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AGREEMENT

YODER BROTHERS, INC.

AND

GENERAL TEAMSTERS, WAREHOUSEMEN  
AND HELPERS UNION 890



EFFECTIVE

OCTOBER 1, 2002 TO SEPTEMBER 30, 2005

Note: Underlined parts of the Agreement  
are changes during the term of the contract

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## AGREEMENT

THIS AGREEMENT, made and entered into this 3<sup>rd</sup> day of January, 2003,  
by and between YODER BROTHERS, INC., for its Salinas, California greenhouse operations  
(hereinafter called the "Company"), and the GENERAL TEAMSTERS, WAREHOUSEMEN  
AND HELPERS UNION LOCAL 890 (hereinafter called the "Union").

### PREAMBLE

The parties hereto recognize the desirability of establishing machinery for the  
adjustment of any differences that may arise between them, to the end that strikes, lockouts  
and actions in the nature thereof may be prevented and that a spirit of cooperation may  
prevail.

#### Section 1 - Union Recognition

The Company recognizes the Union as the sole collective bargaining agent for all  
hourly-rated greenhouse employees at its Salinas, California greenhouses.

#### Section 2 - Union Membership

1. All employees after completing thirty (30) working days shall be required to be  
members of the Union in good standing as a condition of employment.
2. If any person who is not a member of the Union be employed by the Company,  
such person shall, within thirty (30) working days after commencing work for the Company,  
make application and become a member of the Union. The Union agrees that it will not  
discriminate against such applicant. An employee to whom membership is made available on  
the same terms and conditions generally applicable to other Union members and who fails to  
become a member of the Union or whose Union membership is terminated because of failure  
to tender periodic dues, assessments, and initiation fees uniformly required by the Union,  
shall upon written request by the Union to the Company be discharged and shall not be re-  
employed until the Union indicates in writing to the Company that such employee has paid  
his dues, assessments, and initiation fees.

The Company agrees to deduct initiation fees, assessments, and monthly membership dues from the wages of any employee who has made application for membership in the Union and is covered by this agreement, provided that the Company receives from such employee a voluntary individually executed assignment authorizing the Company to make such deductions. Such deductions will be deducted on the first payroll period of the month and remitted to the properly designated Union official by the end of the month; however, the initiation fee will be deducted over two consecutive pays in order to minimize the economic impact on the employee.

The check off authorization form must be one which is acceptable to the Company as to form and content. The Union agrees that it will indemnify the Company and save it harmless from any and all claims which may be brought against it by an employee or employees for amounts deducted from wages as herein provided.

The Union will notify the Company in writing of the amount of the dues, assessments, and initiations fees or any changes thereof.

Section 3 - No Discrimination for Union Activity/No Discrimination for Race, Color, Creed or Sex.

1. There shall be no discrimination against employees because of Union membership or activity. Except as provided in the grievance procedure (Section 18) there shall be no Union activity on the Company premises. An authorized representative of the Union, upon application to the appropriate Company official, may be admitted into the plant for transaction of legitimate Union business between the Company and the Union within the framework of the Agreement. Such will be done along such lines as will maintain efficiency and avoid overt friction.

2. The Employer and the Union mutually recognize and support the principles of equality and non-discrimination in employment and mutually agree to work affirmatively toward implementation of these principles. The Company and the Union will continue their policies of non-discrimination because of age, race, color, creed, religion, national origin, sex, or union membership.

3. The Employer and the Union recognize that the Agreement contains a bona fide seniority system. The Employer and the Union also recognize that there exists an obligation to comply with the Americans with Disabilities Act (ADA) and that such compliance could involve modifications to this Agreement. Any such modification shall be accomplished only by mutual agreement in writing which shall be binding upon the Employer, the Union, and all affected employees covered by this Agreement.

#### Section 4 - Stewards

1. The Company recognizes the right of the Union to elect or designate a maximum of four job stewards from the Company's seniority list that have been members of the Union at the Company for a minimum of one continuous year.

