

CONTRACT BETWEEN

JOHN V. BORCHARD FARMS

AND

UNITED FARM WORKERS OF AMERICA

AFL-CIO

September 9, 1977

to

January 1, 1979

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PARTIES

This Agreement and Supplemental Agreements attached hereto are between JOHN V. BORCHARD PARIS, hereafter called "the Company" and the United Farm Workers of America, AFL-CIO, hereafter called "the Union". The parties agree as follows:

ARTICLE 1: RECOGNITION

A. The Company does hereby recognize the Union as the sole labor organization representing all of the Company's agricultural employees (hereinafter called "workers") in the unit set forth in Agricultural Labor Relations Board's certification in case number 75-RC-1-E. 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.

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

ARTICLE 1: RECOGNITION (cont)

of circumventing the obligations of this collective bargaining Agreement.

C. The Company further recognizes the right 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

ARTICLE 1: RECOGNITION (cont)

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 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 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 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 Union pursuant to the provisions of the Union's constitution, shall be immediately discharged or suspended upon written notice from Union to Company, and shall not be re-employed until written notice from Union to Company of the workers 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

ARTICLE 2: UNION SECURITY (cont.)

upon presentation by the Union of individual authorization signed by workers, 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 not later than the 20th 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

ARTICLE 2: UNION SECURITY (cont.)

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 of this Article.

ARTICLE 3: HIRING

A. The Union shall operate and maintain a facility whereby Company may secure new or additional workers. The Union will notify Company of the address and phone number of each facility nearest each operation of the Company and the name of the person in charge of the facility.

B. Company recalls of seniority workers shall be pursuant to Section C of Article 4. 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.

C. Whenever at the beginning of any operating season in any area of operation of the Company, the Company anticipates the need for new or additional workers to perform any work covered by this Agreement, the Company shall, at least two (2) weeks prior to the date of anticipated need for such workers, notify the facility of the Union designated in Section A in writing, stating the 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 in esti-

ARTICLE 3: HIRING (cont.)

mated starting date, however, the Company shall give to the Union the exact starting date no later than forty-eight (48) hours prior to the actual date for commencement of the work.

D. In the event, during the operating season in any area of Company operations, new or additional workers are needed to perform work covered by this Agreement, the Company shall notify the Union facility designated in Section A of the number of workers needed, the type of work to be performed, the date the workers are needed, and whether the work is temporary or permanent. The Union shall be given forty-eight (48) hours notice or as far in advance as possible.

E. When workers are requested of the Union, Union shall use its best efforts to furnish the requested number of workers. If the Union does not furnish the requested number of workers on the date requested, the Company shall be free to procure needed workers not furnished by the Union from any other source. If the Company secures workers under the provisions of this paragraph, the Company will make available to Union, in writing within five (5) days thereafter, the names, social security numbers, date hired

ARTICLE 3: HIRING (cont.)

and job classifications of all workers so hired, provided however, that the Union shall be entitled, acting on its own, to ascertain such information from such workers at any time after twenty-four (24) hours following the hiring of such workers, provided further, that work is not interrupted. Grievances relating to this paragraph shall be subject to the expedited grievance and arbitration procedure.

F. When Company requests workers from the Union facility for jobs which require skills or experience (such as tractor drivers, irrigators) the Union shall refer workers who meet the job requirements. Before the Company makes a determination that a referred worker does not meet the job requirement, the supervisor will fully explain the job duties and requirements and give the worker a reasonable time to meet the job requirements. If the Company determines that a worker does not meet the job requirement, the supervisor shall give in writing to the steward with the worker present, the reason that he or she failed to meet the job requirement before the worker leaves the work area. Such determination by the Company shall not be made arbitrarily.

ARTICLE 3: HIRING (cont.)

G. It is essential that the Union has advance notice of any layoff, so it may plan utmost utilization of available workers. Accordingly, the Company will notify Union seven (7) days in advance of any layoff, or as soon as possible, prior to any layoff, but in no case less than twenty-four (24) hours.

H. In the event that it is necessary to layoff workers before they acquire seniority, it is understood that if such workers are referred or dispatched by the Union to the employer from which they were laid off, that such workers will be given work opportunity by the Company on the same basis as any other non-seniority worker.

ARTICLE 4: SENIORITY

A. Seniority shall be defined as a total length of continuous service with the Company. A break in service terminates worker seniority. Layoffs are not considered a break in service.

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

- (1) Voluntary quitting.
- (2) Discharge for just cause.
- (3) When on layoff 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: Leave 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.

C. Any worker rehired after loss of seniority as provided above shall establish a new seniority date as provided in Section A.

D. Whenever there is a layoff in the work force, layoffs shall be by seniority order, with the workers with the lowest seniority laid off first.

ARTICLE 4: SENIORITY (cont.)

