

7/16/79 Bud Antle 1976

Agricultural Production Workers Sub-Agreement

The AGREEMENT is made and entered into by and between BUD ANTLE, INC., hereinafter referred to as the "Company" and the GENERAL TEAMSTERS, WAREHOUSEMEN AND HELPERS UNION, LOCAL 890, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union" acting for and on behalf of the hereinafter designated employees of Bud Antle, Inc.

WITNESSETH:

SECTION 1 - RECOGNITION:

The Company agrees to recognize the Union as the sole and exclusive bargaining agent for all persons employed in all areas of the Company's operations in the growing, packing and harvesting of agricultural commodities. No superintendent, assistant superintendent or foreman having authority from the Employer to hire, fire, or direct the work force shall be a member of the Union. The provisions of this paragraph and this whole agreement are subject to the limitations of any applicable local, state or federal law, and in the event any 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 legal in accordance with such laws make the remainder of the agreement terminate or to be invalid.

SECTION II - UNION SECURITY:

(a) If any person who is not a member of the Union be employed, such person, on the day commencing work for the Company, make application to become a member of the Union, and the Union agrees that it will not discriminate against such applicant; any employee to whom membership is made available on the same terms and conditions generally applicable to other Union members and who fails to become a member of the Union, or whose membership in the Union is terminated because of failure to tender the periodic dues and initiation fees uniformly required by Union, shall, upon written request by the Union to the Company, be discharged and shall not be reemployed until the Union indicates in writing that he has paid such dues and initiation fee.

(b) Within five (5) days after employment the Company shall notify the Union, by telephone or on cards furnished by the Union, of the name, address, social security number, date employed, and job classification of any employee covered under the terms of this agreement.

(c) The provisions of Section II, (a) and (b) of this agreement shall have no application to the operations of the Company, if any, in the State of Arizona and the whole of said section if hereby deleted for the operations in the State of Arizona. The Union asserts that the amendment to the Constitution of the State of Arizona, commonly referred to as "The Right to Work Bill", is unconstitutional and invalid and specifically

reserves the right to secure a judicial determination thereof. Should the said constitutional amendment be repealed or held invalid by the court as last resort, the provisions of this part (c) of Section II of the agreement shall be eliminated and the provisions of (a) and (b) of Section II of this agreement shall thereupon become effective as to operations in Arizona, except as same may be modified or superseded by any act of Congress.

(d) Upon written authorization by the employee, the employer shall deduct all initiation fees and dues from the check of the employee and forward same to the office of the Local Union by the 10th day of each month.

(e) There shall be no discrimination in hiring or in conditions of employment based upon race, religion, color, age, creed, sex or natural origin. Bud Antle, Inc. being an Equal Employment Opportunity Employer, agrees 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, rates of pay or other forms of compensation, layoff or termination.

(f) Authorized agents of the Union shall have access of the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered to, provided, however; that there is no interruption of the firm's working schedule.

(g) Should the provisions contained in (a) or (b) 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.

SECTION III - MANAGEMENT RIGHTS:

Bud Antle, Inc. shall have the exclusive right to direct the work force, to direct the means and accomplishments of any work, to determine the number of workers required for any job including the number to be employed at any particular piece rates of pay as may be provided hereinafter, subject to Section IX (c) below, and Bud Antle, Inc. shall have the right to hire and fire workers subject to the provisions of this contract.

SECTION IV - HOURS AND OVERTIME

Time worked on Sunday and on holidays as hereinafter provided shall be at one and one-half ($1\frac{1}{2}$) times the regular rate of pay for the work performed unless otherwise provided in the schedules attached hereto. All time work in excess of eight (8) hours in any one (1) day shall be paid at one and one-fourth ($1\frac{1}{4}$) times the regular hourly rate of pay unless otherwise provided in the schedules attached hereto. Overtime does not apply to piece rates except on Sundays and Holidays.

A daily travel allowance of ~~three~~ (2) hours' pay shall be paid to workers who commute daily on Company buses from Calexico to Blythe. Similarly, two (2) hours shall be paid from San Luis to Imperial Valley, and three (3) hours from San Luis to Blythe. 4/19/7

All employees shall be given one-half ($\frac{1}{2}$) hour in which to

eat his lunch at approximately the middle of each eight (8) hours' work. In no case shall an employee work in excess of five (5) hours without such lunch break.

