

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

AMPAC GARDEN, PERRY'S - CARPINTERIA BRANCH

AND

UNITED FARM WORKERS OF AMERICA

12/19/80 -  
12/18/83

## INDEX

	<u>Page</u>
Article 1. Union Recognition	1
Article 2. Union Security	2
Article 3. Hiring and Layoff	4
Article 4. Seniority	5
Article 5. Grievance and Arbitration Procedure	8
Article 6. Discipline and Discharge	12
Article 7. Access to Company Property	12
Article 8. New or Changed Operations	13
Article 9. Leaves of Absence	13
Article 10. Maintenance of Standards	15
Article 11. Supervisor and Bargaining Unit Work	16
Article 12. Workers' Security	16
Article 13. Records and Pay Periods	16
Article 14. Health and Safety	17
Article 15. Union Label	19
Article 16. No Discrimination	19
Article 17. Bulletin Boards	19
Article 18. Income Tax Withholding	20
Article 19. Credit Union Withholding	20
Article 20. Locations of Company Operations	20
Article 21. Subcontracting	21
Article 22. Modification	21
Article 23. Savings Clause	21

	<u>Page</u>
Article 24. Successor Clause	22
Article 25. Management Rights	22
Article 26. No Strike or Lockout	23
Article 27. Mechanization	23
Article 28. Reporting on Payroll Deductions and Fringe Benefits	23
Article 29. Hours of Work and Overtime	24
Article 30. Reporting and Standby Time	24
Article 31. Rest Periods	24
Article 32. Vacations	25
Article 33. Holidays	26
Article 34. Sick Leave	27
Article 35. Injury on the Job	28
Article 36. Robert F. Kennedy Farm Workers Medical Plan	28
Article 37. Juan De La Cruz Farm Workers Pension Fund	29
Article 38. Martin Luther King, Jr. Farm Workers Fund	29
Article 40. Wages	30
Article 39. Duration of Agreement	30
Schedule A	31

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

AMFAC GARDEN, PERRY'S - CARPINTERIA BRANCH

AND

UNITED FARM WORKERS OF AMERICA

This Collective Bargaining Agreement and certain specified supplemental agreements are between Amfac Garden, Perry's - Carpinteria Branch, 4385 Foothill Road, Carpinteria, California 93013 ("Company" herein), and the United Farm Workers of America, AFL-CIO ("Union" herein), and said Collective Bargaining Agreement shall operate for the purposes of establishing uniform wages, hours and working conditions as hereinafter defined. The parties agree as follows:

ARTICLE I. UNION RECOGNITION

A. The Company does hereby recognize the Union as the sole exclusive bargaining agent representing all of the Company's agricultural workers in Santa Barbara County (hereinafter called "workers") in the unit set forth in the Agricultural Labor Relations Board's certification in case number 80-RC-Z-OX. In the event the Agricultural Labor Relations Board certifies other Carpinteria Branch workers not here included within this certified unit to be properly included within such unit, such additional workers shall be included under the terms of this Agreement. The term "worker" shall not include supervisory employees who have the authority to hire, transfer, suspend, layoff, 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 the 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; nor shall the term "worker" include office clerical and other confidential employees and guards.

B. All agricultural joint ventures, partnerships, and any other forms of agricultural business operation by and between the Company in Santa Barbara County shall be covered by the terms of this Agreement. If the Company acquires any additional properties by lease, rent, or management for agricultural purposes in Santa Barbara County, then this Agreement shall apply. Finally, no business device, financial arrangement, method of business or business transaction of any kind shall be used to circumvent 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 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 participation or non-participation in Union activities.

E. Neither the Company nor the Union, nor representatives of either party, will take any action to disparage, denigrate or subvert the other party. The Company will not promote or finance any labor organization, including any competing labor organization.

F. The Company and the Union will make known to their respective agents the responsibilities and commitments as set forth above with respect to recognition of the Union.

## 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) workdays

after the beginning of employment, or five (5) days from the date of the signing of this Agreement, whichever is later. Any agricultural worker who fails to become a member in good standing of the Union within the time limits set forth herein, or who fails to remain a member in good standing, shall be terminated or suspended by the Company within three (3) workdays of receipt of written notice from the Union to the Company stating that the worker is not a member in good standing, as defined by the Union Constitution, and shall not be reemployed until the Company receives written notice from the Union of the worker's good standing status.

B. The Company agrees to furnish to the 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 job classifications.

C. The Company agrees to deduct from each worker's pay initiation fees, all periodic dues, and reasonable assessments as required by the Union, upon presentation by the Union of individual authorization signed by workers, directing the Company to make such deductions. The Company shall make such deductions from the worker's pay for the payroll period in which the authorization 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, and shall remit monies weekly. The Company shall provide a monthly summary report as soon as possible, but not later than the twentieth (20th) day of the month following the ending date of the previous month's pay period, containing the names of all bargaining unit 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. The 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 Union will furnish the Company with membership and check-off cards. If the Company procures workers from any other source than the Union, the Company will explain the membership and check-off arrangements between the Company and the Union at the time of hiring new workers. 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) workdays after the beginning of their employment. The Company shall furnish workers membership applications and dues check-off authorization forms as provided by the Union. When workers sign the membership and check-off cards, the Company will immediately give a copy of the check-off card to the worker, retain a copy for its use pursuant to Section C above, and turn over per arrangement the check-off and membership application copy to the Union area office.

