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1980 - 1983

VACUUM COOLER AGREEMENT

**CALIFORNIA
ARIZONA
NEW MEXICO**

Companies Listed in Appendix A
and
Fresh Fruit and Vegetable Workers Local P-78-A
and Local 78-B United Food and Commercial
Workers, A.F.L.-C.I.O. and C.L.C.

VACUUM COOLER AGREEMENT

INDEX

<u>TITLE</u>	<u>PAGE</u>
ARTICLE I - <u>RECOGNITION</u>	1
ARTICLE II - <u>UNION SECURITY</u>	3
ARTICLE III - <u>REPRESENTATION</u>	7
ARTICLE IV - <u>GRIEVANCE PROCEDURE</u>	8
ARTICLE V - <u>ARBITRATION</u>	11
ARTICLE VI - <u>SENIORITY</u>	12
ARTICLE VII - <u>LEAVES OF ABSENCE</u>	18
ARTICLE VIII - <u>MEN IN ARMED FORCES</u>	20
ARTICLE IX - <u>NO STRIKE, NO LOCKOUT</u>	20
ARTICLE X - <u>RIGHT OF MANAGEMENT</u>	21
ARTICLE XI - <u>SAFETY</u>	22
ARTICLE XII - <u>WORKING CONDITIONS</u>	23
ARTICLE XIII - <u>HOURS AND OVERTIME</u>	28
ARTICLE XIV - <u>FORKLIFT LOADING</u>	30
ARTICLE XV - <u>COMBINATION JOBS</u>	35
ARTICLE XVI - <u>WAGES</u>	36
ARTICLE XVII - <u>VACATIONS</u>	36
ARTICLE XVIII - <u>LIFE, HEALTH AND WELFARE</u>	38
ARTICLE XIX - <u>PENSION</u>	40
ARTICLE XX - <u>SEVERANCE BENEFIT</u>	41
ARTICLE XXI - <u>HOLIDAYS</u>	43
ARTICLE XXII - <u>FUNERAL LEAVE</u>	44
ARTICLE XXIII - <u>JURY DUTY</u>	44
ARTICLE XXIV - <u>CHECK OFF OF UNION DUES AND INITIATION FEES</u>	45
ARTICLE XXV - <u>SUBCONTRACTING</u>	46
ARTICLE XXVI - <u>SUCCESSOR</u>	46
ARTICLE XXVII - <u>DURATION OF AGREEMENT</u>	47
APPENDIX A	

VACUUM COOLER AGREEMENT

(For California, Arizona & New Mexico)

This Agreement, made and entered into as of April 1, 1980, by and between those companies set forth in Appendix "A", their successors and assigns, each of which is hereinafter called the "COMPANY", and the FRESH FRUIT AND VEGETABLE WORKERS LOCAL P-78-A and LOCAL 78-B and United Food and Commercial Workers, AFL-CIO and CLC, its successors and assigns, hereinafter called the "UNION".

ARTICLE I

RECOGNITION

1. The Company recognizes the Union as the sole and exclusive bargaining agent for all its plant production employees (including those employees engaged in the functions of plant clerical) except operators covered in another Union agreement, engaged in handling commodities in connection with its vacuum cooling operations at the plants set forth after its name in Appendix A and such other plants as may be added by mutual agreement.

This Agreement also applies to presently existing mobile vacuum cooler plants listed in Appendix A at whatever locations they may be operated by Company in California, Arizona, or New Mexico.

In the event the Company operates a mobile vacuum cooling plant in a state other than those listed above, the

Company agrees to recognize the Union as the Bargaining Agent of the employees of such plant and extend the terms and conditions of this Agreement upon a showing by the Union that it represents a majority of the employees at the plant.

There shall not be included and the terms of this contract do not extend to office clerical personnel or professional or supervisory employees as the same are defined and interpreted under the Labor-Management Relations Act, as amended.

2. In the event any new or experimental operation, container, or classification shall be installed by the Company in any of said plants, or if there be any substantial change in the packed weight of existing containers, or if any loading patterns are adopted which vary materially from existing patterns, the Company shall have the right to temporarily set the wage scale and working conditions, provided the scale be comparable to a similar classification as to rate, if feasible, but shall notify the Union by notifying the shop steward within forty-eight (48) hours after the operation, container or classification is installed. Within ten (10) days thereafter, or such extra time as agreed upon between the Company and the Union, the Company and the Union shall agree upon the wage scale and working conditions. If no agreement is reached within the time limitation set forth, the Parties agree to go to arbitration within ten (10) days after written request by one Party to the other and the arbitrator shall make his determination within thirty (30) days after the submission of the matter to him in

writing or such additional time as may be agreed upon by the Company and the Union. Within thirty (30) days of the execution of this Agreement, a permanent arbitrator shall be agreed upon and appointed by the Parties hereto to arbitrate all matters arising under this Section; and if they are unable to agree, he shall be selected as provided in ARTICLE V, Section 1. If the permanent arbitrator is unable or unwilling to act, then another permanent arbitrator shall be selected in the same manner. Either Party shall have the option to require the selection of a new permanent arbitrator following any decision rendered under this Article by making a request in writing therefor to the other Party within thirty (30) days of the rendering of a decision by the arbitrator. Any wage agreed upon or determined by arbitration shall be effective from the installation of such new or experimental operation, container, or classification. The determination of the arbitrator shall be binding and conclusive on the Parties.

ARTICLE II

UNION SECURITY

1. The provisions of this Article shall have no application to the operations of the Company, if any, in the State of Arizona, and are hereby deleted as to such operations so long as they are contrary to the law of Arizona. The Union asserts that the amendment to the Constitution of the State of Arizona, commonly referred to as the "Right to Work Bill", and its implementing legislation, are unconstitutional and invalid

and specifically reserves the right to secure a judicial determination thereon. Should they be repealed or held invalid by the Court of last resort, the provisions of this Section shall be eliminated and the provisions of this Article shall thereupon become effective as to operations in Arizona except as same may be modified or superseded by any Act of Congress or any lawful statute of the State of Arizona.

2. Preference of Employment -

In the employment of any non-seniority worker, the Company shall make all reasonable effort to offer permanent job openings to individuals who are experienced and qualified in the vacuum cooling industry. Any individual shall be deemed to be experienced and qualified when he has performed work in the classification for two or more seasons. Such efforts shall include, but not limited to, the following:

A. The Company agrees to accept employment applications from experienced and qualified individuals. The Company may rely on a certification by the Union that an applicant is experienced and qualified when the applicant presents to the Company such certifications.

B. When a permanent opening occurs, the Company shall post a notice of such opening on the bulletin board and such other places on the vacuum cooling plant where notices are customarily posted and will attempt to fill such openings in accordance with ARTICLE VI, Section 4(b).

C. When a permanent job is not filled by B. above,

the Company shall make all reasonable attempts to contact experienced and qualified persons for the permanent job openings from the applications received as provided in A. above. Once a person has been contacted for a permanent job opening under this subsection and the person is not available, his name shall be removed from the file of applications.

D. The Company will call the Union office serving the area for an experienced and qualified worker if no such worker is available from its file of applications.

E. If the Company does not have applications on file or if the Union can't furnish experienced and qualified persons, the Company shall be free to secure persons from whatever source may be available.

F. If the Company hires a person who is not experienced and qualified, that person may be displaced by an experienced and qualified worker if such worker applies for the job within a period of ten (10) working days from the date the new worker was hired.

G. The Union agrees to only refer persons from the "out of work" list who are experienced and qualified.

H. The Company will give written notice to the Union of the name, social security number and classification of any non-seniority hire within seven (7) days of such hiring.

I. Job applicants who are denied employment in

violation of this Article shall be considered "employees" under the grievance procedure.

J. The Company reserves the right to reject any applicant for just cause.

3. Employees shall become members of the Union within thirty (30) days from the date of their employment, or within thirty (30) days of the execution of the Agreement, whichever shall occur later. Membership in good standing in the Union shall be a continuing condition of employment for all employees covered by this Agreement, subject to the provisions and limitations of the Labor-Management Act.