SECTION V - HOLIDAYS:

The following days shall be observed as holidays, and all work performed upon said days shall be paid at the overtime rate: Sunday, Christmas, New Year's Day, Washington's Birthday, Fourth of July, Memorial Day, Labor Day, Veterans Day, and Thanksgiving. When a holiday falls on Sunday, the day designated by Federal proclamation shall be observed as the holiday.

SECTION VI - CALL TIME:

All workers shall report to the place called for work at the time called and they shall be paid from the time called until released, and shall be paid a minimum of four (4) hours for each call whether or not work is provided at the hourly guaranteed rate or their piece rate earnings whichever is higher. The call 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 or other causes beyond the control of Bud Antle, Inc. Any call may be rescinded by notification to employees before reporting for work.

SECTION VII - NO STRIKE - NO LOCKOUT

(a) The Union and Company agree that there shall be no lockouts, strikes, slow downs or economic action or any other interruption of work during the life of this Agreement. The

foregoing sentence shall not apply to any action with respect to a dispute which the Union has with the Company regarding employees of the Company not covered by this agreement.

(b) It shall not be a violation of this Agreement or cause for discharge where any employee refuses to cross a picket line in the performance of his duties when such picket line is sanctioned by Local 890, and the Joint Council of Teamsters and Western Conference of Teamsters and the International Teamsters Union.

SECTION VIII - DISPUTES AND GRIEVANCE:

Should any dispute or grievance arise as to the terms or interpretation or any provisions of this agreement that cannot be settled amicably between the Business Agent of the Union and Representative of the Company, such disputes shall be referred to an arbitration committee, consisting of one representative from the Company, one representative from the Union, and one third disinterested party selected by the Company and the Union. In the event the representative of the Company and the Union cannot agree upon who the third disinterested party shall be within ten (10) days, they shall call upon the Federal Mediation and Conciliation Service or State of California Mediation and Conciliation Service to appoint such third disinterested party. Decision of a majority of the arbitration committee of the three members shall be final and binding upon the parties of this agreement. Any expense incurred covering the disinterested third party shall be borne equally by the Company and the Union.

SECTION IX - WAGES, JOB CLASSIFICATION AND JOBS COVERED:

(a) Rates of pay, jobs covered, job definitions and descriptions are attached hereto as appendixes. Such appendix or appendixes shall be acknowledged by the signature of a representative of the Union.

(b) There shall be no reduction in present rates of pay or conditions which are in excess of those established under the terms of this agreement.

(c) In the event any new operation or classification shall be commenced by the Company in any of its operations, whether in field or packing shed, the Company shall notify the Union to negotiate the wage scale and working conditions for new operations. Such additional agreements, supplements and exhibits shall be made a part of here of and subject to all the same terms and conditions as are provided by the general provisions of this agreement. By the provisions of this paragraph, the Company does not relinquish any of its rights established by Section III above.

SECTION X - UNEMPLOYMENT INSURANCE AND WORKMEN'S COMPENSATION

The Company agrees at its expense to provide unemployment insurance to all workers covered by this Agreement under applicable State Acts, where available, or under Federal Legislation to the extent State Insurance programs are not available. The Company further agrees to provide at its expense Workman's Compensation Insurance whether or not required by law.

SECTION XI - HEALTH AND WELFARE:

~~All employees under this agreement shall be provided coverage with Bud Antle, Inc. Agriculture Health and Welfare plan.~~ The cost of such plan is to be paid by the Company.

The employee shall qualify for benefits after one (1) month of employment and in which at least eighty (80) hours during each succeeding month. The benefits provided by such plan shall be as set forth in Appendix E attached hereto.

SECTION XII - COLLECTIVE BARGAINING:

The Union agrees with the Company that insofar as any matters pertaining to this agreement which shall be submitted to the membership of the Union that only those workers employed by the Company and covered by this agreement shall have the right to determine whether or not to accept or reject modifications, extensions or consider other matters relating to this agreement. In other words, the Company shall deal solely with its own employees through the Union representative as provided by this agreement.

