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Union UFW (United Farm Workers of America) AFL-CIO

Local

Occupations Represented
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Bargaining Agency Bruce Church, Inc.

Agency industrial classification (NAICS):

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Notes

Contact

Full text contract begins on following page.

AGREEMENT

BETWEEN

BRUCE CHURCH, INC.

AND

UNITED FARM WORKERS OF AMERICA, AFL-CIO

June 3, 1996 to June 2, 2001

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PREAMBLE

This Agreement is between BRUCE CHURCH, INC., hereinafter referred to as the "**Employer**" or "Company", and the UNITED FARM WORKERS OF AMERICA, AFL-CIO, hereinafter referred to as the "Union".

ARTICLE 1 - RECOGNITION AND SCOPE OF BARGAINING UNIT

1.1 The Company will make known to all workers, supervisors, and officers, its commitments as set forth above with respect to recognition of **the Union**.

1.2 Upon entering into this Agreement, the Company shall immediately make known to its employees, supervisors and officers, its commitments as set forth above with respect to recognition of the Union, and the Union similarly shall immediately make known to all covered employees, its agents and officers its and their commitment to comply with the provisions of this Agreement. Neither the Company nor its representatives will interfere with the right of any employee covered by this Agreement according to sections 1.1, 1.2 and 1.3 to join or assist the Union, so long as such employee action is not prohibited by applicable law or other applicable provisions of this Agreement.

1.3 The Company recognizes the Union as the sole and exclusive representative certified under the ALRA representing all of its employees in the collective bargaining unit covered by this Agreement, as set forth below, for the purposes of collective bargaining in respect to wages, hours and other conditions of employment pursuant to and as required by the Agricultural Labor Relations Act of the State of California.

1.4 The UFW was certified to represent all agricultural workers of the Employer in the State of California by the Agricultural Labor Relations Board.

1.5 Specifically excluded from coverage are supervisors, as defined by the ALRA of 1975, Section 1140.4(j); office and clerical employees; security guards.

1.6 The Company shall notify the Union, upon request, of the exact locations of the Company's agricultural operations in California.

ARTICLE 2 - UNION SECURITY

2.1 It shall be a condition of employment that all employees of the

Company covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain in good standing. Those who are not members on the effective date of this Agreement shall, within five (5) calendar days following the execution hereof, become and thereafter remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after the execution hereof shall, within five (5) calendar days following the beginning of such employment, become and thereafter remain

members in good standing in the Union. The Company shall furnish the Union, within ten (10) working days after the execution of this Agreement, a written list of its then working employees, including names, addresses on file with the Company, social security numbers and job classifications.

2.2 The Company shall furnish employees at the time of hire membership applications and dues check-off authorization forms as provided by the Union. The Company shall also advise new employees that it is a condition of their employment that they must become and thereafter remain members in good standing in the Union immediately following five (5) continual days after the date on which they are hired. An employee who fails to become a member of the Union or whose membership in the Union is terminated shall, after the Company's receipt of written notice from the Union, be discharged or suspended and shall not be re-employed until the Union notifies the Company in writing of the employee's good standing status. If the Union withholds membership from any Company employee for any reason except for failure to meet the requirements of good standing as defined in 2.7, all obligations of the Company prescribed in this Article shall be inoperative with respect to such employee.

2.3 Upon written authorization by the employee, the Company shall deduct Union dues. During the term of this Agreement, the Company shall make such deductions from employee's pay for the payroll period in which it is submitted, provided that it is submitted in advance of the close of the pay period, and periodically thereafter as specified on the authorization so long as such authorization is in effect, or the length of this Contract, whichever period is the shorter, and shall remit monies monthly. The Company shall provide a monthly summary report as soon as possible, but not later than the fifteenth (15th) day after the end of each month containing the names of the employees, social security numbers, payroll periods covered, gross wages, total hours worked per employee, total number of employees and amount of Union dues deducted during such pay periods from each employee. Union will furnish the forms to be used for authorization and will notify the Company in writing of regular dues uniformly required more than five (5) days before the effective date of any change.

2.4 The Company's obligation to make such deductions shall terminate (a) in the event the employee shall cease to be an employee in the bargaining unit, or (b) upon receipt by the Company of a written revocation by the employee of his/her authorization card or (c) the expiration date of the authorization card or (d) upon the expiration date of this collective bargaining agreement. Nothing in this Contract shall preclude the continued deduction and remission of dues, as herein provided, beyond the termination of this contract so long as both the Company and the Union mutually agree to it.

2.5 The Union shall indemnify and hold the Company harmless from and 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.

2.6 Should the provisions contained in 2.1 or 2.2 become unlawful, the parties agree to modify said provisions so as to provide the maximum security and check-off allowed by law, provided, however, that the limits in 2.7 shall not be exceeded.

2.7 It is agreed by the parties hereto that the timely payment or tendering of dues, assessments and initiation fees to the IUnion, in amounts customarily and regularly charged by the Union to all its members regardless of employer, shall constitute the sole criterion upon which "good standing", as that term is used in this Agreement, shall be determined.

ARTICLE 3 - HIRING

3.1 The Employer agrees to use a centralized hiring facility operated by the Employer whereby it shall secure all new or additional workers on a non-discriminatory basis in accordance with Article 9.3 - Discrimination. New or additional workers shall mean any worker not on the Seniority List. Such facility shall be centrally located and easily accessible to workers. The Employer shall notify the Union of the address and telephone number of its hiring facility and the name of the person or persons designated to have exclusive authority to hire new or additional workers.

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

3.3 There shall be no hiring through labor contractors unless permitted in Article 10.3 - Labor Contractors and Subcontracting of

3.4 If the Employer needs new and additional workers to perform work covered by this agreement, the Employer shall notify the Union in writing of the estimated number of workers needed, the type of work to be performed, the estimated date the workers are needed, the approximate duration of the work, the rate of pay, and the date and hours when applications will be accepted. A copy of such notice shall be supplied to the Ranch Committee and shall be made available to the public by posting at the Employer's hiring facility and bulletin boards, at least forty-eight (48) hours before the day workers are needed. In the event the Employer cannot obtain the workers needed through its hiring facility, the Employer shall request workers from **the Union** before hiring from any other source.

3.5 The Employer and the Union agree on a hiring procedure as follows:

3.5.1 Hours of business for accepting job applications and hiring at the hiring facility shall be **regular, uniform, and** convenient to workers.

3.5.2 Before being hired, a person desiring work shall fill out the job application at the hiring facility.

3.5.3 Application shall include the prospective employee's name, address, social security number, telephone, if any, job classification(s) being applied for. Application form shall be in English, Spanish and such other language as may be needed.