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

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

G. 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.

H. Whenever a permanent vacancy occurs in an hourly rated 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 Union Ranch Committee. The posting shall be made at least five (5) days before the vacancy is permanently filled. Workers with seniority desiring consideration for the higher rated job will so indicate by signing the posting. The senior worker shall be selected for the vacancy and he or she shall be given a fair opportunity to qualify. If such worker cannot per-

ARTICLE 4: SENIORITY (cont.)

form 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 qualify. Selection and training for those workers applying for the position shall be as set forth in Paragraph G above.

I. The Company when anticipating the recall of seniority workers, shall notify the worker and the Union in writing, 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.

Accordingly, the Company shall secure the address of each seniority worker for recall notification. A worker shall notify the Company of any subsequent change in address. All notices of recall shall be in writing as per attached form Appendix B of this Agreement.

ARTICLE 4: SENIORITY (cont)

Two (2) weeks prior to the estimated starting date of the work, the Company shall mail a notice First Class, with copies provided to the Union, to each seniority worker. When recall letters sent to workers are returned to Company with Postal Service notification of non-delivery, the Union shall be notified of workers' names and addresses from which letters were returned. The Company shall make available to Union any returned letter and envelope upon request.

J. 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 classification and date of recall or layoff. Grievances relating to this paragraph shall be subject to the Expedited Grievance and Arbitration Procedure.

K. The seniority lists shall be posted in a conspicuous place by the Company at the signing of this Agreement. The seniority list shall include the name of each worker, his Company seniority date, social security number and appropriate job classification and date. The seniority list for year-round workers shall be posted each

ARTICLE 4: SENIORITY (cont.)

three (3) months thereafter and the Company shall provide a copy to the local Union Field Office.

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.

L. Seniority shall not be applied so as to displace (bump) any worker of the Company within an established classification.

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

In the event the Union and the Company agree 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 year after the date of signing the Agreement, if either party so requests.

ARTICLE 5: GRIEVANCE AND ARBITRATION PROCEDURE

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 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. Whenever the Company requests a grievance meeting during regular working hours, grievant'(s), the steward'(s) and Grievance Committee's function shall be performed without any loss of pay.

C. 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

ARTICLE 5: GRIEVANCE AND ARBITRATION PROCEDURE (cont.)

functions under this Agreement.

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

E. FIRST STEP: 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.

STEP TWO: Any grievance not resolved in the First Step shall be discussed in a meeting between the Grievance Committee

ARTICLE 5: GRIEVANCE AND ARBITRATION PROCEDURE (cont.)

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 immediately give a written response to the other regarding its position including reasons for denial. The failure of the grieving party to appeal to the Second Step within thirty (30) calendar days shall waive the grievance. A Union representative may fully participate in the grievance meeting.

STEP THREE: If the foregoing fails to produce settlement the matter shall be referred to the arbitrator for the area within thirty (30) days. The arbitrator shall consider and decide the grievance referred to him. In cases where more than one grievance is referred to arbitration in an area the arbitrator may hold consecutive hearings to expedite hearings. The arbitrator shall not have the authority or jurisdiction to modify, add to, or detract from, or alter any provision of this Agreement. Within that limitation among other things he shall have the authority to award back pay for any loss of earnings from the Company including

ARTICLE 5: GRIEVANCE AND ARBITRATION PROCEDURE (cont.)

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 for each of the areas listed below. In the event they are unable to agree and not later than one (1) week (unless there is mutual agreement to

ARTICLE 5: GRIEVANCE AND ARBITRATION PROCEDURE (cont.)

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, the Federal Mediation and Conciliation Service or the California Conciliation Service. One panel shall be requested for the Salinas area, one panel for the Ventura and Santa Barbara area, and one panel for the Imperial Valley. Upon the request of either party additional lists of arbitrators shall be requested for the other geographical areas.

After receipt of the lists, the parties shall meet to select arbitrators for each area. If the parties cannot agree upon the selection of arbitrators then they shall turn to the lists of arbitrators received under procedures of the above paragraph. The person to strike first shall be selected by a coin toss. That party shall strike the first name from each list. The name remaining after each party has struck five shall be the person designated as the arbitrator for each area. However, every six (6) months, either party may request a new list of arbitrators for any area and

ARTICLE 5: GRIEVANCE AND ARBITRATION PROCEDURE (cont.)

require a new meeting as discussed in this paragraph to select a new arbitrator.

F. 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

ARTICLE 5: GRIEVANCE AND ARBITRATION PROCEDURE (cont.)

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.

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

H. 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 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 interruptions 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 the 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 or she shall notify the Company that he or she 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 Company shall have the sole right to discipline and discharge workers for just cause, providing 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.

B. 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. 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 C below.

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

Within forty-eight (48) hours after any discharge for just

ARTICLE 8: DISCIPLINE AND DISCHARGE (cont.)

cause, the Union representative will be notified in writing the reasons for such discharge.