SECTION XIII - FUNERAL AND JURY LEAVE:

In the event of a death in the family (father, mother, wife, husband, brother, sister, son or daughter without exception), a regular employee shall be entitled to a maximum of 3 days off with pay at his or her regular hourly rate of pay to attend the funeral provided the attendance days fall within the regular scheduled work week. Employees shall be paid not more than eight (8) hours per day at their regular hourly rate of pay when on jury duty.

SECTION XIV - SENIORITY:

New employees shall work under the provisions of this Agreement as a probationary employee and shall be employed on a thirty (30) working day trial basis within a consecutive ninety (90) calendar day period with the Company, during which period he may be discharged without further recourse. After the thirty (30) day period, the employee shall be placed on the applicable seniority list of the Supplemental Agreement under which he is working. The Company shall maintain a separate seniority list for each Supplemental Agreement, and shall also maintain a Master Company Seniority List.

Seniority shall commence with the date of hire or commencement of the first date of employment within the ninety (90) calendar day period herein referred to. Upon attainment seniority, an employee shall be considered a regular employee. There shall be no responsibility for rehiring temporary employee. There shall be no responsibility for rehiring temporary employees if they are laid off prior to attaining seniority.

No employee may be allowed to maintain seniority on more than one seniority list. Should an employee bid a vacancy under a different Supplemental Agreement than he is working under, he shall have a sixty (60) day trial period. At the end of such sixty (60) day period, he shall be removed from the old Supplemental Seniority List and placed on the bottom of the seniority list of the Supplemental Agreement under which he bid the new job.

For purpose of fringe benefits, he will remain on the Company seniority list from the original date of hire and be paid

vacation pay and other benefits based on his original date of hire with the Company.

The Company shall post a current seniority list every three (3) months for each Supplemental Agreement and shall mail a copy of such lists to the Local Union. As to employees having seniority, those hired first shall be laid off last, due consideration being given to the ability of the employee being laid off and the remaining employees to perform the work available in a manner satisfactory to the Company. Any worker who travels with the Company from one area at the end of a season, to the area to start that season, will be assured to go to work first. Any questions regarding transportation or application of this Section of the Agreement shall be subject to the Grievance Provision Section 9 of the Master Agreement.

Seniority shall be broken for the following reasons:

1. Voluntary quitting.
2. Discharge for cause.
3. Failure to report for work under the terms of the seniority provisions.

All grievances relating to seniority shall be made in writing to the Company within ten (10) days, excluding Saturdays, Sundays, and Holidays. Failure to file a grievance in writing within the ten (10) day period shall waive the employee's rights to such grievance.

SECTION XV - LEAVES OF ABSENCE:

Leaves of absence may be granted by applying to and receiving approval from the Company. All written leaves of absence shall

be signed by the Company and employee, a copy will be retained by each.

1 to 3 days - Need not be in writing.

4 to 30 days - Must be in writing.

30 to 180 days - Must be in writing and a copy to the Union.

Union will have 10 days to object.

SECTION XVI - VACATIONS

An employee shall receive vacation pay by qualifying under either Plan A or Plan B, whichever provides the employee the higher vacation benefits;

PLAN A

(1) Upon completion of at least forty (40) weeks of service within the 52 week period beginning July 15, 1964, the employee shall receive a one (1) week vacation with pay equal to forty-eight (48) hours at his usual straight time rate of pay yearly.

(2) Upon completion of at least 120 weeks of service within the 156 week period beginning January 1, 1970, the employee shall receive a two (2) week vacation with pay equal to ninety-six (96) hours at his usual straight time rate of pay yearly.

PLAN B

(1) An employee who has completed 1500 hours of work during a calendar year shall receive a paid vacation amounting to two percent (2%) of the employee's gross Company earnings in the said year. After an employee has worked 3 years for the Company in which the employee has qualified for a vacation, and so long as his or her seniority is not thereafter broken, then said employee shall be entitled to a paid vacation amounting to four percent (4%) of

the said employee's gross company earnings in the preceding year.

(2) Vacations shall be taken at such time as will cause the least inconvenience to the Company. Each employee qualifying for a vacation shall receive one week's vacation for each two percent (2%) of gross company earnings received under the previous paragraph.

SECTION XVII - HEALTH AND SAFETY:

All applicable federal and state laws, rules and regulations concerning the health and safety of employees are herein incorporated.