4. In event any employee shall fail to tender periodic dues or initiation fees, the Union shall give notice, in writing, to the Company requesting the discharge of such employee. The Company shall notify the employee of the receipt of such letter, and if the employee shall not tender his dues or initiation fees within twenty-four (24) hours after service of notice on the employer, the employer shall be required to discharge the employee. Such discharged employee shall not be re-employed until the Company has been notified in writing by the Union that the discharged employee has become a member in good standing in the Union.

5. Company will, within fifteen (15) days after it commences operation in any season, give to the Union a list of all employees covered by this Agreement. Company will, to the extent possible, give this first list to the Union without

written request by the Union, but the failure to do so shall not be considered a breach of this Agreement. Within ten (10) days after the start of each month thereafter, Company will, upon written request by the Union, give to the Union a list of all employees who are at that time covered by the Agreement. This provision will not apply in Arizona so long as the right to work law is in effect in that State.

6. The Company agrees that it will not in any way discriminate against any employee because of his membership in, activity on or in behalf of, or sympathy toward the Union herein. Neither the Union nor the Company will discriminate against an applicant or employee because of race, creed, color, sex, age, national origin or religious belief.

ARTICLE III

REPRESENTATION

1. Company agrees to admit to its plants covered by the Agreement, at any reasonable time, any authorized Union representative for the purpose of conducting Union business; provided, however, there shall be no interference or interruption of working operations. The Union representative shall notify the foreman or superintendent of his presence on the job before conducting any Union business. The Union shall notify the Company at the beginning of each season of each authorized representative.

2. On each plant there shall be selected by the Union not more than three (3) shop stewards, except that where

separate crews are employed, (day and night crews) there shall be not more than three (3) shop stewards for each crew, one of whom shall be designated as the Chief Steward. The shop stewards so selected shall represent the employees on the plant as provided in ARTICLE IV, entitled Grievance Procedure. The Chief Shop Steward, or another shop steward in his absence, shall handle all matters directly with the Company representative.

The Union shall notify the Company, in writing, of the identity of the shop stewards and any changes thereof.

ARTICLE IV

GRIEVANCE PROCEDURE

1. Whenever any dispute or grievance shall arise between the Union and the Company or an employee and the Company, which cannot be settled informally, it shall be adjusted as follows:

STEP ONE: The matter shall be reduced to writing and signed by the employee or Union representative on forms provided by the Company and shall include the following:

- (a) A complete statement of the grievance and the facts upon which it is based;
- (b) The remedy or correction which it is desired the Company make; and
- (c) The section or sections of this Agreement relied upon or claimed to have been violated.

This written grievance shall then be presented by the Shop Steward or business agent of the Union to the foreman or Company representative, and if the foreman or Company representative and the shop steward or business agent cannot settle the matter, the Company shall, within forty-eight (48) hours after demand by the business agent, furnish the Union with a written answer which shall include the following:

- (a) A complete statement of the Company's position and the facts upon which it is based;
- (b) The remedy or correction offered, if any.

STEP TWO: If it is decided to appeal the grievance to Step Two, the business agent shall, within three (3) days after receipt of the Company's answer, send a notice of appeal, in writing, to the Company, which notice shall include the following:

- (a) A brief statement of the reasons for appeal;
- (b) Any additional facts in support of the original statement;
- (c) A statement of the remedy or correction requested from the Company;
- (d) The section or sections of this Agreement relied upon or claimed to have been violated.

After such notice of appeal, the Union and Company shall arrange

a conference, at which conference either party may offer and present evidence of the grievance and during which conference a bona fide effort in good faith will be made by both of the parties to settle the grievance. Either party will have the right to demand that said conference be had within five (5) days of the notice of appeal.

2. Other provisions relating to grievances are:

(a) The Company may submit a grievance in writing, directly to the Union and the same will be heard at a conference between the Union and the Company in accordance with the provisions of STEP TWO set forth above.

(b) This provision shall not limit the right of any employee to present a grievance individually as provided under the Labor-Management Act: provided, however, the Union shall have the right to have its representatives present at such hearing and shall be notified of any such hearing.

(c) Any of the periods within which any of the acts required in this Article are to be performed may be extended by written mutual consent of the Union and the Company.

(d) If any employee is discharged, he shall be given the opportunity to present his grievance to his shop steward before leaving Company property.

(e) Any grievance relating to discharge or to seniority shall be presented in writing within five (5) days (excluding Saturday and Sunday) after the discharge or the denial of seniority status, or such grievance shall be deemed to

be waived. Any other grievance shall be presented in writing within thirty (30) days after the termination of the season in which the grievance occurred, or such grievance shall be deemed to be waived. Claims for loss of wages shall be limited to thirty (30) days previous to the date of filing grievance.

(f) The Company agrees that the authorized Union representative designated in this Agreement shall not be hindered, coerced, restricted or interfered with in the performance of his duties of investigating, presenting, and adjusting grievances as provided for in this Article.

3. If the grievance is not resolved at the conference as provided for in Step Two above, then either party may request, in writing, within fifteen (15) days of the conference that the matter proceed in accordance with ARTICLE V. Failure of either party to give such written notice shall waive the rights to proceed in accordance with ARTICLE V.

ARTICLE V

ARBITRATION

1. Any dispute which has not been adjusted under the Grievance Procedure and which arises under the terms and conditions of this Agreement may be submitted to arbitration; provided the written notice has been given as provided in ARTICLE IV, Section 1 above. The Company and the Union shall attempt by mutual agreement to appoint an arbiter. In the event the parties cannot agree on an impartial arbiter, then either party may request a panel of arbitrators to be submitted by the Federal

Mediation and Conciliation Service, State Conciliation Service or American Arbitration Association, and an arbitrator shall be selected from such panel by the process of each party alternately eliminating one of the suggested names until there remains only one name on the panel. Any such panel shall contain at least seven (7) names or arbitrators. The appointment of the arbitrator shall be completed within five (5) working days of receipt of the list by the parties.

2. At the outset of the arbitration hearing, the party appealing to arbitration shall furnish the arbiter with copies of all documents relating to the grievance. The arbiter and the parties shall then determine the issue to be arbitrated from the documents so offered and the arbiter shall confine his decision to the issue or issues agreed upon. If the parties cannot agree upon the issue, the arbiter shall determine the issue from the documents submitted.

3. Either party may call such witnesses as are necessary and the arbiter shall proceed to hear the matter and render a written opinion, which shall be final and binding upon the parties hereto.

4. Costs of said arbitration shall be borne equally by the parties.

ARTICLE VI

SENIORITY

1. Seniority shall be acquired on each plant, and if a portable cooler plant, only on the location where the employee

acquires seniority and shall apply only to the job classification in which the employee is employed.

2. Seniority shall be obtained on each plant after twenty (20) days of employment within a consecutive sixty (60) day calendar period or after having worked 51% of the days worked by the plant within the season, whichever is less. After the twenty (20) day working-day period described above, or 51% of the season, whichever is less, the employee shall be placed on the seniority list. Seniority shall commence with the date of hire, or the commencement of the first day of employment within the sixty (60) calendar-day period herein referred to. The Company shall post the seniority list on the bulletin board and mail a copy to the Union.

3. When an employee transfers to another classification in a plant, he shall obtain seniority status in the new classification in the manner heretofore provided. He shall retain seniority status in his former classification without loss of any seniority acquired in his new classification until the job to which he transferred has worked 60% of the average number of days the plant operated in the two (2) previous consecutive seasons for two (2) succeeding consecutive seasons.

Any individual who transfers to another classification in the plant and retains his seniority status in his former classification, as set forth above, shall have the right to exercise his seniority in his former classification a) during the season where such employee has been laid off in the new

classification for three (3) consecutive working days; or b) at the beginning and end of the season.

4. (a) As to employees having seniority as heretofore provided, hiring and layoffs of such employees shall be on the basis of length of seniority in their classification in that plant.

Seniority employees who request to be laid off when the Company is reducing the work force shall be entitled to be laid off, provided it is mutually agreeable among the seniority employees when working within the classification.

(b) When a vacancy occurs, employees in the classification at the plant will be given first preference in accordance with their classification seniority, then employees of other classifications at the plant in accordance with their plant seniority, due consideration being given to ability of the person exercising his plant seniority to perform the work satisfactory to the employer, subject to the right of grievance.

