

Abatti Produce 1986, xme

DRESSLER & QUESENBERY
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A G R E E M E N T

BETWEEN

ABATTI PRODUCE, INC.

AND

UNITED FARM WORKERS OF AMERICA, AFL-CIO

May 1, 1986 - April 30, 1988

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PARTIES

This Agreement, and any Supplementary Agreement, Appendix or letter of understanding attached hereto, is between ABATTI PRODUCE, INC. ("Company") and the United Farm Workers of America, AFL-CIO ("Union"). The parties agree as follows:

ARTICLE 1: RECOGNITION

A. The Company does hereby recognize the Union as the sole labor organization representing all the Company's agricultural employees ("workers") in the unit set forth in the Agricultural Labor Relation Board's certification in Case No. 75-RC-8-M. In the event the Agricultural Labor Relations Board certifies other employees not here included within the certified unit, such additional employees shall be included under the terms of this Agreement. The term "worker" shall not include office and sales employees, security guards, and supervisory employees who have the authority to hire, transfer, suspend, lay-off, recall, promote, discharge, assign, reward or discipline other workers, or the responsibility to direct them or adjust their grievances, or effectively recommend such action, if, in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature but requires the use of independent judgment. The term "worker" shall also not include officers, directors, owners, or shareholders of the Company or their children.

B. The Company agrees that no business device, including joint ventures, partnerships or any other forms of agricultural business operations shall be used by the Company for the purpose of circumventing the obligations of this Collective Bargaining Agreement.

C. The Company further recognizes the rights and obligations of the Union to negotiate wages, hours and conditions of employment and to administer this Agreement on behalf of covered workers.

D. Neither the Company nor its representatives will take any action to disparage, denigrate or subvert the Union. Neither the Union nor its representatives will take any action to disparage, denigrate or subvert the Company.

E. Neither the Company nor its representatives will interfere with the right of any worker to join and assist the Union. The Company will make known to all workers that they will secure no advantage, nor more favorable consideration nor any form of special privilege because of non-participation in Union activities.

F. The Company will make known to all workers, supervisors and officers, its policies and commitments as set forth above with respect to recognition of the Union and will encourage workers in the bargaining unit to give utmost consideration to supporting and participating in collective bargaining and contract administration functions.

ARTICLE-2: UNION SECURITY

A. Union membership shall be a condition of employment. Each worker shall be required to become a member of the Union immediately following five (5) continual days after the beginning of employment, or five (5) days from the date of the signing of this Agreement, whichever is later; and to remain a member of the Union in good standing. Union shall be the sole judge of the good standing of its members. Any worker who fails to become a member of the Union within the time limit set forth herein, or who fails to pay the required initiation fee, periodic dues or regularly authorized assessments as prescribed by Union or who has been determined to be in bad standing by the Union pursuant to the provisions of the Union's constitution shall be immediately discharged or suspended upon written notice from the Union to the Company, and shall not be re-employed until written notice from the Union to the Company of the worker's good standing status.

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

C. Company agrees to deduct from each worker's pay initiation fees, all periodic dues, and assessments as required by Union, upon presentation by the Union of individual authorization signed by each worker, directing Company to make

such deductions. Company shall make such deductions from workers' pay for the payroll period in which it is submitted, provided that it is submitted in advance of the close of the pay period, and periodically thereafter as specified on authorization so long as such authorization is in effect, and shall remit monies weekly. The Company shall provide a monthly summary report as soon as possible, but no later than the fifteenth (15th) day of the month following the ending date of the previous month's pay period containing the names of the workers, social security numbers, payroll periods covered, gross wages, total hours worked per worker, total number of workers and amount of Union dues deducted during such pay periods from each worker. Union will furnish the forms to be used for authorization and will notify the Company in writing of dues, assessments and initiation fees within five (5) days of the execution of this Agreement and five (5) days before the effective date of any change.

D. The Company will advise new workers that it is a condition of their employment that they must become and thereafter remain members in good standing in the Union immediately following five (5) continual days after the beginning of their employment. The Company shall furnish workers membership applications and dues checkoff authorization forms as provided by the Union.

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

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

ARTICLE 3: HIRING

A. The Company shall not discriminate against any worker in hiring because of race, age, creed, color, religion, sex, political belief, national origin, or language spoken. It is agreed that this obligation includes, but is not limited to, the following: hiring, placement, recruitment, and advertising and solicitation for employment.

B. All hiring shall be done on a first come first served basis on the day hiring is necessary; provided, however, the worker is able to do the work. In such cases, the supervisor will fully explain the job duties and requirements and give the worker a reasonable time to meet the job requirements. The

Company shall not act in an unjust or arbitrary manner in its hiring practices.

C. The Company shall designate a person or persons for each crop or farming operation who are authorized to hire new employees. The Company shall, immediately upon the signing of this Agreement, provide a list to the Union's local office with a copy to the Ranch Committee, with the names of management personnel authorized to hire and, thereafter, shall immediately inform the Union and the Ranch Committee of any subsequent change in personnel authorized to hire.

D. Hiring shall be done at the designated morning meeting site for the particular crew or classification involved. The Company shall be the sole judge as to the number of workers it needs to hire, the order of hiring, and the qualifications of each worker.

E. At least 7 days prior to the start of each season, Company shall notify Union in writing of the anticipated starting date of such season. To the extent possible, Company shall give Union an estimate of its anticipated need for new employees for that season and shall give Union the location, date and time for initial hiring of such new employees. After the start of the season, and whenever steady (non-seasonal) workers are needed, the Company shall, when practical, notify the Union of its need for additional workers and give preference in hiring to qualified workers referred by the Union.

F. - All seniority workers shall be recalled to work in accordance with the provisions of Article 4, Seniority, and Supplemental Agreement No. 2, Seniority, of this Agreement. 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.