3.5.4 Upon completion of the application, it shall be signed by the prospective employee, and by the Employer hiring agent, who shall also stamp the date and time the job application was filled out. A copy of the application shall be given to the applicant.

3.5.5 The Employer may hire applicants based on experience, qualifications, oral interview, and positive verification of previous employment. Applicants equally meeting these requirements will be hired in order of application. The Employer shall, before hiring a new worker for such job, follow the procedure in Article 4 - Seniority which applies to seniority workers. If there are not enough applicants who meet these requirements and the Company chooses to fill the positions at that time, workers shall be hired in order of application.

3.5.6 Whenever Employer determines it is necessary, Employer will give notice in accordance with this article that Employer is accepting applications for work. Employer will establish a list of those qualified applicants in order of their application. Such list will be available for inspection by applicants or Union. When new hires are needed, Employer will offer positions to applicants in the order they appear on the qualified for employment list.

3.5.7 After hiring, supervisors will fully explain the job duties and requirements.

3.5.8 All job application forms shall be numbered in order of receipt and filed in numerical order.

3.5.9 Union representative shall have access to the facility to see hiring records upon reasonable notice to the Company.

3.6 At the time of hiring, the Employer will comply with its responsibilities under Article 2 - Union Security, and shall advise new workers that they must become, and thereafter remain, members in good standing in the Union immediately following five (5) continual days after the beginning of their employment. The Employer will immediately give a copy of the membership card and dues checkoff authorization card to the worker. The Union will furnish to the Employer forms to be used for membership application and dues checkoff authorization. The Employer shall notify the Ranch Committee and the Union in writing of all new workers within two (2) days of the date of hire.

ARTICLE 4 - SENIORITY

4.1 General Seniority Provisions

4.1.1 Company seniority shall reflect length of time work~^ for the Company, regardless of type of work performed except

that it must have been in a type of work covered by this Agreement. Company seniority shall be attained, with date of hire being the Company seniority date, when the employee has attained classification seniority in any classification as hereinafter prescribed. Company seniority shall be lost if: (1) it is voluntarily given up, (2) the last classification seniority held is lost for any reason, (3) the employee is discharged for just cause, (4) the employee fails to return from a leave of absence, or (5) the employee accepts a supervisory position with the Company in which he/she continues to be employed for a period exceeding three (3) consecutive months or from which he/she is terminated for just cause.

4.1.2 Classification seniority shall reflect the length of time worked for the Company in a specific job classification in a specific area. Classification seniority shall be attained, with the first date worked in the classification being the classification seniority date, when the employee has worked One Hundred and Eighty (180) hours in the classification within a period of Ninety (90) consecutive calendar days during which that classification was actively working. Hours to be counted as hours worked for this purpose shall be actual hours worked, paid call time, paid standby time, paid travel time. An employee who works the Huron fall/spring season may combine two consecutive seasons worked in Huron for purposes of determining hours worked for seniority on the Huron seniority list. An employee may hold more than one classification seniority simultaneously. A classification seniority shall be lost if, with respect to that particular classification, the employee (1) voluntarily gives it up, or (2) fails to respond to a recall notice as elsewhere herein provided, or (3) declines for any reason, other than to remain employed by the Company in another classification wherein he/she is presently working, to report for work pursuant to a recall. Classifications in which employees may hold classification seniority are those indicated by "X" in Addendum B attached to this Agreement. All questions regarding seniority shall be prospective from the date that the contract is signed.

4.2 Rights. Obligations and Procedures Pertaining to Layoffs

4.2.1 Layoffs for more than two (2) weeks due to lack of work in any classification shall be in classification seniority order among those employees then working in the classification starting with the employee holding the least classification seniority. The Company may modify the application of seniority order here only to the extent required to retain any employee with the special skills required to accomplish the work remaining in the classification affected by the layoff. (An example of "special skills" is a driver of a laser machine.)

4.2.2 Short-term **layoffs** of whole crews for lack of work may be made on a rotational basis among all crews in the classification without regard to seniority provided no one crew is off for longer than two (2) weeks at a time within the rotation, and provided available work is reasonably uniformly allocated over all crews in the classification.

4.2.3 A seniority employee may be laid off out of seniority order at the end of an operating season in an area if the employee so requests, provided there are in the Company's opinion, sufficient qualified employees to complete the work anticipated by the Company.

If such request is granted by the Company, the laid-off employee may return to work to the classification from which the layoff was made pursuant to his/her seniority rights in a subsequent recall to that classification.

4.2.4 When an **employee is laid off under any of the above layoff** provisions, the employee shall be given a written notice of the layoff, and a copy shall be sent to the Union. The employee shall also be required to fill out a recall form with his/her name, Social **Security number**, employee number, and the mailing address to which notice of recall is to be mailed. If this address changes while the employee is on layoff, it shall be the employee's responsibility to so notify the Company by written communication.

4.3 Rights. Obligations and Procedures Pertaining to Recalls

4.3.1 Recalls from layoff shall be made in classification seniority order from among those employees holding classification seniority in the classification applicable to the jobs to be filled. The Company may deviate from classification seniority here only to the extent of its requirements for any specialized skills in the classification to which the recall applies. (An example of "specialized skills" is a driver of a laser machine.)

4.3.2 The desire of any employee to remain with any crew or **classification** in which he/she is then presently working and in which he/she has been a regularly working employee for at least the fourteen (14) days immediately preceding the recall shall take precedence over any obligation the employee might have to report pursuant to a recall to another classification. Any employee who chooses to exercise this privilege shall not lose classification seniority in the classification to which recalled, provided he/she notifies the Company of such choosing in his/her response to the recall. Any employee choosing to exercise this right may thereafter move into the classification for which the declined recall was issued only pursuant to a subsequent recall.

4.3.3 The Company shall not be required to issue a recall, regardless of seniority considerations, to any employee then presently working in an established crew in a like classification.

4.3.4 When an employee is recalled from layoff or from employment with the Company in another classification, the Company will mail a written notice of recall to the employee's last known mailing address, or if the employee is at the time working for the Company in some other classification the Company may deliver the recall notice at work. This notice will contain the employee's name,

Social Security number, employee number, the classification to which he/she is being recalled, the approximate date to report for

work, and reporting instructions. This recall notice will also show the phone number through which the recalled employee should acknowledge the recall and get the exact starting time when the starting time is established. A copy of the notice of recall shall be sent to the Union.