(c) An employee transferring to a new classification goes to the bottom of the seniority list in the new classification but retains his original plant seniority. Classification seniority is inclusive of all shifts.

(d) In the case of temporary vacancies where seniority employees within the classification are available, they shall be called to work; however, the Company need not disturb the normal make up of the crews. A temporary vacancy shall consist of not less than one (1) nor more than three (3) days.

Whenever possible, the Company shall fill all temporary vacancies on the basis of seniority.

(e) Where classification seniority is equal, plant seniority within that classification will prevail.

(f) The filling of the combination job of receiver and forklift, whether occurring at the commencement of operations or in consequence of a reduction in force, the job will be given to the employee with the highest seniority among receivers and forklift drivers; provided he is qualified to handle both positions and capable of performing the work in a manner satisfactory to the employer; and provided that a right of appeal shall exist as provided in ARTICLE V of the Agreement dealing with arbitration.

(5.) To protect his seniority, an employee shall furnish the employer with his proper mailing address. The employer, by certified mail, shall approximately ten (10) days prior to the opening of the annual processing season, notify the employee of the approximate starting time thereof. Thereafter, it shall be the duty of the employee to keep himself informed of the actual starting date of his employment and to report on the date set therefor. The notice shall be given to him at least twenty-four (24) hours prior thereto by posting on the Company bulletin board or personnel roster board.

6. Nothing in this section shall be interpreted to deprive an employee of his seniority status because he arrives later than the date of reporting; provided he arrives within

either of the following: (1) ten (10) working days from the date the plant commenced operation; or (2) five (5) working days from the date the individual's seniority entitled him to commence work after the plant commenced operation. The grace periods provided herein are only on the condition that his failure to arrive on time was because of his employment in a plant under this same form of agreement in another district where he has seniority or would have at the end of the season, and brings a certificate from his employer stating he was so employed and his services were required. He must report within three (3) days after ending such employment. It is also understood that Company shall provide such certificate when required to protect the seniority in another area. This paragraph shall not apply when season for the plant to which the employee is moving is customarily six (6) weeks or less. Any seniority employee who desires to exercise his right to report for work after commencement of operations at a plant as provided in this section shall notify the Company prior to its commencement of operations. Failure to so notify the Company shall waive the employee's right to late report for work as herein provided.

7. Whatever seniority an employee has, is lost when he:

- (a) is discharged for just cause; or
 - (b) voluntarily leaves the employment of the employer without written leave of absence;
- or

- (c) fails to give notice and report as required under this Article; or
- (d) hires or attempts to hire another person (not an employee of the Company) to perform the job duties of such employee.

8. In the event that an individual's classification of work is discontinued in use at the plant or such individual is unable to continue fulfilling the duties of his classification, he shall have the right in accordance with his plant seniority to fill any job not held by a person with two (2) or more years seniority provided he is capable of performing the work in that classification. Once an individual has exercised his right to such a change because he is unable to continue fulfilling the duties of his classification, he shall lose whatever seniority he held in his former classification.

9. Whenever a Company opens an additional vacuum cooling plant or relocates an existing vacuum cooling plant within a growing district, the Union and the Company will meet to resolve any seniority issue resulting therefrom. For purposes of this Section, the term location as applied in the seniority section shall be interpreted to include a growing district.

10. The Company and the Union acknowledge where plant clerical employees are required as part of their job duties to represent the Company in contact with customers and the general public, they necessarily must have the ability to communicate

and be sensitive to the needs and requirements of the customers and general public. Therefore plant seniority may not be used to bid into any job opening in the Plant Clerical I classification.

11. Any Company which operates more than one vacuum cooling plant within a growing district for the first time after April 1, 1980 shall assign employees to work on such plant from a single seniority list. Any Company which operated more than one vacuum cooling plant within a growing district prior to April 1, 1980, shall integrate the seniority list from the two or more plants upon written notice from the Union to the Company that a majority of the seniority employees have voted to approve a merger of the seniority.

The rules governing inter-plant transfers by the plant within a growing district shall be agreed upon between the Company and the Union.

ARTICLE VII

LEAVES OF ABSENCE

1. Leaves of absence not to exceed two (2) months without pay may be granted by applying to and receiving approval from the Company. Leaves of absence may be extended by applying to and receiving approval from the Company, upon a satisfactory showing of necessity.

2. Leaves of absence not in excess of eight (8) days may be either in writing or oral at the option of the Company. All leaves of absence in excess of eight (8) days must be in

writing on forms furnished by the Company and signed by the shop steward or other Union representative, the Company representative and the employee requesting such leave, in triplicate, one copy for the employee, one for the Union, and one for the Company.

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

4. Leaves of absence shall be granted or extended upon illness of an employee substantiated by a doctor's certificate or other adequate proof of illness. Leaves of absence in excess of one (1) year shall not be granted unless the employee applying for such leave of absence provides the Company and Union with adequate reasons, including medical evidence when necessary to verify a disability. Any application for medical leave of absence in excess of one (1) year must be accompanied by medical evidence with a definite prognosis for recovery. Any employee who was granted a leave of absence in excess of one (1) year and returns to work may return to work in the former classification and seniority. Employees who are displaced by such returning employee shall not be subject to the time limits for returning to former classifications as set forth in ARTICLE VI, Section 3.

5. An employee's appointment or election to conduct Union business shall be deemed good and sufficient reason for obtaining a leave of absence. Such employee shall be given, upon written notice from the Union to the Company, a leave of

absence not to exceed one (1) year, which shall be extended yearly thereafter on request; provided the employees shall be continuously conducting Union business. Not more than three employees shall be given leaves of absence under this section from any one plant, unless authorized by the Company.

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

ARTICLE VIII

MEN IN ARMED FORCES

Employees who have been in the armed forces shall be entitled to return to their former positions or a position of like seniority, status, and pay. Seniority shall be subject and subordinate to the provisions of Section 308 of the Selective Service and Training Act. Application for such re-employment shall be made within six (6) months of discharge or within such longer period as good cause may warrant. In all other respects, such re-employment shall be subject and subordinate to and in accordance with Section 308 above referred to.

ARTICLE IX

NO STRIKE, NO LOCKOUT

1. The Union agrees that during the life of this Agreement, there shall be no strikes, slow-downs, or other interruptions of work.

2. The Company agrees that there will be no lock-out

during the life of this Agreement.

3. It is understood that all disputes and grievances hereunder shall be settled under the Grievance Procedure set forth herein.

4. A strike or lockout during the term of this Agreement shall be deemed a breach thereof and either Party may seek such legal relief as may be available to it without first invoking the grievance or arbitration procedure herein set forth.

5. An employee's refusal to cross or work behind a legitimate, bona fide, primary picket line sanctioned by the International office of United Food and Commercial Workers, AFL-CIO and CLC, shall not be deemed a violation of this Agreement. The Union shall not command, order or direct employees to exercise their rights under the foregoing clause but shall have the right to advise employees whether the strike or picket line is sanctioned, as to the facts of the particular labor dispute, and as to the employee's rights under the foregoing clause. Neither shall the employer command, order or direct employees to refuse to exercise their rights under the foregoing clause. Each individual employee shall have the right to make his free choice to cross or not to cross any sanctioned picket line as defined above.

ARTICLE X

RIGHT OF MANAGEMENT

1. The Company shall have the right to direct the

working force, to direct the accomplishment of any work of the plant.

2. Employees shall comply with all lawful rules and orders of the Company not inconsistent with this Agreement, and agree to work for the Company in the capacity retained.

3. Company shall have the right to discharge any employee for just cause.

4. An employee's refusal to cross or work behind a legitimate, bona fide, primary picket line sanctioned by the International office of United Food and Commercial Workers, AFL-CIO and CLC, shall not constitute just cause for discharge under this Article. The Union shall not command, order or direct employees to exercise their rights under this clause but shall have the right to advise employees whether the strike or picket line is sanctioned as to the facts of the particular labor dispute, and as to the employee's rights under this clause. Neither shall the employer command, order or direct employees to refuse to exercise their rights under the foregoing clause. Each individual employee shall have the right to make his free choice to cross or not to cross any sanctioned picket line as defined above.