E. The Union shall indemnify and hold the 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 the Company for the purpose of compliance with any of the provisions of this Article.

### ARTICLE 3. HIRING AND LAYOFF

A. Whenever the Company anticipates the need for new or additional workers to perform any work covered by this Agreement, the Company shall notify the Union, giving as much notice as the Company itself has, and stating the approximate number of workers needed, the type of work to be performed, the estimated starting date of the work and the approximate duration thereof. The Company shall notify the Union promptly of any change.

B. The Company will make available to the Union in writing five (5) workdays after hiring new workers the names, Social Security numbers and dates hired of all workers hired.

C. The Company shall have the sole discretion to hire or not to hire persons referred by the Union or persons from any other source, provided it shall not discriminate against applicants for any reason, including membership or nonmembership in any labor organization.

D. The Company will give the Union as much notice as the Company itself has of any layoff.

#### ARTICLE 4. SENIORITY

A. After a worker has worked for the Company at least twenty (20) workdays within the preceding thirty (30) calendar days, he shall acquire seniority with the Company retroactive to his date of hire. Discharges resulting from poor work performance or other nondiscriminatory reasons during this period shall not be subject to the Grievance Procedure set forth in Article 5. Seniority shall be defined as the total length of continuous service of the worker with the Company. A break in service terminates the worker's seniority. Layoffs are not considered a break in service.

B. Seniority will be extended from the date of hire or rehire, and seniority shall be broken for the following reasons only:

1. Voluntary quit.
2. Discharge for just cause.
3. When a laid-off worker fails to report within three (3) workdays after work is scheduled to commence, unless satisfactory reasons are given to the Company and the Union, which shall not include continuation of other employment.
4. When a worker fails to report to work at the termination of a leave of absence or vacation without an approved extension, as per Article 9, Section D, Leave of Absence, of this Agreement, or accepts employment with another company.

5. When a worker leaves the bargaining unit to accept a supervisory or other position with the Company outside the bargaining unit.

6. Leave of absence for illness or injury in excess of twelve (12) months, unless the leave is extended by the Company.

The Company will provide to the Union on a weekly basis a list of workers by name, Social Security number, seniority date, and job classification that broke seniority during the prior week, pursuant to this Section.

C. The filling of vacancies, new jobs, making promotions, demotions, transfers, layoffs, recall from layoff, or reclassification shall be on the basis of seniority, provided the worker(s) has (have) the qualifications necessary to perform the work under normal supervision.

D. Whenever there is a layoff in any classification of the work force, layoffs shall be by seniority within the classification, with the workers having the lowest seniority laid off first.

E. Whenever the Company recalls workers, the Company shall recall by seniority order, having the worker with the highest seniority in each classification recalled first. 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.

F. Workers reduced or laid off from any classification upon restoration of the work force shall return in seniority order to the classification from which they were reduced or laid off.

G. Whenever a vacancy occurs in a job classification with a higher rate than general labor, such vacancy shall be posted on the Company's bulletin boards. A copy of such posting shall be provided the Steward. The posting shall be made at least ten (10) days before the vacancy is permanently filled and shall set forth the minimum qualifications necessary for filling the vacancy. Workers desiring consid-

eration for the higher rated job will so indicate by signing the posting. The senior worker having the minimum qualifications shall be selected for the vacancy, and he or she shall be given a fair opportunity to learn such job. If such worker cannot perform the job, he or she shall return to his or her former classification and rate, and the Company will then select the next senior worker who had signed the posting, and he or she shall be given a fair opportunity to learn such job. The selection procedure will be repeated until the seniority list has been exhausted.

H. The Company, when anticipating the recall of seniority workers, shall notify the worker and the Union in writing two (2) weeks prior to the estimated starting date of the work, if possible, and shall at least give as much prior notice as it itself has. The notice shall include the approximate duration of the work and shall include the worker's name, Social Security number, seniority date, job or classification. The Company shall then notify the worker when to report to 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 Section E, above, shall apply to the recalled worker. All notices shall be mailed First Class with copies provided to the Union. When recall letters sent to workers are returned to the Company with Postal Service notification of non-delivery, the Union shall be notified of the worker's name and the address from which the letter was returned. The Company shall make available to the Union any returned letter and envelope upon request.

I. The Company will notify the Union in writing of layoffs seven (7) days prior to layoff or as soon as it is determined a layoff is necessary. The Company will furnish the Union with a list of workers laid off and will make every effort to provide such list of workers prior to the layoff.