4.3.5 Seniority employees shall have fourteen (14) days from the date of mailing of the recall notice, or the date of personal service upon the employee if the employee is then working for the Company, to respond to the notice. If the non-working recalled employee fails to respond within this period, or if the non-working employee fails to report as instructed, or if the notice of recall is not delivered because of a change of address of which the Company was not timely notified as required in Section 4.2.4, then the Company seniority shall be lost.

4.3.6 The Company shall not be obligated to issue a recall for any job which it reasonably expects will not last beyond the fourteen (14) days allowed herein for responding to a recall, but may use for such work temporary employees. However, such temporary employees may be displaced by any unemployed employees holding the appropriate classification seniority, in order of that classification seniority, who make themselves available for the job involved.

4.4 Except as otherwise expressly provided in this Article, seniority shall not be used to bump working employees in any classification. The parties also agree that employees who move from one area to another shall not displace workers who establish seniority in a particular area.

4.5 All permanent job vacancies, which are defined for purposes of this section as vacant jobs which may reasonably be expected to last longer than fourteen (14) days, shall be filled by the following procedures taken in the order here presented:

4.5.1 By recall as provided in 4.3 above.

4.5.2 By offering the vacancies to those employees holding the highest Company seniority on the applicable classification application list, and who are analified for the work required. The Company decision as to qualifications shall be final unless capricious and arbitrary, or made in violation of the discrimination clause of this contract. Such offerees shall have fourteen (14) days from the mailing date or date of personal service of the notice of offer to report for the available vacancy. Offerees who accept any offer made hereunder shall attain seniority in the new classification according to 4.1.2, and shall retain all previously held classification seniority as well unclil it might be lost as elsewhere provided in this agreement.

4.5.3 By offering the jobs to any temporary employees then filling the vacancy temporarily in accordance with 4.6, provided that **in the Company's judgment the temporary employee is qualified to perform the work required.**

4.5.4 By any other means directed by the Company.

4.6 The Company may fill any permanent job vacancy with temporary employees of its choice while steps 4.5.1 and 4.5.2 above are undertaken to fill said vacancy.

4.7 The Company may refuse to assign any employee to a job for which the Company determines the employee is not qualified in the particular duties or functions required.

4.8 Employees may transfer between established crews only with the approval of the Company.

4.9 On any day when equipment breakdowns, abnormal field or production problems, or employee shortages which place a crew at less than its normal compliment would cause a reduction in efficiency, productivity or product quality, the Company may move employees between jobs in the crew as it deems necessary to minimize such reductions.

4.10 Any employee rehired after loss of all seniority as provided in this Agreement will establish new seniority only in accordance with 4.1.1 and 4.1.2.

4.11 The Company shall maintain classification application lists for each classification, and shall forward copies thereof to the Union each quarter. These lists shall be kept at the Company's Salinas Headquarters and shall be accessible to employees at the Salinas Personnel Office or by phone through the BCI Employee Communications Center in Salinas. Employees holding Company seniority may have their names entered on any classification application list for a classification in which the employee does not already hold, and has not held in the previous twelve (12) months, classification seniority by notifying the Company of such desires in writing. Names shall be removed from the lists if: (a) the employee is terminated with loss of Company seniority, (b) the employee declines for the second time to accept a position offered from the lists, (c) the employee requests his name be removed, or (d) the employee accepts a position offered from the list. An employee's name must have been on the appropriate list prior to any announcement by the Company of a **vacancy to be** filled therefrom in order to qualify for consideration for the vacancy.

4.12 A seniority list for each classification shall be sent to the Union by the Company within twenty (20) days of the execution of this agreement and once each quarter thereafter. Such lists shall show the names in classification seniority order of each employee holding seniority in the classification, Social Security number, classification and Company seniority dates. At the time each set of seniority lists are sent to the Union, a full set shall be posted at each Company office where it shall be readily accessible to employees during office hours and on a bulletin board at the pick up points. Employees shall be responsible for notifying the Company of their address if those shown on these lists are not accurate, and the Company may rely fully on the addresses on these lists for all purposes indicated in this Agreement. Any dispute arising from these lists regarding seniority dates may be taken up directly with the Company, or may be made the subject of a grievance against the Company in accordance with the Grievance and Arbitration Article of this Agreement. A grievance on a seniority date, however, shall be considered untimely and therefore waived if the grievance is not filed within fifteen (15) days after the posting of the first

seniority list on which the alleged error is shown, or within fifteen (15) days after the aggrieved employee returns to work if the employee was on layoff or authorized leave of absence when the first list containing the alleged error was posted.

4.13 It is understood that the Company and the Union may enter into written agreements making deviations from these seniority provisions regarding application of seniority, but it is also understood that neither the Company nor the Union are obligated or committed in any way to agree to such deviations. .

4.14 Notwithstanding any other provisions of this Article, all seniority shall be lost by any employee who does not work for the Company in any 18-month period, starting with the implementation of this Agreement.

ARTICLE 5 - GRIEVANCE AND ARBITRATION

5.1 The following grievance and arbitration provisions shall be effective upon execution of this Agreement. The parties to this Agreement agree that all disputes which arise between the Company and the Union out of the interpretation or application of this Agreement shall be subject to the Grievance and Arbitration Procedure. The parties further agree that the Grievance Procedure of this Agreement shall be the exclusive remedy with respect to any disputes arising under this Agreement, and no other remedies shall be utilized by any person with respect to any dispute involving this Agreement until the Grievance Procedure has been exhausted.

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

5.3 Step One: Any grievance arising under this Agreement shall be immediately taken up between the Company supervisor, the affected worker, and the union representative involved. They shall use their best efforts to resolve the grievance. In the event the grievance is not immediately satisfactorily resolved the grieving party shall reduce the grievance to writing and set forth the nature of the grievance. A grievance regarding discharge must be filed in writing within nine (9) calendar days of the occurrence of the grievance. The Company will notify the union within seventy-two (72) hours after the discharge. All other grievances must be filed in writing within twenty (20) calendar days of the occurrence of the grievances or within twenty (20) calendar days of discovery thereof.

The failure of the grieving party to file a grievance within the time limits specified in this paragraph shall waive the grievance.

All written grievances shall include the following information:

1. Section or sections of contract alleged to have been violated.
2. Action or actions claimed to have violated contract.
3. Remedies sought.
4. Persons in the grievance.

5.4 Step Two: Any grievance not resolved in the First Step shall be discussed in a meeting between the Union and the Company representative delegated to resolve such matters not later than

sixteen (16) calendar days after the filing of the grievance. If the - grievance is not satisfactorily resolved in such meeting, the party receiving the grievance shall give a written response to the other regarding its position including reasons for denial within twelve (12) calendar days from the close of the Step Two meeting. If the party receiving the grievance fails to respond, the grievance is deemed denied and the grieving party may move to Step Three.