ARTICLE XI

SAFETY

1. The Company shall abide by any and all Federal, State or local laws or regulations relative to sanitation and health in the maintenance and operation of its plants. The

Company shall maintain the equipment in good working condition. Failure to comply with any such law, ordinance, regulation, or maintenance of equipment shall not be deemed a breach of this Contract until the same has been called to the attention of the Company and such breach has not been remedied within a reasonable time thereafter.

2. No employee shall be required to work where hazardous or unsafe conditions prevail.

ARTICLE XII

WORKING CONDITIONS

1. There shall be a time piece placed in a conspicuous place on each plant.

2. The Company shall make available for the Union's use a bulletin board on each plant. Said bulletin board shall be used by the Union exclusively for the purpose of posting notices of official Union business.

3. The Company shall make readily available to the employees each day or show on time cards, the number of hours worked (including stand-by time or call time) and in case of piece-rate workers, the number of units (including premiums and types of units) for the previous day's operations.

4. The Company will post each night the work time or the time when employees should phone in the next day to be given their work time, which shall not be sooner than one and one-half hours after the posted phone-in time. When the employee phones in as herein provided, the Company shall tell the employee

whether or not the employee will work that day. If the employee is told he will work that day the employee shall be guaranteed the call time as set forth in this Agreement. The employee may be required to call back to receive the actual time to report to work.

5. Foreman, office personnel, or the superintendent shall not perform any work normally done by the crew except in cases of emergency. The job of operator may be performed by the foreman on a small plant which has in the past combined the two operations, or by mutual agreement between the Company and the Union. The job of operating truck scales may be done by office personnel or members of the unit, and, when performed by members of the unit, such members shall be paid the combination rate as herein provided.

6. Employees whose work is such that it has been the custom to necessitate the use of special equipment shall be furnished with such equipment, free of charge, and it shall be returned to the Company at the termination of employment, in good condition, reasonable wear and tear excepted.

7. The Union shall hold its members to satisfactory work to the limit of reasonable possibility. Employees who are responsible for the loading function of produce in carriers for transportation to market shall be responsible for the correct count of the number of containers loaded.

8. No employee, except as provided in the following paragraph shall be required to work in excess of four and one-

half (4-1/2) hours consecutively without a meal period of one (1) straight hour, unless agreed upon otherwise by the Company and employees.

9. Employees and the Company may by mutual consent agree to staggered half hour meal periods during the peak of the season; however, the straight-time will be paid during these periods.

10. In order to provide two (2) consecutive hours for employees to vote on State and Federal election days, the Company shall call its crew at 9:00 a.m., or anytime thereafter, or shall release its crew between the hours of 5:00 p.m. and 7:00 p.m.

11. Any employees under this Agreement who may engage in maintenance, repair, or moving operations, shall be paid at the wage for his regular classification of work.

12. The set-off men shall not be required to pull the tubes, connect or disconnect chains, drawbars or cables. The set-off men shall not be required to stack pallets over three (3) high, except when a mechanical conveyor is used in connection therewith.

13. Piece-rate workers shall be paid at the hourly rate for stand-by after fifteen (15) continuous minutes of stand-by. There shall not be more than one (1) such stand-by period without pay in any one shift. Any stand-by period of less than one (1) hour which concludes the shift shall be fully paid for. If the stand-by period is for one (1) hour or more,

the first fifteen (15) minutes may be the free stand-by period.

14. The Company will provide personnel to set up cars and trucks and to assist on the loading dock where the volume of the production makes it practical. In any case, when the normal flow of production is 900 cartons or more per hour over a belt, Company will provide the necessary personnel to set up skids and to assist on turns in rail cars when needed. Such personnel will remain on the loading dock when loading work is being performed.

15. There shall be no split shifts.

16. The Company shall not change a time card, manifest sheet or other record of employment without reasonable notice to the employee.

17. The Company will post signs to make driving areas off limits to unauthorized persons. Employees will cooperate to discourage all unauthorized persons from visiting the plant.

18. The Company shall provide a cover on all truck loading docks, set-off areas, and operator instrument panel areas and shall provide cover on other loading areas where economically feasible. Such covers on truck docks which were not previously required shall be provided for the 1980 processing year.

19. Employees within the bargaining unit shall perform all work in connection with handling of iceberg lettuce received at the plant. This Section shall not apply to such lettuce cooled in bulk or cooled in the transportation con-

tainer.

A. The Company will assign a regular loading crew to load all carriers if the amount to be loaded exceeds 400 cartons of lettuce per day except as hereinafter provided.

B. Where no regular loading crew is available at the plant, other employees within the bargaining unit may load up to 400 cartons of lettuce per day without assignment of a regular loading crew, except as hereinafter provided.

C. The employees other than the regular loading crew, who load cartons of lettuce shall be paid the straight-time piece loading rate (including premiums and super premiums, the straight-time set-off piece rate and the straight-time push-back rate) for flat-pack cartons of lettuce divided between said employees.

D. If the Company loads more than 400 cartons of lettuce per day by employees other than the regular loading crew which would have loaded said cartons shall be paid at their regular straight-time piece rate for all such cartons of lettuce so loaded; unless the loading crew which would have loaded the cartons of lettuce in excess of the 400, waives their rights to do so (with the consent of the Company) then the payments provided for herein to such loading crew shall be waived.

E. When the regular loading crew elects to exercise the option set forth in Exhibit A and loads a carrier with less cartons than requested by the Company and employees on the plant other than a regular loading crew agree to complete

the order, the Company will pay the regular loading crew exercising the option, the straight-time piece rate of pay for all cartons of lettuce added to the load. The employee or employees who load such cartons shall be paid in accordance with paragraph C above in lieu of hourly rates of pay.

20. The Company shall provide water hoses on all loading docks.

21. There shall be an equal number of set-off men and loaders on a loading crew, not to exceed two (2) loaders and two (2) set-off men per loading belt, except by mutual agreement between the Company and such employees to the contrary. When the loading crew is established for the day, the number thereof shall not be changed in such day except by mutual agreement between the Company and such employees.

22. The Company shall provide each employee with a written memorandum each week indicating the computation of such employee's compensation. A time card providing such information may be used for this purpose.

23. Each Company who operates in the State of Arizona shall make application for coverage under applicable State and Federal unemployment insurance laws.

ARTICLE XIII

HOURS AND OVERTIME

1. All work in excess of eight (8) straight-time hours in any day, or forty (40) straight-time hours in any work-week, shall be paid at the overtime rate. Overtime rate shall

be one and one-half (1-1/2) times the straight-time hourly rate.

2. Any employee who is ordered to report to work and there is less than four (4) hours work available for him upon reporting to work, shall be guaranteed four (4) hours pay, except that in the event of weather conditions or major breakdowns beyond the control of the Company, then not more than two (2) hours pay shall be guaranteed.

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

All hours paid to any employee by the Company by reason of ARTICLE XXI, HOLIDAYS, shall be counted as hours worked for purposes of computing health and welfare and pension qualifications; however, in no event shall paid vacation hours be deemed as so counting.

3. Where the volume of production allows, it is agreed that Company shall provide a minimum of thirty-five (35) hours work a week (Monday through Friday), unless the Company and employees agree to the contrary. Work on Saturdays and Sundays shall be available in accordance with seniority and such hours of work shall not be used to adjust crews to provide said thirty-five (35) hours of work. Crew size shall be constituted and adjusted toward this end. In the event a paid holiday falls in any work week, then the minimum hours set forth herein shall be reduced by eight (8) hours for each holiday.

4. Seniority or regular employees shall not be relieved until such employees have worked at least eight (8) hours in the shift, unless agreed to the contrary between the Company and the employees.

5. The Company agrees to pay its employees on a weekly basis.

6. All work performed on Sunday shall be paid at two (2) times the employee's straight-time hourly rate of pay.

ARTICLE XIV

FORKLIFT LOADING

The Company may initiate and place into operation, at its plant or plants, forklift loading-type of operation for loading containers of lettuce into carriers for transportation under the following general terms and conditions:

1. Job openings on the forklift loading crews shall be offered to members of the hand-loading crews in accordance with the employee's seniority established and maintained as a member of the hand-loading crew on the plant where the forklift operation is introduced. (i.e., the total time of continuously maintained seniority as a push-back, setoff, loader or setup man shall determine the order of right to employment on the forklift loading crew.)

