

# 2351 + 2354  
 ALB vs Vesey, Maggio & Colase

AGRICULTURAL LABOR AGREEMENT

BRUCE CHURCH, INC. and WESTERN CONFERENCE OF TEAMSTERS

July 16, 1975 to July 30, 1978

Petitioner's Exhibit  
 12

**IN EVIDENCE**

[ Signed July 29, 1975  
 Modified by Addendum "H"  
 and Letter of Understanding  
 signed August 16, 1976 ]

FILED  
 JAN 14 1980  
 County Clerk  
 DEPUTY

MODIFICATIONS OF 8/16/76 HAVE BEEN ENTERED HEREIN

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EXHIBIT: *Contract*

IDENTIFIED: *Res Ex. 4*

PREAMBLE

The Employer and the Union, after negotiating in good faith, have come to the following understanding covering wages, hours, conditions of employment, and other benefits for the agricultural employees of the Employer. The parties agree that it is their intent and the spirit of this Agreement to benefit all phases of agricultural employment, the employees, as well as the industry. Both the Employer and the Union hereby pledge that they will cooperate with each other in good faith for the best interest of all concerned. The Union agrees to use all proper means to recommend the products of the Employer.

ARTICLE I - PARTIES

This Master Agreement is between Bruce Church, Inc., hereafter referred to as the "Employer" or "Company", and the Western Conference of Teamsters, International Brotherhood of Teamsters, Chauffeurs and Warehousemen and Helpers of America, and affiliated signatory Local Unions added, and who may be added as parties to this Agreement, hereinafter referred to as the "Union".

ARTICLE - SCOPE OF AGREEMENT

This Agreement shall cover all agricultural employees of the Company in California as defined by the ALRA, Section 1140.4(b). Also included are agricultural employees employed by a company that would, under Federal precedent, be considered the alter ego or the joint employers of the Company.

Excluded from coverage are supervisors, as defined by the ALRA of 1975, Section 1140.4(j), except crew leaders who do not have authority to exercise independent judgment in the course of their supervisory duties shall be covered; office-clerical employees, security guards; members of immediate families of owners of the Company; and employees covered by another union contract, either affiliated or not affiliated with the International Brotherhood of Teamsters, etc.

The Company shall notify the Union, upon request, of the exact locations of the Company's agricultural operations for use by Union agents, pursuant to Article \_\_, Visitations.

In the event that the Agricultural Labor Relations Board shall, within the term of this contract, certify any other employees not here included as within the bargaining unit, such employees shall be included under the terms of this Agreement.

The Union shall have the right to add additional local unions affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America as parties to this Agreement. The Union shall also have the right upon prior written consent of the Employer, to assign this Agreement to any other local union or unions affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America and such local union or unions shall be recognized as the representative of the employees covered by this Agreement and parties thereto.

The provisions of this article shall apply only to workers who are excluded from the coverage of the California Agricultural Labor Relations Act of 1975 who are employed in California.

This Agreement shall not be applicable to those operations of the Company whose employees are covered by a collective bargaining agreement with another Union, either affiliated or not affiliated with the International Brotherhood of Teamsters, etc. In the event that the Union should organize any unit of employees of the Company's non-agricultural operation, the Company shall upon reasonable notice from the Union meet with the Union to negotiate an appropriate supplemental agreement to cover such unit of employees. However, as a condition precedent, the Union will submit proof of majority representation by means of a cross check showing authorization from a majority of the seasonal employees for the operation for employees under the NLRA.

Upon demand by the Company, the validity of the Union's majority representation as shown by the authorization signatures shall be verified by the following procedure;

The Company must notify the Union within ten (10) calendar days after the Union makes written demand for recognition, that it desires verification of the Union's majority status. If the Company does not comply with the foregoing provision the Union will be deemed to have been recognized by the Company.

ARTICLE                      (CONTINUED)

If the Company makes such demand in a timely manner, the parties agree that the Union shall submit proof of its majority status to a mutually agreeable third party who shall verify same by examination of the Company's payroll or other records. The Company shall prepare an eligibility list to be agreed upon by the Union and the Company. The impartial third party shall resolve disputes over the eligibility list. If the Company fails to promptly (no later than five working days after demand of the impartial third party) allow such verification, the Union shall be deemed to have been recognized by the Company. The parties agree that such impartial third party shall not disclose to either the Company or Union the contents of the materials he uses to verify the Union's majority status, but shall only indicate in writing whether the Union has authorization signatures from a majority of the Company's employees.

ARTICLE - UNION SECURITY

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

(b) The Company shall furnish employees at the time of hire membership applications and dues check-off authorization forms as provided by the Union. The Company shall also advise new employees that it is a condition of their employment that they must become and thereafter remain members in good standing in the Union within five (5) calendar days after the date on which they are hired. An employee who fails to become a member of the Union or whose membership in the Union is terminated shall be discharged and shall not be re-employed until the Union notifies the Company in writing of the employee's good-standing status.

ARTICLE (CONTINUED)

secure a judicial determination thereof. Should these laws be repealed or held invalid by the court of last resort, the provisions of (a) and (b) of Section III of this Agreement shall thereupon become effective as to operations in these states, except as same may be modified or superseded by any act of Congress.

(g) Should the provisions contained in (a) or (d) above of this Section III become unlawful, then the parties agree to modify said provisions so as to provide the maximum union security and check-off allowed by law.

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

## ARTICLE XII -- SENIORITY

In the event an employee works for the Company at least thirty (30) days within the preceding ninety (90) calendar days he shall acquire seniority on the thirtieth (30th) day of work with the Company retroactive to the original date of hire. Seniority shall prevail in layoffs, recall, and filling of job vacancies; provided however, the employee is able to do the work. The Company shall have the right to determine any employees ability to do the work, regardless of seniority, but such determination shall not be exercised arbitrarily. In all cases the senior employee shall have a reasonable time to demonstrate his ability to do the work satisfactorily in the event such employee is unable to satisfactorily do the work, the employee shall return to his prior job classification. While there is no job classification seniority, the Company agrees not to change an employee's job classification arbitrarily.

Seniority shall be broken for the following reasons:

(1) Voluntarily quitting; provided however, that it shall not be a breach in service if a Company's operations in a particular area have terminated for a season and an employee declines to work at the Company's operations in another geographical area.

(2) Discharge for cause.

The applications of this Section shall be subject to the Grievance and Arbitration Procedure of this Agreement.

Each ninety (90) days beginning with the date of the execution of this Agreement, the Company shall provide the Union with a current seniority list showing the name of each employee, his original date of hire and his Social Security Number.

Where more than one employee has the same original date of hire, the employee with the lower last four digits in his Social Security Number shall have the higher seniority.

Seniority as described in this section is defined as Company seniority, which means length of service with the Company. However, where a dispute arises, the senior employee within a geographical area of operation shall have preference. It is understood and agreed that work performed in certain commodity groups and/or makeup of the work force, it is customary for families and/or certain employees to work together. In applying seniority the Company and the Union agree to interpret this Section as far as possible toward that end. It is not the intent of the Union to disrupt Company's present operation or to prevent the Company from securing labor to meet emergencies which may arise from time to time during the term of this agreement.

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

Leaves of absence, not to exceed two (2) months without pay, may be granted by applying to and receiving approval from the Company. Leaves of absence may be extended by applying to and receiving approval from the Company, upon a satisfactory showing of necessity.

Leaves of absence not in excess of three (3) days may be either in writing or oral at the option of the Company. All leaves of absence in excess of three (3) days must be in writing on forms furnished by the Company and signed by the Company representative, and the employee requesting such leave, in triplicate—one copy for the employee, one for the Union, and one for the Company.

Leaves of absence shall not be granted for, or used by, employees to work elsewhere or to venture into business.