5.5 Step Three: If the grieving party is not satisfied with the written response, it must file a written notice to the other party within sixteen (16) calendar days of the receipt of such written response. Failure to file within said time period shall waive the grievance. If timely written notice of appeal is given, the matter shall be referred to arbitration. The arbitrator shall consider and decide the grievance referred to him/her. The arbitrator shall not have the authority or jurisdiction to modify, add to, or detract from, or alter any provision of this Agreement.

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

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

Selection of the Arbitrator: Either the Company or the Union may request a panel of nine (9) arbitrators from the State Mediation & Conciliation Service.

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

ARTICLE 6 - NO STRIKE CLAUSE

6.1 There shall be no strikes, slowdowns, boycotts, interruptions of work by the Union nor shall there be any lockout by the Company.

6.2 If any of said events occur the officers and representatives of the Union and/or Company, as the case may be, shall do everything within their power to end or avert such activity.

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

ARTICLE 7 - DISCIPLINE AND DISCHARGE

7.1 The first five (5) consecutive work days of employment for a new non-seniority employee shall be considered as a probationary period. The Company may discharge such new employee during this five (5) consecutive work day period for poor work performance or any other non-discriminatory reason and such employee shall not have recourse to the grievance and arbitration procedure in order to dispute the discharge.

7.2 The Company shall have the sole right to discipline and discharge workers for just cause. No worker shall be disciplined or discharged except for just cause.

7.3 Prior to any discharge or suspension, the Company shall notify the steward or other union official and such union representative shall have the right to be present when formal charges are made, if they so desire. Provided, however, if a situation occurs in a remote area, wherein the Company deems it necessary to take action and no steward or Union representative is available, the Company may take action and must give written notice within the time limit in Paragraph 7.4 below.

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

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

ARTICLE 8 - LEAVES OF ABSENCE

8.1 Except as otherwise required by law, leaves of absence without pay not to exceed two (2) months, 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 showing of reasonable and imperative need for additional time. In the event more employees request leave for personal reasons than can be spared by the Company at one time, such leaves, to the extent they are granted by the Company, shall be granted according to Company seniority, with precedence over seniority being applicable only in cases of requests for emergency leave.

8.2 Leaves of absence not in excess of three (3) days may be granted orally or in writing 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 a Company representative, and the employee requesting such leave, in triplicate - one copy for the employee, one for the Union, and one for the Company.

8.3 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. If the employee on such leave fails to return therefrom, the opening shall be filled according to Article 4 - Seniority.

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

8.5 Employees granted leaves in excess of two (2) months for any reason other than medical reasons may return to their pre-leave job only in accordance with their seniority rights to that job.

8.6 Leaves of absence shall not be granted for, or used by, employees who work elsewhere, employees who are incarcerated, or employees who venture into business.

8.7 Leaves of absence shall be granted or extended upon illness of an employee substantiated by a valid doctor's certificate satisfactory to the Company. Proof of medical necessity other than a valid doctor's certificate satisfactory to the Company shall be acceptable only with the mutual consent of both the Union and the Company.

8.8 An employee's appointment or election to an office or position in the Union for a period of continuous service with the Union shall be deemed good and sufficient reason for obtaining a leave of absence, **maximum of five** (5) employees at any one time, for a maximum period of one year, during which the employee must be continuously conducting Union business. Five (5) days written notice must be given the Company before an employee takes leave to accept such office or position. The Company will grant leaves without pay to one employee from each crew for one period each year of not more than five (5) consecutive days to attend the Union's annual Constitutional Convention provided the Company is advised in writing at least five (5) calendar days ahead of the first day of such leave of the names of the employees to whom the leave is to be granted.

8.9 The Company may grant a leave of absence without pay of up to one (1) year to not more than five employees at a time for the purpose of enrolling in formal educational or training programs approved by the Company as being directly related to agricultural work of the sort accomplished by the bargaining unit covered by this Agreement.

8.10 Leaves of absence shall be granted for U.S. military service according to applicable laws.

8.11 Maternity leave will be granted to the extent required by applicable law.

8.12 All Leaves of absence are without pay. Seniority shall continue to accumulate during approved leaves of absence.

8.13 Funeral Leave: In the event of a death in the immediate family (father, mother, child, brother, sister, husband or wife, mother in law, father in law, grandfather or grandmother) in order to make funeral arrangements and/or to attend the funeral, a seniority employee in the active employment of the Company shall be paid for up to three (3) days at eight (8) times his/her base hourly rate for each day if they were scheduled to work on those three (3) days. However, in cases where the funeral requires travel of more than three **hundred** miles (300) one way an additional one-day leave with pay on the same basis shall be granted. No extra pay allowances will be made for multiple or simultaneous deaths or funerals occurring within such three-day period. A leave of absence

without pay shall be granted, upon request, for additional time as the employee requires, pursuant to Article 8 - Leaves of Absence.

8.14 A death certificate or other evidence of death is required by the Company.

8.15 To be eligible for such paid funeral leave, such employee must be a seniority employee and have worked for the Company on five (5) days during the two (2) weeks preceding the week of the funeral.

8.16 Jury DuLv: When an employee is first notified of a call for jury duty, the employee shall immediately inform the Company in writing of such notification. A seniority employee shall thereafter receive payment as hereinafter provided.

8.17 If a seniority employee is subpoenaed as a witness by the Company in a civil court proceeding in any legal proceeding not between the parties, he/she shall receive payment as hereinafter provided.

8.18 Payment by the Company in either of the above two (2) cases shall be the difference between eight (8) hours straight time base hourly rate of pay, and the payment made to such employee as a juror or witness for those days on which the employee would have worked, up to a cumulative maximum of five (5) days in any two-year period.

8.19 To receive pay under this provision, the employee must provide the Company with a copy of notice summoning him to appear and if so requested, documentary evidence of the amount of fees received for performing such service.

ARTICLE 9 - WORKING CONDITIONS AND SAFFTY

9.1 Safety and Health

9.1.1 The Company will comply with all applicable laws relating to the health and safety of farm workers.

9.1.2 The Company agrees to comply with SB 198 regarding illness and injury prevention.

9.1.3 The use of chemicals injurious to farm workers must be used so as not to cause injury to workers. Therefore, the Company shall maintain in its area office(s) and shall make available to its workers, the following information and shall make such information available to the Union upon request:

- 1) Location of field treated with injurious materials;
- 2) Name of material used by brand name and chemical name, and registration number;
- 3) Date and time material was applied and its formulation;
- 4) Amount of material applied and its formulation and concentration;
- 5) Method of application;
- 6) Applicator's name and address, if any, and
- 7) Safe re-entry date and time after application.