2. The authority of such stewards so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- a) The investigation and presentation of grievances to the Company or the designated Company representative in accordance with the provisions of this Agreement.
- b) The signing of new members and obtaining a check-off authorization.

#### Section 5 - Management Rights

1. It is understood and agreed by the Union that the Company shall retain any and all its rights, powers, privileges and authorities except as such are specifically abridged, delegated, shared or modified by this Agreement and therefore subject to the grievance procedure. Thus, the Company expressly retains the exclusive right to manage its jobs, operations and affairs and to effectively direct its employees. Prominent among such unqualified rights, although by no means a wholly inclusive list thereof are the following: to hire, promote, transfer, lay-off, suspend or discharge employees for cause; to determine the size of the working force; to alter or discontinue any present, and/or to introduce new or improved techniques, methods, equipment or facilities; to develop, promulgate and enforce work standards and to establish and maintain procedures and devices deemed necessary by

the Company in determining the efficiency of each employee when developing, promulgating or enforcing such work standards; and to promulgate and enforce reasonable work rules.

2. Failure of the Company to exercise rights herein reserved to it or exercising them in a particular way shall not be deemed a waiver of said rights or of the Company's right to exercise said rights in some other manner not in conflict with the terms of this agreement.

#### Section 6 - Seniority

1. An employee shall be considered to be on probation and shall not be a regular employee, or entitled to any seniority rights or benefit provisions of this labor agreement, until after the employee has worked thirty (30) days within the twelve (12) month period beginning with the latest date of hire. No claim or grievance shall be made by the Union or the employee with respect to layoff or discharge of the employee during such probationary period.

2. Seniority shall revert to the date of hire on all future employees, and they shall be considered regular employees after completing their probationary period.

3. Seniority shall be applied on a unit-wide basis.

4. An employee shall lose seniority and no longer be considered an employee for any of the following reasons:

- a) The employee voluntarily quits.
- b) The employee is discharged for just cause.
- c) The employee is absent for three (3) consecutive working days without notifying the company. Notification of absence on the third day must be by the close of the office work day.
- d) The employee does not return to work on the scheduled work day next following the expiration date of an approved leave of absence or vacation or furnishes a reason in advance acceptable to the Company for such failure to return to work.
- e) The employee is out of active service with the Company for any reason for

a period of twelve (12) consecutive months.

5. The above reasons are not to be construed to be the only reasons for which the employee shall lose seniority and no longer be considered an employee.
6. Lay offs shall be made on the basis of starting with the lowest seniority employees provided they are also the least qualified in knowledge, skill, efficiency and physical fitness for the job.
7. Recall shall be made on the basis of starting with the highest seniority employees provided that qualification in knowledge, efficiency, availability and physical fitness for the job are relatively equal.

#### Section 7 - Wages

1. Addendum "A" attached hereto and made a part of this Agreement sets forth the application of hourly wage rates for new hires and regular employees in categories I, II, II (a), and III.
2. Addendum "B" attached hereto and made a part of this Agreement sets forth the application of hourly wage rates and progressions for hourly crew leaders.
3. All hourly employees of the company who, by virtue of the special skills, leadership, responsibility, and/or versatility requirements of their overall duties, were receiving an hourly rate of pay in excess of the prior contractual minimum rate, including the automatic increases, shall receive the increases as and when provided for in Addendum "A".
4. Employees who have been terminated and are then rehired to the job they left within one (1) year of termination will be reinstated at the same relative wage rate held at the time of termination. It is understood and agreed that this applies to wages only.
5. An employee who is released to return to work with medical restrictions (commonly called light duty), and who can be utilized in a productive work assignment, will be paid the employee's regular rate of pay. Employees on light duty shall be limited to work 8 hours per day and 40 hours per week, Monday through Friday. Should the medical



restrictions continue beyond ten (10) weeks, the Company will review the availability of productive work and the full job responsibilities versus the employee's restrictions.