Leaves of absence shall be granted or extended upon illness of an employee substantiated by a doctor's certificate or other adequate proof of illness.

Any employee's appointment or election to conduct Union business shall be deemed good and sufficient reason for obtaining a leave of absence. Such employees shall be given, upon written notice from the Union to the Company, a leave of absence not to exceed one year, which shall be extended yearly thereafter on request, provided the employees shall be continuously conducting Union business. Not more

than three employees shall be given leaves of absence under this section from any one Company, unless authorized by the Company.

Seniority shall accumulate during leaves of absence and, upon his return within the period of the leave of absence, the employee shall be reinstated without loss of seniority and at the existing scale of wages.

ARTICLE X - CALL TIME - All employees shall report to the place to which they are ordered to report for work at the time specified. They shall be paid from the time they report until released and shall be paid a minimum of four (4) hours for each call when no work is provided, at the worker's hourly rate of pay, or the worker's average hourly piece rate earnings based on the preceding payroll week for piece rate workers. In the event the employees commence work, they shall be paid a minimum of four (4) hours. Hourly employees shall be paid the hourly rate or piece-rate employees shall be paid four (4) times that day's average piece-rate earnings per hour. This call time provision shall not apply where work covered by this Agreement is delayed or cannot be carried out because of rain, frost, government condemnation of crop, machinery breakdown, or other causes beyond the control of the Company. Any call may be rescinded by notification to employees before reporting to work.

ARTICLE                      STAND BY TIME

Any employee requested to stand by shall be paid for all time standing by at the hourly rate. This shall not apply to piece-rate employees after they commence work.

ARTICLE - REST PERIODS - Rest periods

shall be taken, insofar as practical, in the middle of each work period. Rest period time shall be based on the total hours worked daily, at the rate of fifteen (15) minutes per four (4) hours work or major fraction thereof. A rest period shall not be required for employees whose total daily work time is less than three and a-half (3-1/2) hours. Rest period time shall be counted as hours worked.

ARTICLE            MAINTENANCE OF STANDARDS

The Company agrees that all conditions of employment in its individual operations relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest standards in effect at the signing of this agreement, and conditions of employment shall be improved whenever specific provisions for improvement are made elsewhere in this agreement.

It is agreed that the provisions of this section shall not apply to inadvertent or bonafide errors made by the Company in applying the terms and conditions of this agreement if such error is corrected, within ninety (90) days of the error.

No other Company shall be bound by the voluntary acts of another Company when he may exceed the terms of this agreement.

Any disagreement between the local Union and the Company with respect to this matter shall be subject to the grievance procedure.

This provision does not give the Company the right to impose wage or continue hours and working conditions less than those contained in this agreement.

It is agreed, however, that conditions that apply to specific employees or areas, or due to particular circumstances, do not apply beyond those limited instances. Further, it is agreed that when employees are provided benefits at cost to the employer, charges to employees may vary in keeping with changes in costs.

ARTICLE PROTECTION OF RIGHTS - It

shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action by the Company in the event an employee refuses to go through a Teamster Union lawful primary picket line, sanctioned by the appropriate joint council of the Teamsters Union and the Western Conference of Teamsters, against another company.

ARTICLE - DISCRIMINATION

There shall be no discrimination in hiring or in conditions of employment based upon race, religion, color, age, sex, creed, or national origin. It is agreed that this obligation includes, but is not limited to, the following: hiring, placement, upgrading, transfer or demotion, recruitment, advertising or solicitation for employment, treatment during employment.

ARTICLE            VISITATIONS

All agents of the Union shall have the right to visit properties, the Company at all times and places, to conduct legitimate Union business; however, he shall not unduly interrupt operations.

ARTICLE            - RIGHTS OF MANAGEMENT

All the functions, rights, powers and authority which the Company has not specifically modified by this Agreement are recognized by the Union as being retained by the Company, including, but not limited to, the exclusive right to direct the work force, the means and accomplishment of any work, the determination of size of crews or the number of employees and their classifications in any operation, the right to decide the nature of equipment, machinery, methods, or process used, introduce new equipment, machinery, method, or process, and to change or discontinue existing equipment, machinery, methods, or processes.

ARTICLE

- NO STRIKE - NO LOCKOUT

The Union and the Employer agree that there shall be no lockouts, strikes, slowdowns, job or economic action, or other interference with the conduct of the company business during the life of this Agreement. The foregoing sentence shall not apply with respect to any supplemental agreement of this Agreement after it expires, even though it expires during the term of this Agreement, nor shall such sentence apply to economic action with respect to a dispute which the Union has with the Company regarding employees of the Company not covered by this Agreement.

It is agreed that any dispute the Union may have with another employer will in no way be permitted to interfere with the work of employees hired under this Agreement on the land of such other employer who is growing crops by contract or joint venture arrangement with the Company, so long as employees working under this Agreement do all thinning, hoeing and harvesting work on such crop.

ARTICLE - LABOR CONTRACTORS

The Company agrees to maintain on its payroll employees supplied by a labor contractor or to be primarily responsible for compliance with the terms and provisions of this Agreement.. In any event, the Company engaging such labor contractor shall be deemed the employer for all purposes under this Agreement.

ARTICLE            PRESERVATION OF WORK

It is the intent of the parties that bargaining unit work shall be performed by or for the Company under the terms of this agreement. The parties acknowledge that the nature of agriculture is such that subcontracting bargaining unit work may be necessary or proper under certain circumstances. However, said subcontracting shall not be done in subversion of this agreement.

ARTICLE            - NEW OPERATIONS

In the event any new or experimental operation, container, commodity, or classification shall be installed by the Company, the Company shall have the right to temporarily set the wage scale or working conditions but shall notify the Union of such action immediately, and within ten (10) days thereafter (or longer period agreed upon to give sufficient time to gain experience with such installation) the Union and the Company shall agree upon a wage scale and working conditions. In the event such wage scale and working conditions cannot be agreed upon mutually by the parties, the same shall be submitted to the arbitration procedure for determination. Any wages agreed upon shall be effective from the installation of such new or experimental operation, container, commodity, or classification.

ARTICLE

- UNION LABEL

The Company is herewith accorded permission to display the appropriate Teamster Union Label on all items of service or production produced by employees under the terms of this Agreement. The execution of this Agreement by the Union shall be deemed to be the written consent required by any applicable state or federal law.

Title to the Union Label shall remain in the Union and the International Brotherhood of Teamsters, and shall be subject to revocation by them, upon reasonable notice, in their sole discretion. In the event that the Union or the International Brotherhood of Teamsters demands the return of such label, the Company agrees that the same shall be returned forthwith, or agrees that in the event any such label cannot be so returned, then on demand by the Union or the International Brotherhood of Teamsters, such label shall be completely obliterated.

Union dues or initiation fees deducted from employees' checks, pursuant to Article - Union Security, paragraph (c), shall be forwarded to each Local Union which is a party to this Agreement for employees working within the geographic jurisdiction of such Local Union at the time such dues and/or initiation fees were deducted from the employees' pay. Companies operating in more than one geographical area may report as set forth above, or at the option of the Company, may forward such dues and/or initiation fees to the Union's office at 1870 Ogden Drive, Burlingame, California. Such report shall include employees listed by name, Social Security number, and the location of each employee within the jurisdictional area of the Teamsters Union at the time of Union dues, or initiation fee deductions from his pay by the Company.

Union dues and/or initiation fees deducted pursuant to this Agreement shall be forwarded with the report described in the above paragraph to the Union prior to the tenth (10th) day of the succeeding month.

The geographical jurisdiction of each Local Union which is party to this Agreement is set forth in Appendix B. This geographical jurisdiction shall not be changed to affect Company reports under this Agreement, except with three (3) months written notice to the Company.