J. 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 or her seniority date, Social Security number, and job classification. The Company shall post such seniority list on the Company's bulletin board as follows: The seniority lists shall be posted by the Company at the signing of this Agreement and thereafter every three (3) months for a period of two (2) weeks. If a question arises concerning the accuracy of the lists, the Union and the Company have up to two (2) weeks after the posting is completed to resolve the dispute, provided, however, that any worker not on the Company's payroll during such two (2) week period shall have up to ten (10) workdays to file a grievance on the accuracy of the seniority list after he or she returns to the Company's payroll, or if a worker is not recalled, such worker shall have the right to file a grievance on the accuracy of the seniority list upon discovery thereof. If the dispute remains after two (2) weeks, any unresolved matters relating to the seniority lists may be submitted to the expedited procedure of Article 3, Section 3, Grievance and Arbitration Procedure.

K. It is understood that the Company and the Union may agree in writing to make deviations from those seniority provisions regarding application of seniority. The Union and the Company may agree to review and revise a seniority provision and no other part of the contract, one year after the date of signing of this Agreement, if either party so requests.

#### ARTICLE 3. GRIEVANCE AND ARBITRATION PROCEDURE

A. The parties 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 such disputes arising under this Agreement.

B. Time lost by the grievant(s), Steward(s) and Grievance Committee members from their jobs in the processing of grievances shall not be paid by the Company. In the event the Company requests a grievance meeting during regular working hours, the time lost by the grievant(s), the Steward(s) and Grievance Committee members attending such meeting shall be without any loss of pay, and the Company shall allow the grievant(s), Steward(s) and Grievance Committee members to attend in the numbers set forth below.

C. Aggrieved workers shall have the right to be present at each step of the procedure.

D. Where the presence of a particular supervisor, worker, or union representative is necessary for settlement of a grievance, the Company and Union shall, where practicable, attempt to make such persons available at the appropriate step of the Grievance Procedure.

E. Grievances dropped by either party prior to an Arbitration hearing shall be deemed waived and considered as withdrawn without prejudice to either party's position on a similar matter in the future. Failure to file a grievance in writing within thirty (30) calendar days from the event giving rise to the grievance or the discovery thereof by the grieving party shall constitute a waiver of such grievances; a grievance over a discharge which is not filed in writing within ten (10) workdays from the date of discharge shall similarly be deemed waived.

F. **FIRST STEP:** Any grievance arising under this Agreement shall immediately be taken up between the Company's supervisor involved and one (1) Union Steward. They shall use their best faith efforts to resolve the grievance within two (2) workdays of the time in which it is taken up. In the event grievances are not satisfactorily resolved within the two (2) workday period, the grieving party may proceed to the Second Step, provided that he or she immediately reduces the nature of the grievance to writing and immediately files it with the appropriate party's desig-

nated representative; provided further that either party may notify the other party that the grievance must be expedited and presented to the Arbitrator in accordance with Section K of this Article.

G. SECOND STEP: Any grievance not satisfactorily resolved within two (2) workdays of the time in which it was taken up at the First Step shall within ten (10) workdays thereafter be discussed in a meeting between the Grievance Committee of no more than three (3) members and the Company's representative(s) designated to resolve such matters. A representative of the Union shall also participate in such meeting unless the Union representative authorizes the Committee to proceed and so advises the Company. If the grievance is not satisfactorily resolved in such meeting, the party receiving the grievance shall within one (1) workday have a written response to the other party regarding its position, including reason for denial. Failure of the grieving party to appeal to the Third Step within thirty (30) calendar days shall waive the grievance.

H. THIRD STEP: If the parties cannot resolve the dispute in Step One or Step Two above, the grievance shall within thirty (30) calendar days be referred to Arbitration.

I. SELECTION OF THE ARBITRATOR; ARBITRATOR'S DUTIES AND AUTHORITY: In the event an Arbitrator cannot be agreed upon mutually, the following procedure for selecting such Arbitrator shall be used: A list containing a minimum of seven (7) names shall be requested from the American Arbitration Association. Upon receipt of this list the parties shall meet immediately to select an Arbitrator by alternately striking one name from this list until one name is remaining; the final name remaining shall be the Arbitrator. The party to strike the first name shall be decided by the flip of a coin. Upon failure of any requested Arbitrator to act for any reason whatsoever, the Company and the Union shall immediately select another Arbitrator by repeating the above process.

The Arbitrator shall consider and decide only the grievances referred to him, and his decision shall be final and binding on the Company, the Union, and the workers. The Arbitrator shall not have the authority or jurisdiction to modify, detract from or alter any provisions of this Agreement. The Arbitrator shall have the authority to revoke or modify any form of discipline and recommend awarding back pay for loss of earnings if he or she so determines. The Arbitrator must render a decision in writing to the parties within fifteen (15) days from the date of the closing of the hearing. The Arbitrator shall have access to the Company's property if necessary.