#### Section 8 - Hours of Work and Overtime

1. Days and hours of work for each employee will be determined according to what is required to meet customer needs or fill customer orders. It is understood however, that neither the hours per day nor days per week are guaranteed.

2. The normal work week for regular employees shall be Monday through Friday. If different work weeks are required, they shall consist of five (5) consecutive days. Employees will be notified of a change in their work week by the end of their shift on Thursday of the previous week. When it is necessary to have work week schedules other than Monday through Friday, they will be offered to qualified, senior employees on a voluntary basis. If the sufficient number of employees are not obtained, the least senior, qualified employees will be required to work.

3. An employee will work overtime when asked and for this shall receive time and one-half the employee's basic rate of pay.

4. All hours worked in excess of nine (9) in any day shall be rated as overtime.

5. All hours worked on Sunday shall be rated as overtime.

6. Overtime shall be distributed on a straight seniority basis for qualified employees according to the highest seniority employee provided knowledge, skill, efficiency, availability and physical fitness for the job are relatively equal.

7. This shall not be construed to preempt the different overtime sharing arrangements in effect in respect to departments which now have regularly scheduled overtime.

8. If the Company fails to secure sufficient employees to fulfill the overtime requirements, the lowest seniority employees who are qualified to perform the service shall be required to work.

9. An employee will be paid overtime for hours worked over forty-four (44) in any one week, Monday through Saturday. Determined effort will be made to make days off

consecutive; however, where this cannot be done, reasonable notice will be given to the employee.

10. Holidays occurring within a work week will be counted as days worked for the purpose of computing weekly overtime pay.

11. Employees qualified to work regular overtime assignments are also required to work such overtime assignments that are scheduled on holiday qualification days.

#### Section 9 - Break Periods

The Company agrees to provide a non-paid thirty (30) minute break during the first four hours of an employee's eight hour shift and a paid thirty (30) minute break during the last four hours of an employee's eight hour shift. An employee who will work ten (10) or more hours will receive a fifteen (15) minute paid break following eight (8) hours worked. It is understood and agreed that employees shall work up to the start of a break and shall be at their work stations ready to resume work at the end of break period. Employees working second or third shifts will be available to work all hours of the assigned shift, and will be paid an "on-duty" meal period.

#### Section 10 - Holidays

1. For purposes of this Agreement, New Year's Day, President's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Columbus Day, Thanksgiving Day and Christmas Day shall be considered as holidays.

2. All regular employees who hold seniority under this Agreement (except one on layoff or leave of absence) not scheduled to work on the above holidays shall be entitled to holiday pay at the rate of eight (8) times the employees regular straight time hourly rate, provided:

- a) The employee must have worked all scheduled hours of the employee's last scheduled work day prior to and the employee's first scheduled work day following the holiday, unless it is determined by the company that the employee could have worked on the day of the holiday, but because of

compelling reasons, the employee was excused by the company. Under no circumstances shall compelling reasons be considered when the employee is absent both the day before and the day after the holiday; and

- b) The employee was not absent from work for which the employee was scheduled to perform on the holiday.
- c) On the day before and after a holiday, a maximum (total) of one (1) hour excused tardiness will be granted without loss of holiday pay. An employee who is more than one (1) hour late must present an excuse, which is acceptable to the Company in order to have holiday pay granted.

3. All hours worked on the above holidays shall be paid for at one and one-half (1-1/2) times the employee's basic rate of pay. This is granted in addition to holiday pay if the employee qualified for holiday pay.

4. If a holiday falls on Sunday, the following Monday shall be observed as a holiday. If a holiday falls on Saturday, the preceding Friday shall be observed as a holiday.

5. If the Company fails to secure sufficient employees to fulfill the holiday schedule, the lowest seniority employees who are qualified to perform the service shall be required to work.