D. 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 accord with the policies of the 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 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 employees of another Company who are engaged in a strike sanctioned by the Union.

ARTICLE 11: 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 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 10% of the total workers in each job classification, provided however, that the total number of workers eligible for such leave at any one time shall not exceed 10% of the total workforce.

It is understood, however, that if there are fewer than ten (10) workers in a job classification, at least one (1) worker shall be eligible for such leave.

C. OTHER LEAVES. A leave of absence without pay shall also be

ARTICLE 11: LEAVES OF ABSENCE (cont.)

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 the 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 job. The Company may require substantiation by medical certificate or other adequate proof of illness.
- (4) For valid personal reasons, not to exceed thirty (30) days.

All leaves in excess of three (3) days shall be in writing on approved leave of absence forms provided by the Company. Such forms shall be signed by the Company representative, the worker requesting the leave, and by 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

ARTICLE 11: LEAVES OF ABSENCE (cont.)

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 a leave of absence for valid personal reasons if the worker has special circumstances which require additional time.

Leaves of absence schedules, under this section, where more workers have applied for a leave of absence at the same time than can be spared by the Company, 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 or her leave in preference to that worker over other workers with higher seniority.

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: MAINTENANCE OF STANDARDS

A. The Company agrees that all conditions of employment for workers relating to wages, hours of work, fringe benefits, and general working conditions shall be maintained at no less than the highest standards in effect at the locations covered by the Agreement at the time of signing, and such conditions of employment shall be extended to new locations. 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 workers' rights, unless or until altered by this Agreement.

ARTICLE 13: SUPERVISORS

Supervisors and other employees not included in the bargaining unit, shall not perform any work covered by this Agreement, except for instruction, training and emergencies. This paragraph shall not be used as a basis for the purpose of avoiding the recall of bargaining unit workers for work they would normally perform.

ARTICLE 14: HEALTH AND SAFETY

A. The Company and the Union are interested in the health and safety of employees 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 farmworkers. The use of such chemicals injurious to farmworkers must be so as not to cause injury to employees. Company agrees to make available to Union such records as will disclose the following:

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

B. The Company expressly agrees to strictly abide by and

ARTICLE 14: HEALTH AND SAFETY (cont.)

strictly comply with all applicable Federal and State laws, rules and regulations promulgated for the health and safety of employees, including but not limited to the following:

- (1) The use of machinery and vehicles.
- (2) The use of dangerous chemicals and sprays. No banned chemicals will be used, such as, but not limited to, DDT, DDD, DDE, Aldrin, and Dieldrin.
- (3) The maintenance of adequate toilet facilities, separate for men and women in the field readily accessible to workers and kept in a clean and sanitary manner.
- (4) The provision of suitable, cool, potable drinking water, and individual paper drinking cups, convenient to workers, in each place where there is work being performed.

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

ARTICLE 14: HEALTH AND SAFETY (cont.)

D. 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. 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 is not broken and not returned. Receipts for returned equipment shall be given to the worker by the Company.

E. Adequate first aid supplies shall be provided and kept in clean and sanitary dust-proof containers.

F. The Company shall have a worker who becomes sick during work hours and who requires medical attention transported to the nearest medical facility at the worker's request.

G. When a worker who applies agricultural chemicals is on the Company payroll, one baseline cholinesterase test and other additional tests shall be taken on those workers so employed at

ARTICLE 14: HEALTH AND SAFETY (cont.)

Company's expense when organo-phosphates are used and, if requested, results of said test(s) shall be given to an authorized Union representative.

H. Any violation of this Agreement shall be subject to the Expedited Grievance and Arbitration Procedure.

ARTICLE 15: 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 16: 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 of 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 17: UNION LABEL

The parties recognize that any provision concerning the use of a Union label is currently inapplicable to the business of the Company. However, if it becomes applicable the parties agree as follows:

The parties recognize the value and importance of the Union label. The parties wish to ensure that the public will not be defrauded by a 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. It is agreed that during the term of this Agreement each shipping package

ARTICLE 17: UNION LABEL (cont.)

or container harvested and packed by Union members and shipped by Company shall bear the Union label or 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 damage to 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.

D. Following of industry practice with respect to exchange of sizes, mixed cars, private labels or purchase of produce to fill out an order shall not be considered "misuse" of the Union label or seal or a violation of any provision of this Agreement.

ARTICLE 18: NEW OR CHANGED JOB OPERATIONS

A. New job classifications, any other job classifications not included in the pay scale of the Agreement, or changes in the operation of existing job classifications, shall be established and made effective by the Company in accordance with the following procedure. All references in this Article also refer to and include piece rates and incentives and minimum guarantees.

(1) The Company shall notify the Union in writing of new job classifications not included in the pay scale of this Agreement, or of changes in operations of existing job classifications. Such notices shall be given at least twenty (20) days in advance of the date on which a new job classification or a change in operation of an existing job classification is to become effective.