SECTION XVIII - PENSION

Company shall contribute to the Western Conference of Teamsters Negotiated Pension Trust Fund fifteen cents (15¢) per hour for each and every hour worked or paid for each employee covered by this agreement commencing July 16, 1976 to July 15, 1979.

The Company agrees to pay any increases in the hourly contribution rate to maintain the present level of benefits provided by the Fund for the hourly rate described herein, as may be required by the Pension Reform Act of 1974.

SECTION XIX - REST PERIODS:

Rest periods shall be taken insofar as practical in the middle of each work period. Rest periods shall be provided at the rate of 15 minutes per four (4) hours work. A rest period shall be required for work shifts less than 3½ hours. Rest period time shall be counted as hours worked. Past rest period practices on

wrap lettuce machine harvest shall continue for the duration of this agreement.

SECTION XX - TRAVEL TIME:

Employees who work on harvest crews shall receive a travel allowance between areas per schedule below. Employees must be at work the first day that their crew starts in the new area (not necessarily with the same crew) or at the expiration of the travel time to qualify for the travel allowance below.

Salinas/Oxnard	\$21.00	3 days
Salinas/Huron	\$15.00	2 days
Salinas/Blythe	\$25.00	3 days
Salinas/Red Rock	\$35.00	4 days
Salinas/El Centro	\$21.00	3 days
Huron/Blythe	\$25.00	3 days
Huron/Red Rock	\$35.00	3 days
El Centro/Red Rock	\$21.00	2 days

SECTION XXI - COST OF LIVING:

All employees covered by this Agreement shall be covered by the provisions for a cost-of-living allowance, as set forth in this section.

The amount of the cost-of-living allowance shall be determined and redetermined as provided below on the basis of the "Consumer Price Index for Urban Wage Earners and Clerical Workers Labor Statistics, U.S. Department of Labor (1967 = 100)" and referred to herein as the "Index".

The first cost-of-living allowance shall be effective the first pay period beginning on or after July 15, 1977, based on the difference between the Index figure of April 1, 1976 and the Index figure for March 31, 1977. The second cost-of-living allowance

shall be effective the first pay period beginning on or after July 15, 1978, based on the difference between the Index figure of April 1, 1977 and the Index figure for March 31, 1978.

Adjustments in the cost-of-living allowance shall be made on the basis of changes in the Index as follows:

For increases in the CPI of more than 5% per year, wage rates will be increased by the following formula:

.3 point = \$.01

There will be a maximum of 10¢ added to wage rates per this formula.

SECITON XXII - DURATION OF AGREEMENT:

This Agreement shall be in full force and effect from July 16, 1976 and shall continue in full force and effect and shall be binding on the parties hereto through July 15, 1979. This Agreement shall automatically renew itself for a period of one (1) 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 of modification hereof.

General Teamsters, Warehousemen & Helpers Union, Local 890

BUD ANTLE, INC., a California Corporation

BY

Joe Charles

Date

8/17/76

BY

J. B. Buffington

Date

8/10/76

ADDENDUM TO LABOR AGREEMENT

THIS AGREEMENT, made and entered into as of Jan 31, 1977, ~~1976~~,
by and between Bud Antle Inc. (Field) (the "Employer") and General Teamsters
Union Local 890 (the "Local Union"),

WITNESSETH:

1. The parties hereto have entered into a collective bargaining agreement (the "Labor Agreement") effective as of July 16, 1976, and ending on July 15, 1979, which provides that the Employer shall make pension contributions to the Western Conference of Teamsters Pension Trust Fund (the "Fund") on behalf of employees covered by the Labor Agreement.

2. Because of the Employee Retirement Income Security Act of 1974 ("ERISA"), the parties understand that the Trustees of the Fund will amend the Western Conference of Teamsters Pension Plan (the "Plan") effective January 1, 1976, to provide, among other things, for a reduction in benefits for employees who retire under the Plan after December 31, 1975 ("Retiring Employees"); and to provide that if the parties to a collective bargaining agreement in effect on January 1, 1976, furnish written evidence to the Trustees of a binding and irrevocable agreement substantially in the form of this Agreement, Plan benefits of all employees covered under the Labor Agreement who retire (other than for disability) after December 31, 1975, will be restored, as of the effective date of their retirement, to (or if such written evidence is received by the Trust prior to January 1, 1976, such Plan benefits will not be reduced from) the level of benefits provided under the Plan in effect as of December 31, 1975.