G. The Company shall notify the Union in writing within twenty-four (24) hours of the date of hire of the names, Social Security numbers, date hired and job classification of all new workers hired, and shall provide a copy of such notification to the Ranch Committee and appropriate Shop Steward.

H. The Company shall notify the Union seven (7) days, or as soon as possible, in advance of any lay-off.

I. Any claim by the Union that the Company has violated this Article shall be treated as a grievance in accordance with the provisions of Article 5, Grievance and Arbitration Procedure.

ARTICLE 4: SENIORITY

A. After a worker has worked for Company for at least fourteen (14) work days within the preceeding ninety (90) calendar days, he shall acquire seniority on the fourteenth (14th) day of work, retroactive to his date of hire within the ninety (90) days. Whenever a commodity or crop season is less

than twenty-eight (28) calendar days, a worker shall acquire seniority in that commodity or crop provided he works one-half (1/2) the number of work days in the season. There shall not be layoffs for the purpose of circumventing acquisition of seniority.

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

1. Voluntary quitting;
2. Discharge for just cause;
3. When on lay-off, fails to report within three (3) working days after being called unless satisfactory reasons are given;
4. When the worker fails to report to work at the termination of a leave of absence or vacation without an approved extension as per Article 11, Leaves of Absence, of this Agreement;
5. When any worker leaves the bargaining unit to accept a supervisory or other position with the Company outside the bargaining unit;
6. Any worker rehired after loss of seniority as provided above shall establish a new seniority date as provided in Section A.

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

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

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

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

the provisions of Article 3, Hiring, Section B, apply to the recalled worker.

F. The Company shall notify the Union within five (5) working days of seniority workers laid off or recalled on a seasonal basis, in accordance with this Article by giving the worker's name, Social Security number, seniority date, job or commodity classification and date of recall or lay-off. Grievances relating to this paragraph shall be subject to the Expedited Grievance and Arbitration Procedure.

G. Beginning with the signing of this Agreement, and each three (3) months thereafter, the Company shall provide the Union with an up-to-date seniority list showing the name of each worker, his seniority date, Social Security number, and job or commodity classification. The Company shall also post a seniority list in a conspicuous place for examination by the workers and the Union Ranch Committee. The Union may review the accuracy of the seniority list and present to the Company any errors it may find on such list. Grievances relating to this paragraph shall be subject to the Expedited Grievance and Arbitration procedure.

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

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

In the event the Union and the Company have agreed to a local seniority provision different from Article 4 of the Contract signed herein, the Union and the Company agree to review and revise, if agreed upon, said local provision only, one (1) year after the date of signing of this Agreement if either party so requests.

ARTICLE 5: GRIEVANCE AND ARBITRATION

A. 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. Any claim by the Union that on the job conduct by any non-bargaining unit employee is disrupting working relations may be treated as a grievance provided that such grievance is specified in detail.

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

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

D. STEP ONE: Any grievance arising under this Agreement shall be immediately taken up between the Company supervisor involved and the Union steward. They shall use their best efforts to resolve the grievance. In the event the grievance is not immediately satisfactorily resolved, the grieving party shall reduce the grievance to writing and set forth the nature of the grievance. A grievance regarding a discharge of an employee must be filed in writing within five (5) days of the discharge. All other grievances must be filed in writing within thirty (30) days of the occurrence of the grievance or thirty (30) days of the discovery thereof. The failure of the grieving party to file a grievance within the time limits specified in this paragraph shall waive the grievance.

STEP TWO: Any grievance not resolved in the First Step shall be discussed in a meeting between the Grievance Committee and the Company representative delegated to resolve such matters not later than ten (10) calendar days of the

filing of the grievance. If the grievance is not satisfactorily resolved in such meeting, the party receiving the grievance shall give a written response to the other regarding its position, including reasons for denial, within ten (10) work days from the close of the Step Two meeting. If the party receiving the grievance fails to respond within said ten (10) work days, such party shall be considered to have withdrawn its objection to the grievance and the grievance shall be granted in the grieving party's favor. A Union representative may fully participate in the grievance meeting.

STEP THREE: If the grieving party is not satisfied with the written response, it must file a written notice to the other party within sixty (60) 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. In cases where more than one grievance is referred to arbitration, the arbitrator may hold consecutive hearings to expedite hearings. The arbitrator shall not have the authority or jurisdiction to modify, add to, detract from, or alter any provisions of this Agreement. Within that limitation, among other things, he shall have authority to award backpay for any loss of earnings from the Company, including the right to revoke any form of discipline, including discharge. He shall

also have the authority to apply the Agreement and order compliance by all parties within the terms of the Agreement.

The arbitrator, in his discretion, may render a bench decision, or may allow briefs, but in any event shall issue a decision in writing to the parties within fifteen (15) days after the date of the close of the hearing sessions.

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

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

SELECTION OF THE ARBITRATOR: The parties will make a good faith effort to agree on a list of arbitrators. In the event they are unable to agree, and not later than one week (unless there is a mutual agreement to extend this time period) after the execution of this Agreement and each six (6) months thereafter, if requested by either the Company or the Union, a panel of eleven (11) arbitrators shall be requested from either the American Arbitration Association or the Federal Mediation and Conciliation Service.

After receipt of the list, the parties shall meet to select an arbitrator. If the parties cannot agree upon the selection of an arbitrator, then they shall turn to the lists of arbitrators received under procedures of the above paragraph. The person to strike first shall be selected by a

coin toss. That party shall strike the first name from each list. The name remaining after each party has struck five shall be the person designated as arbitrator. However, every six (6) months, either party may request a new list of arbitrators and require a new meeting as discussed in this paragraph to select a new arbitrator.

E. Expedited Grievance and Arbitration. The parties agree that the primary purpose of the grievance procedure is to resolve grievances as speedily as possible and to maintain good relations between the Union, the Company, and the workers.

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

Accordingly, it is agreed that grievances specified elsewhere in this Agreement as subject to the expedited Grievance and Arbitration Procedure may, at the request of the grieving party and with written notice to the other party, be expedited to arbitration.