ARTICLE            RECORDS - The Company shall keep

full and accurate records, including total hours worked, piece-rate or incentive records, total wages and total deductions. Workers shall be furnished a copy of the itemized deductions and earnings, each payday. Upon request, the daily record of piece-rate production for a crew shall be made available to any interested member of the crew, and shall include the size of the crew and the name of each crew member.

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

ARTICLE

- WORKING RULES

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

The Company will not discharge, suspend or discipline any employee without just cause, but, in respect to discharge or suspension, shall give at least two (2) written warning notices before such action is taken, except in the case of dishonesty, flagrant insubordination, intoxication, or use of drugs, when no warning notice will be required.

Warning notices must be issued within forty-eight (48) hours after the occurrence of the violation, or discovery thereof, claimed by the Company in such warning notice. Such warning notice shall be given to the employee in writing and a copy mailed to the Union at time of issuance.

A warning notice shall remain in effect for a period of six (6) months from date of issuance only.

Discharge shall be by written notice to the employee affected and the Union within forty-eight (48) hours of the occurrence, or discovery thereof, of the violation claimed by the Company as the basis for discharge.

An appeal from discharge must be taken within ten (10) working days by written notice to the Company. Such appeal shall be handled as a grievance in accordance with the provisions of Article X of this Agreement.

ARTICLE            -BULLETIN BOARDS

The Company shall provide bulletin boards at suitable and conspicuous locations on the premises, upon which the Union may post notices. Such notices shall be limited to Union functions, such as meetings, elections and results, and other non-controversial materials.

dispute. If the parties cannot agree upon the selection of an arbitrator, then the arbitrator for the specific grievance in question shall be selected from a list of thirteen (13) names which have previously been requested by the employer and the union for the geographic area within which the grievance arose. The Union and the Company shall select an arbitrator through the process of elimination by striking alternately one name from the applicable list. The Union shall strike the first name. The name remaining after each party struck six shall be the person designated as the arbitrator for the matter, provided the person is available for a hearing within forty-five (45) days.

The arbitrator is to render a bench decision, followed by written decision within thirty (30) days, unless either party requests a written decision. In such case, the arbitrator shall render his written decision within thirty (30) days following conclusion of the hearing or after the date for filing briefs, whichever is later. Briefs may be filed by either party, but, in any event, shall be filed no later than fifteen (15) days after conclusion of the hearing.

B. Upon execution of this Agreement and annually thereafter, if requested by either party, a panel of arbitrators shall be requested from the Federal Mediation and Conciliation Service for use in determining arbitrators as described above. One panel of arbitrators shall be requested for California.

C. COMPLIANCE ARBITRATION

After Step One has been complete, the following procedures shall be in lieu of Steps Two and Three of the grievance procedure for grievances relating to Company's failure to provide contracted-for health insurance, pension, vacation pay, unemployment insurance, wages where there is no question raised about an employee's appropriate job classification, or failure of Company to comply with paragraphs B and D of the Union Security Article of this Agreement or a grievance for an employee not involving contract interpretation but a factual dispute concerning the Company's failure to properly apply the terms of this Agreement to him provided, in this later case the award of the arbitrator shall be nonprecedential and any remedy, if appropriate, will not extend beyond the individual employee.

No grievance filed pursuant to this Section shall be delayed more than twenty-one (21) days from date of filing until hearing before the arbitrator. After the hearing is scheduled, provided notice is given to both parties at least ten (10) days before such hearing, if either party fails to attend the hearing or arrange for representation, the arbitrator shall proceed with the matter and render a bench decision on the basis of evidence submitted, followed by written decision within thirty (30) days.

D. Either party's failure or refusal to submit to or proceed with arbitration, or to comply with the final

arbitration award, shall make that party liable for reasonable attorneys' fees and court costs which may include, but not be limited to, audit costs of the other party.

E. Time limits set forth herein shall equally bind each party to this Agreement and grievances not processed within the specified time limits, unless extended in writing by mutual agreement, shall be considered as waived or admitted.

F. The decision of the arbitrator shall be final and binding on all the parties involved in such controversy or grievance, and shall conclusively determine the dispute.

G. Each party shall bear the cost of presenting its own case. The arbitrator's fees and expenses shall be equally divided between the parties, except as provided in Paragraph D above.

H. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement.

ARTICLE

- TRAINING PROGRAM

Because of the changing nature of agricultural employment and the skills which will be needed of agricultural employees in the future, the Company and the Union agree to cooperate with and promote training programs for farm workers whether such programs are originated through the Union, Company, or federal, state or local authorities. In addition, the Company and the Union will seek to encourage the establishment of such training programs.

ARTICLE -- HEALTH AND WELFARE (Effective only through October 31, 1976)

The Teamsters Union and the Employer have agreed that the Company shall provide a health and welfare plan for eligible employees and their families providing the same benefits as Western Growers Assurance Trust Plan 22. The cost of this plan shall be borne by the Company. Payment of premium shall be made by the tenth (10th) day of each current month during the period of this Agreement.

An eligible employee is a                      employee who has worked sixty (60) hours for the Company in the preceding month. Each Company shall provide the Union a list of eligible employees each month.

After termination of employment for the season, the employee may pay his own insurance premiums at the group rate for a period not to exceed ten (10) consecutive months. The first payment of premium by the employee must be paid by the tenth (10th) day of the first month following termination of employment for the season unless the premium for that month is paid by the Company in which case the first payment of premium by the employee must be made by the tenth (10th) of the next consecutive month. Thereafter, each payment must be made consecutively by the tenth (10th) of the month provided the Company is not obligated to pay insurance for that month.

No later than the first (1st) day of the month following the month in which an employee is laid off, the Company will notify the Union whether or not such employee is an eligible employee. At the time that the employee is given his last paycheck or within 48 hours thereafter, such notice shall be given to the employee. In the event the Company fails to give such notice to the employee then the Company shall be obligated to pay the insurance premium on



PLAN 22  
 (Effective only through 10/31/76)  
Schedule of Benefits

<u>Classification</u>	<u>Group Life</u>	<u>A.D.&amp;D. (Non-Occ.)</u>
Each Employee	\$1,000	\$1,000

Medical Expense Benefits

The following benefits are payable for employees and their eligible dependents (spouse, and all unmarried dependent children to 19 years of age or to age 23 if full-time students) due to an off-the-job injury or illness.

Basic Medical

Daily Room and Board (50 Days - Not Integrated)	\$ 50.00
Hospital Services	2,000.00
Maximum per Disability	4,500.00
Ambulance - per trip	15.00
Pregnancy Benefit (payable while insured)	500.00
Surgical Benefit per schedule (\$6 RVS)	1,200.00
Anesthesia - separate allowance	Schd. Max.
Surgical Supplies - in hospital	50.00
- outside the hospital	100.00
Doctor Calls - Home, Office, Hospital	6.00
Payable: 1st call Accident, 1st call Illness	
Maximum Aggregate Amount per disability	300.00
Prescription Benefit per Disability	50.00
Diagnostic X-Ray and Laboratory (Max. Per Calendar Year)	250.00
Additional Accident Expense	300.00
Poliomyelitis Benefit	2,000.00

Major Medical:

While hospitalized, after \$1,000 of basic medical benefits, payment, while hospitalized, of required excess expenses at 80% up to	10,000.00
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AMENDED HEALTH and WELFARE CLAUSE per ADDENDUM "H"

(Effective after 11/1/76)

A. Existing plan or equivalent benefits to be maintained by Company through and including October 31, 1976. Existing requirements of ARTICLE HEALTH AND WELFARE in its entirety cease to be effective November 1, 1976.