Re-entry into treated fields shall be in accordance with label requirements. Workers shall be advised of applicable re-entry periods. No worker shall be required or permitted to re-enter a field during the prohibited period, nor shall the worker refuse to re-enter thereafter.

9.1.4 Upon request of either party hereto, a Health and Safety Committee shall be formed, which shall consist of not more than three seniority employee members designated by the Union and three persons designated by the Company. The Committee may discuss and exchange information and make recommendations to the Company on health and safety matters which affect employees. The Company shall make the final decision concerning any recommendation of the Committee. The Company reserves the right to implement a safety incentive program at any time the Company deems necessary. The program's purpose is to reduce the number of workers accidents. The structure and content of the program will be decided by the Company and is subject to change or termination at any time by the Company.

9.1.5 No employee shall be required to work in any situation which would materially and immediately endanger his or her health or safety.

9.1.6 There shall be adequate toilet facilities, separate for men and women in the field readily accessible to workers, that will be maintained by the Company in a clean and sanitary manner.

9.1.7 Suitable, cool, potable drinking water shall be provided to employees, and shall be located as **conveniently** for employees as is reasonably practical at the work location. Water shall be provided in cool cans or equivalent containers. Individual paper drinking cups shall be provided. The term "potable" as used herein shall mean water that meets applicable governmental standards.

9.1.8 Company shall make the necessary provisions for the safety and health of its employees and will maintain adequate medical and first aid services to care for accidents and minor illness occurring while at work.

9.1.9 When Company employees apply organosphosphates, cholinesterase tests will be given to those employees at Company expense at the frequency specified in applicable laws and regulations. Results of a test will be given to the authorized Union representative, upon request, in each case.

9.1.10 Crew buses will be swept out daily.

9.1.11 Stitches, wrap machines, and haul trucks shall be equipped with backup warning alarms. Exhaust pipes and mufflers on such equipment shall be modified if necessary to prevent harm to workers from exhaust. Roll bars or protective cages will be provided as required by law.

9.1.12 No employee shall remove or damage any safety device or equipment nor shall any employee misappropriate or intentionally damage any tools, machinery, equipment or protective garments issued by the Company. Any employee who violates this section or refuses to comply with safety rules and regulations

promulgated by the Company from time to time shall be subject to discipline which may include discharge.

9.1.13 Employees must cooperate with the Company in keeping their work areas, crew buses, and toilet facilities clean and sanitary.

9.1.14 Company employees shall maintain and operate Company vehicles in accordance with applicable safety laws and regulations. The Company shall repair, as quickly as possible, equipment it is using which does not meet legal safety standards. Discrepancies related to such safety standards should be reported in writing to the designated Company supervisor.

9.1.15 Any violation of this Article shall be subject to the Grievance and Arbitration Procedure.

9.2 Injury on the Job

9.2.1 The Company will provide transportation in accordance with its past practice to the closest medical facility on the day of the injury for an employee injured at work and requiring immediate professional medical treatment during working hours.

9.2.2 If the Company requests, the employee will provide proof satisfactory to the Company from the treating doctor establishing that the employee was unable to return to work because of an injury sustained on the job at the Company. Further, the Company may require medical certification satisfactory to the Company of the fitness for work of an employee injured on the job before putting him/her back to work.

9.2.3 If an employee experiences a job related illness or injury which requires an absence from work of five (5) consecutive days or more, and the Company feels that such injury or illness could recur, the Company may move that employee to another job or to another classification, as it determines appropriate to prevent such recurrence.

9.3 Discrimination

9.3.1 The Company agrees not to discriminate against any employee because of race, color, religion, sex, age, national origin, creed, sexual orientation, medical condition, physical or mental disability.

9.3.2 The company agrees not to discriminate against, interfere with, restrain, or coerce employees because of membership or lawful activity in the Union, not in conflict with this Agreement, or for refusal to participate in or engage in any and all Union activities except those specifically mandated by Article 2 - Union Security.

9.4 Maintenance of Standards

9.4.1 Except as modified by this Agreement, the Company agrees that all conditions of employment relating to wages, hours of

work, general working conditions and fringe benefits shall be maintained at not less than the highest standards maintained by the Company at the time of signing, and such conditions of employment shall be extended to new locations added by the Company.

9.4.2 The Company agrees to observe all past and established practices favorable to workers or embodying procedures protective of workers rights, except as altered by this Agreement or other mutually agreed upon change.

9.5 Protective Clothing

9.5.1 The Company shall furnish legally required safety equipment and protective clothing (including raincoats, rainboots, overboots, rainpants and rainhats) when required to perform the work, and gloves and knives for harvest crews as necessary. Exchanges shall be made at no cost to the employees subject to the provisions of this Article. The employee shall be responsible for returning items provided prior to receiving his/her last check, such items to be returned in good condition, reasonable wear and tear incurred at work excepted. Employees who do not return or exchange such equipment or protective clothing will have the actual cost deducted from their paycheck.

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9.5.2 In applying this Protective Clothing Article, the parties agree that for field employees engaged in lettuce harvesting activities which require them to work on the ground for most of their working hours in the performance of their duties in a manner which continuously places their feet in an excess of moisture, the Company will provide footwear suitable in its determination for protection against said moisture subject to the following provisions:

(a) The parties agree that the Company's providing of such foot protection is established on the condition of good faith of both parties to achieve the intended purpose where necessary as set forth herein, and to prevent any and all abuses of such which would cost the Company monies in excess of what is required to achieve the above-indicated objectives.

(b) The parties agree that the Company may retain from the last paycheck of each employee to whom such boots or overboots are issued an amount equal to the price paid by the Company for such and that the employee will execute a written authorization to deduct such amount if the boots

or overboots are not returned. The parties further agree that the Company shall deduct such amount if the employee does not return the equipment in good condition, normal wear and tear excepted, upon termination of the employee's employment. To avoid the

necessity of **extensive** administrative procedures, said equipment, once issued, will be the exclusive responsibility of the employee until returned upon termination of the employee's employment. Employees will be provided replacement boots at actual cost to the Company when the employee authorizes, in writing, deductions of that amount from his current earnings.

9.5.3 The parties agree that the Company's lettuce harvesting procedures as historically performed require no more protective clothing than the protective footwear herein provided, and therefore the Company shall not be required to provide any additional protective clothing related to weather conditions.