After such a grievance has been reduced to writing, the grieving party may request and there shall be a Second Step meeting within two work days and the responding party will immediately provide its answer in writing, if denied, setting forth the reasons for denial. The grieving party may then request, with notice to the responding party, that the

grievance be referred to the arbitrator within three (3) work days from the written responsive answer. If such a grievance is presented to the arbitrator, it is agreed that it will take precedent, as to investigation, hearing date, and issuance of decision over any other case.

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

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

ARTICLE 6: NO STRIKE CLAUSE

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

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

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

ARTICLE 7: RIGHT OF ACCESS TO COMPANY PROPERTY

A. Duly authorized and designated representatives of the Union shall have right of access to Company premises in connection with conduct of normal union affairs in administration of this Agreement. In the exercise of the foregoing, there shall be no unnecessary interference with the productive activities of the workers.

B. Before a Union representative contacts any of the workers during working hours, he shall notify the Company that he is on the premises.

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

ARTICLE 8: DISCIPLINE AND DISCHARGE

A. The first five (5) work days of employment for a new non-seniority employee shall be considered as a probationary period. The Company may discharge such a new employee during this five (5) 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.

B. The Company shall have the sole right to discipline and discharge workers for just cause, provided that in the exercise of this right it will not act in violation of the Agreement. No worker shall be disciplined or discharged except for just cause.

C. 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 he so desires. 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 D below.

D. 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 of the reasons for such discharge or suspension.

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

Discharge and other disciplinary actions are subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 9: DISCRIMINATION

In accordance with the policies of Company and the Union, it is agreed that there shall be no discrimination against any worker because of race, age, creed, color, religion, sex, political belief, national origin, language spoken or Union activity.

ARTICLE 10: WORKER SECURITY

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

B. No worker shall be required to perform work that normally would have been performed by workers of another company who are engaged in a strike sanctioned by the Union.

C. The provisions of this Article are not limitations in any way on the rights of the Company as set forth in Article 31, Grower-Shipper Contracts. The provisions of Article 13, Health and Safety, also apply.

ARTICLE 11: LEAVES OF ABSENCE

A. Any worker elected or appointed to an office or position in the Union shall be granted a leave of absence for a period of continuous service with the Union upon written request of the Union. Ten (10) days notice must be given the Company before the worker takes leave to accept such office or position or chooses to return to work. Such leave of absence shall be without pay. Seniority shall not be broken or suspended by reason of such leave.

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

1. Written notice shall be given by the Union to the Company at least two (2) days prior to commencement of any such leave;
2. Such leaves of absence shall only be granted to a maximum of ten percent (10%) of the workers in each harvesting and/or thin and hoe crew, and a maximum of ten percent (10%) of the workers in each other job classification;
3. This section shall only apply to Companies whose harvesting operations exceed sixty (60) work days in a calendar year;

- 4. This section shall not apply to operations during critical periods such as the first and last week of harvest, if it would harm operations.

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

1. For jury duty or witness duty when subpoenaed;
2. A worker who serves in the U.S. Military and notifies the Company and Union in writing prior to leaving for such service, and reports for work within thirty (30) days after being discharged from such service, shall not lose any seniority, job rights, or other benefits. Upon return from such service, such worker shall be granted a job equal to that he or she would have had with Company had he or she remained in Company's continued employ, provided, however, any renewal of enlistment beyond the original one will serve to break seniority unless such action violates the Selective Service Act.
3. Up to two (2) years of illness or injury requiring absence from the job. The Company may require substantiation by medical certificate or other adequate proof of illness.

4. Up to one (1) year for the purpose of further training and education; provided that the Company may require proof of enrollment in a training or education program. This paragraph is intended for the use of a worker to avail himself of a training or education program and not for the use of a student to complete his secondary or college level education.
5. Up to one (1) year for maternal responsibilities, including both prenatal and postnatal periods. The commencement of such a maternity leave will be at the discretion of the requesting worker, provided that the procedures in this Article for requesting a leave of absence are followed.
6. For valid personal reasons, not to exceed sixty (60) days.

When more workers have applied for a leave of absence at the same time than can be spared by the Company, leaves of absence shall be allocated on the basis of seniority, with the worker having the highest seniority having first preference for that leave of absence. However, where a worker requests an emergency leave, the Union and the Company may agree to his/her leave in preference to workers with higher seniority.

D. - All leaves of absence shall be in writing on approved leave of absence forms provided by the Company except in cases of emergencies. Such forms shall be signed by the Company representative, the worker requesting the leave, and the Union Steward or other Union representative, to signify receipt of the Union's copy. Leave of absence shall be extended by the Company for a valid personal reason, if a request for such an extension is made by the worker in writing to the Company with a copy to the Union prior to the termination of the original leave, provided, however, that a request for an extension may be submitted simultaneously with the request for leave of absence for valid personal reasons, if the worker has special circumstances which require additional time.

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

ARTICLE 12: SUPERVISORS

Supervisors and other employees not included in this bargaining unit shall not perform any work covered by this Agreement, except for instruction, training and emergencies, or pursuant to Company's past practices.

The Company may continue its past practice whereby supervisors, including foremen and subforemen, may do

bargaining unit work without being considered in the bargaining unit, so long as such work is not for the purpose of displacing agricultural workers and is less than 3 hours work per day.

ARTICLE 13: HEALTH AND SAFETY

A. The Company and Union are interested in the health and safety of workers while working with the Company. It is understood and agreed that it is necessary in the sophisticated farming practices of today that certain agricultural chemicals must be used for the control of pests and growth of the product. Company recognizes that use of certain chemicals may be injurious to farm workers. The use of such chemicals injurious to farm workers must be such so as not to cause injury to workers. Therefore, the Company shall maintain in its area office(s) and shall have available to its supervisors 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 and concentration;
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.