B. The parties to establish a Labor-Management Trust Fund (complying with the requirements of Section 302 of the National Labor Relations Act as amended [as to form], ERISA and California law) to receive Employer contributions for health and welfare for such period of time no longer than the Union is the lawful collective bargaining agent for the employees. The eligibility requirements for covered employees will be the same as in the Agreement. Trustees will determine benefits to be provided. Employer's sole liability to make required contributions to the Trust when it is established on or after November 1, 1976. Contribution rate to Trust will be twenty cents (20¢) per compensable hour per covered employee. All money paid into the Trust is for the exclusive benefit of the employees and no such moneys shall be paid or provided to either the Employer or the Union during the term of the Trust or upon its dissolution. The exact language of the Trust documents to be agreed to by counsel for the parties.

ARTICLE

PENSION

The Company shall contribute to the Western Conference of Teamsters Pension Trust Fund ten (10) cents per hour for each and every hour worked or paid for each employee covered by this Agreement. The parties agree to accept the provisions, rules and regulations of the Trust Fund as established by the Trustees of such Trust Fund.

Commencing July 16, 1976, the Company's contribution shall be increased to fifteen (15) cents per hour and commencing July 16, 1977, the Company's contribution shall be increased to twenty (20) cents per hour for each employee and every hour worked or paid for each employee covered by this Agreement.

The parties hereby further agree that if they enter into a renewal, extension, modification or replacement of this Agreement for a period which includes or follows January 1, 1979, they shall include a provision which requires the Company to make contributions to the Fund after December 31, 1978, at a rate which is at least one hundred forty percent of the highest pension contribution rate in effect under the Agreement prior to January 1, 1979.

The parties agree that because the Trustees of the Fund will rely on the execution of this Agreement to restore or not to reduce benefits to retiring employees, this Agreement may not be modified, terminated or rescinded by the parties, directly or indirectly, without the express written consent of the Trustees.

ARTICLE      - VACATIONS

A. Employees shall be entitled to vacations as set forth in accord with the following provisions:

1. The vacation year will be December 1, 1975 through November 30, 1976, and similar periods thereafter. As of December 1, 1975, all employees then on the payroll shall receive a vacation benefit based on accumulated hours and rate of benefit as provided in paragraphs A2 and A3 below. If an employee on November 30, 1975 has less than 500 accumulated hours through that date, he or she will carry over the number of hours accumulated toward vacation entitlement for the twelve-month period ending November 30, 1976.

An employee hired during any vacation year, and who is a seniority employee on November 30th of that vacation year, shall be entitled to vacation pay in accordance with paragraph A2(a) and A2(b) below provided he has completed at least 500 hours work in that vacation year. If he has not completed at least 500 hours work in that vacation year, and is a seniority employee at the end of that vacation year, his hours shall be carried forward and counted for vacation pay in the next succeeding vacation year.

2. When an employee has maintained his seniority for eleven (11) months during the vacation year, he shall be entitled to a vacation payment during the December immediately following the vacation year, based upon the number of hours worked during the vacation year as follows:

(a) 500 hours to 999 hours - 1% of employee's gross company earnings during the vacation year as vacation pay;

(b) 1,000 hours or more - 2% of employee's gross company earnings during the vacation year as vacation pay.

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

ARTICLE (CONTINUED)

B. Requirements and rights applicable to vacations:

1. The employee must work the hours set forth above in the vacation year and be a seniority employee of the company to qualify for vacation pay.

2. Vacation periods shall be arranged by mutual agreement between the company and the employee and shall be taken at such time as will cause the least inconvenience to the company.

3. The employee who has been or shall be discharged or who has or shall voluntarily terminate his employment with the company shall be entitled to vacation pay, provided he has met the eligibility and qualification requirements of this article.

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

ARTICLE            - HOURS AND WAGES

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

B. Wages and additional provisions shall be set forth in the addenda attached hereto.

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

ARTICLE - HOLIDAYS

Holidays Paid if Worked:

The following holidays shall be paid for at the rate of one and one-half (1-1/2) times the straight time hourly or piece rate of pay for all hours worked:

1. Christmas
2. New Years
3. Memorial Day
4. July 4th
5. Labor Day
6. Thanksgiving

Holidays Paid Whether Worked or Not (Paid Holidays);

The following holidays shall be paid for at eight (8) times the employee's hourly rate, or piece rate average hourly earnings, within the commodity, whether worked or not.

Effective 7/16/75:

1. Labor Day
2. July 4th

Effective 1977:

1. Thanksgiving
2. New Year's Day

Effective 7/16/76:

1. Labor Day
2. Christmas
3. July 4th

Eligibility for Paid Holidays:

1. The employee must be a seniority employee who worked at least five (5) days within the fourteen (14) days immediately preceding the holiday; and
2. The employee must also have worked his last regularly scheduled work day before the holiday and his next regularly scheduled work day after the holiday.

HOLIDAYS (Continued)

3. An employee who is absent from either the last regularly scheduled work day before the holiday or the next regularly scheduled work day after the holiday because of excused illness shall qualify for holiday pay provided the employee qualifies under 1. above.

Employees working on a holiday falling on a Sunday shall not be entitled to the benefits of Article \_\_\_\_\_, Overtime.

ARTICLE XXXIV - OVERTIME - All work performed by employees other than tractor drivers and irrigators on Sundays, and in excess of nine (9) hours per day, shall be compensated for at the overtime rate of one and one-half (1-1/2) times the employees regular hourly or piece-rate of pay, exclusive of all travel time and premiums.

All work performed by tractor drivers and irrigators on their seventh (7th) consecutive day and in excess of ten (10) hours per day shall be compensated for at the overtime rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay, exclusive of all travel time and premiums.

There shall be no pyramiding of daily overtime premiums, or premiums for Holiday, or Sunday work, or other premiums; in any event, only the greater of any such premium shall apply.

In computing overtime premium on a piece rate basis, the number of cartons subject to overtime shall be determined by averaging the cartons for the total hours worked by the crew that day.

ARTICLE FUNERAL LEAVE - In the event of a

death in the immediate family, (father, mother, wife, husband, son or daughter) a seniority employee in the active employment of the Company shall be entitled to three (3) days off with pay for each day of leave at the regular hourly rate or average straight time hourly piece rate earnings for the preceding payroll period with a maximum of eight (8) hours per day. No extra pay allowance will be made for multiple or simultaneous deaths occurring within such three (3) day period. A leave of absence without pay shall be granted, upon request, for additional time as the employees requires, pursuant to Article \_\_\_\_\_, Leave of Absence.

A death certificate or other evidence of death may be required by the Company.

To be eligible for such paid funeral leave, such employee must have worked for the Company on five (5) days, including days off on excused absences, during the two (2) weeks preceding the week of the funeral.

ARTICLE

JURY DUTY AND WITNESS PAY - When

an employee is first notified of a call for jury duty, he shall immediately inform the Company in writing of such notification.

If a seniority employee serves on a jury or is subpoenaed as a witness by the Company in a civil court proceeding in the country in any such legal proceeding not between the parties, he shall be paid the difference between eight (8) hours straight time hourly rate of pay, or if a piece rate worker, the average hourly straight time piece rate earnings he would have earned (maximum of 8 hours per day), and the payment made to such employee as a juror for those days on which the employee would have worked for a maximum of 30 days in any two (2) year period.

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

If an employee is injured at work to the extent that medical care is required and the employee is unable to return to work, the Company will pay the employee's wages for the day of injury, based upon the number of hours he would have worked that day, at the hourly rate when paid on an hourly basis, or the crew average piece-rate earnings on the day of the injury when the employee is paid on the piece-rate basis. If the Company requests, the employee will provide a written statement from his treating doctor stating employee was unable to return to work because of industrial injury.

ARTICLE - TRAVEL ALLOWANCE - DAILY TRAVEL TIME

A. When Company furnished transportation is available, only employees using such transportation shall receive daily travel allowance based upon the following schedule, from the usual and customary point of origin at which company transportation is furnished, to the work site.