J. Either party may invoke an expedited procedure to have unresolved grievances immediately heard before the Arbitrator, but in any event not later than two (2) calendar days after the day on which the grieving party notified the other party that the grievance must be expedited. The duties and the authority of the Arbitrator shall be the same as under Section I above. The Arbitrator shall issue a bench decision and will issue a written decision within twenty-four (24) hours of the close of the expedited hearing. The Arbitrator shall have access to the Company's property if necessary.

K. Should either party fail or refuse to participate in any steps of the grievance machinery, the grieving party shall have the right to refer the matter to the Arbitrator immediately for his or her consideration in a formal hearing. Such hearing may be ex parte, i.e., with only one side present, provided that the Arbitrator may temporarily delay an ex parte hearing to permit immediate bona fide efforts to settle an issue without a hearing.

L. Decisions of the Arbitrator shall be in writing, signed and delivered to the respective parties. Unless otherwise mutually agreed, all testimony taken at Arbitration hearings shall be under oath, reported and transcribed. All expenses and salaries of the Arbitrator shall be paid by the losing party. If a question arises

as to the losing party, this shall be decided by the Arbitrator hearing the grievance then in dispute. Each party shall pay the cost of presenting its own case.

#### ARTICLE 6. DISCIPLINE AND DISCHARGE

A. No worker shall be disciplined or discharged except for just cause. Prior to any discharge, the Company shall notify a Steward and/or a Union representative, and such Union Steward or representative shall be present when formal charges are made.

B. Within forty-eight (48) hours of any discharge, the Union representative will be notified in writing of the reasons for such discharge. With respect to any other disciplinary action resulting in a written warning, the Company shall notify the Union representative of the warning within a reasonable period of time following its issuance.

C. Inability to meet individual production pace in relation to a piece rate or incentive plan shall not be conclusive evidence for the purpose of disciplining or discharging a worker except when the worker's level of piece rate production is consistently below normal standards. This provision shall not, however, constitute any limitation on the Company's right to discharge or discipline for unsatisfactory work performance.

#### ARTICLE 7. ACCESS TO COMPANY PROPERTY

A. Duly authorized representatives of the Union shall have reasonable access to the Company grounds to see that the Agreement is being enforced, provided that no interview shall be held that would unreasonably interrupt the duties of any worker. In the exercise of the foregoing, there shall be no unnecessary interference with the productive activities of the workers unless mutually agreed upon

between the Company and the Union. The Union shall spend no more time on Company property than is adequately necessary to administer this Agreement.

B. The Union representative shall call the Company and make an appointment to visit the operation at least one (1) hour in advance of his/her visit. The representative of the Union shall contact the designated representative of the Company upon arrival at the Company premises. Union representatives shall make every reasonable effort to confer with employees during nonworking periods, such as break periods, lunch period, and before and after the workday.

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

### ARTICLE 8. 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 classification and rates of pay in Appendix "A" 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 9. LEAVES OF ABSENCE

#### LEAVES OF ABSENCE FOR UNION BUSINESS

A. Any worker elected or appointed to an office or position in the Union shall be granted a leave of absence for a specified period of service with the Union, not to

exceed one (1) year, upon written request of the Union. Notice must be given to 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 and limited to three (3) workers at any one time. Seniority shall not be broken or suspended by reason of such leave. This Section does not pertain to workers who accept employment with another company.

B. Temporary leaves of absence to conduct Union business shall be provided under the following conditions:

1. Such temporary leaves shall be limited to a maximum of ten (10) workdays each calendar year.

2. A maximum of five (5) workers shall be granted leave at any one time, provided that the worker's job skill is not vital to the Company's operations.

3. The Union shall provide the Company with at least five (5) workdays written notice prior to the commencement of any such leave.

#### OTHER LEAVES

C. A leave of absence shall be granted to workers on the seniority list for any of the following reasons without loss of seniority:

1. Jury Duty - When a worker is called for jury duty, that worker must immediately notify the supervisor of that notice. The worker must provide the Company with a statement filed by an official of the court certifying as to the worker's service as a juror or appearance in court for that purpose and the date or dates of attendance. No loss of seniority shall occur for any worker who is called to serve on jury duty. However, any worker who has not fulfilled the probationary period under Article 4, Seniority, will be required to pass such period upon returning to work.

2. Illness or Injury - A seniority worker may be granted a leave of absence not exceeding one (1) year for restoration of health, medical, dental or other treat-

ment, provided the worker can provide the Company with substantiation by medical certificate. The Company may require the worker to take a physical examination to be administered by a Company-appointed physician to verify the worker's physical inability to perform assigned duties.

3. Valid Personal Reasons - A seniority worker may be granted a leave for valid personal reasons not to exceed thirty (30) days. All requests for a leave of absence with the exception of emergencies shall be in writing, and, if approved, the approval shall be in writing. The Company shall forward to the Union a copy of the approved leave of absence. Except for verified emergencies, as determined by the Company, personal leave will not be granted during peak operating seasons. .

If more workers want a leave of absence for the same period than can reasonably be spared by the Company, the worker with the highest seniority shall have first preference for such leave of absence period. However, when a worker requests an emergency leave, the Company may agree to grant such emergency leave to that worker over other workers with higher seniority.