(2) The Company shall have the right to set the wage or piece rate in relation to the classification and rates of pay in Appendix "A" until there is an agreement on the rate with the Union.

B. If the Union and the Company cannot reach an agreement on the job classification and wage rates, the matter may be submitted to arbitration as provided in Section H of the Grievance and

ARTICLE 18: NEW OR CHANGED JOB OPERATIONS (cont.)

Arbitration Procedure, which shall decide the dispute. The scope of such arbitration shall be the establishment of the job classification and the job wage rate.

C. Any wage rate increase shall be retroactive to effective date of new classification or of changes in operation of existing job classifications.

ARTICLE 19: 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 total wages 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, work production or other records that pertain to workers' compensation.

ARTICLE 20: 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 withholding.

ARTICLE 21: 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 weekly basis to that organization at P.O. BOX 62, Keene, California 95531, or such other address as designated by the Administrator of the Credit Union.

ARTICLE 22: CAMP HOUSING

The parties recognize that any provision concerning camp housing is currently inapplicable to the business of the Company. However, if it becomes applicable the parties agree as follows:

A. Assignment of available camp housing shall be on a Company wide seniority basis. The Company agrees to maintain records on housing assignments and make such records available to the Union. There shall be no discrimination of assignments because of a worker's race, age, creed, color, religion, sex, political belief, national origin, language spoken, or union activity.

B. The Company shall maintain housing in good condition, in no case less than the requirements of all applicable laws. Established quality of housing superior to that required by law shall be maintained at no less than the standards maintained prior to the execution of this Agreement. The Union may appeal violation of this Section to all steps of the Grievance Procedure.

C. Camp boarding shall be operated on a non-profit basis and the quality of food shall be subject to all steps of the Grievance Procedure.

ARTICLE 22: CAMP HOUSING (cont)

D. The Company shall recognize a Union Housing Committee selected by the workers for the purpose of discussing housing and boarding conditions.

ARTICLE 23: FAMILY HOUSING

Company and United Farm Workers of America, AFL-CIO, recognize that one of the most serious needs of farm workers, particularly migrant farm families, who help produce food for the nation, is adequate family housing. It is mutually agreed by Company and Union that they will cooperate to encourage direct governmental action at the Federal, State and County levels to plan, finance and construct public housing in important agricultural locations.

ARTICLE 24: 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.

ARTICLE 25: 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 26: 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 27: 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 23: 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 a Company does subcontract pursuant to the

ARTICLE 28: SUBCONTRACTING (cont.)

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

ARTICLE 29: 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. Successors and assigns for the purpose of this Article shall also be deemed to include the Crocker National Bank and any other lending institution which now holds a secured interest in Company's real property and which is recognized as a secured creditor under the Chapter XI proceedings entitled JOHN V. BORCHARD, DEBTOR, NO. 76-2604-K. Company warrants that it has given the Crocker National Bank notice of this provision and Collective Bargaining Agreement.

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; provided however, that in no event shall any foreclosure by the Crocker National Bank, or a premature termination of the Chapter XI Plan of Arrangement due to said Bank's refusal to extend further credit to Company, be deemed a partial sale of assets within the meaning of this Article.

ARTICLE 29: SUCCESSOR CLAUSE (cont.)

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

ARTICLE 30: 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 31: REPORTING 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 the worker's average hourly piece rate earnings based on the preceding payroll week.

If workers commence work and they are furnished less than four (4) hours of work, hourly paid workers shall be paid at least four (4) hours that day at their hourly rate of pay, and piece rate workers shall be paid the piece rate earned during the time worked and general field harvesting hourly rate for the remaining time up to four hours that day.

This section shall not apply where work covered by this Agreement is delayed or cannot be carried out because of rain, frost, government condemnation of crop, or other causes beyond the control of the Company.

B. A worker shall be paid for all time he or she is required to remain on the job at the hourly rate. This shall not apply to piece rate workers after they commence work.

ARTICLE 31: REPORTING AND STANDBY TIME (cont.)

C. Any call may be rescinded by notification to employees at least six (6) hours prior to the time scheduled for reporting to work.

ARTICLE 32: TRAVEL ALLOWANCE

A. When Company furnished transportation is available, workers using such transportation shall receive daily travel allowance based upon the following schedule from the place designated where the worker is told to report for the transportation and the job site:

40-64 road miles - 1/2 hour each way
65-89 road miles - 1 hour each way
90-119 road miles - 1 1/2 hours each way
120 road miles and over - 2 hours each way

B. When Company furnished transportation is not available and workers furnish their own transportation, they shall receive daily travel allowance as provided above.

C. The travel allowance shall be paid at the worker's hourly or standby rate of pay. Any hours paid under this Article shall not be counted as hours worked for purposes of computing overtime hours, however shall be counted as hours worked for all other purposes of this Agreement.