2. Employees with two years' seniority from the date the forklift loading operation was instituted by the Company at the plant shall not be displaced due to the installation of forklift loading; however, employees may be required to move to

different classifications. Layoff due to lack of volume is not a displacement due to forklift loading under this section.

3. Unless otherwise agreed between the Company and the Union, a forklift loading crew shall consist of not less than three employees.

4. The per carton amount to be divided equally between the members of the forklift loading crew shall be \$6.25 per 100 cartons, based upon a crew of three (3) employees.

5. The duties of a forklift loading crew shall include the following:

A. Operating machine designed to depalletize produce where applicable.

B. Operating forklifts designed to load unitized containers in the carrier.

C. Operating forklifts designed to increase or decrease the number of containers in the unit to be loaded in a carrier where applicable.

D. Maintain manifest of loads.

E. Handloading and restacking cartons incidental to the forklift loading function.

F. Removing pallets from the immediate loading area where applicable.

G. Refueling and maintaining oil and water levels in forklifts.

H. Performing such other duties incidental to efficient loading of the product.

6. The forklift loading crew shall not be required to perform:

- A. Duties of plant clericals.
- B. Carton closing, plant clean-up, maintenance or repair of equipment.
- C. Any duties off the loading dock except placing of chocks under container wheels when necessary.
- D. Maintain records of temperatures or other quality control functions, excluding the placing of temperature recording devices.

7. It is understood that the job duties and limitations of the forklift loading crew set forth in Paragraphs 5 and 6 above shall not be unreasonably applied by the Company or employees.

8. The product to be forklift loaded shall be delivered to the loading dock by means other than use of the forklift loading crew.

9. Additional personnel assigned to assist on the forklift loading dock shall be paid the general floor help rate.

10. The Company may, at its discretion, assign more than three (3) employees to a forklift loading crew. In the event the forklift loading crew is increased above three (3) employees, the Company shall adjust the amount of cartons loaded per shift by the forklift loading crew to provide to each member of the forklift loading crew the approximate earnings applicable to the employee on a three-man forklift loading crew loading the

amount of cartons set forth in Paragraph 11 below. In no event shall the per carton cost to the Company exceed \$6.25 per one hundred cartons.

11. The Company shall make every reasonable effort to relieve each forklift loading crew after 7000 cartons (or the adjusted number of cartons on a crew of different size) per shift averaged over the work week. Saturday and Sunday work shall not be used to adjust the weekly average.

12. Whenever 7000 cartons have been loaded by a three-man forklift loading crew (or the adjusted number of cartons on a crew of different size) in eight (8) hours or less, all guarantees of standby time and call time shall have been satisfied, except where the Company starts a forklift loading crew working prior to the assigned call-in time for such day. When a forklift loading crew is called to work prior to the set call time for that day, the standby provision described in this Agreement for handloading crews shall be in effect up to 1-1/2 hours after the set call time for that day.

13. Members of forklift loading crews who are released with less than 7000 cartons (or the adjusted number of cartons on a crew of different size) other than as provided in Paragraph 11 above in averaging cartons, shall on a daily basis be paid standby time and call time on the basis described in this Agreement for handloading crews.

14. For purposes of qualifying for health and accident insurance and contributions to the pension trust, 7000 car-

tons (or the adjusted number of cartons on a crew of different size) are loaded by a three (3) man forklift loading crew (or adjusted crew), the Company shall contribute to the pension trust and recognize as hours for qualifying for insurance that fraction of 8 hours that the cartons loaded bears to 7000 cartons (or the adjusted number of cartons on a crew of different size).

15. Handloading of 80 cartons or less in connection with loading any carrier is included in the regular rate of pay as provided in this Agreement and is included in the duties of forklift loading crew. The Company shall pay an additional amount over and above the forklift loading rate for each carton over 80 loaded by hand in connection with loading any carrier on the basis of double the regular handloading rate, excluding all premiums.

16. An employee working on the handloading crews whose seniority would entitle him to transfer to the forklift loading crew at the time it is first constituted or thereafter, but who elects to remain on the handloading crews, shall not forfeit his right, subject to the limitations in this paragraph, to transfer to the forklift loading crew. At the time such employee elects to transfer to the forklift loading crew, such employee shall be given a position on the forklift loading crew, in accordance with his seniority established and maintained as a member of the handloading crew. All provisions of ARTICLE VI - SENIORITY, shall apply to positions and classifications on the

forklift loading crew.

17. Employees who assert their right to work on forklift loading crews may be required to call in more than once to ascertain starting times. Employees may be required to standby if ordered to report and, upon reporting, the forklift loading crew being relieved has not completed loading the 7000 cartons loaded by a three-man loading crew (or the adjusted number of cartons on a crew of different size).

18. Forklift loading has reduced the number of hours of work formerly available to members of the handloading crew on an overall basis. The number of people eliminated due to forklift loading by each Company, if any, may vary from company to company. Any company who introduces forklift loading shall meet with the Union to review appropriate records to determine the number of certifications, if any, to be given to the Trustees of the Western Growers Pension Trust, as set forth in ARTICLE XIX of this Agreement. The certifications shall be granted to members of the handloading crew and on the basis of seniority.

ARTICLE XV

COMBINATION JOBS

Where a crew of limited size is employed and employees are required to perform a combination of jobs, wage rates for an employee doing a combination job shall be determined by mutual agreement between Union and Company. An individual employed in combination job shall be promptly advised by Union and Company as to any agreement concerning wage rates for such job. A

"combination job" is one that would ordinarily have two (2) men performing jobs simultaneously. It does not apply to performance of two (2) or more separate jobs at separate times.

ARTICLE XVI

WAGES

The wages to be paid in the plant or plants covered by this Agreement shall be set forth in Exhibit 1 hereto attached. Rates of pay more favorable to employees than those set forth in Exhibit 1 shall remain in full force and effect.

ARTICLE XVII

VACATIONS

(a) Salinas-Watsonville Area

(1) A seniority employee who works not less than 70% of the total number of days of production (days on which vacuum cooling of lettuce is performed), computed as set forth in Section (c) below, during the full processing year at a plant location shall be eligible to receive a full vacation payment (40 times his straight-time hourly or standby rate of pay for an employee qualifying for his first vacation payment at a plant location and 80 times his straight-time hourly or standby rate of pay for an employee who thereafter qualifies for a vacation payment at the same plant location).

(2) A seniority employee who works less than 70% of the total number of days of production (days on which vacuum cooling of lettuce is performed), computed as set forth in Section (c) below, during the full processing year at a plant loca-

tion shall be eligible to receive a pro-rated vacation payment based on the percentage that the number of days worked by the employee bears to the total number of days of production, computed as set forth in Section (d), that is the resultant percentage of 40 times his straight-time hourly or standby rate of pay for an employee who thereafter qualifies for a vacation payment at the same plant location.

(b) Other Areas

(1) A seniority employee shall be eligible to receive a prorated vacation payment based on the percentage that the number of days worked by the employee, computed as set forth in Section (d) below, bears to 120 days (that is, the resultant percentage of 40 times his straight-time hourly or standby rate of pay for an employee qualifying for his first vacation payment at a plant location and 80 times his straight-time hourly or standby rate of pay for an employee who thereafter qualifies for a vacation payment at the same plant location).

(c) In computing the percentage of total days of production worked for the purpose of qualification under (a) (1), the days of production to be taken into account for both employee and the Company shall not exceed five (5) in any work week.

(d) For the purpose of determining the amount of vacation pay after qualification for a vacation, all days of work of an employee shall be counted under Section (a) (2) and (b) (1), and under Section (a) (2) all actual days of production

on which vacuum cooling of lettuce is performed shall be counted.

(e) A "processing year" consists of any consecutive twelve (12) months' period commencing with the first day of production in a calendar year.

(f) No employee who has been or shall be discharged or who has or shall have voluntarily terminated his employment with the Company shall be entitled to a vacation hereunder.