D. Leaves of absence for illness, injury or valid personal reasons may be extended by the Company if a request for such extension is made by the worker in writing to the Company office with a copy to the Union prior to termination of the original leave.

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

#### ARTICLE 10. MAINTENANCE OF STANDARDS

A. The Company agrees that all conditions of employment relating to wages, hours of work, fringe benefits, and general working conditions that are not altered by this Agreement shall be maintained at no less than those in effect at the

location covered by the Agreement at the time of signing. Conditions of employment shall further be improved in accordance with the specific provisions for improvement made elsewhere in the Agreement.

B. The Company agrees to observe all past and established practices favorable to the workers or embodying procedures protective of the workers' rights, unless or until altered by this Agreement or other mutually agreed-upon changes.

#### ARTICLE 11. SUPERVISOR AND BARGAINING UNIT WORK

Supervisors and other employees not included in the bargaining unit shall not perform any bargaining unit work covered by this Agreement, other than that which was established by past practice, except for instruction, training, and emergencies.

#### ARTICLE 12. WORKER'S SECURITY

A. The Company agrees that any worker may refuse to pass through any legitimate and bona fide picket line of another company that is sanctioned by the Union.

B. No worker under this Agreement shall be required to perform work that normally would have been done by workers of another employer who are engaged in a strike, as defined in Section A above.

#### ARTICLE 13. RECORDS AND PAY PERIODS

A. The 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 total wages each payday, which shall include the worker's Social Security number.

B. The Union shall have the right, upon notice given to the Company, to examine time sheets, work production or other records that pertain to workers' compensation and that are necessary to the processing of grievances. The Company reserves the right to have its representative(s) present at all times during such inspection. No original record shall be removed by the Union or its representative(s).

#### ARTICLE 14. HEALTH AND SAFETY

A. The Company and the 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 agricultural practices of today that certain agricultural chemicals must be used for the control of pests and growth of the product. The Company recognizes that use of certain chemicals may be injurious to all personnel. The use of such chemicals must be so as not to cause injury to workers.

B. The Union may cause to be formed a Health and Safety Committee (the "Committee") comprised of worker representatives. Members of the Committee shall have free access to all records concerning the use of all pesticides and sprays. The Committee may advise the Company on matters relating to the health and safety of workers, including, but not limited to, the following: use of economic poisons; the use of garments, materials, tools and equipment as they may affect the health and safety of workers, and sanitation conditions.

C. The Company will comply with all applicable laws relating to the health and safety of farm workers and will not use any banned chemicals, including, but not limited to: DDT, DDE, DDD, 2-4D, 2-4-5T, Aldrin, Dieldrin, Endrin, Parathion, TEPP, Monitor 4, Chlordane, Heptachlor, Ethyl Parathion, Omite, Lomite, Disoletan, Phosalone, Dioxathion. In keeping with past practices, it is the intention of the Company that all spraying or other applications will be made only by individuals certified by the State of California.

D. The following records shall be kept and made available to the Committee and to any other authorized Union representative:

1. Location of area 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.

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

F. In accordance with law, there shall be adequate toilet facilities, separate for men and women, readily accessible to workers, that will be maintained by the Company in a clean and sanitary manner.

G. Within a reasonable distance from each place where there is work being performed, the Company shall provide suitable, cool, potable drinking water convenient to workers. Individual paper or plastic drinking cups shall be provided.

H. Tools and equipment and protective garments necessary to perform the work and/or to safeguard the health of or to prevent injury to a worker's person shall be provided, maintained and paid for by the Company, such as but not limited to: rain gear, boots, overshoes, clippers. Workers shall be responsible for returning all such equipment that was checked out to them, but shall not be responsible for breakage. Receipts for returned equipment shall be given to the worker by the Company.

I. Adequate first aid supplies as required by Cal-OSHA shall be provided and kept in clean and sanitary dust-proof containers.

ARTICLE 15. UNION LABEL

The parties recognize that any provision concerning the use of a Union Label is currently inapplicable to the business of the Company. If at any time both the Union and the Company agree that it has become desirable, language for this Article (15) shall be drafted. Unresolved disputes about such language in application of such principles may be referred to the Arbitration Procedure in Article 5.

ARTICLE 16. NO DISCRIMINATION

A. 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.

B. It is the policy of Amfac Garden, Perry's - Carpinteria Branch to recruit, hire, train, and promote workers in all job classifications and to administer all compensation and employee benefit programs based upon individual qualifications and performance without regard to race, religion, national origin, color, sex, age, or any other applicable federal or state requirement, except where certain factors or conditions are bona fide occupational requirements.

ARTICLE 17. BULLETIN BOARDS

The Company will provide one (1) bulletin board placed at a central location, upon which the Union may post notices of Union business; provided, however, that the Committee shall assure that such notices shall not be posted nor remain posted if in violation of any provision of this Agreement, and they shall be signed by the Ranch Committee member(s) posting them.