When company furnished transportation is not available, employees furnishing their own transportation shall receive daily travel allowance as provided above.

Travel allowance shall be at the minimum hourly guaranteed rate of pay.

Daily Travel Allowance Schedule

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 and over road miles -- 2 hours each way

B. Travel Allowance will be paid in the following amounts for the following trips:

San Luis or Calexico to Palo Verde/Blythe area - 1-1/2 hours each way.

Salinas to King City area - 1/2 hour each way

Oxnard to Lompoc area - 1-1/2 hour each way

Calexico or San Luis to Salton Sea Ranch - 1/2 hour each way.

C. Travel allowance will not be payable for travel in the Imperial Valley, between Calexico and Yuma area, between San Luis and Imperial Valley area or in the Salinas Valley area, except for travel from Salinas to King City, and except for travel from San Luis or Calexico to Salton Sea Ranch, as indicated in "B" above.

D. No company will reduce the level of travel pay benefits provided prior to this agreement.

ARTICLE - TRAVEL ALLOWANCE - GAS ALLOWANCE (See Add. "G", Page 73)

Company shall pay mileage, gas allowance, gas stamps, or transportation for each move or location other than the first original work location during the same work day, or provide transportation.

The parties agree to negotiate a gas allowance to be paid to loaders who are required to provide their own transportation to and from fields, and if such allowance cannot be mutually agreed upon, to submit this matter to arbitration.

ARTICLE                      PROTECTIVE CLOTHING - The Company

shall furnish required safety equipment, protective clothing (including rain coats, rain boots, rain pants and rain hats) when required to perform the work, and gloves and knives for harvest crews as necessary. Exchanges shall be made at no cost to the employees subject to the provisions of this paragraph. The employee shall be responsible for items provided prior to receiving his last check or an exchange, such items to be returned in good condition, reasonable wear and tear incurred at work excepted. Workers shall be charged actual cost for such equipment or protective clothing not returned or exchanged.

ARTICLE - UNEMPLOYMENT INSURANCE

The Company agrees to bring all employees covered by this Agreement under State Unemployment Insurance provisions in every State covered by this Agreement, when permitted by that State's law, and in accordance with their procedures to assume and to pay the level of employer payroll taxes required for coverage.

ARTICLE

- GOVERNMENT CONTROLS

If any provision of this Agreement may not be put into effect because of applicable legislation, executive orders, or regulations dealing with wage and price stabilization, then such provision, or any part thereof, including any retroactive requirement thereof, shall become effective at such time, in such amounts, and for such periods, retroactively and prospectively, as will be permitted by law at any time during the life of this Agreement, and any extension thereof. The Employer agrees to cooperate with the Union in seeking approval of any monetary amounts in excess of those amounts allowed by such Cost of Living Council, or the executive orders or regulations dealing with wage and price stabilization.

If the Federal Government institutes wage controls in any form, and any portion of this collective bargaining agreement is deferred or cut back, the parties shall meet promptly to attempt to allocate the monetary equivalent of the disapproved wages or benefits in a manner that would result in government approval.

ARTICLE            - SEPARABILITY

The provisions of this Agreement are subject to limitations of any applicable State or Federal Law; and, in the event any portion of such law affects the validity of any portion hereof, that portion of this Agreement shall no longer be applicable or legal in accordance to such laws, but such laws will not terminate, invalidate, or affect the remainder of this Agreement.

ARTICLE            NIGHT SHIFT DIFFERENTIAL - An

employee on any shift who performs at least fifty percent (50%) of his work between the hours of 6:00 p.m. and 6:00 a.m. shall receive a premium of twenty-one cents (\$.21) per hour for all hours worked for such shift.

ARTICLE - INCOME TAX WITHHOLDING

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

This article shall only apply if permitted by Federal and State Law and if the procedures required of the Company for doing so are the same as those for employers of non-agricultural employees.

This Agreement shall be in full force and effect from July 16, 1975; and shall continue in full force and effect through July 30, 1978. This Agreement shall automatically renew itself from year to year from the expiration date hereof unless either of the parties shall give notice in writing to the other party sixty (60) days prior to the expiration, requesting negotiations for a new Agreement or modification of this Agreement, together with thirty (30) days prior written notice to the State Conciliation Service, or similar state agency, if any.

ed this 27 day of July, 1975.

BRUCE CHURCH, INC.

PAID; L.V.P.

WESTERN CONFERENCE OF TRANSITERS

Elio Pacion

William D. Dean

Robert L. Colner

Francis R. Mendoza

WESTERN AGRICULTURAL MASTER AGREEMENT

1. This Agreement is between those parties described in Article I - Parties, of the California Agricultural Master Agreement and all disputes as to the identity of the parties to this Agreement shall be resolved by reference to said Article.

2. This Agreement shall cover all field agricultural employees of the company in the twelve (12) western states not including California, working in row crops, including any employee who at any time works in row crops, and all other agricultural employees of the company, as defined by the Federal Fair Labor Standards Act, Section 3(f), in contiguous geographical areas to such row crops. Agricultural employees not covered by the above sentence shall be covered by Article \_\_\_\_\_, Non-Organized Units. Excluded from coverage are supervisors as defined in the NLRA, except that crew leaders who do not have authority to exercise independent judgment in the course of their supervisory duties shall be covered; office-clerical employees; security guards; member of immediate families of owners of a Company; and employees covered by another union contract. Also included are all employees employed by a Company that would, under Federal precedent, be considered the alter ego or the joint employer of the Company. Also included shall be employees covered by the NLRA; provided they are organized under Article \_\_\_\_\_, Non-Organized

Units of this Agreement; and such employees shall be in the same bargaining unit as all other employees under this Agreement.

3. The employees covered by this Agreement shall constitute one bargaining unit, separate from those bargaining units established in the California Agricultural Master Agreement.

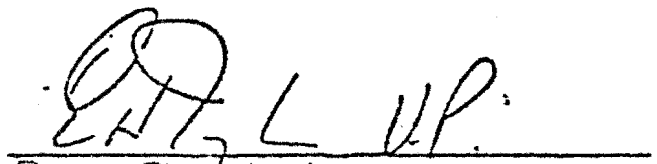
4. The parties agree to be bound by all the terms and provisions of the California Agricultural Master Agreement except for those terms and provisions in conflict with the express terms of this Agreement.

5. Article VI - Union Security of the California Agricultural Master Agreement shall be part of this Supplement, except that its provisions under this supplement shall require membership on the third (3rd) calendar day, and all references to the "fifth (5th) calendar day" shall be changed herein to the "third (3rd) calendar day".

Executed this 29 day of July, 1975 at Los Angeles,

California.

  
Western Conference of  
Teamsters

  
Bruce Church, Inc.

SUPPLEMENTAL AGREEMENT TO THE  
CALIFORNIA AGRICULTURAL MASTER AGREEMENT

It is agreed between the Employer and the Union that wage classifications not provided for previously in the 1973-75 Field Labor Supplemental Agreement shall be subject to negotiation.

Agricultural employees of the Company in the job classifications, of packinghouse workers; truck drivers: field to point of first processing; truck drivers: field to market; truck drivers: field to shed; and truck drivers: field to cooler shall be handled in the following manner:

A. These employees shall be covered by the applicable Teamster collective bargaining agreement in force for similar job classifications in the same geographic area where these agricultural employees are performing their services, with the following limited exceptions:

1. The Union Security Clause in the California Agricultural Master Agreement shall apply to these employees;
2. The Grievance and Arbitration procedure of the California Agricultural Master Agreement shall apply to these employees.

B. No employee in these classifications shall suffer any reduction in wages or benefits currently enjoyed by reason of the negotiation of this Supplemental Agreement.