6. When a holiday occurs during an employee's vacation, the employee will be granted an additional day off with pay.

#### Section 11 - Funeral Leave/Jury Duty

1. In the event of the death of a spouse, child, mother, father, sister, brother, grandfather, grandmother, mother-in-law, or father-in-law of a regular employee, such employee shall be granted up to a maximum of three (3) days off for an in-state or four (4) days for an out-of-state funeral to attend the funeral of the deceased, one of which days shall be the funeral day and the other days shall immediately precede or immediately follow the funeral day. If any of these three (3) days would otherwise have been regularly scheduled days

of work for such employee, the employee shall be compensated by multiplying the employee's regular straight time hourly rate, exclusive of shift premium, by the number of scheduled hours lost from work, up to a maximum of eight (8) hours for each such day. No time off or pay shall be granted when the employee does not attend the funeral of the deceased.

2. An employee called for jury duty on a day the employee was scheduled to work shall be paid the difference between jury duty pay and the employee's straight time hourly rate for time actually spent in jury up to a maximum of eight (8) hours per day. To qualify for this differential in pay the employee must report for work when excused from jury service if four (4) or more hours of the employee's regular work day remain. The maximum jury days paid to an employee shall not exceed five (5) in any calendar year. The employee is to furnish satisfactory proof of jury duty prior to the jury service and to furnish proof of the payment received for serving on the jury.

#### Section 12 - Vacations

1. All vacation earned during the preceding calendar year shall be taken at a time mutually agreeable to the Company and the employee during the current calendar year.

a) No vacation can be carried into the succeeding year.

2. Vacation time is computed at the beginning of the vacation period (calendar year) according to the following schedule.

a) An employee who shall have less than one (1) year of seniority with the company on January 1<sup>st</sup> of the current year, but has worked at least 1000 hours during the preceding calendar year, shall receive one (1) weeks vacation with pay.

b) An employee who shall have one (1) year but less than three (3) years seniority with the Company on January 1 of the current year, shall receive (1) weeks vacation with pay.

- c) An employee who shall have three (3) years but less than ten (10) years seniority with the Company on January 1 of the current year, shall receive two (2) weeks vacation with pay. Effective 01-01-04, an employee who has completed 2 years of seniority and has worked 1000 hours since the employee's last seniority anniversary date shall receive two (2) work weeks of vacation.
- d) An employee who shall have ten (10) years but less than eighteen (18) years seniority with the Company on January 1 of the current year, shall receive three (3) weeks vacation with pay. Effective 01-01-04, an employee who has completed 9 years of seniority and has worked 1000 hours since the employee's last seniority anniversary date shall receive three (3) work weeks of vacation.
- e) An employee who shall have eighteen (18) years but less than twenty-five (25) years seniority with the Company on January 1 of the current year, shall receive four (4) weeks vacation with pay. Effective 01-01-04, an employee who has completed 17 years of seniority and has worked 1000 hours since the employee's last seniority anniversary date shall receive four (4) work weeks of vacation.
- f) An employee who shall have twenty-five (25) or more years seniority with the Company on January 1 of the current year, shall receive five (5) weeks vacation with pay. Effective 01-01-04, an employee who has completed 24 years of seniority and has worked 1000 hours since the employee's last seniority anniversary date shall receive five (5) work weeks of vacation.

g) In order to qualify for vacation pay provided for in sub-sections a, b, c, d, e and f above, an employee must have actually worked for the Company at least one thousand (1000) hours during the preceding calendar year and be on the active payroll of the Company on or after January 1.

3. Vacation pay will be made in accordance with the following:

a) Payment for vacation shall be made prior to the beginning of the vacation period provided the employee notifies the Company of the employee's desire seven (7) days prior to the last pay day before the vacation.

b) For purposes of vacation pay only, a "work week of vacation" will be defined as five (5) eight (8) hour days at the employees straight time hourly rate. Counted towards the 1000 hours worked are all compensable hours, such as the actual hours worked, and the hours not worked but paid for vacations, holidays, funeral and jury duty. Pay for each day will be the employee's straight time hourly rate times eight (8).

