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1980 - 1983

ARIZONA FIELD LABOR AGREEMENT

VUKASOVICH INC. - CAMPESINOS INDEPENDIENTES



ACUERDO LABORAL AGRICOLA DE ARIZONA

VUKASOVICH INC. - CAMPESINOS INDEPENDIENTES

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PARTIES

THIS Agreement is between VUKASOVICH, INC., hereinafter called "Company" and CAMPESINOS INDEPENDIENTES, hereinafter referred to as "Union".

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RECOGNITION

Pursuant to the laws of the State of Arizona made and provided in such instances, the Company does hereby recognize the Union as the sole labor organization representing the Company's permanent and temporary agricultural employees in Arizona as defined in the Agricultural Employment Relations Act of the State of Arizona.

The term "employee" or "worker" shall not include office and sales employees, security guards, nor supervisory employees who have the authority to hire, transfer, suspend, lay off, recall, promote, discharge, assign, rehire 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. The term "employee" or "worker" shall not include those individuals excluded from the definition of "agricultural employee" as set forth in A.R.S. Sec. 23-1382(1).

SENIORITY

All employees who perform work in job classifications which are by their nature not seasonal classifications and not connected directly with the harvest, picking, cutting, weeding, thinning, packing and loading of vegetable crops, will serve a three-month probationary period during which time the Company shall have the sole right to decide whether or not the Company will retain such employee. Such decision is subject only to the provisions of this Agreement entitled "Discrimination."

In the event an employee who performs work in job classifications which by nature are seasonal and connected directly with the harvest, picking, cutting, weeding, thinning, packing and loading of vegetable crops and works for the Company at least thirty (30) days within the preceding ninety (90) calendar days, he shall acquire seniority on the thirtieth (30th) day of work with the Company retroactive to the original date of hire.

However, an employee who performs work in job classifications involving the commodity of cantaloupes which by nature is seasonal and connected directly with the harvesting and picking of cantaloupes, and works for the Company in such job classification at least twenty (20) days within the preceding ninety (90) calendar days shall acquire seniority on the twentieth (20th) day of work with the Company retroactive to the original date of hire.

Seniority shall prevail in layoffs, recall and filling of job vacancies; provided, however, the employee is able to do the work. The Company shall have the right to determine any employee's ability to do the work, regardless of seniority, but such determination shall not be exercised arbitrarily. While there is no job classification seniority, the Company agrees not to change an employee's job classification arbitrarily.

Seniority shall be broken for the following reasons:

1. Voluntary quitting.
2. Discharge for cause.
3. When a layoff fails to report within two (2) working days after work is scheduled to commence, unless satisfactory reasons are given to the Company.
4. Layoff more than 12 months.
5. When the employee fails to return to work at the termination of a leave of absence or vacation.

Separate seniority lists shall be maintained for employees engaged in the harvest of lettuce and a separate seniority list shall be maintained for employees engaged in the harvest of cantaloupes. Employees engaged in the harvest of one of such commodities shall not be compelled to work in the harvest of the other commodity, in order to maintain their seniority.

Prior to the beginning of each harvest season, and within sixty (60) days following the conclusion of each harvest season,

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the Company shall provide the Union with current seniority lists showing the name of each employee, his job classification, his original date of hire, and his Social Security number.

Where more than one employee has the same original date of hire, the employee with the lower last four (4) digits in his Social Security number shall have the higher seniority.

All the functions, rights, powers and authority which the Company has not specifically modified by this Agreement are recognized by the Union as being retained by the Company, including, but not limited to, the exclusive right to direct the work force, the means and accomplishment of any work, the determination of size of crews or the number of employees and their classifications in any operation, the right to decide the nature of equipment, machinery, method, or process and to change or discontinue existing equipment, machinery, methods, or process, the right to determine the type, amount and extent of product to be processed, to subcontract any operations performed at or for the Company, to determine work week, work hours, vacation schedules, shift hours, to determine when overtime shall be worked and who shall do it, to determine performance levels and pace of work, to hire and discipline employees, to lay-off or reassign employees, the right to close, liquidate, combine or transfer any operation performed by the Company or any facility operated by the Company, or any part thereof, or to move or relocate any such operation or facility and the right to make all decisions which are necessary to the efficient and/or economical operation of its business.