9.5.4 On all equipment, tools, etc. furnished employees, the Company may, at its option, require either a reasonable deposit or an authorization to deduct a reasonable sum equal to the cost of the item furnished to be deducted from the employee's last check or wages owed at the time if the employee does not return the item, when requested by the Company, in good condition, subject to reasonable wear and tear.

9.5.5 Whenever any equipment, tools or clothing are provided under this Article which are not routinely returned to the Company daily, it shall be the responsibility of the employee to whom provided to bring same to work each day and to have same available for his/her use when needed.

ARTICLE 10 - MANAGEMENT AND UNION RIGHTS

10.1 Management Rights

All the functions, rights, powers and authority of the Company which it possessed prior to certification of the Union, and prior to this Agreement, are recognized by the Union as being retained by the Company to the extent they are not modified by this Agreement, 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 to be employed 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 crops and acreage to be farmed, grown or harvested, the right to subcontract, the right to **enter into** or drop out of joint and/or grower arrangements of any sort with any party, 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.

10.2 New or Changed Operations

10.2.1 In the event the Company, during the term of this agreement, implements within the bargaining unit (1) a new or **changed** employee classification different from those specified in employee classifications existing on the date of execution of this agreement, or (2) the use of a container or packing procedure which involves a unit count different from those covered by this

agreement or which requires different employee skills than are required for containers and packing procedures in effect on the date of execution of this agreement, or (3) the harvesting of a new commodity not covered by Addendum A of this agreement, or (4) an operation which requires of employees different skills and/or degree of work difficulty than required by operations as historically practiced at the Company, or (5) the employment by the Company of different specialized equipment, then the Company shall notify the Union within seven (7) days of such implementation giving a description of the change, any modifications to working conditions involved, and the pay rates it has implemented, if any, pursuant to the change.

10.2.2 A period not to exceed sixty (60) days after notice to the Union as required in 10.2.1 shall be deemed an experimentation period with respect to the new or changed operation announced in said notice. During this experimentation period the Company may adjust the pay rates and/or working conditions related to the new or changed operation, provided it keeps the Union advised of such changes.

10.2.3 Within fifteen (15) days after the end of the experimentation period described in 10.2.2, the Union shall give notice to the Company if it does not agree with the pay rates and working conditions established by the Company relative to the new or changed operation, and the Company shall thereafter meet with the Union to attempt resolution of whatever differences there may be between the parties regarding said pay rates and working conditions. A period of thirty (30) days after the notice to the Company by the Union required in this section shall be allowed for this attempted settlement, unless a longer period is mutually agreed upon by the parties. In the event such rate cannot be agreed upon mutually between the Union and the Company, the same shall be submitted to the grievance procedure, including arbitration for determination, which shall be binding upon the parties. Any rate agreed upon or as determined by the arbitrator shall be effective from the date of the implementation.

10.3 Labor Contractors and Subcontracting of Work

10.3.1 The Company shall not infringe upon the classification seniority rights held by any Company seniority employee by the use of labor contractors or subcontractors except in the limited cases described in 10.3.2.

10.3.2 The Company shall not employ either labor contractors or subcontractors to accomplish any work performed historically for the Company by bargaining unit members if there are at the time the work must be done seniority employees in the classification covering the work to be done who are then available for recall, except in any of the following cases:

10.3.2 (a) During the period of time required for the recall process in 4.3.

10.3.2 (b) There is no established classification for the work to be done.

10.3.2 (c) A bona fide emergency exists which places crops at immediate risk.

10.3.2 (d) The Company lacks the equipment, expertise, license or specially skilled employees to perform the work involved. ~-

10.3.2 (e) The work to be performed has not historically been performed for the Company by members of this bargaining unit.

equipment , avoid the 10.3.2.

10.3.3 The Company shall not be obligated to procure licenses or expertise, or any other resources, so as to use of labor contractors or subcontractors as provided in

10.3.4 The employees of labor contractors and/or subcontractors performing work for the Company in accordance with this Article shall not be deemed bargaining unit members covered by this Agreement for any purposes whatsoever, and such employees shall not be subject to the terms and conditions of this Agreement. The Company agrees that it will not hire outside crews for thinning and weeding unless the following Company crews of approximately 25 employees each are working: two (2) crews in the Salinas area and/or one (1) crew in the Huron area.

10.4 Grower Shipper

It is recognized by the parties hereto that various types of legal arrangements are traditionally and commonly used by growers and shippers in the agricultural industry, including partnership, joint venture, and other legal contractual arrangements, for the growing and/or packing and/or harvesting and/or selling of agricultural crops. Neither this Contract nor the Union shall in any way prevent the Company from entering into these legal arrangements, nor will the Company subvert the union by entering into these legal arrangements.

10.5 Bulletin Boards

The Company shall **provide bulletin boards at suitable and** conspicuous locations on the premises, as may be mutually agreed upon by the parties, upon which the Union may post notices. Such Union notices shall be limited to Union functions.

10.6 Visitation

10.6.1 During the term of this agreement a reasonable number of agents of the Union shall have the right to visit farming properties of the Company, where employees in the bargaining unit are working during regular working hours, to conduct lawful and legitimate Union business in connection with the administration of this agreement. Authorized agents of the Union shall (1) notify authorized Company supervisors immediately upon entering Company property, (2) provide evidence that they are duly accredited representatives of the Union, and must (3) comply with all applicable Company, Federal, and State safety and health rules and rules governing employee conduct while on the property, and (4) not interrupt operations.

10.6.2 Union agents shall not be denied access to employees while they are in Company housing provided said Union agents abide by the same rules of conduct in said housing as are applicable to the residents thereof, and provided further that the rights of the residents' thereof to peace and privacy are not violated.

10.6.3 It shall not be a violation of this Article if the Union briefly conducts a discussion with a single employee at a time at a work site pursuant to the administration of this Agreement unless doing so causes other employees at that work site to be idle or unproductive.

10.6.4 Union agents shall not interfere with or hinder any Company supervisor in the performance of his or her duties as assigned by Company management.

10.7 Bankruptcy

In the event the Company were to file bankruptcy or Chapter 11 proceedings, it will notify the Union of such action immediately after such filing, and shall take whatever other action, with respect to the Union, which is required by law.

10.8 Work Rules

work rules which have been, or may be, established by the Company shall be posted at suitable locations, and a copy of any such rules shall be sent to the union. Rules in conflict with provisions of this Agreement shall be invalid.

ARTICLE 11 - HOURS OF WORK

11.1 Overtime

11.1.1 Overtime rates of one and one-half (1-1/2) times the regular hourly rate shall be paid as follows: .

11.1.1(a) For employees working in harvesting, thinning, and weeding, after nine (9) hours per day, Monday through Saturday.