B. The Company will comply with all applicable laws relating to the health and safety of farm workers and will not use banned chemicals such as, but not limited to, DDT, DDD, DDE, Aldrin and Dieldrin.

C. When an agricultural chemical is to be applied, the Company shall advise all workers working in the immediate area prior to the 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 to re-enter a field during the prohibited period, nor shall the worker refuse to re-enter thereafter. Nothing in this paragraph shall infringe upon the right of a worker under paragraphs D and F below.

D. Any worker who is working in the immediate area where agricultural chemicals have been recently applied who has reason to believe that his health has been adversely affected by any agricultural chemicals, shall be immediately transported, at the worker's request, to the nearest medical facility for testing and treatment as determined by a doctor.

E. Upon request of the Union, a Health and Safety Committee shall be formed, which shall consist of not more than three (3) members from the Union and three (3) members from the

Company. The Committee shall meet at the request of either party at such times and places as are mutually acceptable. The Committee may discuss, exchange information and make recommendations to the Company and the Union on health and safety issues which affect the workers. The Company shall make the final determination concerning any recommendation of the Committee.

F. No worker shall be required to work in any situation which would immediately endanger his health or safety.

G. In accordance with law, there shall be adequate toilet facilities, separate for men and for women, in the field readily accessible to workers, that will be maintained in a clean and sanitary manner. Doors on portable toilets shall have latches. Hand washing facilities, soap and paper towels shall be provided.

H. Each place where there is work being performed shall be provided with suitable, cool, potable drinking water convenient to workers. Water shall be provided in cool cans or equivalent containers. Individual paper drinking cups shall be provided.

I. Tools, equipment and protective garments necessary to perform the work and/or to safeguard the health of, or to prevent injuries to, a worker's person shall be provided, maintained and paid for by the Company. Workers shall be responsible for returning all such equipment that was checked

out to them, but shall not be responsible for breakage or normal wear and tear. Workers shall be charged actual cost for equipment that not broken and not returned. Receipts for returned equipment shall be given to the worker by the Company.

J. Adequate first aid supplies shall be provided and kept in a clean and sanitary dust proof container. Each crew bus shall be equipped with a first aid kit. Each harvesting crew shall have access to the first aid kit. Each tractor driver who requests one shall be provided with a first aid kit to be used on the job and returned as provided in paragraph I above.

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

L. Any worker who becomes sick during working hours and requests transportation to the nearest doctor's office or medical facility shall be provided with transportation.

M. All crew buses shall be swept out daily.

N. The Company agrees that all stitchers, wrap machines and haul trucks used in its field shall be equipped with back-up warning alarms. Exhaust pipes and mufflers on such equipment shall be modified in order not to harm workers with exhaust and be enclosed in a cage type shield.

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

ARTICLE 14: MECHANIZATION

In the event the Company anticipates mechanization of any operation of the Company that will permanently displace workers, the Company, before commencing such mechanical operations, shall meet with the Union to discuss training of displaced workers to operate and maintain the new mechanical equipment, the placement of displaced workers in other jobs with the Company, the training of such workers for other jobs with the Company, or the placing of such workers on a preferential hiring list which the Company and Union will use in conjunction with Article 3, Hiring.

ARTICLE 15: MANAGEMENT RIGHTS

The Company retains all rights of management, including the following, unless they are limited by some other provision of this Agreement: to decide the nature of equipment, machinery, methods or processes used; to introduce new equipment, machinery, methods or processes, and to change or discontinue existing equipment, machinery, or processes; to determine the products to be produced, or the conduct of its business; to direct and supervise all of the employees, including the right to assign and transfer employees; to

determine when overtime shall be worked and whether to require overtime.

ARTICLE 16: UNION LABEL

The parties recognize the value and importance of the Union label. The parties wish to ensure that the public will not be defrauded by misuse of the Union label. Therefore, the parties agree as follows:

A. Company will make available to the designated Union representatives, at the Union's request:

Labels

1. Trademark registration;
2. Printing source;
3. Number of labels used.

B. The Union label and Union seal are and shall remain the sole property of the Union. During the term of this Agreement, Company shall be entitled to the use of said label and seal, should it so desire. Company shall not be required to use the Union label and seal. In this regard, Company shall not sell, transfer, or assign its right to use said label or seal except upon written permission of Union. The color, size and placement of the label or seal on particular packages or containers shall be determined by the Company.

C. Security Clause. In the event of the Company's misuse of the Union label or seal on packages or units

harvested and packed by non-union workers, it is recognized that such misuse will cause damages to the Union. In the event that the Union revokes the Union label or seal, it shall give reasonable notice to the Company and the Company agrees to return same forthwith, or if same cannot be returned then, on request of Union, the label or seal shall be completely obliterated on any package, container or unit.

ARTICLE 17: NEW OR CHANGED OPERATIONS

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

ARTICLE 18: HOURS OF WORK AND OVERTIME

A. Daily Overtime

1. Tractor drivers and machine operators shall be paid one and one-half (1-1/2) times their regular rate of pay for all work performed after ten (10) hours in one day.
2. All hourly paid workers -- except tractor drivers, irrigators and sprinklers -- and all piece-rate workers, shall be paid one and one-half (1-1/2) times their regular rate of pay for all work performed after eight (8) hours in any one day. Sprinklers shall receive a premium of \$.25 per hour after 8 hours.
3. The Company shall continue its past practices with regard to hours of work for irrigators. There shall be no daily or Saturday overtime for irrigators.

B. Saturday Overtime

1. Tractor drivers and machine operators shall be paid one and one-half (1-1/2) times their regular rate of pay for all work performed after ten (10) hours on Saturday, and shall receive a premium of \$.25 per hour for work between 8-10 hours.
2. All hourly paid workers, except tractor drivers and irrigators, shall receive a premium of \$.50

per hour for all work performed after five (5) and up to eight (8) hours on Saturday, and shall receive one and one-half (1-1/2) times their regular rate of pay over eight (8) hours. All piece-rate workers shall be paid one and one-half (1-1/2) times their regular rate of pay for all work performed after six (6) hours on Saturday.