D. Travel allowance will be paid for the trip: Salinas to King City - 1/2 hour each way.

ARTICLE 33: HOURS OF WORK, OVERTIME, AND WAGES

A. Overtime shall be paid in accordance with all applicable provisions of the current California Industrial Welfare Commission standards.

B. There shall be no pyramiding of overtime or night shift premium.

C. Meal time breaks shall be one-half ($\frac{1}{2}$) hour and are not compensated for nor counted as hours worked under the provisions of this Agreement.

D. When a worker performs work in a higher rated job, he or she shall be paid at the higher rate for all time so worked but shall in any event not be paid such higher rate for less than one (1) hour in such day.

E. When a worker is working as a trainee for qualification for a higher rated job, he or she shall be paid for such training period at his or her regular rate of pay for a time period not to exceed twenty-eight (28) continuous calendar days.

ARTICLE 33: HOURS OF WORK, OVERTIME AND WAGES (cont.)

F. Wage rates for specified job classifications are set forth in Appendix "A" attached hereto.

ARTICLE 34: HOLIDAYS

A. Commencing with the effective date of this Contract, Christmas Day and New Years Day shall be paid holidays.

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

B. To be eligible for a paid holiday not worked a worker must work at least five (5) days during the two (2) payroll weeks immediately preceding the payroll week in which the holiday falls, and must work the scheduled workdays 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.

C. Any work performed on the above listed holidays shall be paid for at the rate of one and one-half (1½) times the regular rate of pay and shall be in addition to the workers regular earnings on that day.

ARTICLE 35: ROBERT F. KENNEDY FARMWORKERS MEDICAL PLAN

A. The Company shall, commencing August 1, 1977, contribute to the Robert F. Kennedy Farmworkers Medical Plan 16- $\frac{1}{2}$ ¢ per hour for each hour worked for all workers covered by this Agreement. Contributions due shall be computed on the basis of 16- $\frac{1}{2}$ ¢ for every hour worked during the preceding monthly payroll period by every worker covered by the Agreement. Contributions due shall be deposited with such bank as designated by the Administrator of the Plan. Said deposits shall be made or mailed not later than the 20th day of the month following the ending date of the previous month's payroll period. A summary report in accordance with Article 37 shall be remitted to Robert F. Kennedy Farmworkers Medical Plan, P.O. BOX 92169, Los Angeles, California 90009, or such other address as designated by the Administrator of the Fund.

ARTICLE 36: JUAN DE LA CRUZ FARMWORKERS PENSION FUND

The Company shall contribute to the Juan De La Cruz Farmworkers Pension Fund, one cent (1¢) per hour for each hour worked by all workers covered by this Agreement, commencing September 9, 1977.

The contributions to be made by Company pursuant to this Article 36 shall be deposited into and remain in an interest bearing trust account until such time as a formal pension plan has been developed for farmworkers by Union and the Internal Revenue Service has issued an advance determination that such plan meets the requirements of Part I Subchapter D of Chapter 1 of the Internal Revenue Code of 1954. Upon receipt of a copy of such advance determination, Company shall promptly take all actions required to be performed by it in order to cause such impounded contributions to be transmitted to the plan trustees.

In accordance with Article 37, the monies and a summary report shall be remitted to the Juan De La Cruz Farmworkers Pension Fund, P.O. BOX 39122, San Francisco, California 94139, or such address as designated by the Administrator of the Fund.

ARTICLE 37: REPORTING ON PAYROLL DEDUCTIONS AND FRINGE BENEFITS

All contributions due hereunder on fringe benefit plans shall be computed on the preceding monthly payroll period for every worker covered by the Collective Bargaining Agreement. In conjunction therewith, a monthly summary report will be submitted on or before the 20th of every month covering the preceding monthly payroll for which contributions for fringe benefits are due. The monthly summary report shall include the employees' names, social security numbers, total hours worked by workers, total number of workers and amount of contributions.

ARTICLE 38: VACATIONS

A. A worker shall qualify for a vacation benefit during his or her first anniversary year of employment and annually thereafter; provided that, in order to qualify for a vacation benefit, a worker shall work at least 1000 hours during the qualifying year. The vacation benefit shall be 2% of the total gross earnings earned during the qualifying year and a one (1) week vacation. Vacation pay shall be due when a worker completes his or her first anniversary year of employment and annually thereafter. Workers whose anniversary date falls on or after May 1, 1977 shall be eligible for a vacation benefit in accordance with this Article upon the signing of this Agreement.

B. Vacation schedules shall be mutually agreed upon, except if more workers, in the judgement of the Company, want a particular vacation period than can be reasonably spared, the worker with the highest seniority within his or her classification shall have first preference for the vacation period.

C. A worker entitled to a vacation shall be paid the sum of money to which he or she is entitled prior to taking the vacation.

ARTICLE 38: VACATIONS (cont.)