ARTICLE 18. INCOME TAX WITHHOLDING

The Company shall deduct federal and state income tax in accordance with standard lawful practices with scheduled deductions for workers who agree in writing to such withholding.

ARTICLE 19. CREDIT UNION WITHHOLDING

A. 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 weekly basis to that organization at P. O. Box 62, Keene, California 93531, or such other address as designated by the Administrator of the Fund. This does not constitute an endorsement of this Fund or incur any legal obligation on the part of the Company in any way.

B. It is understood and agreed that the Company's existing payroll system will not accommodate this provision, and, therefore, implementation of withholding pursuant to paragraph A above will be delayed pending accomplishment of necessary revision to that system.

C. The Union shall indemnify and hold the Company harmless for 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 the Company to comply with this Article 19.

ARTICLE 20. LOCATIONS OF COMPANY OPERATIONS

The Company has provided the Union with a description of its present Carpinteria operation and current product listing. The Company will provide the Union with prompt notice of any additional products, locations, or acreages added to its Carpinteria Branch operation.

#### ARTICLE 21. SUBCONTRACTING

The Company shall not subcontract any bargaining unit work on the premises during the term of this Agreement except: (1) where specialized equipment not owned by the Company is required; (2) in the application of agricultural chemicals; (3) where major repairs or construction is needed; (4) where otherwise mutually agreed upon by the Union and the Company. This clause does not prevent the Company from buying material of a highly specialized nature or to cover shortages of supply in accordance with past practices. However, it is understood and agreed that the Company shall not subcontract to the detriment of the Union or bargaining unit workers. The Company will notify the Union in advance of any subcontracting on the premises.

#### ARTICLE 22. MODIFICATION

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

#### ARTICLE 23. SAVINGS CLAUSE

In the event any portion of this Agreement shall become ineffective 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. Nothing in this Agreement shall in any way dilute the rights of the Union or the Company under public law.

#### ARTICLE 24. SUCCESSOR CLAUSE

A. 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.

B. Effective as of said sale or transfer, the Company shall be relieved of all further responsibility or liability under this Agreement, and such buyer or transferee shall thereupon be liable hereunder.

C. A sale of assets, either in whole or in part, which does not involve the continuation of the workers of the Company to operate such sold or transferred business or assets shall not be subject to the provisions of Section A of this Article.

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

#### ARTICLE 25. MANAGEMENT RIGHTS

All rights, powers and authority exercised or possessed by the Company prior to the certification of the Union by the ALRB are specifically retained by the Company except as expressly limited herein or limited by law. The management of the operations and equipment; the selection, expansion or discontinuing of operations and equipment, crops, and methods; the subcontracting or sale of any portions of the operations or business; and the direction of the working force, including the right to hire, discharge for just cause, discipline, schedule, promote, and transfer to maintain order and efficiency, shall be vested exclusively in the Company. It is expressly agreed and understood, however, that the provisions of this Article shall not be so construed as to deprive the Union of its rights as to discharges for just cause under the Grievance and Arbitration Procedures of this Agreement.

#### ARTICLE 26. NO STRIKE OR LOCKOUT

A. The Company and the Union agree that the Grievance and Arbitration Procedures provided for herein are adequate to provide for a fair and final determination of all grievances arising during the term of this Agreement and that such procedures shall be the exclusive remedy for such grievances.

B. During the term of this Agreement, workers covered by this Agreement shall not engage in any strike, slowdown, sitdown, work stoppage, boycotts, or picketing against the Company, and neither the workers, the Union, nor any officers, agents, or representatives of the Union shall authorize, assist, encourage, condone, ratify, or lend support to, or in any way participate in, any such activities.

C. The Company agrees not to engage in any lockout during the term of this Agreement.

D. The Union shall be responsible for using its best efforts to stop any conduct by its members which is in violation of this Article.

E. The Company may discharge or discipline any worker who violates the provisions of this Article, subject to the Grievance Procedure.

F. Nothing in this Article shall limit the rights available to the parties under the Agricultural Labor Relations Act.

#### ARTICLE 27. MECHANIZATION

In the event the Company anticipates mechanization of any operation, the Company shall meet and confer with the Union to discuss the impact of such mechanization upon its agricultural workers.

#### ARTICLE 23. REPORTING ON PAYROLL DEDUCTIONS AND FRINGE BENEFITS

All contributions due hereunder on fringe benefit plans shall be computed on the preceding monthly payroll for every worker covered by the Collective Bargaining

Agreement. In conjunction therewith, a monthly summary report will be submitted on or before the twentieth (20th) of every month covering the preceding monthly payroll for which contributions for fringe benefits are due. The monthly summary report shall include the workers' names, social security numbers, total hours worked by workers, total number of workers and amount of contributions.