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SUB-CONTRACTING

The parties agree that the employer may utilize labor contractors, custom harvesters, and/or sub-contractors in the Company's agricultural operations. The employees of those labor contractors, custom harvesters and sub-contractors shall not be considered within the bargaining unit for any reasons unless properly determined to be so by the AERB.

The employer's right to sub-contract shall not be utilized to bump or displace bargaining unit employees covered under this Agreement.

DISCRIMINATION

There shall be no discrimination in hiring or in conditions of employment based upon race, religion, color, age, sex, creed or national origin. It is agreed that this obligation includes, but is not limited to the following: hiring, placement, upgrading, transfer, or demotion, recruitment, advertising or solicitation for employment, or treatment during employment.

The Company shall provide bulletin boards in agreed upon places for the use of the Union in posting appropriate bulletins such as the following:

(a) Notices of Union elections.

(b) Notices of Union appointments and results of Union elections.

(c) Notices of Union meetings.

The posting of notices on subject matter other than the above listed must be cleared with the Company before being posted.

The Company shall keep full and accurate records, including total hours worked, piece rate or incentive records, total wages and total deductions. Workers shall be furnished a copy of the itemized deductions each payday. Upon request, the daily record of piece rate production for a crew shall be made available to any interested member of crew, and shall include the size of the crew and the name of each crew member.

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

Union dues or initiation fees, upon receipt by the Company of written authorization from any employee, shall be deducted from such employee's check and forwarded to the Union's office, Post Office Box 444, Somerton, Arizona, 85450, accompanied by a report which would include the names and Social Security numbers of the employees whose dues or initiation fees are being transmitted. Union dues or initiation fees deducted pursuant to this Agreement shall be forwarded with the report described to the Union prior to the twentieth (20th) day of the succeeding month.

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

VISITATION

Agents of the Union shall have the right to visit properties of the Company at all times and places, to conduct legitimate Union business; however, they shall not unduly interrupt operations.

The Company is herewith accorded permission to display the appropriate Camposinos Independientes label on all items of service or production produced by employees under the terms of this agreement. The execution of this agreement by the Union shall be deemed to be the written consent required by any applicable state or federal law.

Title to the Union label shall remain in the Union and the Camposinos Independientes and shall be subject to revocation by them, upon reasonable notice, in their sole discretion. In the event that the Union demands the return of such label, the Company agrees that the same shall be returned forthwith, or agrees that in the event any such label cannot be so returned, then on demand by the Union such label shall be completely obliterated.

The Company and the Union recognize the necessity for speedy resolution of valid grievances. Both parties agree to use their best efforts and cooperation in a joint effort to make the grievance procedure function more satisfactorily for all concerned. It is the intention of both the Company, and the Union to eliminate all unnecessary grievances and promptly adjust all grievances which are meritorious. It is agreed that the grievance procedure is the sole and exclusive method of resolving grievances as defined hereinafter during the term of this Agreement, except as may be expressly provided within a specific Article of this Agreement.

Should any dispute be raised by either the Union or an employee, as to the meaning or interpretation of the provisions of this Agreement, the parties hereto agree to resolve such disputes in the following manner:

STEP 1: If the employee or the Union has a grievance which is to be brought to the attention of the Employer, it shall be reduced to writing by the Union Business Agent and the specific clause of this agreement alleged to have been violated shall be cited on grievance forms supplied by the Union, and signed by the employee effected. The written grievance shall be presented to the Company, either directly or by mail, within ten (10) days of the occurrence of the event giving rise to the grievance, or the grievance shall be deemed waived; provided however, that a grievance relating to the discharge of an employee must be filed in writing within five (5) calendar days from date of discharge or it shall be deemed waived.

shall notify the Union as to the Company's position on the grievance within one (1) week from the date of receipt of the grievance, or the Union shall immediately proceed to Step 3.

STEP 3: If the Union is dissatisfied with the response of the Company under Step 2, or if it does not receive a response, the Union may within one (1) week of receipt of the answer or the conclusion of Step 2, request in writing a meeting between the Company representatives and the business agent of the Union authorized to conduct business for the Union. If no meeting is timely requested, the grievance is deemed waived.