4. Any employee whose employment with the Company is terminated for any reason will be paid all vacation time earned during the preceding calendar year, but not paid during the current calendar year. In addition, any employee who is terminated for reasons of medical disability, takes retirement at age 62 or later, or dies, will be paid for vacation earned during the current calendar year, but otherwise payable during the succeeding calendar year.

#### Section 13 - Group Accident Medical and Life Insurance Plans.

A plan is available to all eligible employees on a employee-company participation basis except as follows:

1. The Company will assume the premium payments for the medical benefit plan single coverage and dependent coverage for eligible employees.

2. The Company will assume premium payments for all eligible employees for Major Medical coverage on the basis of (a) \$150.00 individual deductible and a \$450 family deductible, and (b) 80% coverage to an annual maximum of \$35,000 and a lifetime maximum of \$100,000. Specific provisions of the medical benefit plan are listed in the Employee Benefit Plan booklet.

3. Family medical protection coverage shall be offered to those employees who have qualified dependents. It is the obligation of each employee to keep the Company correctly informed in writing of the employee's family status at all times, and it is understood that falsification of one's family status shall be cause for discharge. However, in any event, benefits will be paid only in accordance with the particular coverage in effect at the time of commencement of any claim, or in accordance with the employee's actual family status, whichever would result in lesser coverage. Any increase in coverage from "single" to "family" will be effective as of the first day of the month next following the receipt of written notification by the company of an employee's change in family status, rendering such employee eligible for family coverage.

4. The Company will assume premium payments for \$5,000.00 of life insurance for all eligible employees. Effective January 1, 2004, this amount will change to \$10,000.

5. Medical and life insurance is available to employees hired August 1, 1996 or later effective the first of the month following one year of seniority.

6. As in the past, both parties to this Agreement recognize and support the application of the principle of non-duplication of benefits to all group insurance provided herein.

7. The Company agrees to continue to pay for sick leave for all regular employees in accordance with the California State Disability Program.

8. A voluntary dental plan will be offered employees. Effective date January 1, 2003.

9. School physicals for children will be added to the medical plan as part of the major medical provision.

10. Well baby care will be added to the medical plan as part of the major medical provision.

11. Mammogram and pap smear (inclusive of gyn exam) will be allowed once per calendar year and covered under the major medical provision.

12. Newborn children of a covered participant will be covered from the moment of birth, provided the child is properly enrolled as a dependent of the participant within (30) days of the child's date of birth. If dependent is not enrolled within 30 days of their date of birth, the dependent will not be enrolled until first of the month following submission of the enrollment application. Effective date January 1, 2003.

#### Section 14 - Report Time

Employees who report for work at their regularly scheduled starting time (and who have not been officially notified to not report) will be guaranteed payment equal to four times the employee's regular personal straight time base rate. This provision will not apply in instances which are an act of God or otherwise beyond control of the Company.

#### Section 15 - Call Time

Any employee who is called for emergency work outside his regular shift hours will be guaranteed payment equal to four times that employee's regular personal straight time base rate.

#### Section 16 - Leave of Absence

1. Whenever the efficient operation of the Company's business will permit, an employee, upon written request and for reasons satisfactory to the Company, may be granted a leave of absence for personal reasons without pay of not more than thirty (30) days in any twelve (12) month period. All employees must keep the Company and the Union informed of their latest address while on leaves of absence. It is understood that for reasons satisfactory to the Company, leaves as stated above may be extended.

2. Leaves of absence must be requested in writing. Emergency leaves must be verified upon the employee's return to work. Falsification of a leave request is grounds for discharge.



3. Leave of absences which qualify under the Federal Family and Medical Leave Act of 1993 or California State Law will be administered by the Company. The Company will establish and maintain procedures that comply with these laws.

Section 17 - No Strikes or Lockouts

It is agreed by the Union and Company that there shall be no strikes or lockouts during the life of this Agreement. All grievances shall be settled in accordance with the stated grievance procedure.