#### ARTICLE 29. HOURS OF WORK AND OVERTIME

- A. The normal workweek shall be Friday morning through Thursday night.
- B. A worker's regular working hours shall be assigned by his/her supervisor. Such assignment is subject to change and shall not constitute a guarantee of hours to be worked. The Company shall schedule extra hours, overtime and weekend work as much in advance as practical.
- C. All workers shall be paid one and one-half (1½) times their regular rate of pay for all hours worked in excess of forty (40) hours in any normal workweek or as otherwise specified by law.

#### ARTICLE 30. REPORTING AND STANDBY TIME

- A. A worker who is required to report to work and who does report and is furnished no work or less than half his/her scheduled day's work, shall be paid for half the scheduled day's work at his/her regular straight time hourly rate of pay.
- B. A worker shall be paid at his/her regular hourly rate of pay for all time he/she is required to remain on the job.

#### ARTICLE 31. REST PERIODS

Workers shall have paid rest periods of fifteen (15) minutes each which, insofar as practical, shall be in the middle of each four (4) hour work period or major fraction thereof.

## ARTICLE 32. VACATIONS

A. A seniority worker shall be entitled to vacation with pay under the following schedule:

1. After one (1) year of employment, the worker shall be entitled to one (1) week of vacation leave.

2. After two (2) years of employment, the worker shall be entitled to two (2) weeks of vacation leave.

3. After seven (7) years of employment, the worker shall be entitled to three (3) weeks of vacation leave.

4. After fifteen (15) years of employment, the worker shall be entitled to four (4) weeks of vacation leave.

B. Vacation pay for one (1) week of vacation leave shall consist of an amount equal to five (5) workdays of eight (8) hours each paid at the worker's regular straight time hourly rate of pay.

C. Unless otherwise approved by the Company, vacations must be taken from June 1 through August 15, and December 1 through January 15.

D. Workers may not carry over accrued but unused vacation leave from year to year and will not be paid for such leave.

E. If too many workers request vacations during the same period, vacation periods will be granted in accordance with the seniority of the workers within each job classification. The Company reserves the final right as to allotment and scheduling of vacation periods. A worker requesting a change in an assigned vacation period must submit his/her request to the Company at least two (2) weeks prior to the worker's scheduled date of departure.

ARTICLE 33. HOLIDAYS

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

- |                   |                           |
|-------------------|---------------------------|
| 1. New Year's Day | 4. Labor Day              |
| 2. Memorial Day   | 5. Thanksgiving Day       |
| 3. July 4th       | 6. Day after Thanksgiving |
|                   | 7. Christmas Day          |

Holiday pay shall be eight (8) hours times the worker's regular straight time hourly pay.

B. Work on any holiday shall be paid at the worker's regular straight time rate of pay in addition to eight (8) hours of holiday pay.

C. When a holiday falls on a Saturday, the preceding Friday shall be the paid holiday. When a holiday falls on a Sunday, the following Monday shall be observed as the paid holiday.

D. To qualify for holiday pay, a worker must be a seniority worker on the payroll during the week of the holiday and must have worked the workday before and the workday after the holiday unless excused from working either day by a supervisor.

E. If a holiday falls during a worker's vacation week, the worker may take one additional day of vacation time.

F. Effective December 19, 1982, the first (1st) Sunday of February shall be designated as an eighth (8th) holiday called Citizenship Participation Day. All workers on Citizenship Participation Day shall receive an amount equal to the number of hours in the workers' normal workday times their regular straight time hourly rate of pay, based upon the preceding payroll week. The above pay for Citizenship Participation Day shall be in addition to any pay due to the worker if he or she is required to work on Citizenship Participation Day. Upon receipt of proper written authorization from the workers the Company shall deduct from such

workers' wages the pay received for Citizenship Participation Day, and the Company shall remit such sum to the Citizenship Participation Committee of the United Farm Workers of America, AFL-CIO, for allocation as designated by the worker. In the event any worker works on Citizenship Participation Day, the Company shall not deduct any pay due him or her for working on such day.

The Company shall prepare a summary report containing the names and Social Security numbers of each and all workers on the Company's payroll for the week preceding Citizenship Participation Day. This report shall also include the following data relative to each worker: total hours worked, hourly rate, gross pay, an accounting for all monies deducted pursuant to this Article and totals for all workers shall be included.

Said report shall be remitted to the Citizenship Participation Committee of the United Farm Workers of America, AFL-CIO, P. O. Box 62, Keene, California 93531, by the twenty-fifth (25th) of the month following the Sunday designated in this Agreement.

#### ARTICLE 34. SICK LEAVE

A. For the period commencing with the effective date of this Agreement and ending on December 18, 1982, workers shall be entitled to sick leave as set forth below.

B. A worker shall accrue sick leave at the rate of one-half ( $\frac{1}{2}$ ) day for each month of employment from January 1 to December 31 for a maximum of six (6) days per year. Sick pay will be calculated at the worker's regular straight time hourly rate of pay for an eight (8) hour day.

C. No sick leave will be paid for the first three (3) months of employment, but the worker will accrue credit toward sick leave for this period. Thus the worker will have one and one-half ( $1\frac{1}{2}$ ) days sick time earned by the fourth (4th) month of employment and may be allowed to use this time from that month forward.