ARBITRATION

If the foregoing fails to produce a settlement within one (1) week of the Union's request for a Step 3 meeting, the Union may request the Federal Mediation and Conciliation Service to provide a panel of thirteen (13) arbitrators, from which one arbitrator will be selected to hear the specific grievance in dispute. The Union and the Employer shall select the arbitrator through the process of elimination by striking alternately one name from the applicable list for the grievance. The Union shall strike the first name. The name remaining after each party has stricken six shall be the arbitrator for the matter, provided the arbitrator is available for hearing within forty-five (45) days. Only one grievance may be determined by an arbitrator unless the parties mutually agree in writing. The arbitrator does not have jurisdiction or authority to award any retroactive monetary relief for any period prior to 48 hours before the formal written grievance was filed with the Company, or,

in the case of a discharge or suspension, to twenty-four (24) hours before the filing of a formal written grievance with the Company.

A. The arbitrator is to render a bench decision, followed by written decision within thirty (30) days, unless either party requests filing a written brief in lieu of a bench decision. In such case, the arbitrator shall render his written decision within thirty (30) days following conclusion of the hearing or after the date for filing briefs, whichever is later. Briefs may be filed by either party, but, in any event, shall be filed no later than fifteen (15) days after conclusion of the hearing.

B. Either party's failure or refusal to submit to or proceed with arbitration, or to comply with the final arbitration award, shall make that party liable for reasonable attorneys' fees and court costs which may include, but not be limited to, audit costs of the other party.

C. Time limits set forth herein are binding and grievances not filed or appealed within the specified time limits, unless extended in writing by mutual agreement, shall be considered as waived. Any grievance which has not been processed through the grievance procedure and submitted to an arbitrator for decision within six (6) months of the date it was initially filed is deemed withdrawn.

D. The decision of the arbitrator shall be final and binding on the issue involved in such controversy or grievance.

E. Each party shall bear the cost of presenting its own case. The arbitrator's fees and expenses shall be equally divided between the parties, except as provided in paragraph D above.

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

6. As lawful under the Arizona Agricultural Employment Relations Act, any individual or group of employees have a right to present a grievance directly to the Company, and to have the grievance adjusted, without the intervention of the Union, so long as the adjustment is not inconsistent with the terms of this collective bargaining agreement, if the Union has been given the opportunity to be present at such adjustment.

NO STRIKE NO LOCKOUT

The parties agree that there shall be no lockouts, strikes, slowdowns, job or economic action, or other interference with the conduct of any Company business during the life of this Agreement, and that any and all disputes by and between the Company, its employees and/or the Union are to be resolved pursuant to the grievance and arbitration procedures contained within this Agreement.

If any of the said events occur the officers and representatives of the Union shall do everything within their power to end or avert such activity. It is also recognized that discipline for violation of this Article need not be equal among all violators. Officers and stewards bear a special responsibility for observance of this Article and the degree of discipline must rest in the discretion of the Company.

Neither shall workers covered by this Agreement engage in any strike, slowdowns, job or economic action, or other interference with the conduct of the Company's business during the life of this Agreement.

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

DISCHARGE AND WARNING NOTICES

The Company will not discharge, suspend or discipline any seniority employee without just cause, but, in respect to discharge or suspension, shall give at least two (2) written warning notices before such action is taken, except that in cases of tardiness or unexcused absences, three (3) warning notices will be given before such action is taken, and except in the case of assault on or fighting with another Company employee, a violation of the no-strike clause, an act of gross indecency to another Company employee, dishonesty, flagrant insubordination, intoxication, or use of or conduct specifically prohibited elsewhere in this contract, when no warning notices will be required.

Warning notices must be issued within seventy-two (72) hours after the occurrence of the violation, or discovery thereof, claimed by the Company in such warning notice. Such warning notice shall be given the employee in writing, if he is available, or mailed to his last-known address, and a copy mailed to the Union. Warning notices shall be printed in both the Spanish and English languages.

Discharge shall be by written notice to the employee affected if he is available, or mailed to his last-known address, and a copy mailed to the Union, within seventy-two (72) hours of the discharge.

An employee discharged or disciplined during his probationary period shall not have recourse to the grievance procedures

unless it is established that the discharge or disciplinary action is discriminatory in nature, as elsewhere defined and agreed to in this Agreement.

Warning notices as referred to herein shall remain in effect for a period of six (6) months of the date of issuance only.

The Company and the Union have agreed that the Company shall provide a health and welfare plan of eligible employees and their families providing the same benefits as Agricultural Process Exchange (APEX). The cost of this plan shall be borne by the Company. Payment of premium shall be made by the tenth (10th) day of each current month during the period of this agreement.