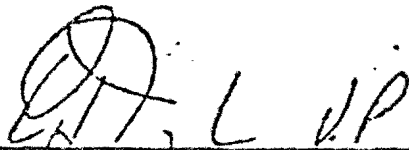
C. The expiration date of these Supplemental Agreements for individual companies covered shall be the expiration date in the applicable Teamster Agreements covering similar job classifications in the same geographic area where the work is performed.

D. Where there are no Teamster Agreements covering similar job classifications in the same geographic area where a company's work is performed, or where the Employer and the Union have a dispute over the

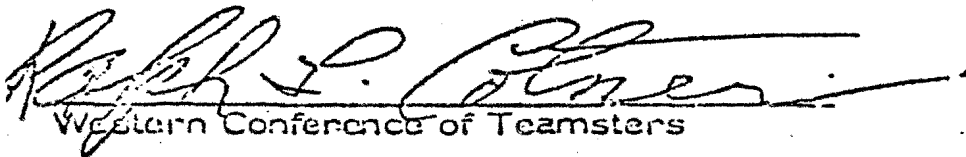
terms and conditions applicable to these employees at any Company, the parties will promptly meet and negotiate such disputes.

The Employer and the Union agree that they will use their best efforts to reach a final agreement upon the terms and conditions of employment for these job classifications within 30 days following the execution of this Memorandum. Should the parties fail to reach agreement within 30 days, they agree to submit any disputes or unsettled terms or conditions to the Grievance and Arbitration procedure established in the California Agricultural Master Agreement.

Dated: July 29, 1975



Bruce Church, Inc.

  
Western Conference of Teamsters

ADDENDUM A

To the "Agricultural Employees" Agreement between Bruce Church, Inc. and the Western Conference of Teamsters dated the 29th day of July, 1975.

TRACTOR OPERATORS

The minimum hourly rate of pay for Tractor Operators shall be as follows:

CLASS I	Operator who performs listing, precision planting and precision application of agricultural chemical. Operator shall receive Class I rate of pay as his regular rate of pay including all times worked at job classification of a lesser rate of pay.	7/31/76	7/31/77
		\$4.225	\$4.375
CLASS II	Operator who performs work other than that listed under Class I operator shall receive Class II rate of pay as his regular rate of pay including all time worked at job classifications of a lesser rate of pay. Where a Class II operator performs any of the duties listed under Class I, he shall receive the Class I wage rate as his regular rate of pay.	7/31/76	7/31/77
		\$4.115	\$4.265
CLASS III	Tractor Operator who is a trainee for a period not to exceed 30 days for Class I or Class II Tractor Operator, and who has not previously performed work in either Class I or Class II. Consent of the Union shall be required to employ an employee as a Class III Tractor Operator, however, such Union consent shall not be withheld arbitrarily.	7/31/76	7/31/77
		\$3.865	\$4.015

ADDENDUM B

To the "Agricultural Employees" Agreement between Bruce Church, Inc. and the Western Conference of Teamsters dated 29th day of July, 1975.

GENERAL FIELD, HARVESTING, PRE-HARVEST, THINNING, HOEING AND IRRIGATING

The minimum hourly rate of pay shall be as follows:

	7/31/76	7/31/77
	\$3.40	\$3.55

Piece rates for thinning and hoeing, where this method of wage payment is established, shall be negotiated in a separate addendum.

ADDENDUM C

To the "Agricultural Employees" Agreement between Bruce Church, Inc. and the Western Conference of Teamsters dated 29th day of July, 1975.

I. LETTUCE HARVEST - MACHINE WRAP PACK - HOURLY RATES

	<u>7/31/76</u>	<u>7/31/77</u>
Cutter-wrapper-pick up	\$ 3.48	\$ 3.63
Packers	3.62	3.77
Closer/Gluer	3.785	3.935
Loader	3.785	3.935

II. LETTUCE HARVEST - MACHINE WRAP PACK - PIECE RATES

	<u>7/31/76</u>	<u>7/31/77</u>
Crew	\$ .678	\$

The piece rates shall be divided among the crew in accordance with their present practice unless otherwise agreed to between members of the crew and the company. The crew consists of cutters, wrappers, packers and closers.

	<u>7/31/76</u>	<u>7/31/77</u>
Loaders	\$ .055	\$
TOTAL TO CREW AND LOADERS	\$ .733	\$ .7555

III. LETTUCE HARVEST - CONVENTIONAL TRIO GROUND PACK OPERATIONS - PIECE RATE

	<u>7/31/76</u>	<u>7/31/77</u>
	\$ .535	\$ .5575

The piece rates shall be divided among the crew in accordance with their present practice unless otherwise agreed to between members of the crew and the Company. The crew consists of cutters, trimmers, packers, closers, loaders.

IV. LETTUCE HARVEST - NAKED PACK (QUALITY PACK) - PIECE-RATE

	<u>7/31/76</u>	<u>7/31/77</u>
	\$ .565	\$ .5875

The piece rates shall be divided among the crew in accordance with their present practice unless otherwise agreed to between members

ADDENDUM C (Continued)

of the crew and the company. The crew consisted of cutters, trimmers, packers, closers, loaders.

	<u>7/31/76</u>	<u>7/31/76</u>
Naked Pack Gluers	\$ 3.40/Hr	\$ 3.55/Hr.
Naked Pack Water Person	.0178/ctn	.0185/ctn.

Premium on Piece Rates for Packing

2-1/2 Doz. Size Lettuce:

To Naked Crew (including loaders)	+ .073	+ .076
To Wrap Crew (without loaders)	+ .073	+ .076
To Wrap Loaders	+ .0052	+ .0054

ADDENDUM D

To the "Agricultural Employees" Agreement between Bruce Church, Inc. and the Western Conference of Teamsters dated the 29th day of July, 1975.

CELERY HARVEST - For Shed Pack

The piece rate to be paid per crate shall be as follows:

	<u>7/31/76</u>	<u>7/31/77</u>
Cutters - Single Cut - Standard	\$ .1828	\$ .19
Cutters - Single Cut - Hearts, Place Packed	.1828	.19

Cutters cut celery and place on conveyor belt or Mechanical loader to dump into bin.

Piece rates are paid based on shed pack out and are based on sturdy or wirebound crates. Where different capacity containers are used, rates shall be adjusted proportionately. The piece rate shall be divided among the crew in accordance with their present practices unless otherwise agreed to between members of the crews and the Company.

PROTECTIVE CLOTHING

The Company shall furnish protective clothing such as rain coats, rain hats, rain pants and rain boots when required, including replacement thereof at no cost to the employee. The employee shall be responsible for protective clothing issued to him and shall be required to return said clothing prior to receiving his last check. Protective clothing shall be returned to the Company upon termination of employment, in good condition, reasonable wear and tear excepted.

ADDENDUM E

To the "Agricultural Employees" Agreement between Bruce Church, Inc. and the Western Conference of Teamsters dated the 29th day of July, 1975.

CANTALOUPE HARVEST - For Shed Pack

The piece rate to be paid pickers per packed out jumbo crate shall be as follows:

	<u>7/31/76</u>	<u>7/31/77</u>
Sack Picking Operation:	\$ .6967	\$ .7260
Mechanical Loading Operation:	.5786	.6029

Piece rates are based on shed pack out and are based on standard jumbo crates. Where different capacity containers are used, rates shall be adjusted proportionately. The piece rate shall be divided among the crew in accordance with their present practice unless otherwise agreed to between members of the crews and the Company.

Daily picking and shed pack out records, pertinent sales records, and other necessary records concerning production shall be available for inspection by a representative designated by the Union, upon request.

Melons sold to processors, in bulk, shall be paid for at the rate of one crate per 100 pounds of melons sold.