D. A worker will be allowed to accumulate up to a maximum of fifteen (15) days sick leave.

E. If a worker is on layoff, he/she may begin to accrue sick leave upon recall without waiting the three (3) month period. Likewise he/she may retain credit for sick time already earned if the recall date is not more than sixty (60) days from the date of layoff.

F. In the event a worker is absent due to illness for more than three (3) workdays, a supervisor may request a doctor's certificate, indicating the worker's inability to report to work and the probable length of his or her absence.

G. Workers will be docked automatically for absence due to illness if no sick time remains to their credit during the calendar year. Workers will not be paid for accrued but unused sick leave.

#### ARTICLE 35. INJURY ON THE JOB

Whenever a worker is injured on the job, to the extent he/she receives medical attention and is sent home by the doctor, the Company shall pay the worker's wages for the balance of the day of injury. Such payment shall be made at the worker's regular rate of pay and shall in no event exceed eight (8) hours pay. The Company may require the worker to provide a doctor's signed statement stating that the employee was unable to return to work for the remainder of the day of injury.

#### ARTICLE 36. ROBERT F. KENNEDY FARM WORKERS MEDICAL PLAN

A. The Company shall, commencing January 1, 1981, contribute to the Robert F. Kennedy Farm Workers Medical Plan twenty-two cents (22¢) per hour; commencing December 19, 1981, contribute twenty-nine cents (29¢) per hour; and commencing

December 19, 1982, contribute thirty-eight cents (38¢) per hour for each hour worked by each worker covered by this Agreement.

B. In accordance with Article 28, the monies and summary report shall be remitted to the Plan at the Los Angeles, California lock box address designated by the Administrator of the Plan. In the event said Administrator changes said designated address during the term of this Agreement, the Company shall not be bound by such change until it receives written notice thereof, Certified Mail, Return Receipt Requested.

#### ARTICLE 37. JUAN DE LA CRUZ FARM WORKERS PENSION FUND

A. The Company shall, commencing December 19, 1981, contribute to the Juan De La Cruz Farm Workers Pension Fund fifteen cents (15¢) per hour for each hour worked by each worker covered by this Agreement.

B. In accordance with Article 28, the monies and summary report shall be remitted to the Juan De La Cruz Farm Workers Pension Fund at the Los Angeles, California lock box address designated by the Administrator of the Fund. In the event said Administrator changes said designated address during the term of this Agreement, the Company shall not be bound by such change until it receives written notice thereof, Certified Mail, Return Receipt Requested.

#### ARTICLE 38. MARTIN LUTHER KING, JR. FARM WORKERS FUND

A. The Company shall, commencing December 19, 1982, contribute to the Martin Luther King, Jr. Farm Workers Fund five cents (5¢) per hour for each hour worked by each worker covered by this Agreement.

B. In accordance with Article 28, the monies and summary report shall be remitted to the Martin Luther King, Jr. Farm Workers Fund at the Los Angeles, California lock box address designated by the Administrator of the Fund. In the event said

Administrator changes said designated address during the term of this Agreement, the Company shall not be bound by such change until it receives written notice thereof, Certified Mail, Return Receipt Requested.

ARTICLE 39. WAGES

As per Schedule A, attached hereto and made a part hereof.

ARTICLE 40. DURATION OF AGREEMENT

This Agreement shall be in full force and effect for three (3) years commencing December 19, 1980, and ending December 18, 1983. This Agreement shall automatically renew itself upon expiration of this Agreement unless either party 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 Conciliation Service. During this sixty (60) day period all terms and conditions of this contract shall remain in full force and effect.

Executed this 17 day of June, 1981.

United Farmworkers of America,  
AFL-CIO

Amfac Garden, Perry's -  
Carpinteria Branch

By: [Signature]  
By: [Signature]

By: [Signature]  
By: \_\_\_\_\_

By: [Signature]

By: \_\_\_\_\_

By: [Signature]

Dr. Ricardo Sanchez 30

SCHEDULE "A"

Classifications and regular hourly wage rates covered by this Agreement shall be as set forth below:

	<u>12/19/80</u>	<u>12/19/81</u>	<u>12/19/82</u>
Driver			
A (6 or more years seniority)	5.80	6.25	6.65
B (2-6 years seniority)	5.25	5.60	5.95
C (start to 2 years seniority)	4.25	4.60	4.95
Assembler	4.30	4.60	5.00
Loader	3.85	4.10	4.40
Forklift	4.20	4.50	4.80
Plant Maintenance			
A (1 or more years seniority)	4.10	4.40	4.70
B (less than one year seniority)	3.90	4.20	4.50
Lead	4.55	5.00	5.30
General Nursery	3.90	4.20	4.55
Equipment Maintenance	4.80	5.05	5.20
Planters:			
Piece Rate	9%	7%	7%
Regular Rate	3.75	3.95	4.15