An eligible employee is an employee who has worked sixty (60) hours for the Company in the preceding month. Each month, the Company shall provide the Union a list of eligible employees.

After termination of employment for the season, the employee may pay his own insurance premiums at the group rate for a period not to exceed ten (10) consecutive months. The first payment of premium by the employee must be paid by the tenth (10th) day of the first month following termination of employment for the season unless the premium for that month is paid by the Company, in which case the first payment of premium by the employee must be made by the tenth (10th) of the next consecutive month. Thereafter each payment must be made consecutively by the tenth (10th) of the month provided the Company is not obligated to pay insurance for that month.

No later than the first (1st) day of the month following the month in which an employee is laid off, the Company will notify the Union whether or not such employee is an eligible employee. At the

hours thereafter, such notice shall be given to the employee. In the event that the Company fails to give such notice to the employee, then the Company shall be obligated to pay the insurance premium on behalf of that employee for the month for which such notice is not given. Deposit of such notice in the U. S. mail, postage prepaid, properly addressed, shall constitute such notice. Personal service of such notice on the employee and the Union shall meet the requirements of this article. The last address given by the employee may be used by the Company for the purpose of such notice.

At the time each month that the Administrator of the appropriate insurance plan submits the list of eligible employees and premium payments on behalf of the Company's signatory to this Agreement, it shall send to the Union a copy of said list.

In any event the Company shall not be required to make more than one (1) Health and Welfare premium payment in any one calendar month. Any and all agreements contrary to this Agreement are hereby revoked.

HEALTH AND SAFETY

The Union and the Company are concerned with the health of the employees and the working conditions provided for such employees. Therefore, the Company expressly agrees to strictly abide by and strictly comply with all applicable federal and state laws, rules and regulations promulgated for the health and safety of employees. Upon notification by the Union of any alleged violation of this section by any Company signatory to this agreement, the Company involved or its designated representative shall immediately meet with the Union to discuss the matter to mutual resolution of the alleged violation. This article shall include but not be limited to the use of machinery, vehicles, and dangerous chemicals and sprays, and any provision of food, drinking water, housing, or sanitary facilities.

A representative of the employees who accompanies an authorized inspector under the Federal Occupational Safety and Health Act, or State Acts in conformity with the Federal Act, during a physical inspection of a work place covered by this agreement shall receive his regular rate of pay for the time devoted to accompanying the inspector during the physical inspection. An employee's regular rate of pay shall be the hourly rate, when paid on an hourly basis, or the crew average

piece rate earnings on the day of the inspection when the employee is paid on a piece rate basis.

No employee shall be required to work in any operation which is imminently hazardous to his health or safety. An employee who has notified his employer of the existence of such a condition shall not be discharged because he has refused to work in such conditions. Discharges arising as a result of an application of this provision shall be subject to the grievance procedure.

INJURY ON THE JOB

If an employee is injured at work, to the extent that medical care is required and the employee is unable to return to work, the Company will pay the employee's wages for the day of injury based upon the number of hours he would have worked that day. Such payment shall be made at the hourly rate if the employee was being paid on an hourly basis, and at the crew average piece rate earnings for the day of the injury, if the employee was being paid on a piece-rate basis. If the Company requests, the employee will provide a written statement from his treating doctor stating that the employee was unable to return to work because of the industrial injury.

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PROTECTIVE CLOTHING

The company shall furnish legally required safety equipment and protective clothing (including rain coats and boots) when required and gloves for loading, closing, trimming, packing and tractor driving when requested, but no more frequently than as follows:

Loaders, one (1) pair of gloves per work week; closers, trimmers and packers, two (2) pair of gloves per month, but no more frequently than one (1) pair per fifteen (15) days; and tractor drivers, one (1) pair of gloves every two (2) months of employment.

The company shall furnish knives to lettuce cutters as necessary, and at no cost to the employee, not to exceed one (1) knife per lettuce harvesting season for the company. Knives so furnished by the company need not be returned to the company. The employee shall be responsible for those items issued to him, and shall be required to return said items to the company, upon request, in good condition, reasonable wear and tear excepted, prior to receiving his checks issued subsequent to such request.

LEAVE OF ABSENCE

Leaves of absence not to exceed sixty (60) days without pay may be granted by applying to and receiving approval from the Company. It is within the discretion of the Company whether to grant the leave of absence, but it is agreed that such leaves will not be unreasonably withheld.