D. For 1977 and 1978 vacation payments payable before July 1, 1978, to the following named workers, maintenance of standards shall apply. Maintenance of Standards for purposes of this paragraph, includes a 2-week vacation and 4% of the total gross earnings earned during the qualifying year:

Jesus Arriaga
Federico Bejarano
Salvador Chavez
Estanislao Mares
Benedicto Meza
Rosario Montez
Luis Villegas

It is understood that the following named workers, in accordance with Article 12, Maintenance of Standards of this Agreement, shall receive a vacation benefit in 1977 of one week and 2% of the total gross earnings regardless of the qualifying provisions of Section "A" of this Article:

ARTICLE 33: VACATIONS (cont.)

Juan Aguirre

Pilar Armenta

Rodolfo Castro

Oscar Jimenez

Jose Esparza

ARTICLE 39: INJURY ON THE JOB

If a worker is injured at work 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.

ARTICLE 40: DURATION OF AGREEMENT

This Agreement shall be in full force and effect from September 9, 1977 to and including January 1, 1979. This Agreement shall automatically renew itself upon expiration of this Agreement unless either of the parties shall have given notice in writing to the other party sixty (60) days prior to the expiration, requesting negotiations for a new Agreement, together with 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.

The wage rates, benefits, and any economic issue related to a worker's compensation, shall be re-opened and re-negotiated prior to July 1, 1978. If the parties fail to reach agreement on such economic items, the provisions of ARTICLE 6: NO STRIKE CLAUSE shall not apply.

Executed this 9th day of September, 1977.

FOR: UNITED FARM WORKERS
OF AMERICA, AFL-CIO

FOR: JOHN V. BORCHARD

BY:

Cesar Chavez
Julian Badillo
Fernando Monte
Luis Valdez
Patricia Garcia
Luiz Gonzaga
Antonio Garcia

John V. Borchard
John V. Borchard

JOB DESCRIPTIONS

TRACTOR OPERATOR "A"

Precision planting, precision application of agricultural chemicals, precision boarder driving, motor grading in building roads and building ditches, and/or listing. An employee so classified shall receive the rate of the classification for all time worked, including time, if any, in classification carrying a lesser rate of pay. Operator may be required to make minor equipment adjustments and routine maintenance on equipment.

TRACTOR OPERATOR "B" AND MISCELLANEOUS EQUIPMENT OPERATOR

Includes all other tractor operations and equipment operators except for those activities listed in classification Tractor Operator "A" or other tractor driver classifications. When an employee is required to perform any task covered by a higher rated job, except for minor equipment adjustments and routine maintenance, during the course of a work day, he shall be paid at the rate of the higher rated job, for the time worked on such job on such day.

GENERAL FIELD AND HARVESTING WORKERS

The classification covers general field harvesting, pruning such as apples and miscellaneous duties not otherwise covered

by other wage classifications or new changed operations that may be subject to Article 18: New or Changed Operations.

WHIN AND HOE

Using the appropriate equipment and method, workers will remove excess plant growth in accordance with the instructions of the Company. Company shall not require the use of the short handled hoe.

IRRIGATOR

Installs, moves and services the appropriate irrigation systems for the distribution of water to the farming operations as directed by the Company.

SHOVELER

Moves irrigation pipe, sets irrigation tubes, prepares fields for irrigation.

MECHANIC

Repairs all farm equipment, including but not limited to, tractors, pumps, pick-ups, and automobiles.

MECHANIC ASSISTANT

Assists mechanic in repair of all farm equipment.

APPENDIX "A" : WAGES

<u>JOB CLASSIFICATION</u>	8/25/77	1/1/78
SHOVELER	3.05	3.15
THIN & HOE	3.05	3.15
IRRIGATOR	3.05	3.15
TRACTOR DRIVER "A"	4.05	4.15
TRACTOR DRIVER "B"	3.80	3.90
MECHANIC	4.30	4.40
ASSISTANT MECHANIC	3.55	3.65

APPENDIX "B"

(COMPANY)

AND

UNITED FARM WORKERS OF AMERICA, AFL-CIO

TO: _____

DATE: _____
WORKER SOCIAL SECURITY
#: _____
SENIORITY DATE _____

NOTICE OF RECALL

In accordance with the provisions of Article 4 of the Agreement between _____ and the United Farm Workers of America, AFL-CIO, you are hereby given official notice of recall for re-employment as a _____.

This work is anticipated to begin on _____ and the estimated duration is approximately _____ working days.

The exact starting date is subject to change and shall be confirmed by mail. In the event you are not planning to be at your present mailing address, you may obtain this exact starting date by telephoning the Company's office at _____.

APPENDIX "B" (cont.)

Remember to bring your social security card on the date you report to work.

Failure to respond to this recall will result in your loss of seniority under Article 4, Section C-3.

SUPPLEMENTAL AGREEMENTS
AND
LETTERS OF UNDERSTANDING

The following Supplemental Agreement No. 1, Supplemental Agreement No. 2 and Letters of Understanding are hereby incorporated into and made a part of this Agreement between the Parties.