11.1.1(b) For all other employees after ten (10) hours per day, Monday through Saturday.

11.1.1(c) For all employees the first eight (8) hours on the seventh (7th) consecutive day of work within the workweek.

11.1.2 Overtime rates shall not be applied to any premium rates except as specifically provided in ADDENDUM A to this Agreement. There shall be no pyramiding of overtime premiums, or premiums for holiday, 7th consecutive day, or other work, or other premiums. In any event, only the greater of any such premium shall apply.

11.1.3 Travel time, whether paid or not, shall not be considered work time, shall not be paid at an overtime rate, and shall not be added to straight time hours for the purpose of determining when overtime rates commence.

11.1.4 Overtime work shall be at the discretion of and according to the direction of the Company.

11.2 Call Time

11.2.1 All employees shall report to the place to which they are ordered to report to work at the time specified. They shall be paid from their start time until released and shall be paid a minimum of four (4) hours for each call, whether or not work has commenced, at the employee's base hourly rate of pay for hourly employees, or, for piece rate employees, at least four (4) times the actual average hourly earnings rate in that classification during the previous payroll week.

11.2.2 Any call may be rescinded by notification to employees before reporting to work.

11.2.3 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 causes beyond the control of the Company, provided the Company releases the employees from work within 30 minutes after work is halted because of any of these reasons.

11.3 Standby Time

11.3.1 Any hourly employee requested to stand by shall be paid for all time standing by at the hourly rate.

11.3.2 Piece rate employees shall be paid the actual average hourly earnings rate in that classification during the previous payroll week for the excess time beyond the first thirty (30) minutes in any period of standby directed by the Company.

11.3.3 Time moving between fields shall be treated as standby time and paid for in accordance with this Article.

11.4 Rest Periods and Lunch Breaks

11.4.1 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.

11.4.2 Employees shall receive a lunch period of one-half (1/2) hour without pay. Meal time breaks shall be one-half hour and not **compensated** for nor counted as hours worked under the provisions of this Agreement, except where meal breaks are currently longer and/or compensated, they shall be continued. An employee shall not be required to perform any job related functions during the employee's rest period or lunch break.

If an employee works fewer than four (4) hours on any workday, the one-half hour mealtime break shall not be deducted from the employee's hours of work for that day, nor shall the mealtime break be taken.

ARTICLE 12 - WAGES

12.1 All hours paid for, including paid time standing by, shall be counted as hours worked for the purpose of qualifying for all fringe benefits of this Agreement.

12.2 Wages and additional provisions shall be set forth in the ADDENDUM A attached hereto.

12.3 Piece rate employees shall be paid at their piece rate earnings or at the applicable hourly rate of pay, whichever is higher, computed on a daily basis.

12.4 An employee on any shift who performs at least fifty percent (50%) of his work between the hours of 6:00 p.m. and 6:00 a.m. shall receive a night shift differential premium as specified in ADDENDUM A hereto for all hours he/she works on such shift.

ARTICLE 13 - VACATIONS

13.1 The vacation year will be December 1, through the following November 30, and similar periods thereafter.

13.2 An employee who was a seniority employee at the beginning of vacation year, shall be entitled to vacation payment during the December immediately following the vacation year, based upon the number of hours worked during the vacation year as follows:

13.2.1 700 hours or more - one (1) percent of employee's gross Company earnings during the vacation year as vacation pay.

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

13.3 An employee who first attains seniority during a vacation year, and who is a seniority employee on November 30th of that vacation year, shall be entitled to vacation pay in accordance with paragraph 13.2.1 or 13.2.2 above provided he/she has completed at least seven hundred (700) hours work in that vacation year. An employee who first attains Company seniority during a vacation year, and has less than seven hundred (700) hours work during that vacation year shall have his/her hours of work during that vacation year and the compensation therefore carried forward and counted for computation of vacation pay in the next succeeding vacation year.

13.4 Requirements and Rights Applicable to Vacations:

13.4.1 The employee must work the hours set forth above in the vacation year and be a seniority employee of the Company at the end of the vacation year to qualify for vacation pay.

13.4.2 Actual time off for vacation shall be arranged by mutual agreement between the Company and the employee and shall be taken without pay except as provided hereinabove.

13.5 Vacation pay due hereunder shall be paid no later than December 20th following the end of the vacation year in which earned, or at such other time as may be mutually agreed upon by the Company and the employee.

ARTICLE 14 - HOLIDAYS

14.1 Holidays Paid at Overtime Rates If Worked: If work is performed on any of the following holidays it shall be paid for at the rate of one and one-half (1-1/2) times the straight time hourly rate of pay for all hours worked, which pay shall be in addition to that provided in 14.2:

Christmas
New Years Day
Memorial Day
July 4th
Labor Day
Thanksgiving

14.2 Holidays Paid Whether Worked or Not (Paid Holidays): The following holidays shall be paid for, at eight (8) times the employee's base hourly rate.

Christmas
July 4th
Labor Day
Thanksgiving

14.3 Eligibility For Paid Holidays:

14.3.1 The employee must be a seniority employee who worked at **least five** (5) days within the twenty (20) calendar days immediately preceding the holiday; and

14.3.2 The employee must also have worked his last regularly scheduled workday before the holiday and his next regularly scheduled workday after the holiday; and

14.3.3 The employee must have worked on the holiday if called to work by the Company;

14.4 Employees working on a holiday falling on a Sunday shall not be entitled to the benefits of Article 11.1 - Overtime, for such holiday.

14.5 All holidays covered by this Article shall be observed on the day observed as the holiday by the Federal Government.

ARTICLE 15 - ROBERT F. KENNEDY FARM WORKERS MEDICAL PLAN

15.1 The company shall, commencing July 1, 1996, contribute to the Robert F. Kennedy Farmworkers Medical Plan \$1.03-1/4 per hour for each hour worked by each worker for the first and second years of the contract.

15.2 In the event commencing on July 1, 1998, it is necessary to increase the Employer's contribution to the Robert F. Kennedy

Farmworkers Medical Plan, the Employer agrees to pay such increase, provided that in no event does the Employer's contribution for the third, fourth and fifth years of the contract exceed \$1.10 per hour worked per employee.

15.3 In accordance with Article 31, the monies and a summary report shall be remitted to the Plan at the following address:

Dept. 3, 6534
Los Angeles, CA 90088

15.4 In the event that the Company files in bankruptcy or Chapter 11 proceedings, it will notify the Plan of such action and shall list the Plan as a separate creditor qualified as a priority claim pursuant to the Bankruptcy Act. Notification to the Union or any of the other Plans or Funds shall not constitute compliance with this Article.