Leaves of absence not in excess of three (3) days may be either in writing or oral at the option of the Company. All leaves of absence in excess of three (3) 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.

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

The Company may fill vacancies of two (2) months or less resulting from leaves of absence it grants with temporary or other employees without strict adherence to the seniority provisions of this Agreement.

Employees on leaves of absence may return to work prior to the end of the leave granted only at the option of the Company.

Employees granted leaves in excess of two (2) months may return to their pre-leave job only in accordance with their seniority rights to that job, but without bumping any employee.

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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.

Any 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 employee shall be continuously conducting Union business. Not more than three (3) employees shall be given leaves of absence under this section from any one Company, unless authorized by the Company.

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.

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When an employee is first notified of a call for jury duty, he shall immediately inform the Company in writing of such notification. If a seniority employee serves on a jury, he shall be paid at the employee's hourly rate times the average hours worked per day during the preceding week, or the employee's piece rate average hourly earnings times the average hours worked per day during the preceding week, within the commodity.

In the event of a death in the immediate family (father, mother, wife, husband, son, daughter, or grandparents), a seniority employee in the active employment of the Company shall be entitled to three (3) days off with pay for each day of leave at the regular hourly rate of pay times the average hours worked per day during the preceding week, or the employee's piece rate average hourly earnings times the average hours worked per day during the preceding week. No extra pay allowance will be made for multiple or simultaneous deaths occurring within such three (3) day period. A leave of absence without pay shall be granted upon request, for additional time as the employee requires, pursuant to the article herein entitled "Leave of Absence." Death certificate may be requested by Company. Eligibility for five (5) days (including days off for excused absence) during two (2) weeks preceding funeral.

REST PERIODS AND LUNCH BREAKS

Rest periods shall be taken, insofar as practical, in the middle of each work period. Rest period time shall be based on the total hours worked daily, at the rate of fifteen (15) minutes per four (4) hours work or major fraction thereof. A rest period shall not be required for employees whose total daily work time is less than three and one-half (3 1/2) hours. Rest period time shall be counted as hours worked.

Lunch breaks of thirty (30) minutes without pay shall be taken at approximately noontime, or, if noon is not the approximate midpoint in the shift, then at approximately the midpoint in the shift as determined by the Company. In any event, the lunch break shall be taken no later than after the first five (5) hours of work in the shift. No lunch break is required if the work shift is four (4) hours or less.

The Company and the Union understand and agree that the time allowed for rest periods and lunch breaks will be strictly enforced. Rest periods and lunch breaks will be taken at times and in a manner so as to cause the least amount of interference with the work being performed. Company and Union agree that, as the rest periods may pertain to harvesting, thinning and weeding crews, reasonable efforts will be made to have the rest periods taken at a time when the crew may be performing work near the Company buses where the employees may keep their lunches, coffee, etc.

STAND BY TIME

Any employee requested to stand by shall be paid for all time standing by at the hourly rate. This shall not apply to piece rate employees after they commence work.

CALL TIME

Call time shall be the time at which employees are to report for work at the field location where the work is to be performed. All employees shall report to the place to which they are ordered to report for work at the time specified. Call time shall be set by the company with notice to the employees given on or before the end of the employee's previous day of work for the company. Except as to employees using company-furnished transportation, previously established call time may be changed or rescinded by the company giving oral notice of such change or rescission by a company representative to the employees at the field location where the work is to be performed. As to employees using company-furnished transportation, a previously established call time may be changed or rescinded by the company by oral notice of such change or rescission being given by a company representative to the employees at their customary point of origin at which company transportation is furnished herein and by oral notice given to the employees by a company representative at any company transportation pick-up point in San Luis, Arizona. Such notice of a change or rescission of call time shall be given by a company representative to the employees at such point no later than the time at which the employee is to report at such pick-up points on the day of work involved. If no company representative appears at the pick-up point in San Luis, Arizona, at the

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time previously set for such transportation pick-up, and fails to appear within 30 minutes thereafter, the employees who utilize the company transportation provided from San Luis, Arizona, may assume that the call time for that particular date has been rescinded by the company.