C. Sunday Overtime

1. All workers except irrigators shall be paid one and one-half (1-1/2) times their regular rate of pay for all work performed on Sunday.

D. All overtime shall be performed on a voluntary basis and scheduled overtime shall be offered on the basis of highest seniority within the classification required to work overtime or on the basis of the established rotation systems. If there are no volunteers for the overtime work, the obligation to work the overtime shall fall to the highest seniority workers or to the workers next in line in the established rotation system.

E. To compute overtime on a piece-rate or incentive basis, the number of units subject to overtime shall be determined by averaging the units for the total hours worked by the worker that day. Overtime pay for loaders shall be equal to one and one-half (1-1/2) times his regular rate of pay for the same number of boxes for which the crew is paid overtime pay in accordance with this Article.

F. When a worker is working as a trainee for qualification for a higher rated job, he shall be paid at his or her old classification rate of pay for a period not to exceed fifteen (15) work days.

G. Meal time breaks shall be one-half (1/2) 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. Company shall not use the meal time breaks for the purpose of moving the workers to another job site, or any other related work activity.

H. A night-shift premium shall be paid to tractor operators who work a majority of their shift between the hours of 6:00 p.m. and 6:00 a.m. at the rate of thirty-five cents (\$.35) per hour for all hours worked.

ARTICLE 19: REPORTING TIME AND STANDBY TIME

A. A worker who is required to report for work and does report and is furnished no work shall be paid at least four (4) hours at the worker's hourly rate of pay or at the worker's average hourly piece-rate earnings based on the preceding payroll period. If less than four (4) hours of work is provided, hourly workers shall be paid four (4) hours at their hourly rate of pay, and piece-rate workers shall be paid the piece-rate earned during the time worked and their average

hourly piece-rate wage based on the preceding payroll period for the remaining time up to four (4) hours that day.

However, in the event that no work or less than four (4) hours of work are provided because of rain, frost, governmental condemnation of crop, or other causes beyond the control of the Company, Section A, paragraph 1 of this Article shall not apply; provided, however, that the Company agrees to continue its past practice with respect to condemnation of fields.

B. Workers shall be informed before leaving work of the reporting time and place for the following day to the extent possible. The Company shall set the reporting time as close as possible to the estimated starting time, taking into consideration available weather reports for the following day. If a worker who reports at such specified time is asked to report back the same day at another time and no work is provided or less than four (4) hours of work is provided, the pay guarantee described in "A" above shall apply and the exception described therein shall not apply. Any calls may be rescinded by notification to workers at least six (6) hours prior to the time scheduled for reporting to work.

C. Hourly workers shall be paid at their regular hourly rate of pay and piece-rate workers at the general labor rate for all time when the Company gives orders to standby at the pick-up point or in the field prior to commencing work;

provided, however, workers shall not be paid for the first half (1/2) hour when the Company gives orders to standby in the field prior to commencing work due to frost. If work is delayed due to breakdown or delay in arrival of Company transportation, all workers shall be compensated at the general labor rate for the period so delayed.

D. Hourly workers shall be paid at their regular hourly rate for all time they are required to remain on the job.

E. Piece-rate workers shall be paid at their average hourly piece-rate wage based on the preceding payroll period for all standby time after work begins; provided, however, that piece-rate workers shall not be paid for the first fifteen (15) minutes when the Company gives orders to standby in the field after work has commenced due to rain. "Standby time" for purposes of this paragraph refers to any time when the entire crew's work is interrupted or delayed because of machine breakdown, rain, etc., and orders are given by the Company to standby. Standby time for loaders shall be paid at their average hourly piece-rate wage for all time waiting after work begins and/or after the crew leaves for the day.

ARTICLE 20: REST PERIODS

Workers shall have paid rest periods of ten (10) minutes each, which insofar as practical, shall be in the middle of each continuous four (4) hour work period or major fraction thereof.

ARTICLE 21: VACATIONS

Vacation pay shall be granted to eligible workers who qualify for such vacations. Workers shall be eligible in the fiscal year following the first anniversary of continuous employment and annually thereafter for vacation pay and one (1) week vacation, provided that in order to qualify for vacation pay, the worker shall work at least 600 hours in the prior fiscal year. Vacation pay shall be two percent (2%) of the worker's gross Company earnings in the qualifying fiscal year.

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

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

ARTICLE 22: BEREAVEMENT PAY

To make funeral arrangements and to attend the funeral of a member of the immediate family (father, mother, child, brother, sister, husband or wife, mother-in-law, father-in-law, grandfather, or grandmother), a worker will be paid what he would have earned had he been working for the Company, not to exceed three (3) days. However, in cases where the funeral requires travel of more than three hundred (300) miles one way, an additional one (1) day leave with pay shall be granted. The

Company will require a death certificate or other evidence of death.

ARTICLE 23: HOLIDAYS

A. Commencing with the effective date of this Agreement, the following shall be paid holidays:

1. New Year's Day
2. Memorial Day
3. Labor Day
4. Thanksgiving Day
5. Christmas Day

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

C. To be eligible for a paid holiday not worked, a worker must work at least 5 days during the preceding two weeks and must work the scheduled work days both immediately before and after the holiday. If the next scheduled workday after the holiday is more than five (5) calendar days after the holiday, the requirement for work on the scheduled workday after the holiday shall not apply.

D. Work on any holiday shall be paid at one and one-half (1-1/2) times the workers regular pay in addition to holiday pay.

E. Holiday pay shall be issued to all workers as specified herein as soon as possible after the holiday, but in

no event later than four (4) weeks after the end of the payroll period in which the worker qualifies for the holiday.