15.5 The Union will provide the Company with the schedule of benefits provided for the workers at all locations. The Union shall provide, or cause to be provided, to the Company the following materials.

(a) Summary Annual Report on or about July 29th Of each year.

(b) Summary of Plan changes during the preceding Plan year, on or about July 29th of each year.

(c) A copy of the summary plan description filed with the Department of Labor each five (5) years, or as more frequently published by the Board of Trustees.

Furthermore, the Union will provide the Company with copies of all claims experience studies prepared for the Plan's trustees by its consultant, the Western Benefits Plan Consultants, Inc.

ARTICLE 16-RETIREMENT

16.1 The Company will pay "in lieu of payments" directly to its employees of 3\ of hourly wages earned, exclusive of vacations, holidays, and bonuses.

This Article has been negotiated between the parties and is intended by the parties as a substitution in lieu of any pension, profit-sharing, Section 401(k) or other such **benefit**.

ARTICLE 17 - HOUSING

In lieu of any past practices of providing housing to harvest employees in the San Joaquin Valley, the Company shall compensate eligible harvest employees for housing at the rate of one dollar (\$1.00) for each hour worked in the San Joaquin Valley harvest operations, except that employees who work for the Company only in San Joaquin Valley shall not be entitled to either Company provided housing or this in-lieu compensation. This Article will not apply to any group of employees who historically were not eligible for this housing supplement.

ARTICLE 18 - DURATION

This Agreement shall be in full force and effect effective with the date of execution to and including June 2, 2001. This Agreement shall automatically renew itself upon expiration of this Agreement from year to year thereafter unless either of the parties shall have given notice in writing to the other party sixty (60) days prior to the expiration, requesting negotiations for a new Agreement together with thirty (30) days prior written notice to the State Concilia-tion Service. During this sixty (60) day period, all terms and conditions of this Agreement shall remain in full force and effect.

ARTICLE 19 -SUCCESSOR

19.1 In the event the Company ceases all its farming operations in California, or ceases its farming operations in any of its present operating districts in California, or undertakes any other action in which this Article would become operable, it will notify the Union.

19.2 If the stock ownership of the Company is sold, transferred or assigned, and the new stock owners continue the Company's business in essentially the same form as before, this Agreement shall be binding on such purchasers, transferees or assigns.

ARTICLE 20 - SAVINGS CLAUSE

20.1 If any provision of this Agreement may not be put into effect because of applicable legislation, executive orders, or regulations dealing with wage and price stabilization, then such provision, or any part thereof, shall only become effective at such time and for such periods, prospectively, as will be permitted by law ar any time during the life of this Agreement and any extension thereof.

20.2 The provisions of this Agreement are subject to applicable State, Federal, or local laws; and, in the event any such law renders illegal any portion of this Agreement, only that portion of this Agreement shall no longer be applicable, but such laws will not terminate, invalidate, or affect the remainder of this Agreement.

ARTICLE 21 - MISCELLANEOUS

21.1 This Agreement and the addenda and supplements hereto constitute the sole and entire existing agreement between the parties hereto and supersede all prior agreements, oral or written, between the Company and the Union, and express all obligations of, and restrictions imposed on, the Company during its term.

21.2 The parties acknowledge that, during the negotiations 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 by law 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, whether covered or not covered in this Agreement, for the full term hereof.

21.3 The parties agree that the original signed version of this contract shall be the exclusive version of this document for determining any grievances, arbitrations, disputes or differences which may arise hereunder.

SIDE LETTER

The parties agree that there are pending lawsuits and court actions between them. Such pending lawsuits and court actions are fully resolved upon execution of this Agreement and will not survive the execution of this Agreement. Such actions include, but are not limited to, Bruce Church Inc. v. United Farm Workers, Case No. 49877, Yuma County Superior Court, Arizona. The company agrees to take all necessary actions to withdraw all appeals pending and dismiss the action with prejudice. The Union agrees to withdraw all unfair labor practice charges filed with the California ALRB. The parties agree to settle 17 ALRB No. 1 for the sum of \$190,375.05 gross amount as a complete resolution of all issues. This Collective Bargaining Agreement shall commence with the date of ratification by the employees and approval by the ALRB of the settlement in 17 ALRB No. 1.

UNITED FARM WORKERS
OF AMERICA, AFL-CIO

ADDENDUM A

HOURLY AND PIECE RATES

EFFECTIVE DATE OF RATES: JUNE 3, 1996

NOTES	DESCRIPTION	SALINAS SANTA MARIA HURON		
	Field Equipment OperatorI	9.282	9.282	8.126
	Field Equipment OperatorII	9.049	9.049	7903
	Irrigator	8.126	8.126	6.969
	General Field	7.542	7.542	5.240
	Thin and Weed	7.542	7.542	5.813
	Water Truck Driver	8.815	8.815	6.969
	Special Operations			
	Crew Leader	8.264	8.264	8.264
	General Field	6.622	6.622	6.622
	Roguer	7.171	7.171	7.171
	Pollinators	6.025	6.025	6.025
(1)	Night Shift Differential	0.778	0.778	0.778
	Listing Bonus/Acres Listed	0.394	0.394	0.394
	Laser Bonus Per Acre	1.040	1.040	1.040
	Trash Truck Driver	9.049	9.049	9.049
(2)	Bertelli Wrap Machines	7.171	7.171	7.171
	Bag Wrap24's	1.269	1.269	1.269
	Bag Wrap 30's	1.405	1.405	1.405
	Bag Wrap 38's	1.586	1.586	1.586
	Bag Wrap Clean &Trim	1.097	1.097	1.097
	Half Pack Lettuce Cartons of 12 heads/box	0.995	0.995	0.995
	Half Pack Lettuce Cartons of 15 heads/box	0.995	0.995	0.995
	Naked Palletized 24 heads/box	1.008	1.008	1.008

Naked Palletized 30 heads/box	1.160	1.160	1.160
Naked Flat Pack Bertelli Machine Pack24 heads/box	0.888	0.888	0.888
Naked Flat Pack Bertelli Machine Pack 30 heads/box	0.984	0.984	0.984
Triple Header Pack24 heads/box	1.269	1.269	1.269

BCI, APR96

(1) This hourly premium is added to regular rate before overtime is computed.

(2) Piece rates are to crew, per carton. Hourly rates are minimum hourly

guarantees per person in crew.

LIGHT DUTY RATES

*Light duty all class)fications. 6.151 6.151 6.151

~Not subject to annual increases