3. The parties hereby agree that if they enter into a renewal, extension, modification or replacement of the Labor Agreement for a period which includes or follows January 1, 1979, they shall include a provision which requires the Employer to make contributions to the Fund after December 31, 1978, at a rate which is at least one hundred forty per cent (140%) of the highest pension contribution rate in effect under the Labor Agreement prior to January 1, 1979.

4. 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 as indicated above, this Agreement may not be modified, terminated or rescinded by the parties, directly or indirectly, without the express written consent of the Trustees.

FOR THE EMPLOYER
Bud Antle Inc.

By 

FOR THE UNION
General Teamsters Union Local 890

APPENDIX A

WRAPPED LETTUCE

1. MACHINE HARVEST - HAND WRAP OPERATIONS:

Job Classifications:

Cutter, Set-ups, Trimmers, Trimmer-Set-ups, Hand wrapper, Carton Filler, Container gluer-Sealer, Stacker-loader.

WAGE RATES

	<u>7/16/76</u>	<u>7/16/77</u>	<u>7/16/78</u>
Guaranteed Hourly Wage	3.50	3.75	4.00
Piece Rates per regular cartons	.70	.72	.74
Piece Rates per #404 cartons	.90	.92	.94

(a) Stand by time due to Machinery failure shall be paid at the guaranteed hourly rate of pay per hour.

(b) A \$.02 piece rate premium shall be paid when the crew is using a film other than Trycite or Stretch PVC if said film causes a slow down.

(c) Piece rates or the hourly rates paid shall be for the work performed daily, whichever is greater. Where the Company changes fields, the piece rate shall be calculated versus the hours by each field and the greater of the two shall be paid.

(d) When the Employee earns piece rate for the time covered the employee shall be paid that piece rate for the time worked and shall be paid for the remaining guaranteed work time at the hourly rate, provided such employee performs all work assigned by the employer.

Acknowledged and Accepted:
General Teamsters, Warehousemen,
and Helpers Union, Local 890

For the Union

For Bud Antle, Inc., a
California Corporation

BY John C. Hall
Date 8/17/76

BY J. B. Bullington
Date 8/16/76

APPENDIX B

NAKED LETTUCE HARVEST

1. LETTUCE HARVEST - GROUND PACK OPERATIONS:

Job Classifications:

Carton spreader, Cutter, Trimmer, Packers, Carton Sealers and Gluers, Water Sprayer, Lidders, Windrow stackers - Loaders.

WAGE RATES:

	7/16/76	7/16/77	7/16/78
Guaranteed Hourly Wage	3.50	3.75	4.00
Piece Rates per Carton	.63	.66	.69

Varying numbers of workers shall be assigned from among the crew to the specific tasks required for the field in which the work is done, as determined by the Company. The Company's standards are the highest in the industry and include the procedure of three (3) cutter-trimmers being used in conjunction with two (2) packers, packing humps and folded glued cartons are furnished and to be used at all times, or as directed by the Company.

(a) Piece rates or the hourly rates paid shall be for the work performed daily, whichever is greater. Where the Company changes fields, the piece rate shall be calculated versus the hours by each field and the greater of the two shall be paid.

(b) When the Employee earns piece rate for the time covered the employee shall be paid that piece rate for the time worked and shall be paid for the remaining guaranteed work time at the hourly rate, provided such employee performs all work assigned by the employer.

Acknowledged and Accepted:
General Teamsters, Warehousemen,
and Helpers Union Local 890

For the Union

By

Date

Joe Charles
8/17/76

For Bud Antle, Inc., a
California Corporation

By

Date

J. B. Buffington
8/10/76

APPENDIX C

CELERY FIELD HARVEST

1. CELERY FIELD HARVEST - GROUND PACK OPERATIONS:

Job Classifications:

Container-Spreader, Cutter, Trimmer, Packer, Container Sealer, Lidder, Gluer, Water Sprayer, Windrow-Stackers Loaders Labelers.