ARTICLE 24: TRANSPORTATION

A. In accordance with its past practice, Company will continue to provide bus transportation from its pick-up point on Cole Road, east of Bates and Osborne Implements, in Calexico to the fields.

B. Buses will be kept clean, safe, comfortable and in good traveling condition. Buses will have an adequate place where workers can place their food and other items.

C. Workers will be transported as close to the work site as practical.

D. All workers shall be compensated for all time spent changing fields during the work day, up to a maximum of one (1) hour per day. Hourly workers shall be paid at their regular rate of pay, and piece-rate workers at the general labor rate of pay. If Company transportation is available, no worker who uses private transportation shall receive a greater allowance than those using the Company transportation.

ARTICLE 25: RECORDS AND PAY PERIODS

A. Company shall keep full and accurate records, including total hours worked, piece-rate or incentive rate records, total wages and total deductions. Workers shall be

furnished a copy of the itemized deductions, hourly rates, hours worked, and wages earned each payday which shall include the worker piece-rate production records. The daily record of piece-rate production for crews paid on a crew basis shall be given to the appropriate steward, upon request.

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

ARTICLE 26: INCOME TAX WITHHOLDING

The Company shall deduct Federal and State Income Tax in accordance with standard practices with scheduled deductions for workers agreeing in writing to such withholdings. Such agreement shall be binding upon the worker during his employment with the Company for the balance of the calendar year and each calendar year thereafter, subject to his written revocation of his agreement prior to the start of each new calendar year.

ARTICLE 27: CREDIT UNION WITHHOLDING

Upon proper written authorization from a worker to the Company, deductions as provided for in such authorization, shall be made by the Company for the Farm Workers Credit Union, and such money and reports shall be forwarded on a monthly

basis to that organization at Post Office Box 62, Keene, California 93531, or such other address as designated by the administrator of the Credit Union.

ARTICLE 28: MEDICAL PLAN

Company shall continue to provide, at its cost, medical coverage through the Beech Street Plan. Company agrees to maintain benefits at the current level for the term of the Contract.

ARTICLE 29: BULLETIN BOARDS

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

ARTICLE 30: SUBCONTRACTING

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

The parties agree that in the application of this Article the following guidelines may be used:

A. Subcontracting is permissible under this Agreement where workers in the bargaining unit covered by this Agreement do not have the skills to operate and maintain the equipment or perform the work of a specialized nature.

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

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

ARTICLE 31: GROWER-SHIPPER CONTRACTS

It is recognized by Company and Union that various types of legal entities are used by growers and shippers in the agricultural industry, including partnership, joint venture and other legal contractual arrangements, in the growing, packing, harvesting and selling of agricultural crops. Neither the Company nor the Union shall prevent the Company from entering

into these legal arrangements by any of the provisions of this Agreement, nor will the Company subvert the Union by entering into these legal arrangements. In addition, and whenever it is possible for the Company to perform the work of weeding, thinning or hoeing, the Company will do so, it being the intent to provide jobs for bargaining unit workers.

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

The protections given by Union to Company under the provisions of this Article shall not be operative for a period in excess of the crop year or twelve (12) months, whichever is less, or in the event there are economic or other sanctions by the Union against any party to the partnership, joint venture or other legal contractual relationship at the time of entry thereof.

ARTICLE 32: LOCATION OF COMPANY OPERATIONS

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

ARTICLE 33: MODIFICATION

No provision or term of this Agreement may be amended, modified, changed, altered or waived except by written document executed by the parties hereto.

ARTICLE 34: SAVINGS CLAUSE

In the event any portion of this Agreement shall become ineffective as the result of any applicable local, state or federal law, only that portion of this Agreement so affected shall be ineffective; in no event shall the fact that a portion of this Agreement be not applicable or illegal in accordance with such laws render the remainder of this Agreement ineffective or work a termination.

ARTICLE 35: INJURY ON THE JOB

If a worker is injured on the job to the extent that medical care is required and the worker is unable to return to work, the Company will pay the worker's wages for the day of the injury, based on his or her hourly rate, if the worker is

an hourly paid worker, or at the crew's average hourly piece-rate earnings for the day of the injury, if the worker is a piece-rate worker. The Company may require a doctor's statement or other evidence of medical care received.

ARTICLE 36: SUCCESSOR CLAUSE

This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns. Successors and assigns for the purpose of this Article applies to a sale or other transfer of the business and ownership of the Company. A sale of assets, either in whole or in part, which does not involve continuation of the workers of the Company to operate such sold or transferred business or assets shall not be subject to the provisions of this Article.

By this Article, the parties seek to define contractual rights and do not waive any statutory rights.

ARTICLE 37: JURY DUTY AND WITNESS PAY

Workers who have worked at least five (5) days during the two (2) weeks preceding the week in which the following events occur shall receive the benefit of this section. A worker will be paid Jury Duty or Witness Pay for testifying in any legal proceeding not between the parties for any days of work missed due to the performance of such service. Jury Duty or Witness Pay is defined as the difference between the fees

received by such worker for performing such service and what he would have received had he been working for the Company for each day of service. To receive pay under this provision, the worker must provide Company with a copy or notice summoning him to appear and if so requested, documentary evidence of the amount of fees received for performing such service. Jury Duty and Witness Pay shall be limited to no more than seven (7) days per employee.

ARTICLE 38: MAINTENANCE OF STANDARDS

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

ARTICLE 39: DURATION

This Agreement shall be in full force and effect from May 1, 1986 to April 30, 1988. This Agreement shall automatically renew itself upon expiration of this Agreement unless either of the parties shall have given notice in writing to the other party sixty (60) days prior to the expiration, requesting negotiations for a new Agreement. During this sixty

(60) day period, all terms and conditions of this contract shall remain in full force and effect.

This Agreement and Supplemental Agreements attached hereto are executed this _____ day of _____, 1986.

ABATTI PRODUCE, INC.