(g) All vacation periods may be scheduled during the processing year. The exact period shall be arranged by mutual agreement between the Company and the employee. In the event scheduling of such vacation cannot be mutually agreed upon, the Company shall pay at the end of the processing year to the employee, in lieu of vacation pay, an amount equal to the amount of vacation pay.

(h) Vacation pay shall be paid at the close of the production period for the processing year in which employee becomes entitled thereto. Employees who qualify for a full vacation will be paid by check along with the last pay check when laid off for the season. Employees who qualify for a pro-rated vacation will be paid by check within fourteen (14) working days of termination of work by the Company for the season.

ARTICLE XVIII

LIFE, HEALTH AND WELFARE

Each Company shall provide life, health and welfare insurance during the term of this Agreement providing benefits,

terms and conditions not less favorable to the employee than the coverage presently provided by the Western Growers Assurance Trust Fund, Plan XIX increased to provide:

(a) Increase RVS conversion factor under basic medical benefit to \$15.00 with the balance of reasonable and customary to be covered under Major Medical benefits.

(b) Increase RVS conversion factor \$15.00 for anes-
thetics under basic medical benefit with the balance of reason-
able and customary to be covered under Major Medical benefits.

(c) 90% of reasonable and customary charges for pre-
ventative and restorative dental care.

(d) Increase the life insurance benefit to \$15,000.

(e) Increase the waiver of premium on disability to
six months.

(f) Such increases in benefits to be effective June
1, 1980, or as soon thereafter as is possible. All benefits to
be coordinated.

An employee is eligible if he has worked forty (40)
hours for the Company in the preceding month.

After termination of employment for the season, the
employee may pay his own insurance premium, at the group rate,
for a period not to exceed eleven (11) consecutive months. The
first payment or premium by the employee must be paid by the
10th day of the first month following termination of employment
for the season, unless the premium for that month has been paid
by the Employer, in which case the first payment of premium by

the employee must be made by the 10th of the next consecutive month. Thereafter, each payment must be made consecutively by the 10th of the month, provided the Employer is not obligated to pay insurance for that month. The Employer has the option to pay the premium for either life insurance only or the complete coverage including life, this option to be made by the employee at the start of the period of self payment of premium and is binding for that period. Such insurance premium may be paid to either (1) Western Growers Assurance Trust Fund, (2) California-Arizona Growers Trust Fund, or (3) such other Trust Fund which may be mutually agreed upon between the Company and the Union.

Any employee who retires from the vacuum cooling industry and was covered under the terms and conditions of this Agreement, who is not self-employed or employed by any other person, firm, corporation or company and who is receiving retirement benefits from the Western Growers Pension Plan shall be entitled during the life of this Agreement to pay his own insurance premiums at the then current group rate. The Company shall have no responsibility for the payment of any such premiums.

ARTICLE XIX

PENSION

Company shall maintain in effect during the term of this Agreement the Western Growers Pension Plan with benefits now in effect, or a Plan which is in every way comparable and shall make the required payments; provided, however, said Pen-

sion Plan shall be amended to provide the following benefits:

(a) Commencing January 1, 1981, benefits shall be increased from \$32.00 to \$36.00 per month for each year of credited service.

(b) Commencing January 1, 1982, benefits shall be increased from \$36.00 to \$40.00 per month for each year of credited service.

(c) A death benefit prior to eligibility for early retirement payable to a spouse with a value equal to the greater of one-half of the actuarial value of the accrued pension or 30% of accumulated contributions; provided that if there is no surviving spouse, minor children, if any, shall be entitled to a death benefit with a value equal to 30% of accumulated contributions.

(d) The actuary will determine the required payment per hour per eligible employee necessary to fund the Pension Plan with benefits as modified above. The amount so determined shall be paid on all hours worked for the Company by employees covered by this Agreement.

ARTICLE XX

SEVERANCE BENEFIT

An employee who has maintained his seniority for at least three (3) years with the Company and the Company certifies that such employee's employment has been eliminated by reason of a change in operations due to mechanization shall be entitled to an adjustment in the normal age of retirement (65), as follows:

1. The employee must have worked in the year for which certification was issued or in any subsequent year, 50% or less of the average number of hours worked in the industry by said employees during the three (3) previous calendar years to the year of certification.

2. The employee must have ten (10) years of vesting service in the WGA Pension Trust at the time his certification is issued.

3. The employee must have five thousand (5,000) future service hours in the WGA Pension Trust at the time certification is issued.

4. The employee's normal retirement age (65) shall be reduced by one (1) month for each one hundred fifty (150) hours of future benefit service in the WGA Pension Trust as of the time the certification is issued.

5. An employee who qualifies for this benefit shall have his reduction in his normal retirement age reduced by one (1) year for each year in which he accrues future service hours ~~(subsequent to the date his certificate is issued equal)~~ to 75% or more of the hours set forth in 1. above.

6. If an employee is receiving benefits under provisions, he will lose one (1) month of pension payment for each month he works after the commencement of benefit payments.

7. In any event, the employee's normal retirement age (65) shall not be reduced before age 55 by reason of this Article.

8. The actuary will determine the required payment per hour per eligible employee necessary to fund the Pension Plan with benefits as modified above. The amount so determined shall be paid on all hours worked for the Company by employees covered by the Agreement.

ARTICLE XXI

HOLIDAYS

1. All work done on January 1st, February 12, 3rd Monday in February, 4th Monday in May, July 4th, Labor Day, 4th Monday in October, Thanksgiving Day, and December 25, or such other day as may be proclaimed a holiday in its stead (or if any such day shall fall on Sunday, the following Monday, if Monday is observed as a holiday) shall be paid at time and one-half straight-time rate of pay.

2. In event a holiday falls within the work week, then not more than thirty-two (32) hours shall be worked at straight-time, after which overtime begins. All work done on Sundays shall be at the overtime rate.

3. Regular and seniority employees for the Company shall be allowed eight (8) hours straight-time hourly rate of pay for Christmas Day, New Year's Day, Memorial Day, July 4th, Labor Day and Thanksgiving, when no work is performed. When work is performed on such day, said holiday pay is in addition to any other pay provided in this section. To qualify for such paid holidays, a seniority employee must work on his last regularly scheduled work-day before the holiday; on his next regu-

larly scheduled work-day after the holiday, and this must be within five (5) days before the holiday and five (5) days after the holiday. A regular employee for purposes of this Article is one who has worked five (5) consecutive working days before the holiday.

ARTICLE XXII

FUNERAL LEAVE

A seniority employee shall be granted, upon request, a funeral leave for a period of up to three (3) days to arrange for or attend the funeral of such employee's spouse, children, mother, father, brother, sister, mother-in-law, or father-in-law, grandparents or grandchildren. The Company agrees to pay the employee's straight-time hourly rate for any time lost during any of the days up to a maximum of eight (8) hours for each such day. Any hours paid under this provision shall not be considered as hours worked for any other provision of this Agreement.

ARTICLE XXIII

JURY DUTY

Seniority employees shall be granted a leave of absence for a period not to exceed three (3) days to serve on a jury. When an employee is first notified of a call for jury duty, he shall immediately inform the Company, in writing, of such notification. The Company agrees to pay the employee's straight-time hourly rate for any scheduled time lost during any of the days the employee serves on a jury, less any amount

received from the County for jury duty service. Jury duty leave is for scheduled days of work only and is limited to the time necessary to complete jury duty obligations, except where reporting for duty or return to duty at the plant would provide work of two (2) hours or less.

ARTICLE XXIV

CHECK OFF OF UNION DUES AND INITIATION FEES

1. When executed voluntarily by an employee, the Company shall honor wage assignments authorizing the withholding by the Company from such employee's pay of the regular initiation fees and periodic dues paid by members of the "Union".

2. Such wage assignments shall be on forms approved by the Company. Wage assignments shall be for one (1) year, or for the length of the contract term, whichever occurs sooner, except that for operations of a Company in the State of Arizona such assignments shall be revocable by the employee upon thirty (30) days written notice to the Company and the Union. Payroll deductions shall be made from the next pay check following submission of the wage assignment by the business agent to the Company at its main office and from the first pay period in each month thereafter. If the employee is discharged or quits prior to his regular pay day, deductions are to be made when that employee receives his final check.

