

- a. Puts tomato lugs on rollers.
- b. Pushes them up to dumper.
- c. Always keeps the dumper full of lugs.

HAND TRUCKER

- a. Hand trucks stacked cartons of tomatoes away from line and into cooler.
- b. Places cartons in a designated area according to color and quantity, such as 4x4 in one section, and 5x6 in another

section.

CARTON ASSEMBLER

- a. Operates two machines; one that makes the end panels, and the other that makes the completed carton.
- b. Puts hot melted glue in glue pots.
- c. Puts body of cartons in slotted trough.
- d. Puts ends in the machine.
- e. Stacks cartons and moves them to a designated area.
- f. Repairs damaged cartons with glue gum.
- g. Cleans working area.
- h. Cleans machines.
- i. Changes machine to make either 2-laver or 3-laver cartons

DUMPER

Operates dumping machine that places tomatoes on the line.

REGULAR FORK-LIFT DRIVER

- a. Takes full pallate of tomato lugs from the truck.
- b. Places them in a designated area.
- c. Keeps the Set-Up to Dumper always full of tomato lugs.
- d. Takes away empty lugs and places them on pallates away from the tomato line.
- e. Places pallates outside.
- f. Checks pallates of green tomatoes and when full sets them aside for them to color up.

STACKER

Stacks tomato cartons as to size (3x4 through 7x8) and color.

LOADER

Loads trucks with stacks of tomato carton.

MISCELLANEOUS

- a. Packer and stacker of green tomatoes.
- b. Fills lugs full of tomatoes and stacks them on a pallate.
- c. Puts cartons on the merry-go-round machine.

CUCUMBER - PACKING HOUSE

JOB DESCRIPTIONS

UNITED CELERY GROWERS, INC.

FORKLIFT DRIVER

- a. Unloads and loads trucks with bins.
- b. Keeps good supply of bins full of cucumbers on line.

DUMPERS

Operates machine that dumps cucumbers onto line by means of a hydraulic lift.

SORTER

Sorts cucumbers as to size (large, small, and regular) and culls such as broken and rotten cucumbers, etc.

PACKER

- a. Packs cucumbers into cartons as to size to an 80% capacity.
- b. Sets the packed cartons aside on conveyor belt.
- c. Separates unacceptable cucumbers and disposes of them.
- d. Cleans cucumbers removing mud and dirt.

WEIGHER

- a. Weighs packed carton to 32 lbs.
- b. Removes excess and adds additional if not at 32 lbs.
- c. Pushes cartons into box sealer.

STACKER

Stacks cartons as to size (small, jumbo, #1).

HAND TRUCKER

Places cartons on hand truck and pushes them into cooler in a designated area.

LOADER

Stacks cartons on hand truck and loads them into trucks.

CELERY - PACKING PLANT
JOB DESCRIPTIONS

SET-ON, SET-OFF

Places packed wirebound crates onto conveyor belt.

FORKLIFT DRIVER

Hourly rate. Loads empty wirebounds on truck along with pallates, for field crew. Removes full pallates and stacks celery in shed. Removes empty pallates from water belt area and empties trash bins into dump truck. Operation and routine maintenance of forklift.

APPRENTICE FORKLIFT AND BUG DRIVER

An employee who has worked less than thirty calendar days for the Company as a forklift driver.

(WAGES)

(OTHER CROPS)

<u>CLASSIFICATION</u>	<u>Upon Signing</u>	<u>6/15/81</u>	<u>6/15/82</u>
PACKER (Shed Piece Rates)			
Bell Peppers (H&M, UCG)	\$.21	\$.215	\$.22
Cucumbers (H&M, UCG)	.21	.215	.22

PACKING PLANT AGREEMENT

(WAGES)
(TOMATOES)

	Upon Signing	<u>6/15/81</u>	<u>6/15/82</u>
<u>CLASSIFICATION</u>			
PACKER			
Ripes & Pinks			
3-Layer Pack	\$.325	\$.33	\$.335
2-Layer Pack	.21	.215	.22
SORTER	4.82	5.37	5.92
MISCELLANEOUS FLOOR HELP	4.82	5.37	5.92
DUMPER	4.93	5.48	6.03
SET-UP TO DUMPER	4.895	5.445	5.995
STAMPER & CHECKER	4.82	5.37	5.92
TRUCKER	4.895	5.445	5.995
REGULAR FORKLIFT & BUG DRIVER	5.295	5.845	6.395
APPRENTICE FORKLIFT & BUG DRIVER	5.045	5.595	6.145
LIDDER	5.145	5.695	6.245
LOADER	5.245	5.795	6.345

In case of standby or call time, packer shall be paid at least \$5.10, or \$5.65, or \$6.20 (according to appropriate contract year) per hour for each hour in which there is standby time and in which he is not released, providing, however, an apprentice packer who has worked as a tomato packer for less than ten (10) days shall receive the miscellaneous rate for standby time.

Apprentice Forklift and Bug Driver is defined as an employee who has worked less than thirty (30) calendar days for the Company as a forklift driver.

Tomato Packers shall rotate every half hour or every hour. The majority of the packers in the packing house during the second week of operation shall determine for the season whether rotation shall be hourly or half hourly.

WAGESCelery

<u>JOB CLASSIFICATION</u>	<u>UPON SIGNING</u>	<u>6/15/81</u>	<u>6/15/82</u>
PACKER	\$ 4.86	\$ 5.41	\$ 5.96
SORTERS AND STRIPPERS	4.82	5.37	5.92
LABELER & STAMPER	4.82	5.37	5.92
DUMPER FROM CRATES	4.82	5.37	5.92
MISCELLANEOUS FLOOR HELP	4.82	5.37	5.92
TRIMMING OUT OF BASKET	4.82	5.37	5.92
BASKET PUSHER	4.82	5.37	5.92
TRUCKER (Miscellaneous)	4.82	5.37	5.92
PRE-COOLER (No Set-on or Set-off)	4.82	5.37	5.92
HAND TRUCKER	4.87	5.42	5.97
WIREBOUND CRATE ASSEMBLER	4.87	5.42	5.97
SET-ON & SET OFF	4.87	5.42	5.97
SET-ON, SET-OFF & WATER CONTROL (UCG ONLY)	4.94	5.49	6.04
REGULAR FORKLIFT & BUG DRIVER	5.295	5.845	6.395
APPRENTICE FORKLIFT & BUG DRIVER	5.045	5.595	6.145
WIREBOUND CRATE CLOSER	4.92	5.47	6.02
LIDDER	5.02	5.57	6.12
LOADER	5.095	5.645	6.195

Executed this 13th day of November, 1980.

(Company)

For the Company

UNITED CELERY GROWERS

BY: Howard Williams
Howard Williams

For the Union

UNITED FARM WORKERS OF AMERICA,
AFL-CIO

BY: Cesar E. Chavez
Cesar E. Chavez

Paul F. Chavez
Paul F. Chavez

Isidro Mendoza
Isidro Mendoza

Valente Lopez
Valente Lopez