Employees shall be paid from the time they report for work at the field location where the work is to be performed until released and shall be paid a minimum of four (4) hours for each call when no work is provided, at the worker's hourly rate of pay or the worker's average hourly piece-rate earnings based on the preceding payroll week for piece rate workers. In the event the employees commence work, they shall be paid a minimum of four (4) hours. Hourly employees shall be paid the hourly rate or piece-rate employees shall be paid four (4) times that day's average piece-rate earnings per hour. This call time provision shall not apply where work covered by this Agreement is delayed or cannot be carried out because of rain, frost, government condemnation of crop, machinery breakdown, or other cause beyond control of the company.

HOLIDAYS

Holidays Paid if Worked:

The following holidays shall be paid for at the rate of one and one-half times the straight time hourly rate of pay for all hours worked: Christmas, New Years, Memorial Day, July 4th, Labor Day, and Thanksgiving.

Holidays Paid Whether Worked or Not:

The following holidays shall be paid for, whether worked or not, at the employee's hourly rate times eight (8) hours or, in the case of a harvesting employee who is receiving piece rate pay, the employee's piece rate average hourly earnings during the preceding week times the average hours worked per day during the preceding week, within the commodity: Christmas, New Years, July 4th, Labor Day, Memorial Day, and Thanksgiving.

Eligibility for Paid Holidays:

1. The employee must be a seniority employee who worked at least five (5) days within the fourteen (14) days immediately preceding the holiday; and
2. The employee must also have worked his last regularly scheduled work day before the holiday and his next regularly scheduled work day after the holiday.
3. An employee who is absent from either the last regularly scheduled work day before the holiday or the next regularly scheduled work day after the holiday because of excused illness

shall qualify for holiday pay provided the employee qualified under No. 1 above.

Employees working on a holiday falling on a Sunday shall not be entitled to overtime benefits.

VACATION BENEFITS

Employees shall be entitled to vacations as set forth in accordance with the following provisions:

1. Each employee shall use a year commencing with the date of his employment to determine his vacation rights.

2. When an employee has maintained his seniority for eleven (11) months, he shall be entitled to a vacation in the following year, the "vacation year," based upon the number of hours worked during his preceding year of employment, the "qualifying year," as follows:

(a) 500 hours to 999 hours - 1% of employee's gross Company earnings during the "qualifying year" as vacation pay;

(b) 1,000 hours or more - 2% of employee's gross Company earnings during the "qualifying year" as vacation pay;

3. When an employee has maintained his seniority for four (4) years prior to the beginning of the "vacation year" and has worked the hours set forth above in subparagraph 2 in the "qualifying year", he shall be entitled to double the amounts of vacation pay set forth above.

Requirements and Rights Applicable to Vacations:

1. The employee must work the hours set forth above in the "qualifying year" and be a seniority employee of the Company to qualify for vacation pay.

2. Vacation periods shall be arranged by mutual agreement between the Company and the employee and shall be taken at such time as will cause the least inconvenience to the Company.

3. The employee who has been or will be discharged, or who has voluntarily terminated or will voluntarily terminate his employment with the Company, shall be entitled to vacation pay provided he has met the eligibility provisions and qualifications of this article.

4. Vacation pay shall be paid on or before the last day of February of the year following the year during which the "vacation pay" has been earned pursuant to the provisions of this article.

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IN LIEU OF PENSION

The Company and the Union hereby agree that each employee shall receive ten cents (10¢) per hour for each hour worked in lieu of pension. This amount shall be paid weekly and clearly shown on the employee's check stub as payment in lieu of pension contribution.

TRAVEL ALLOWANCE

When company-furnished transportation is available, only employees using such transportation shall receive daily travel allowance. The daily transportation pick-up time for employees utilizing company-furnished transportation shall be set by the Company with notice to the employees given on or before the end of the employee's previous day of work for the company. Travel allowance shall be based upon the following schedule, from the usual and customary point of origin at which company transportation is furnished, to the work site.

When company-furnished transportation is not available, employees furnishing their own transportation shall receive daily travel allowance as provided above. The usual and customary point of origin for employees performing work in job classifications which by nature are seasonable and connected directly with the harvesting, picking, weeding and thinning of vegetable crops or cantaloupes shall be the town of Somerton, Arizona. The usual and customary point of origin for all other employees shall be the company shop located approximately 1/4 mile north of U.S. Highway 95 and Avenue 8E in the County of Yuma, Arizona.

Travel allowance shall be at the minimum hourly guaranteed rate of pay.