Executed this 9th day of September, 1977.

FOR: UNITED FARM WORKERS
OF AMERICA, AFL-CIO

BY:

[Handwritten signatures]
Julio Padilla
Ramon Morales
Luis Villegas
Roberto Garcia
Lorenzo Acosta
Ann M. Smith

FOR: JOHN V. BORCHARD

BY:

[Handwritten signature]
John V. Borchard

SUPPLEMENTAL AGREEMENT NO. 1

This Agreement between JOHN V. BORCHARD FARMS and the United Farm Workers of America, AFL-CIO supplements and, as provided herein, modifies the Agreement between these parties:

A. TRANSPORTATION

- (1) IRRIGATORS: The Company shall provide transportation on the job to irrigators when working by the hour.

- (2) TRACTOR DRIVERS: The Company shall provide transportation on the job to each tractor driver from the shop in the A. M. The Company shall provide transportation to each tractor driver for any moves necessary during the work day. If a tractor driver reports directly to the first worksite on any given day, the Company shall provide transportation for any subsequent moves necessary.

- (3) SHOVEL CREW: The Company shall continue its past practice of providing transportation to and from work and on the job. The designated reporting time in the A.M. shall be reasonably related to the planned departure and starting times.

- (4) TRIM & HOE CREW: The Company shall supply sufficient trans-

(4) THIN & HOE
CREW (cont.)

portation for all thin and hoe workers to and from work and on the job. The designated reporting time in the A.M. shall be reasonably related to the planned departure and starting times.

B. EQUIPMENT: In accordance with the provisions of Article 14: HEALTH AND SAFETY, Section H, the Company shall provide all necessary equipment, including but not limited to the following:

(1) IRRIGATORS: flashlights, bulbs and batteries
shovel
boots
raingear, including pants & jacket with hood, upon request
gloves for sprinkler work
cool can, potable water and ice

(2) TRACTOR
DRIVERS: all necessary tools
face mask and goggles for work in dust
cool cushions
cool can, potable water and ice

(3) SHOVEL
CREW: gloves for sprinkler work
boots
raingear for sprinkler work

(4) MECHANICS: rags and heavy soap for washing hands
set of tools for work on heavy equipment

Work Uniforms: Company shall pay 50% of the weekly cost of work uniforms for each mechanic and assistant mechanic.

- C. PAYDAY: All workers shall be paid weekly on Friday before leaving work, except irrigators who shall be paid at 6 A.M. sharp.
- D. FROST SEASON WAITING TIME: During the frost season, the Company shall advise thin and hoe workers at the end of the day of an approximate time for the following morning based on available frost reports, in a good faith effort to prevent excess waiting time for the workers. Once the Company has transported workers to the field or worksite, the Company shall pay all waiting time at the worker's hourly rate.
- E. SCHEDULING WORK: All workers shall be notified before leaving work if they are scheduled to work the next day. If needed to work on Sunday, workers shall be advised at the end of the day on Friday, if possible. Workers not so advised by noontime on Saturday, shall not be obligated to work if called.
- F. DAY OF REST: Each worker shall be entitled to one (1) full day (24 hours) off without pay each payroll week. Work shall be arranged, as far as possible, so that each worker will have Sunday off.
- G. IRRIGATOR WORK ISSUES:
- (1) The Company agrees that the water shall not be turned on before the field and all ditches are properly prepared, with boarders repaired, metal and plastic checks, pipes and tops in place. All necessary equipment, such as plastic checks and sifons, shall be at the edge of the field, on hand, when water arrives.
 - (2) The Company shall maintain all metal checks and pipes in good condition to stop the water effectively.
 - (3) The Company shall provide bridges, planks or boards in order for an irrigator to cross the canal in safety to get checks, sifons or other necessary equipment

to keep the water moving.

- (4) Irrigators shall not be required to place metal checks in the rows, unless only a minimum number are necessary. Otherwise a crew shall be assigned to this work.
- (5) An irrigator shall be responsible to check the exit from ditch to drainage box. If an exit must be built, he or she shall so advise the foreman. An irrigator shall not be required to build this exit unless he or she is able to do so before the water enters the field.
- (6) Irrigation work commenced in the A.M. and completed after 9 P.M. shall be treated as a 24-hour shift.
- (7) An irrigator shall be paid at his or her hourly rate for each and every hour or fraction thereof that he or she is required to be on the job.
- (8) The Company shall supply irrigators with gopher traps.
- (9) The Company recognizes that problems exist regarding the volume of water handled by irrigators, the number of irrigators assigned to specific types of irrigation, and other conditions of work in irrigation. The Company agrees to use its best efforts to deal with these problems, including meeting with irrigators to discuss problems and seek solutions. The Company agrees to assign sufficient irrigators to each type of irrigation work depending on field conditions and volume of water to be handled. The Company further agrees to use its best efforts to resolve problems immediately as they arise.