Section 18 - Grievance Procedure

A grievance is hereby defined to be a difference or a dispute between the Company and the Union or any employee as to the interpretation, application or violation of any term or provision of this Agreement. Should any such difference arise between the Company and the Union, an earnest effort shall be made to settle the matter promptly in the manner herein outlined and in accordance with the following grievance procedure, each enumerated step to be exhausted before resorting to the next enumerated step:

Step 1- By conference between the employee involved, the employee's foreman and the Job Steward, if presence is requested. If satisfactory disposition of the grievance is not made, then

Step 2- The grievance shall be reduced to writing, dated and signed by the grieving employee and two (2) copies thereof presented to the Foreman of the employee involved within five (5) working days of the occurrence giving rise to the grievance. The Foreman shall endorse on one (1) copy of the grievance his answer, sign the same and return it to the Job Steward within two (2) working days.

Step 3- Should no agreement be reached in Step 2, then within three (3) working days after delivery of the Company's answer to the Job Steward, the Union must

request a meeting between the Job Stewards and the Foreman involved, the employee's superior and any other authorized Company representatives, which meeting shall be held as soon as possible. If a satisfactory settlement cannot be reached during this meeting, then, unless both parties agree to further meetings,

Step 4- The grievance shall be presented at a meeting between a representative of the Local Union, the Job Stewards and an Executive of the Company or his designated representative and any other authorized Management representative, if such a meeting is requested by the Union within three (3) working days after the last meeting in Step 3.

Step 5- Should no agreement be reached in Step 4, then the grievance (provided that the grievance does not pertain to a subject matter which is eliminated from arbitration or from the scope of the arbitrator's jurisdiction by other provisions of this Agreement), may be submitted to arbitration as hereinafter provided if a written request to arbitrate is submitted to the Company no later than five (5) days after the Company's decision is given at Step 4.

All time limits for the processing of grievances, up to and including the actual appeal in writing to arbitration, shall be deemed mandatory requirements, and the failure to comply with such specified time limits shall cause the grievance to be barred and considered completely disposed of from the standpoint of the Company, the Union and the employee or employees involved.

Within five (5) days after receipt by the Company of written request for arbitration, the parties shall jointly request the American Arbitration Association, San Francisco, California, office, to submit to the parties duplicate lists of five (5) disinterested nominees. If the Company and the Union are unable to agree upon which one of the five (5) nominees shall serve as Arbitrator, the Union shall strike two (2) names from the list and thereafter the

Company shall strike two (2) names from the list and the name remaining after the others have been so removed shall be the Arbitrator. The Arbitrator shall have jurisdiction and authority to interpret and apply the provisions of this Agreement only in so far as shall be necessary to the determination of such grievance. The Arbitrator shall have no jurisdiction or authority to add to or subtract from or to modify any of the terms of this Agreement nor to establish or change any wage structure. The decision of the Arbitrator shall be final and binding upon all parties.

It is agreed that each party shall pay the expenses of its own representative, including witnesses, and shall pay one-half (1/2) of the fee and the expense of the Arbitrator.

In the event the Company representatives and the Union arrive at an agreement as to the disposition to be made of any matter, such an agreement shall be binding upon the Company, the Union and employee or employees involved.

#### Section 19 - Health and Safety

1. The Company agrees to make reasonable provision for the health and safety of its employees during the hours of their employment. Employees shall comply with all announced Health and Safety Rules and shall report all injuries suffered during the course of employment to the Company as soon as possible.

2. A Safety Committee is hereby established to consist of not more than three (3) employees designated by the Union and not more than three (3) employees designated by the Company. The function of the Safety Committee is to facilitate the promotion of safe working practices and the elimination of unsafe working conditions, if any. This Committee shall meet at least once every two (2) months and Management shall give due consideration to the recommendations of this Committee.