WAGE RATES

	<u>7/16/76</u>	<u>7/16/77</u>	<u>7/16/78</u>
Hourly Rates (guarantee)	3.50	3.75	4.00
Piece Rates			
Bud III Foam	.83	.86	.89
Bud III Sleeve	1.08	1.11	1.14
Bud IV Foam	.55	.57	.59
Bud IV Sleeve	.72	.74	.76
Wax Carton	.83	.86	.89
Wax Carton Sleeve	1.08	1.11	1.14
Hearts	.50	.52	.54

(a) Varying numbers of workers shall be assigned from among the crew to the specific tasks required for the field in which the work is done, as determined by the Company.

(b) Piece rates or the hourly rates paid shall be for the work performed daily, whichever is greater. Where the Company changes fields, the piece rate shall be calculated versus the hours by each field and the greater of the two shall be paid.

(c) When the Employee earns piece rate for the time covered the employee shall be paid rate for the time worked and shall be paid for the remaining guaranteed work time at the hourly rate, provided such employee performs all work assigned by the employer.

Acknowledge and Accepted:
General Teamsters, Warehousemen,
and Helpers Union Local 890

For the Union

For Bud Antle, Inc. a
California Corporation

By

Jose C. Garcia

By

J. B. Buffington

Date

8/17/76

Date

8/10/76

APPENDIX D

FARM LABOR AND MISCELLANEOUS HARVEST

ALL AREAS

Job Classification:

	Hourly Wages		
	7/16/76	7/16/77	7/16/78
Farm Maintenance	4.50	4.90	5.30
Tractor Drivers			
* Class I Operations	4.30	4.50	4.80
** Class II Operations	4.15	4.35	4.65
Transplant Machines	3.50	3.75	4.00
***Irrigate	3.55	3.80	4.05
Thin-Hoe, Miscellaneous	3.40	3.65	3.90

Acknowledged and Accepted:
General Teamsters, Warehousemen
and Helpers Union Local 890

For the Union

For Bud Antle, Inc., a
California Corporation

By

Joe Charles

By

M. Buffington

Date

8/17/76

Date

8/10/76

* Class I - Operations consisting of listing, precision planting, precision application of agriculture chemicals. Operator shall receive Class I rate of pay including all time worked in classification of lesser rates of pay if during that day he performs some Class I tractor work.

** Class II - Operations other than that listed under Class I, shall receive Class II rate of pay including all time worked in job classifications of lesser rates of pay if during that day he performs some Class II tractor work.

*** Irrigators do not receive overtime pay except on holidays. Sunday is not considered a holiday. Irrigator wage rates are \$.15 above the basic farm rates since overtime rates do not apply.

APPENDIX E

ARIZONA FARM LABOR AND MISCELLANEOUS HARVEST

ALL AREAS:

Job Classification:

Hourly Wages

	7/16/76	7/16/77	7/16/78
Farm Maintenance	4.50	4.90	5.30
Tractor Drivers			
* Class I Operations	4.30	4.50	4.80
** Class II Operations	4.15	4.35	4.65
Transplant Machines	3.50	3.75	4.00
***Irrigate	3.55	3.80	4.05
Thin-Hoe, Miscellaneous	3.40	3.65	3.90

Acknowledged and Accepted:
General Teamsters, Warehousemen
and Helpers Union Local 890

For the Union

By

Joe Charles

Date

8/17/76

For Bud Antle, Inc., a
California Corporation

By

J. C. Bullington

Date

8/10/76

Plan, landplane, listing, planter, large disc, header, herbicides + fungicides
* Class I - Operations consisting of listing, precision planting, precision application of agriculture chemicals. Operator shall receive Class I rate of pay including all time worked in classification of lesser rates of pay if during that day he performs some Class I tractor work.

Side dress, cultivate, bed shaper, spray chemicals, haul pipe, disc pic.
** Class II - Operations other than that listed under Class I, shall receive Class II rate of pay including all time worked in job classifications of lesser rates of pay if during that day he performs some Class II tractor work.

*** Irrigators do not receive overtime pay except on Sundays and Holidays. Irrigator wage rates are \$.15 above the basic farm rates since overtime rates after eight (8) hours do not apply.