CANTALOUPE AND MIXED MELON HARVEST

The minimum hourly rate of pay, where crew is paid on an hourly basis, for pickers in cantaloupe and mixed melon harvest, shall be as follows:

	<u>7/31/76</u>	<u>7/31/77</u>
Per Hour:	\$ 3.535	\$ 3.685

TRAILER PULLER - FULL TIME

A full time trailer puller is an employee who spends 25% or more of his time on a daily basis pulling trailers, his hourly pay shall be as follows for all hours worked that day:

	<u>7/31/76</u>	<u>7/31/77</u>
Per Hour:	\$ 3.665	\$ 3.815

Addendum E (Continued)

HOURLY RATE OF PAY

The minimum hourly rate of pay, where crew is paid on an hourly basis, except for pickers in harvest operations, shall be as follows:

	<u>7/31/76</u>	<u>7/31/77</u>
Per Hour:	\$ 3.40	\$ 3.55

CANTALOUPE HARVEST - PER FOOT PIECE RATE

Sack picking and dumping sacks into field truck bed to an average depth of approximately 36 inches. Per lineal foot of truck bed so filled:

	<u>7/31/76</u>	<u>7/31/77</u>
Per Foot:	\$ 5.0186	\$ 5.2293

This piece rate shall be divided among the crew in accordance with present practice unless otherwise agreed to between members of the crew and the Company.

ADDENDUM F

To the "Agricultural Employees" Agreement between Bruce Church, Inc. and the Western Conference of Teamsters dated the 29th day of July, 1975.

MISCELLANEOUS JOB CATEGORIES

	<u>7/31/76</u>	<u>7/31/77</u>
Water Truck Driver:	\$ 4.115	\$ 4.265

Water truck driver shall receive this rate of pay for all hours worked as a water truck driver with one hour minimum guarantee per day.

	<u>7/31/76</u>	<u>7/31/77</u>
Bus Driver:	\$ 4.225	\$ 4.375

Bus drivers rate shall be paid for all hours worked as a bus driver with a minimum of one hour paid for per day.

ADDENDUM "G"

(See Travel Allowance -- Page 52 )

To the "Agricultural Employees" Agreement between Bruce Church, Inc. and the Western Conference of Teamsters dated July 29, 1975. All provisions of this addendum are effective as of July 16, 1975.

LETTUCE LOADERS GAS ALLOWANCE

Company agrees to pay to each lettuce loader the gasoline allowances indicated below for each day such loaders are required to provide their own transportation to and from the field. Amounts will be accumulated and paid each regular pay day. Amounts paid will be itemized separately on pay checks. Amounts accrued each day will be based on the pick up or bus loading locations and the field location of the lettuce harvest crew with whom the loaders work that day.

Amounts to be accrued each day for each loader shall be as indicated below:

<u>Bus Loading Location for Crew</u>	<u>Field Location Where Crew Works</u>	<u>Amount</u>
Salinas	Salinas area north of Chular	\$ .17
Salinas	Gonzales Area	.49
Salinas	King City - Greenfield Area	1.14
Villa Camphora	Salinas Area North of Chular	.62
Villa Camphora	Gonzales Area	.22
Villa Camphora	King City - Greenfield Area	.49
Guadalupe	Santa Maria Valley	.05
Lompoc	Santa Maria Valley	.89
Santa Maria	Santa Maria Valley	.24
Huron	McCarthy Ranch	.78

<u>Bus Loading Location for Crew</u>	<u>Field Location Where Crew Works</u>	<u>Amount</u>
Huron	Mendota Area	\$ 1.38
Coalinga	McCarthy Ranch	1.08
Coalinga	Mendota Area	1.46
Avenal	McCarthy Ranch	.73
Avenal	Mendota Area	1.81
Kettleman City	McCarthy Ranch	.32
Kettleman City	Mendota Area	1.95
Mendota	McCarthy Ranch	2.03
Mendota	Mendota Area	.19
Firebaugh	McCarthy Ranch	2.27
Firebaugh	Mendota Area	.14
Parker, City of	Parker Ranch	.49
Parker Ranch	Parker Ranch	None
Blythe	Parker Ranch	.73
Palo Verde	Parker Ranch	1.30
Calexico	Parker Ranch	3.60
Calexico	Roll, Welton, Mohawk Area	2.68
Calexico	Yuma Ranch	1.79
Calexico	Imperial Valley North of Brawley	1.00
Calexico	Imperial Valley South of Brawley	.41
San Luis	Parker Ranch	3.82
San Luis	Roll, Welton, Mohawk Area	1.92
San Luis	Yuma Ranch	1.03
San Luis	Imperial Valley North of Brawley	2.82
San Luis	Imperial Valley South of Brawley	1.76

<u>Bus Loading Location for Crew</u>	<u>Field Location Where Crew</u>	<u>Amount</u>
El Centro	Parker Ranch	\$ 3.41
El Centro	Roll, Welton, Mohawk Area	2.79
El Centro	Yuma Ranch	1.90
El Centro	Imperial Valley North of Brawley	.73
El Centro	Imperial Valley South of Brawley	.68
Yuma Area	Parker Ranch	3.11
Yuma Area	Roll, Welton, Mohawk Area	1.22
Yuma Area	Yuma Ranch	.32
Yuma Area	Imperial Valley North of Brawley	2.11
Yuma Area	Imperial Valley South of Brawley	1.06

It is agreed that where a crew bus picks up workers at more than one of the locations listed above, or when the crew works at more than one of the locations listed above, in one day, the loaders shall be paid the highest of the applicable rates indicated.

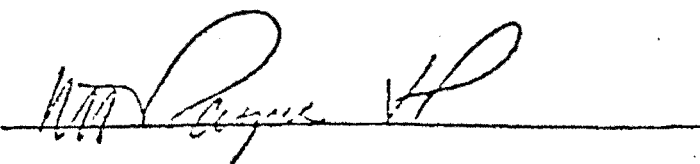
It is further agreed that should there be found significant inequities in the above rates, the parties hereto will negotiate modifications in these rates, and that if mutual agreement can not be reached, the grievance and arbitration procedures described in the master agreement shall be applied.

Agreed to and dated this 1<sup>st</sup> day of October.

1975.

BRUCE CHURCH, INC.

WESTERN CONFERENCE OF TEAMSTER

  
\_\_\_\_\_

  
\_\_\_\_\_

ADDENDUM H

To the "Agricultural Employees" Agreement between Bruce Church, Inc. and the Western Conference of Teamsters dated the 29th day of July, 1975.

WHEREAS, ARTICLE REOPENER of the above Agreement expressly provides and requires the parties to resolve modifications in Wages under said Agreement;

WHEREAS, timely notice was served by the Union to implement the Reopener; and

WHEREAS, the parties have reached agreement on all economic adjustments in full resolution and satisfaction of all such demands for wage adjustments under said Agreement;

THEREFORE, the wage adjustments agreed upon are as follows:

1. HOURLY RATES AND PIECE RATES are attached hereto and incorporated herein as though set forth in full.

2. ARTICLE HOLIDAYS shall provide New Year's Day and Thanksgiving Day are paid holidays, effective 1977. Holidays worked shall be paid for at one and one-half (1-1/2) times the straight time hourly rate or piece rate average hourly earnings for all hours worked, within the commodity.

3. 24-HOUR SHIFT IRRIGATORS - The Article is deleted in its entirety.

4. Windrowers is deleted from Appendix C, paragraphs III and IV, Employees, when classified as such by the Company shall receive the basic hourly rate for hourly employees. Despite deletion of job classification, job duties presently performed by members of crews will continue.

5. ARTICLE NIGHT SHIFT DIFFERENTIAL - An

employee on any shift who performs at least fifty percent (50%) of his work between the hours of 6:00 p.m. and 6:00 a.m. shall receive a premium of twenty-one cents (\$.21) per hour for all hours worked for such shift.