3. The Company may, at any time, require an employee as a condition of continued employment, and also as a condition of recall from layoff or return from any type of leave of absence, to submit to medical examinations for the purposes of determining whether the employee is emotionally and physically fit for employment. If the employee so requests, the Company's doctor will confer with the employee's doctor regarding the employee's

emotional or physical fitness for the job. If the Company's doctor and the employee's doctor disagree, the dispute shall, at the request of the employee, be referred to a medical clinic or neutral doctor selected by the Company and the Union for final determination of whether the employee is fit for the job. The fees of the neutral party shall be borne equally by the Company and the Union; the Company shall pay the fees of its doctor and the employee shall pay the fees of the employee's doctor.

4. It shall be understood that prior to April 1, 2003, both parties to this agreement will work together to develop and implement a Substance Abuse Policy. Final policy shall be mutually agreed to by both the Company and the Union prior to implementation. The above timeline shall be extended by mutual agreement.

#### Section 20 - Retirement/Savings Plan

1. A retirement/savings trust plan has been established. Employee participation in the plan is voluntary. An employee contributes 15 cents/straight time hour of work up to a maximum of \$6.00/week. The Company matches the employee contribution.

2. Employee vesting is three (3) years of active service in the plan. For this purpose, years in which an employee is eligible to participate but declines do not count. On April 1 following (5) years of participation, the employee contribution is 35 cents per straight time hour of work up to a maximum of \$16.80 per week. Effective October 1, 2004 this employee contribution will be 40 cents per hour of work up to a maximum of \$19.20 per week. The company matches the employee's contribution.

3. For employees hired August 1, 1996 or later the retirement/savings plan is available to these employees effective the first of the month following one year of seniority.

#### Section 21 - Right of Access to Company Property

1. Duly authorized and designated representatives of the Union shall have the right of access to Company premises covered by this Agreement in connection with the conduct of normal Union affairs in the administration of this Agreement.

2. In the exercise of the foregoing, there shall be minimal interruption of or interference with the productive activities of the workers.

3. The Union representative shall notify the Company's designated representative(s) as soon as he arrives at the Company. The Company may accompany the Union representative to the general work area which he wishes to visit, but such accompaniment shall not be used to infringe upon the Union representative's right to interview privately any employee or employees in the general area covered by the terms of this Agreement.

4. The Union shall advise the Company in writing of its duly authorized and designated representatives. Such notice shall be effective upon receipt by the Company.

Section 22 - Effective and Termination Date

This agreement shall be effective from October 1, 2002 to September 30, 2005. If either party desires to modify or terminate this Agreement, it shall give written notice to the other, sixty (60) days prior to September 30, 2005. If neither party gives notice provided herein, the Agreement shall continue in full force and effect from year to year subject to sixty (60) days written notice by either party prior to September 30th of any subsequent year.

Section 23 - Entire Agreement

This Agreement, when accepted by the parties hereto and signed by the respective agents thereunto duly authorized, shall constitute the sole agreement between them involving the employees of this bargaining unit.

Any alteration or modification of this Agreement must be by and between the parties hereto and must be in writing.

For the Company:

YODER BROTHERS, INC.

For the Union:

GENERAL TEAMSTERS, WAREHOUSEMEN

HELPERS UNION LOCAL #890

By [Signature]

By Rita Goolsby

By Tom Hanksch

By Rita J. Goolsby

By

By [Signature]

By Steve J. Harris

By [Signature]

By Blodimir Baccio

By [Signature]  
Raf Tomimbang

ADDENDUM "A"

HIRING RATE AND RATE PROGRESSION SCHEDULE FOR NEW EMPLOYEES  
HIRED 10-01-02 OR LATER

<u>EFFECTIVE</u>		<u>CAT I</u>	<u>CAT II</u>	<u>CAT III(A)</u>	<u>CAT III</u>
11-03-02	Hire	7.25+	7.40+	7.60+	7.80+
	30 Days	7.80	7.95	8.15+	8.35+
	One year	8.35	8.45	8.65+	8.85+
10-05-03	Hire	7.45+	7.60+	7.80+	8.00+
	30 Days	7.95	8.10	8.30+	8.50+
	One year	8.55	8.65	8.85+	9.05+
10-03-04	Hire	7.65+	7.80+	8.00+	8.20+
	30 Days	8.10	8.25	8.45+	8.65+
	One year	8.75	8.85	9.05+	9.25+

ADDENDUM "A" Continued

CATEGORY I

Standard Production work which, while requiring no special skills or knowledge, does require the ability to perform satisfactorily more than one function.