3. The employer will make out a check covering the total amount of dues and initiation fees deducted, together with a list of employees from whom the dues and initiation fees were

deducted, and the amount deducted from each employee. The check and list are to be mailed to the Union at its last address given the Company. The Union will be responsible for all refunds to an employee. Under no circumstances should the employer return any money deducted under a signed written assignment to an employee.

ARTICLE XXV

SUBCONTRACTING

The Company shall not permit any work covered by the terms of this Agreement to be performed on the plant by any person who is not a member of the bargaining unit except as otherwise established by past practices.

The Company may use subcontractors to do maintenance or repair work or where the performance of work is required under contract for leasing or installation of new machinery equipment or where work requires special licenses. No subcontracts now existing between the Company and third parties or renewals thereof shall be abridged by the terms of this Article.

ARTICLE XXVI

SUCCESSOR

This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns. In the event of a sale, lease, or other transfer of all or substantially all of the assets of the business and ownership of the Company, the Company shall require as a condition of such transaction that the transferee be bound by the terms and conditions

of this Agreement. The transfer of equipment for use at another plant shall not be subject to this provisions.

Compliance with this provision relieves the transferor from any further legal or contractual obligations in connection with the sale, lease or transfer and the Union waives any further rights to bargain over effects of such sale, lease or transfer.

ARTICLE XXVII

DURATION OF AGREEMENT

This Agreement shall be effective as of April 1, 1980. It shall remain in effect until April 1, 1983, and shall thereafter be automatically renewed from year to year, except as hereinafter set forth:

(a) On or before February first of any year after 1982, either party may give to the other party a written notice of termination, whereupon this Agreement shall terminate upon the following April first.

(b) On or before February first of any year after 1982, either party may give to the other party a written notice or request for modification or alteration of or amendment to this Agreement. When such notice is given, the party giving the same shall specify therein the particular modification or alteration or amendment to the Contract desired. After such notice is given, it is the duty of the parties, within fifteen (15) days thereafter, to commence to bargain for the purpose of agreeing upon such modification, alteration or amendment. If

this form of notice is given, this Agreement shall remain in effect for one (1) additional year, subject to whatever changes are agreed to by the parties.

(c) The notices provided in (a) and (b) above may be given by either party to this Agreement or by the duly authorized representative of either of the parties:

UNION:

FRESH FRUIT AND VEGETABLE WORKERS
LOCAL P-78-A and LOCAL 78-B,
UNITED FOOD AND COMMERCIAL
WORKERS, AFL-CIO AND CLC

EMPLOYER:

APPENDIX A

IN WITNESS WHEREOF, the parties have duly executed
this Agreement as of the 1st day of April, 1980.

COMPANIES LISTED ON APPENDIX A

UNITED FOOD AND COMMERCIAL
WORKERS, AFL-CIO AND CLC
and its Locals
P-78-A and 78-B

BY

Andrew Church
ANDREW CHURCH

BY

R. Thornton
RICHARD THORNTON

BY

Jerry Breshears
JERRY BRESHEARS

BY

Ed Maples
ED MAPLES

BY

Don Mayfield
DON MAYFIELD

PARTIES SIGNATORY TO THIS AGREEMENT:

WEST COAST PRECOOLING	Watsonville, California
SUN HARVEST, INC.	Salinas, Huron and El Centro, California and Wellton, Arizona
GROWERS VACUUM COOL CO.	Salinas, California
SHIPPERS DEVELOPMENT CO.	Salinas, California
THE UNION ICE COMPANY	Salinas and Huron, California and Yuma, Arizona
GROWERS SERVICE & EQUIPMENT CO.	Main Plant No. 1, Yuma, Arizona Plant No. 2, Malone, Arizona Plant No. 3, Wellton, Arizona
SHIPPERS SERVICE CO.	El Centro, California
CITY PRODUCTS COMPANY	Phoenix, Arizona

W A G E S C A L E

RATES OF PAY

	<u>Effective</u> <u>4-1-80</u>	<u>Effective</u> <u>4-1-81</u>	<u>Effective</u> <u>4-1-82</u>
Forklift & Bug Driver	10.285 per hr.	11.285 per hr.	12.285 per hr.
Multiple Forklift (5 pallet and 10 pallet)	10.835 per hr.	11.835 per hr.	12.835 per hr.
Receiver	10.285 per hr.	11.285 per hr.	12.285 per hr.
Combination Receiver & Forklift (An employee who works as combination Receiver and Forklift for two hours or more during a shift shall receive for entire shift)	10.635 per hr.	11.635 per hr.	12.635 per hr.
Combination Receiver & multiple Forklift	11.185 per hr.	12.185 per hr.	13.185 per hr.
Floor Help	10.135 per hr.	11.135 per hr.	12.135 per hr.
Dock Help	10.385 per hr.	11.385 per hr.	12.385 per hr.
Plant Clerical I	10.635 per hr.	11.635 per hr.	12.635 per hr.
Plant Clerical II (number runner)	10.35 per hr.	11.35 per hr.	12.35 per hr.
Plant Clerical III	10.135 per hr.	11.135 per hr.	12.135 per hr.
Pushback	1.085 per 100	1.145 per 100	1.205 per 100
Pushback (one-half crew)	2.17 per 100	2.29 per 100	2.41 per 100
Pushback (wax treated lettuce cartons)	1.185 per 100	1.245 per 100	1.305 per 100
Operator (when member of the unit)	11.33 per hr.	12.33 per hr.	13.33 per hr.
*Carloaders--			
Standard (#7306)	2.25 per 100	2.37 per 100	2.49 per 100
Flat pack Cartons (#8540)	2.33 per 100	2.45 per 100	2.57 per 100

RATE OF PAY

Valu-Pack Celery Carton (#45-14-08)	2.43	per 100	2.55	per 100	2.67	per 100
Wirebound Containers (410-M) Wax treated lettuce Cartons; Cab- bage Cartons (#7307); Sturdee for Celery; Jumbo Deep wrapped lettuce Cartons 24 x 12-1/2 x 17-3/4	2.53	per 100	2.65	per 100	2.77	per 100
WGA Crates	3.25	per 100	3.37	per 100	3.49	per 100
*Set-Off Men --						
Standard (#7306)	2.25	per 100	2.37	per 100	2.49	per 100
Flat pack Cartons (#8540)	2.33	per 100	2.45	per 100	2.57	per 100
Valu-Pack Celery Carton	2.43	per 100	2.55	per 100	2.67	per 100
Wirebound Container (410-M) Wax Treat- ed Lettuce Cartons; Cabbage Cartons (#7307); Sturdee for Celery; Jumbo Deep wrapped lettuce Cartons 24 x 12-1/2 x 17-3/4	2.53	per 100	2.65	per 100	2.77	per 100
WGA Crates	2.54	per 100	2.66	per 100	2.78	per 100
Standby Pay:						
Car Loader	11.195	per hr.	12.195	per hr.	13.195	per hr.
Set-Off Man	11.195	per hr.	12.195	per hr.	13.195	per hr.
Pushback	10.475	per hr.	11.475	per hr.	12.475	per hr.

All unclassified work performed at the plant shall be at the general floor help rate, unless otherwise negotiated.

Operation of Truck Scales:

Any unit employee who is directed to operate the truck scales shall receive 35 cents per hour in addition to his regular rate when he calculates the weights per carton. Any unit employee who is directed to operate the truck scale shall receive 10 cents per hour in addition to his regular rate when he determines only the total weight of the load.

*Rates for tie-in and crisscross loads for loaders and set-off men and limitations on and premiums for height of load and number of containers in the car or truck are as set forth on the following pages of this Exhibit.

*Effective April 1, 1977, the wage rate for all unloads will be one and one-half the loader rate per hundred (including premiums and super premiums) for piece-work employees or the hourly rate for the hourly employees--whichever is the greater for that classification.

*Any employee who is required by the Company to go in and out of a cold room for storage of produce shall receive 20 cents per hour in addition to the hourly wage for forklift provided herein for all hours worked in the day such work is performed. Any employee who is required by the Company to work substantially full time in a cold room for storage of produce shall receive 40 cents per hour in addition to the hourly wage for forklift provided herein for all hours worked in the day such work is performed.