II. TRACTOR DRIVER WORK ISSUES

- (1) The Company shall maintain all equipment and machinery in good working condition.
- (2) The Company shall reverse the fans on machinery appropriately to provide heat in the winter and reduce heat to the worker in the summer, if possible.

I. THIN AND HOE CREW WORK ISSUES

- (1) The Company agrees not to "double up" workers in any one row unless excessive weed conditions exist. There shall be no favoritism in assignment of a second worker to a row.
- (2) The Company shall supply long-handled hoes for all thin and hoe work. No short-handled hoes or cutting knives shall be used.

J. ICE: In addition to supply locations in Calexico and El Centro, the Company shall provide ice daily at the shop for all tractor drivers and irrigators.

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 Article 4 of the Agreement, this Supplemental Agreement shall apply and will supercede the Agreement.

The Company shall maintain the following separate seniority lists:

- (1) Irrigators
- (2) Shovelers
- (3) Tractor Drivers & Machine Operators
- (4) Thin & Hoe
- (5) Mechanics
- (6) Assistant Mechanics
- (7) Master List

Each list shall include the worker's name, social security number, classification and date of hire or entry into classification. The Master List shall include all workers by name, social security number, current classification, and date of hire with the Company.

Where applicable, each worker shall have a seniority date with the Company and a seniority date within his or her classification.

When a worker is promoted he or she shall have a date-of-entry seniority in the new classification but retain his or her original 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 one month. However, if a promoted worker is to be laid off because of a permanent elimination of a job, he or she shall be entitled to bump any lesser seniority worker in his or her former classification.

Except as otherwise provided in these seniority provisions, seniority shall not be applied so as to displace (bump) any worker of the Company within an established classification.

When a worker is to be laid-off because of lack of work within his or her classification, he or she shall be given an opportunity to do whatever work within the Company in another classification is available; provided however, that no worker shall displace or bump another worker in his or her own classification. If a worker, who is to be laid-off because of lack of work in his or her own classification, performs work in another classification, the worker shall retain his or her seniority date

in his or her own classification and shall be recalled in seniority order to this classification when the work increases.

ROTATION OF IRRIGATORS: 24-hour shifts among irrigators shall be rotated in order to provide approximately equal work opportunity to all irrigators. The irrigator with the most seniority in his classification shall be assigned #1, and successive numbers shall be assigned in order of seniority, for purposes of rotation. A worker who is promoted or hired to fill a vacancy as an irrigator, shall be assigned a number and enter the rotation. If more than one 24-hour shift is required in any given day, the irrigator with the lowest number in the rotation order shall be assigned to the shift.

Irrigation requiring 15 hours of work, or less, shall be assigned to an irrigator in numerical order but shall not count as a shift. An irrigator assigned to such a job after all 24-hour shifts have been assigned, shall remain at the top of the rotation order for next available shift assignment.

LETTER OF UNDERSTANDING
BETWEEN
UNITED FARM WORKERS OF AMERICA, AFL-CIO
AND
JOHN V. BORCHARD FARMS

John V. Borchard Farms recognizes that the wage and fringe benefit terms of the Collective Bargaining Agreement negotiated herein are lower than prevailing rates and fringe benefits for similar job classifications under other Collective Bargaining Agreements by and between the United Farm Workers of America, AFL-CIO and other Employers in the Imperial Valley.

The Company understands that the Union agreed to the lower wage and fringe benefit terms of this Agreement solely out of consideration for the Company's present financial condition as evidenced by its Chapter XI proceedings before the United States District Court in San Diego.

The Company recognizes the Union's right to negotiate a comparable wage and benefit scale for the Employees of John V. Borchard Farms to that covering other Union members doing similar work in the same area. Therefore, the Parties agree herein to re-open negotiations on July 1, 1978 on all wages, benefit and economic issues related to workers' compensation, as set forth in Article 40: Duration of this Agreement. The Company recognizes the right of the Union to include the issue of retroactivity among

those economic subjects to be negotiated on July 1, 1978.

In an effort to continue the good faith relationship between the Parties, the Company agrees that all books of account, bank records, and any accountings and reports made to the U. S. District Court in San Diego under the terms of the Chapter XI proceedings shall be open to the Union during the life of this Agreement and at the time of any subsequent renegotiations thereof.

LETTER OF UNDERSTANDING
BETWEEN
UNITED FARM WORKERS OF AMERICA, AFL-CIO
AND
JOHN V. BORCHARD FARMS

John V. Borchard Farms agrees to submit this Collective Bargaining Agreement and Supplemental Agreements hereto, to the United States District Court in San Diego having jurisdiction of the Chapter XI proceeding entitled JOHN V. BORCHARD, DEBTOR, NO. 76-2604-K, for any necessary approval.