Nov. 3, 2002

Oct 5, 2003

Oct. 3, 2004

8.35 Base

8.55 Base

8.75 Base

CATEGORY II

Requires the periodic exercise of an appreciable degree of (1) Special knowledge and effort not exercised by Category I workers. (2) Versatility (i.e., ability to perform satisfactorily many varied functions). Jobs in Category II include:

8.45 Base

8.65 Base

8.85 Base

Media Prep	SQC Statistics	Janitor
Scouting	Assistant Grower	Production Material Handler
Perennial Pinch Machine Operator		

CATEGORY II (a)

Requires knowledge and skills specific to:

<u>Maintenance Helper</u>	Lift Truck Driver	Tractor Driver
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Base 8.65  
or  
More

Base 8.85  
or  
More

Base 9.05  
or  
More



ADDENDUM "A" Continued

CATEGORY III

"Skilled/Advanced" employees whose jobs demand the continual exercise of a high degree of: (1) special skills related to the job and/or (2) versatility (i.e. ability and knowledge to perform satisfactorily all necessary functions within the job). This includes but is not limited to:

Skilled Maintenance	Night Temperature
Night Boiler Operator	Advanced Grower
Advanced Propagator	Stockroom Attendant/Truck Driver
Cooler Clerk	

Nov. 3, 2002

Base \$8.85  
or  
More

Oct 5, 2003

Base \$9.05  
or  
More

Oct. 3, 2004

Base \$9.25  
or  
More

Job openings in Category II, II (a) and III will be continuously posted on the Company bulletin boards. Such posting will contain a description of the requirements of the job. Employees who feel qualified and who desire one of these jobs may sign the posting. All applicants will be considered when an opening in the job occurs and the job will be awarded to the employee with the highest seniority provided such employee has qualifications equal to or greater than employees with less seniority. Employees who are removed from their job/classification due to a seasonal reduction shall be placed back to their original job/classification without bid when opening occurs provided not more than 12 months have lapsed.

It is understood and agreed by the Company and the Union that no employee who progresses to a posted job will be permitted to leave his posted job and bump any other employee from the employee's job. However, within 90 days, employees who do not want to remain on the job for which they signed, or who do not qualify for that job, will be returned to the classification which they left, and the employee who filled the vacated job will be returned to his/her previous position even though he/she may have higher seniority. An employee who successfully qualifies for another lateral job in the same Category will not be able to bid for another lateral job for six(6) months. If no employee has the required qualifications for the job opening, or if no employee signs, the Company will then attempt to hire a qualified employee.

For temporary assignments to the jobs listed in Category III, the following will apply:

A. For assignments of 15 working days or less the Company will select the most senior, qualified person available whose services are not required on the employee's own job.

B. For assignments beyond 15 workings days the Company will follow the posting procedure and emphasize that the posting is temporary. It is agreed that assignment to such temporary opening is dependent upon whether the services of the senior applicant are required on the employee's own job and is therefore not available for the temporary assignment.

ADDENDUM "B"

NEGOTIATED WAGE AND JOB PROGRESSION FOR

CREW LEADERS.

Crew leaders will be granted an increase of 50¢ per hour above category I base rate during and/or no later than sixty (60) days of satisfactory performance after appointment to the job.

An additional 50¢ per hour will be granted during and/or no later than one (1) year of satisfactory performance dating from the first day of appointment as a Crew Leader. It is understood and agreed that the first year of wage progression for the above mentioned Crew Leaders will not prohibit further individual merit increases after completing one (1) year as a Crew Leader.