6. ARTICLE XXXIV - OVERTIME - All work performed by employees other than tractor drivers and irrigators on Sundays, and in excess of nine (9) hours per day, shall be compensated for at the overtime rate of one and one-half (1-1/2) times the employees regular hourly or piece-rate of pay, exclusive of all travel time and premiums.

All work performed by tractor drivers and irrigators on their seventh (7th) consecutive day and in excess of ten (10) hours per day shall be compensated for at the overtime rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay, exclusive of all travel time and premiums, or premiums for Holiday, or Sunday work, or other premiums; in any event, only the greater of any such premium shall apply.

In computing overtime premium on a piece rate basis, the number of cartons subject to overtime shall be determined by averaging the cartons for the total hours worked by the crew that day.

7. ARTICLE FUNERAL LEAVE - In the event of a death in the immediate family, (father, mother, wife, husband, son or daughter) a seniority employee in the active employment of the

Company shall be entitled to three (3) days off with pay for each day of leave at the regular hourly rate or average straight time hourly piece rate earnings for the preceding payroll period with a maximum of eight (8) hours per day. No extra pay allowances will be made for multiple or simultaneous deaths occurring within such three (3) day period. A leave of absence without pay shall be granted, upon request, for additional time as the employees requires, pursuant to Article \_\_\_\_\_, Leave of Absence.

A death certificate or other evidence of death may be required by the Company.

To be eligible for such paid funeral leave, such employee must have worked for the Company on five (5) days, including days off on excused absences, during the two (2) weeks preceding the week of the funeral.

8. ARTICLE X - CALL TIME - All employees shall report to the place to which they are ordered to report for work at the time specified. They shall be paid from the time they report until released and shall be paid a minimum of four (4) hours for each call when no work is provided, at the worker's hourly rate of pay, or the worker's average hourly piece rate earnings based on the preceding payroll week for piece rate workers. In the event the employees commence work, they shall be paid a minimum of four (4) hours. Hourly employees shall be paid the hourly rate or piece-rate employees

shall be paid four (4) times that day's average piece-rate earnings per hour. This call time provision shall not apply where work covered by this Agreement is delayed or cannot be carried out because of rain, frost, government condemnation of crop, machinery breakdown, or other causes beyond the control of the Company. Any call may be rescinded by notification to employees before reporting to work.

9. ARTICLE -REST PERIODS - Rest periods shall be taken, insofar as practical, in the middle of each work period. Rest period time shall be based on the total hours worked daily, at the rate of fifteen (15) minutes per four (4) hours work or major fraction thereof. A rest period shall not be required for employees whose total daily work time is less than three and a-half (3-1/2) hours. Rest period time shall be counted as hours worked.

10. ARTICLE JURY DUTY AND WITNESS PAY - When an employee is first notified of a call for jury duty, he shall immediately inform the Company in writing of such notification. If a seniority employee serves on a jury or is subpoenaed as a witness by the Company in a civil court proceeding in the country in any such legal proceeding not between the parties, he shall be paid the difference between eight (8) hours straight time hourly rate of pay, or if a piece rate worker, the average hourly straight time piece rate earnings he would have earned

... hours per day), and the payment made to such employee as a juror for those days on which the employee would have worked for a maximum of 30 days in any two (2) year period.

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

11. HEALTH AND WELFARE

A. Existing plan or equivalent benefits to be maintained by Company through and including October 31, 1976. Existing requirements of ARTICLE HEALTH AND WELFARE in its entirety ceases to be effective November 1, 1976.

B. The parties to establish a Labor-Management Trust Fund (complying with the requirements of Section 302 of the National Labor Relations Act as amended (as to form), ERISA and California law) to receive Employer contributions for health and welfare for such period of time no longer than the Union is the lawful collective bargaining agent for the employees. The eligibility requirements for covered employees will be the same as in the Agreement. Trustees will determine benefits to be provided. Employer's sole liability to make required contributions to the Trust when it is established on or after November 1, 1976. Contribution rate to Trust will be twenty cents (20¢) per compensable hour per covered employee. All money paid into the Trust is for the exclusive benefit of the employees and no such monies shall be paid or provided to either the Employer or

the Union during the term of the Trust or upon its dissolution. The exact language of the Trust documents to be agreed to by counsel for the parties.

12. Except as expressly modified by this resolution of the wage reopener previously served, the basic Agreement continue in effect as previously negotiated.

13. The effectiveness of this Addendum is specifically and expressly conditioned upon its lawfulness under California law. In the event any portion of the law affects the validity of any portion hereof, that portion of this Agreement shall not be effective, but such law shall not affect the Agreement to which this Addendum applies, nor shall it terminate or affect the remainder of this Addendum. The full text of this Addendum sets forth the full understanding of the parties as outlined in the document previously signed by the parties dated August 2, 1976, which is of no force and effect, which was to summarize the elements of the parties' resolution of the wage reopener.

14. ARTICLE REOPENER is deleted in its entirety.

WESTERN CONFERENCE OF TEAMSTERS

By

Jacinto Rey Mendez  
Date: August 16, 1976

BRUCE CHURCH, INC.

By

W. Payne VP  
Date: August 16, 1976

ATTACHMENT 1 ADDENDUM H

RATES OF PAY

<u>References</u>	<u>Classification</u>	<u>Effective Dates</u>	
		<u>7/31/76</u>	<u>7/31/77</u>
Add. A	Tractor Operator I	\$4.225	\$4.375
	Tractor Operator II	4.115	4.265
	Tractor Operator III	3.865	4.015
Add. B	General Field, Harvesting, Pre-Harvest, Thinning, Hoeing and Irrigation.	\$3.40	\$3.55
Add. C	Lettuce Harvest - Machine Wrap Pack - Hourly Rates:		
	-Cutter-Wrapper-Pickup	\$3.48	\$3.63
	-Packers	3.62	3.77
	-Closer/Gluer	3.785	3.935
	-Loader	3.785	3.935
	Lettuce Harvest - Machine Wrap Pack - Piece Rates:		
	- Total to Crew (without Loaders)	\$ .678	\$
	- Total to Loaders	.055	
	- Total to Crew + Loaders	\$ .733	\$ .7555
	Lettuce Harvest - Conventional Trio Ground Pack Piece Rate	\$ .535	\$ .5575
	Lettuce Harvest - Quality Naked Pack Piece Rate	\$ .565	\$ .5875
	Naked Pack Gluer - Hourly	\$3.40	\$3.55
	Naked Pack Water Person - Piece Rate.	\$ .0178	\$ .0185
Premium on piece rates for packing 2-1/2 Doz. size lettuce:			
- To Naked Crew (including loaders)	+\$ .073	+\$ .076	
- To Wrap Crew (without loaders)	+ .073	+ .076	
- To Wrap Loaders	+ .0052	+ .0054	
Add. D	Cutters - single cut - Standard	\$ .1828	\$ .19
	Cutters - single cut - Hearts, Placed Packed	.1828	.19

Attachment 1 to Addendum H  
Rates of Pay

<u>Reference</u>	<u>Classification</u>	<u>Effective Dates</u>	
		<u>7/31/76</u>	<u>7/31/77</u>
Add. E	Effective July 31, 1976, all cantaloupe hourly rates shall be increased \$.45¢ per hour. Effective July 31, 1977, all cantaloupe hourly rates shall increase \$.15¢ per hour.  All cantaloupe piece rates shall be increased 11.4% effective July 31, 1976. Effective July 31, 1977, the cantaloupe piece rate shall be increased by 4.2%.		
Add. F.	Water Truck Driver - Hourly	\$4.115	\$4.265
	Bus Driver - Hourly	\$4.225	\$4.375

WESTERN CONFERENCE OF TEAMSTERS

BY

Jacinto Roy Mendez

Date:

August 16, 1976

BY

Bruce Church Inc

Date:

August 16, 1976