UNITED FARM WORKERS OF AMERICA, AFL-CIO

By: _____

By: _____

By: _____

By: _____

By: _____

APPENDIX "A"

JOB DESCRIPTIONS

General Field and Harvesting

the
e classification covers general field harvesting and
scellaneous duties not otherwise covered by other wage
assifications or new changed operations that may be subject to
Article 17, New or Changed Operations.

*miscellaneous
classifications*

Thin and Hoe

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

*excess
Company*

Irrigator

installs
stalls, moves and services the appropriate irrigation systems
the distribution of water to the farming operations as
ected by the Company.

*for the
directed*

Tractor Driver A

Precision
recision planting, precision application of agricultural
micals, precision border driving, motor grading in building
ds and building ditches, and/or listing. Operator may be

*chemicals
roads*

bus

Onion Clipping

(A piece-work operation)

Retrieves onions previously taken from the ground and with hand scissors trims the crown and the roots from the bulb, thereafter placing the trimmed onion in bucket and then into stub sack.

APPENDIX "B"

WAGES

	<i>May</i> Nov. 1, 1986	<i>May</i> Nov. 1, 1987
General Field	4.65	4.50 4.80
Cantaloupe Machine Harvest	4.65	4.50 4.80
Thin & Hoe	4.65	4.50 4.80
Irrigators (Hourly)	4.65	4.50 4.80
Irrigators (Shift)	93.00	94.50 94.00
Shoveler	4.65	4.50 4.80
Tractor A	5.55	5.50 5.80
Tractor B	5.45	5.50 5.70
 <u>Lettuce Conventional Harvest</u>		
24's	.895	.85 .90
30's	.93	.85 .93
Waterboy	4.65	4.50 4.80
Windrower	4.65	4.50 4.80
 <u>Cantaloupe Harvest</u>		
Hourly (Break Field)	4.65	4.50 4.80
- Pickers (per foot 3 feet high)	6.25	6.35
Reynas - Drive Bus	57.00	59.00
Reynas - Don't Drive Bus	47.00	49.00
Onions (.55 lb. sack 3/4 full)	.60	.60 .60

Rapini per pound	.115	.115
Asparagus box	2.40	2.40
hourly	4.00	4.10
Rapini hourly guarantee	3.35	3.35
Shop Rate	5.40	5.55

APPENDIX "C"

NOTICE OF RECALL*

BY

ABATTI FARMS, INC. AND ABATTI PRODUCE, INC.

AND

THE UNITED FARM WORKERS OF AMERICA, AFL-CIO

In accordance with the provisions of Article 4 of the Agreement between Abatti Farms, Inc. and Abatti Produce, Inc. and the United Farm Workers of America, AFL-CIO, you are hereby given official notice of recall for reemployment as a _____ . It is anticipated that this work will begin on _____ and the estimated duration is approximately _____ working days. The exact starting date is subject to change. You may obtain the exact starting date by telephoning the Company office at _____ or the Union office at 357-6270. Failure to report to work in response to this recall will result in your loss of seniority under Article 4.

*in Spanish

SUPPLEMENTAL AGREEMENT NO. 1

This Supplemental Agreement between ABATTI PRODUCE, INC. and the UNITED FARM WORKERS OF AMERICA, AFL-CIO, supplements and, as provided herein, modifies the Agreement between these parties.

A. VACATIONS

A "fiscal year" under the provisions of Article 21, Vacations, of this Agreement shall be July 1 through June 30. Vacations shall be paid annually to those workers who qualify under the provisions of Article 21, Vacations, by the 30th of July, effective upon signing of this Agreement.

B. ONIONS

1. The Company shall provide sacks of a single standard size.
2. There shall be no favoritism in the assignment of claims.
3. Piece rate is for 55 pounds.

C. LETTUCE HARVEST

1. Loaders shall not be required to windrow.
2. Windrowers shall be paid by the hour separately from the crews.
3. Mufflers on all stitcher and haul trucks shall be modified to an upward position and covered with a cage-type shield to prevent injury to workers, within 90 days of the signing of this Agreement.

4. The Company shall provide a cool can for the loaders in each crew.

5. In accordance with the provisions of Article 13, Health and Safety, of this Agreement, the Company shall provide the following equipment: gloves to closers and loaders; knives to cutters; gloves to cutters if requested.

6. Loaders shall be paid all waiting time after the crew leaves in excess of two (2) hours at the general field and harvesting rate when four (4) loaders are working and where waiting is not caused by an Act of God or other cause beyond the control of Company.

D. RETROACTIVITY

Within thirty (30) days of the signing of this Agreement, the Company shall pay to all workers, employed by the Company during the thirty (30) day period preceding the signing of this Agreement the difference between the rates paid to such workers during that period and the applicable wage rates in Appendix "B," Wages, of this Agreement.

E. IRRIGATOR

In accordance with the Company's past practice, irrigators shall be paid by the hour at the rate set forth in Appendix "B," Wages, of this Agreement for each and every hour on the job, unless they are assigned to 12-hour or 24-hour shifts, in which case they shall be paid on a flat rate as set forth in Appendix "B."

F. LEAVES OF ABSENCE

It is understood that in the application of Article 11, Leaves of Absence, leaves of absence for valid personal reasons shall be taken only with the consent of the Company, which shall not be unreasonably withheld.

G. MELONS

1. The Company shall provide an adequate supply of clean water and ice.

2. All planks shall be of adequate width and length to ensure the safety of the workers.

H. PAYDAY

Payday shall normally be weekly on Wednesday.

I. QUALITY OF FIELD OPERATION

The Company and Union acknowledge that the quality of field operations and produce is of utmost importance to the Company's reputation and ability to obtain a premium for its produce. Union agrees that it will make every effort to encourage high quality workmanship standards in the field through communication with the workers or through other measures mutually agreeable to Company and Union.