Any piece rate employee who is required by the Company to work in a cold room for storage of produce shall receive 5 cents per hundred in addition to the piece rates for such piece rate employee provided herein for all cartons handled in the cold room.

A multiple forklift operator is an employee who is required by the Company to operate a 5 pallet or 10 pallet forklift (or when a multiple forklift is being used to unload field lettuce trucks and to set up dollies for vacuum tubes).

Each plant shall define the plant clericals on each vacuum cooling plant operated by the Company and the job classifications and applicable wage rates, which shall be reduced to writing; however, no wage rate for a plant clerical shall be below the rate for general floor help. Plant clerical employees shall not be assigned to perform normal production or maintenance work. On plants of limited size, the foreman or other supervisor shall be permitted to perform the duties of Plant Clerical I; however, the Company cannot have work performed by the foreman where it has more than one foreman or supervisor on duty during the same shift responsible for the plant clerical functions, except in cases of emergency.

When 50% or more of the cartons of lettuce to be set off on the belt in an order are on the pallet three (3) high on edge, the set-offs shall receive time and one-quarter their piece rate of pay for all cartons in the order. The Company acknowledges that the work of the set-off men is increased when cartons of lettuce are set on the belt

from pallets stacked higher than four (4) high on edge. It is, therefore, agreed that in the event that there is a significant increase in the number of cartons of lettuce pallets set off from pallets stacked above four (4) high on edge, the Company and the Union will bargain on the rate for such increased work.

If the rate cannot be mutually agreed upon, the issue shall be presented to arbitration.

LOAD HEIGHT LIMITATIONS: EXCEPT BY AGREEMENT:

Flat pack cartons of lettuce will be loaded seven (7) flat or four (4) on edge and one (1) flat in all carriers. Flat pack cartons of lettuce will not be loaded higher than seven (7) flat or four (4) on edge and one (1) flat in any carrier except by mutual agreement between the Company and the employees who load such higher loads.

PREMIUM PAY--CONVENTIONAL LOADS--NAKED PACK LETTUCE CARTONS: 7th LAYER

A premium of 4 cents per naked flat pack cartons of lettuce loaded in a conventional load will be paid for each carton of lettuce in the seventh layer in all carriers, plus all cartons gained by turning cartons down the side in all trucks.

PREMIUM PAY--CONVENTIONAL LOADS--NAKED PACK LETTUCE CARTONS: 8th LAYER

A premium of 8 cents per naked flat pack cartons of lettuce loaded in a conventional load will be paid for each carton of lettuce in the eighth layer in all carriers.

LOAD CAPACITY:

No flat pack cartons of lettuce will be loaded in excess of:

1250 cartons in a PFE 450,000 series mechanical refrigerated rail car or rail car of equivalent size.

1064 cartons in a PFE 300,000 series mechanical refrigerated rail car or rail car of equivalent size.

840 cartons in a PFE 100,000 series mechanical refrigerated rail car or rail car of equivalent size.

WRAP PACK CARTONS OF LETTUCE:

Premiums for wrap packed lettuce shall be:

Carton 85-30: 4 cents per carton loaded in the fifth layer, all layers on edge. 8 cents per carton above the fifth layer.

Carton 85-40: 4 cents per carton loaded in the fifth layer if flat on top of 4 layers on edge. 8 cents per carton for the fifth layer if on edge on top of 4 layers on edge. 8 cents per carton for layers above the fifth layer.

Carton 85-65: 4 cents per carton loaded in the fourth layer flat on top of three (3) layers on edge, 8 cents per carton for the fourth layer if on edge on top of three (3) layers on edge and 8 cents per carton for layers above the fourth layer.

These loading patterns and premiums apply in all carriers. New or different carton sizes will carry the premium established for equivalent sizes.

Loading of smaller cartons of the dimensions presently in use to a height of five (5) standard #73-13 cartons on edge plus one (1) flat will be deemed to be equivalent to a height of four (4) naked pack lettuce cartons on edge plus two (2) flat.

A premium of 4 cents per carton will be paid to car loaders for wrap lettuce cartons other than #85-30, #85-40, #85-65 when loaded above the height specified in the preceding paragraph or when loaded in excess of:

- (1) 1,325 cartons loaded in a 450,000 series car.
- (2) 1,100 cartons loaded in a 300,000 series car.
- (3) 870 cartons loaded in a 100,000 series car.
- (4) 40 cartons per tier in all trucks.

Premium for a given load shall be paid on whichever of the above methods of determining premium results in the higher amount of premium, but only one (1) premium shall be paid for any one (1) carton.

*TIE-IN AND CRISSCROSS LOADS:

The rate of pay for loaders who load any kind of carton in a tie-in pattern will be 21 cents per 100 cartons, for all cartons loaded in such load, in addition to the basic loading rate.

If loaders are required to put down pull sheets, they will receive an additional 10 cents per 100 cartons, for all cartons loaded in such load.

The rate of pay for loaders who load any kind of carton in a crisscross pattern will be 10 cents per 100 cartons, for all cartons loaded, in addition to the basic loading rate.

Tie-in and crisscross load patterns will be as directed by Company, it being understood that Company will adopt more or less limited standard patterns for such loads. It is further understood that Company will not direct the loading of flat pack No. 8540 in the tie-in pattern on edge.

The rate of pay for set-off men when setting off cartons which are being loaded in tie-in or crisscross loads will be 10 cents per 100 cartons in addition to the basic set-off rate.

PREMIUM PAY FOR TIE-IN AND CRISSCROSS LOADS:

(A) Premium pay for loaders loading tie-in or crisscross loads will be at the rate of 3 cents per carton for all cartons loaded in excess of:

Flat Naked Pack Lettuce Cartons

- (1) 1,000 cartons loaded in a 450,000 series car.
- (2) 880 cartons loaded in a 300,000 series car.
- (3) 680 cartons loaded in a 100,000 series car.
- (4) 35 cartons per tier in all trucks.

Wrap Pack Lettuce Cartons

- (1) 1,325 cartons loaded in a 450,000 series car.
- (2) 1,100 cartons loaded in a 300,000 series car.
- (3) 870 cartons loaded in a 100,000 series car.
- (4) 40 cartons per tier in all trucks.

(B) If tie-in or crisscross loads are loaded above the heights hereinafter set forth, a premium of 3 cents per carton will be paid to loaders for all cartons loaded above such heights as follows:

<u>Naked Pack Lettuce Cartons</u>	<u>Tie-In</u>	<u>Crisscross</u>
Experimental No. 85-473	6 flat	7 flat
Flat No. 8540	6 flat	7 flat
<u>Wrap Pack Lettuce Cartons</u>	<u>Tie-In</u>	<u>Crisscross</u>
Imperial No. 85-40	4 on edge	4 on edge
Large No. 85-30	4 on edge	4 on edge
Standard No. 73-13	5 on edge	5 on edge
Small No. 80705	5 on edge	5 on edge
Gemini No. 85461	5 on edge	5 on edge

Premium for a given load shall be paid on whichever the above methods (A) or (B) of determining premium results in the higher premium but only one (1) premium shall be paid for any one (1) carton.

It is agreed that tie-in or crisscross loads shall not be made on edge with either the Experimental No. 85-473 or the Flat No. 8540 cartons.

It is further agreed that if a tie-in load is made seven (7) high flat with either the Experimental No. 85-473 carton or the Flat No. 8540 cartons, the seventh tier will be loaded in the same pattern as the sixth tier.

FORKLIFT LOADING

The Company may not install unitized or palletized forklift loading of lettuce received eight high from the field until the Company and the Union have bargained on the approximate piece and/or hourly rates applicable to the individuals performing the work and have resolved all issues of seniority resulting from such introduction. It is acknowledged that experimentation is not installation under this section; provided no seniority employees are laid off or the volume of palletized forklift loading of lettuce during a payroll period does not exceed 5% of the total volume of lettuce.

In the event the Company elects to install palletized forklift loading of lettuce prior to reaching agreement with the Union, ARTICLE IX shall not apply seven (7) days after receipt of notice from the Union.