Daily Travel Allowance Schedule

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

65-89 road miles, one way - 1 hour each way

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

120 and over road miles, one way - 2 hours each way

JOB DESCRIPTIONS

Unless otherwise hereinafter agreed to in writing by and between the parties, the job descriptions of Tractor Driver A, Tractor Driver B, Irrigator and General Labor will be in accordance with the past practices of the employer.

HOURS AND WAGES

A. All hours on the job, including time standing by, shall be counted as hours worked for the purpose of qualifying for all fringe benefits of this agreement.

B. Wages and additional provisions shall be set forth in the addenda attached hereto.

OVERTIME

The following provisions shall apply to all hourly rate, or piece rate employees.

Daily Overtime: All hours worked in excess of 8 work hours per day shall be paid at the overtime rate of $1\frac{1}{2}$ times the employee's regular rate of pay except tractor drivers who shall be paid $1\frac{1}{2}$ times their regular rate of pay for all hours worked in excess of 10 hours per day, exclusive of all travel time and premiums.

Saturday Overtime: On Saturday, all hours worked in excess of 8 work hours shall be paid at the overtime rate of $1\frac{1}{2}$ times the employee's regular rate of pay, exclusive of all travel time and premiums.

Sunday Overtime: All work performed on Sunday shall be compensated for at the overtime rate of $1\frac{1}{2}$ times the employee's regular rate of pay.

Irrigators' Overtime: The foregoing overtime provisions relative to Daily Overtime, Saturday Overtime, and Sunday Overtime shall not apply to Irrigators. All work performed by Irrigators on their seventh (7th) consecutive day of work shall be paid for at the overtime rate of $1\frac{1}{2}$ times the employee's regular rate of pay, exclusive of all travel time and premiums.

This Agreement, and the addenda and supplements thereto constitute the sole and entire existing agreement between the parties hereto and supercedes all prior agreements, oral or written, between the Company and the Union, and expresses all obligations of, and restrictions imposed on, the Company during its terms.

The parties acknowledge that, during the negotiating which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement and therefore each waives the right to further bargaining on any subject not covered or covered under this Agreement for the full term thereof.

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. The balance of the Agreement shall remain effective and no termination shall result.

This Agreement shall be in full force and affect from
October 1, 1980, to and including July 15,
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 any other notice required by law.
During the sixty (60) day period, all terms and conditions of
this contract shall remain in full force and effect.

DATED: September 29, 1980

CAMPESINOS INDEPENDIENTES

By /s/ Richard Garcia
Richard Garcia, Its President
VUKASOVICH INC.

By /s/ J. "Bud" Vukasovich
J. "Bud" Vukasovich
Its President

HOURLY WAGE RATES:

Vegetable and Melon Crops:

	<u>Oct. 1, 1980</u>	<u>July 15, 1981</u>	<u>July 15, 1982</u>
Tractor Driver A	5.00	5.35	5.72
Tractor Driver B	4.85	5.19	5.55
General Field Labor	4.65	4.98	5.33
Irrigation - hourly	4.10	4.39	4.70
- shift	82.00	87.80	94.00

All Other Crops:

Tractor Driver A	4.60	4.92	5.26
Tractor Driver B	4.50	4.82	5.16
General Field Labor	3.70	3.96	4.24
Irrigation - hourly	3.70	3.96	4.24
- shift	77.50	79.20	84.50

VEGETABLE AND MELON HARVEST PIECE RATES:

Harvest Piece Rates:

The piece rates for each harvesting season during the term of this agreement for the harvesting of lettuce, cantalopes and other vegetable and melon commodities shall be the piece rates prevailing among the local vegetable and melon growers and shippers in Yuma, Arizona, who perform harvesting activities in a manner similar to employer herein.

LETTER AGREEMENT

VUKASOVICH INC. and CAMPESINOS INDEPENDIENTES do, pursuant to the terms of this Letter Agreement, agree that all employees of Vukasovich Inc. covered by the Agricultural Field Labor Agreement between the parties hereto when performing work wherein hoes are utilized, the employee shall have the option of utilizing either a short handle or long handle hoe.

DATED this 25 day of September, 1980.

VUKASOVICH INC.

By /s/ J. "Bud" Vukasovich
J. "Bud" Vukasovich
Its President

CAMPESINOS INDEPENDIENTES

By /s/ Richard Garcia
Richard Garcia
Its President