J. MEETING SITE

In recognition of the past practice and custom of the tractor drivers and irrigators to meet daily at the Company shop, without being required to do so, to be informed of the availability of work and of work assignments, it is agreed that

gathering at the shop meeting site shall not trigger the pay guarantees set forth in Article 19, Reporting and Standby Time, of this Agreement.

K. TRACTOR DRIVERS

1. The Company shall continue the past practice of a one-hour unpaid lunch for tractor drivers.

2. Tractor drivers will be paid the rate for Tractor Driver A set forth in Appendix "B," Wages, of this Agreement only for time spent at work classification as Tractor Driver A work but shall, in any event, not be paid such rate for less than one (1) hour in any day in which such work is done.

3. Better equipment (e.g., air-conditioned) shall be assigned on a seniority basis, provided, however, that such equipment is appropriate, in the sole judgment of the Company for the assigned task.

L. WARNING NOTICES

Any warning notices or "tickets" issued by the Company shall be considered to be automatically protested by the Union.

M. TOOLS AND EQUIPMENT FOR TRACTOR DRIVERS

Company shall provide necessary tools and equipment for tractor drivers to perform their jobs. Tractor drivers shall sign for and be responsible for all such tools and equipment, and shall return all such tools and equipment to the Company in good repair.

Drivers shall not be responsible for damage due to normal wear and tear. Drivers shall be charged only actual cost for equipment and tools not returned or tools damaged other than as a result of normal wear and tear.

N. PROTECTIVE GARMENTS

The Company shall provide all legally required protective garments, and such other garments as it deems appropriate and necessary, to workers engaged in the spraying or application of chemicals.

O. PERSONAL TRANSPORTATION

No worker shall be required to provide transportation to other workers.

SUPPLEMENTAL AGREEMENT NO. 2

SENIORITY

Article 4, Seniority, of this Agreement is applicable to the Company to the extent that it does not differ or conflict with the provisions of this Supplemental Agreement. Wherever this Supplemental Agreement does differ or conflict with this Agreement, this Supplemental Agreement shall apply and will supersede the Agreement.

A. RECALL OF SENIORITY WORKERS

For purposes of clarification of Article 4, Seniority, Section E, the following applies:

1. At the end of each operating season, the Company shall secure the address of each seniority worker for recall notification.
2. Two (2) weeks before the start of any operating season, the Company shall notify each seniority worker by post card of the estimated starting date of the work and the approximate duration thereof, and the Company shall provide the Union with a list of all seniority workers so notified.
3. Two (2) days prior to the actual starting date of work, the Company, as in the past, through its foremen shall advise seniority workers of the exact starting date of work.

All provisions of Article 3, Hiring, and Article 4, Seniority, shall apply in the recall of workers.

B. The Company shall maintain a separate seniority list for each of the following:

1. General Labor Hourly Crew
2. Thin and Hoe
3. Irrigators
4. Shovelers
5. Sprinkler Crew
6. Tractor Drivers and Machine Operators
7. Piece-Rate Lettuce Harvest
 - a. Cutters/Packers
 - b. Closers
 - c. Loaders
 - d. Waterpersons
 - e. Windrowers
8. Piece-Rate Cantaloupe Harvest
9. Watermelon Harvest
 - a. Cutters
 - b. Pitchers
 - c. Stackers
10. Onion Harvest
11. Rapini Harvest
12. Master List
13. Broccoli Harvest
14. Cantaloupe Machine Harvest

C. Where applicable, each worker shall have a seniority date with the Company, a seniority date within his or her commodity or crop operation, and a seniority date within his or her classification. The Master List shall be by date of hire by the Company and shall include all workers.

D. A break in seniority in one commodity operation shall not constitute a break in seniority in any other commodity operation. Each worker shall maintain seniority on each list separately until seniority is broken on that list.

E. Layoffs shall be in order of classification seniority with the worker having the least classification seniority being laid off first and the workers with the highest classification seniority being recalled first.

F. When a worker is promoted, he or she shall have a seniority date-of-entry in the new classification but retain his or her original Company seniority date for other purposes. A promoted worker shall retain his or her seniority date in his or her former classification for a period of thirty (30) days. At the end of this thirty (30) day period, the worker shall either establish a new seniority date from the day on which he or she entered the classification to which he or she is promoted, or return to his or her former classification with his or her original seniority date within that classification.

G. Temporary vacancies, such as those created by a worker's short-term illness, injury or other temporary absence

are not subject to posting as described in Article 4, Seniority, Section D. The Company shall, as far as possible, fill temporary vacancies on the basis of seniority.

H. A worker may request, and with the consent of the Company, be granted a layoff out of seniority order as work diminishes, provided there are sufficient workers to complete the work.

I. IRRIGATORS

According to past practice, the Company shall rotate irrigation work among irrigators in order to provide approximately equal work opportunity to all irrigators.

J. LETTUCE HARVEST

At the start of each operating season, workers shall be recalled in seniority order within each classification to fill the necessary number of crews. Workers who are recalled shall distribute themselves to the crews in which they have seniority. If more workers within a classification wish to be in a crew than can be accommodated, preference for crew shall be granted in classification seniority order. During the operating season, workers shall be called in classification seniority order to fill job openings.

During and through the end of the operating season, available work shall be rotated among the steady crews to provide approximately equal work opportunity.

K. SENIORITY LISTS

The seniority lists shall include the name of each worker, his Company seniority date, Social Security number and appropriate job or commodity classification and date. The seniority list for year-round workers shall be posted each three (3) months thereafter and the Company shall provide a copy to the local Union field office. The seniority list for each crop operation shall be posted for a period of two (2) weeks prior to the start of, and at the end of, each operation. The local Union field office shall be given a copy of said seniority lists at the time of posting.

Appeals concerning the accuracy of the lists may be made up to two (2) weeks after each posting is completed. If the dispute remains after two (2) weeks, any unresolved matters relating to the seniority lists may be submitted to the Expedited Arbitration Procedure.