APPENDIX F

BULK LETTUCE HARVEST-BINS

	7/16/76	7/16/77	7/16/78
Guaranteed Hourly Wage	\$3.50	3.75	4.00
Piece Rate - Per Bin	5.50	5.65	5.80

Acknowledged and Accepted:

General Teamsters, Warehousemen,
and Helpers Union Local 890

For the Union

Bud BUD ANTLE, INC., a
California Corporation

By

John D. Hadden

By

J. B. Buffington

Date

8/17/76

Date

8/10/76

APPENDIX G

SALAD VAN

Job Classification

Hourly Wage

	<u>7/16/76</u>	<u>7/16/77</u>	<u>7/16/78</u>
General Classifications	\$3.65	3.90	4.15
Quality Control Inspector	3.80	4.05	4.40

Acknowledged and Accepted:

General Teamsters, Warehousemen,
and Helpers Union Local 890

For the Union

By *Joe Charles*
Date *8/17/76*

For BUD ANTLE, INC., a
California Corporation

By *J. Buffington*
Date *8/10/76*

APPENDIX H

GREENHOUSES

Job Classification

Hourly Wage

	7/16/76	7/16/77	7/16/78
General Labor	\$3.40	3.65	3.90
Seeding Line and mechanical equipment	3.50	3.75	4.00

Acknowledged and Accepted:

General Teamsters, Warehousemen,
and Helpers Union Local 890

For the Union

BY *Joe Charles*

Date 8/17/76

For BUD ANTLE, INC., a
California Corporation

BY *J. Buffington*

Date 8/10/76

APPENDIX I

AGRICULTURE PRODUCTION WORKERS HEALTH AND WELFARE PLAN

SCHEDULE OF BENEFITS

Coverage A - Basic Program
(Insured persons under 65 years of age)

FUNERAL EXPENSE BENEFIT

Maximum payment - Employee only \$600.00

SPECIFIC LOSS INDEMNITY

Permanent total disability - Employee only 1,000.00
Loss of Life (accidental) - Employee only 1,000.00
Loss of Limbs and/or sight - Employee only 100.00 to \$1,000.00

MEDICAL EXPENSES

Treatment in Doctor's Office 8.00 each visit
Treatment in Hospital 8.00 each visit
Treatment in home 10.00 each visit
Maximum per accident or period of illness 350.00

SURGICAL BENEFITS

Paid in accordance with schedule of benefits, 1964 California Relative Value. Conversion factor applicable to schedule of surgical procedures. 5.00
Maximum payment during any disability. 500.00

HOSPITAL ROOM & BOARD BENEFIT

Daily hospital benefit
(Integrated with UCD) Semi-private
Number of Days per disability 40

MISCELLANEOUS HOSPITAL SERVICE EXPENSE

Maximum per disability 300.00

MISCELLANEOUS OUT-PATIENT HOSPITAL SERVICE EXPENSE

Maximum per disability 300.00

PRESCRIPTION EXPENSE

Current Maximum per disability 25.00
Effective September 1, 1977: 100%

DIAGNOSTIC LABORATORY X-RAY EXPENSE

Maximum per accident or period of illness 50.00

APPENDIX I

AGRICULTURE PRODUCTION WORKERS HEALTH AND WELFARE PLAN

PAGE 2

PREGNANCY BENEFITS

\$700.00

COVERAGE B - MAJOR MEDICAL

Insured persons under 65 years of age.
Payable when seriousness of accident
or illness requires medical and hospital
care beyond that provided elsewhere in
the policy.

Maximum per disability.

10,000.00

Deductible - \$750.00 per disability

Integrated with basic plan.

DENTAL BENEFITS (Effective September 1, 1976)

Paid 100% in accordance with the Schedule of Allowances
for Dental Procedures, American Dental Association
Value. (See Schedule attached)

VISION BENEFITS (Effective September 1, 1978)

Paid 100% in accordance with the Schedule of Allowances
for Vision Care, California Vision Services, Inc.
(See Schedule attached)

EFFECTIVE DATE OF INDIVIDUAL INSURANCE

When employee completes required hours specified in Section
XI of the attached Contract.

COVERAGE APPLIES TO

Regular employee, spouse of insured
employee, and the unmarried child or
children of the insured employee of
the spouse of the insured employee,
under nineteen years of age dependent
solely upon the insured employee for
support. Children over nineteen who
are attending an educational institution
and who are members of the insured
employee's household and are dependent
upon the insured employee, are also
classified as dependents.

COORDINATION OF BENEFITS

Applicable to both basic and major medial programs.

IN-HOSPITAL INDEMNITY BENEFITS

(applicable only for insured employees
65 years of age or over up to age 70,
and such employees' insured dependent
spouses 65 years of age or over up to
70.)

When hospital confined, per week: \$80.00 up to 52 weeks
any one period of
confinement.

This schedule of benefits is intended to describe the
policy provisions in a general manner. For details,
refer to the policy.

Acknowledged and Accepted:
General Teamsters, Warehousemen,
and Helpers Union Local 890

For the Union

By

Date

Joe Charles
8/16/76

For Bud Antle, Inc., a
California Corporation

By

Date

J. K. Bullington
8/16/76

bud and etc / signed 1976

SUPPLEMENTAL AGREEMENT

"A"

SHOP

This supplemental agreement covers all persons performing work falling within the classifications hereinafter set forth.

HOURS

All time worked in excess of eight (8) hours per day shall be paid at the overtime rate of one and one-half (1½) times the regular rate of pay.

WAGES AND CLASSIFICATION (attached sheet)

LUNCH HOUR

Employees shall be given one-half (1/2) hour in which to eat his lunch at approximately the middle of each eight (8) hours of work or as mutually agreed upon.

NIGHT SHIFT WAGE DIFFERENTIAL

All shop employees clocking in at or after 11:00 AM shall receive an additional 15¢ per hour over his classification rate pay for all hours worked up to eight (8) hours and 22½¢ per hour for all hours worked over eight (8) hours in any one day. All employees clocking in from 11:00 PM to 4:59 AM shall receive an additional 20¢ per hour over his classification rate pay for all hours worked up to eight (8) hours and 30¢ per hour for all hours worked over eight (8) hours in any one day.

CALL TIME

Any employee commencing work on any day shall be guaranteed

a minimum of five (5) hours of pay. In the event the men are ordered to report for work and on their arrival are not put to work, they shall be given two (2) hours pay.

Employees working a reasonable amount of time doing multiple jobs or relief work shall be paid in the highest bracket for the entire shift. For the purpose of applying this, two (2) hours shall be considered as being reasonable.

The employer shall have available a daily time card which the employee shall fill out in duplicate, showing the number of hours, both regular and overtime hours worked in each classification and signed by the employee and approved by the foremen or superintendent.

PROTECTION TO TOOLS

The Company agrees to provide areas for the employees to store their tools under lock and key. If said tools are stolen from the designated areas while under lock and key, the Company agrees to replace them. The designated areas will be specified in the Company's work rules.

The Company will repair or replace certain of employee's tools broken or worn out on the job; these certain tools are air tools, torque wrenches, and timing lights.

PERSONAL SAFETY EQUIPMENT

The Company shall furnish, at no cost, personal safety equipment including special uniforms, shoes, hats, hard hats, gloves, choice of ear plugs or ear muffs, etc. if required by Company rule or State or Federal requirements or regulations.

ACKNOWLEDGED AND ACCEPTED

General Teamsters, Warehousemen
and Helpers Union, Local 890

By *Joe Charles*
Date *8/17/76*

BUD ANTLE, INC., a
California Corporation

By *J. Bullington*
Date *8/18/76*

PROPOSED SHOP WAGE RATES

	<u>7-16-76</u>	<u>7-16-77</u>	<u>7-16-78</u>
Working Foreman	6.72	7.22	7.72
Journeyman	6.45	6.95	7.45
Apprentice	6.22	6.72	7.22
Mechanic Helper, Greaseman, Tireman, Gas-up, Yard Transfer Shuttle Driver	5.90	6.40	6.90
General Helper	5.62	6.12	6.62
Parts Department			
Working Foreman	6.25	6.75	7.25
Parts Clerk	5.75	6.25	6.75
Seasonal Parts Clerk	5.05	5.55	6.05
Inventory Clerk	4.55	5.05	5.55

Apprentice Review Board

An apprentice review board shall be established consisting of two (2) journeyman Union mechanics and two (2) Company supervisors to meet twice a year to review each apprentice for upgrading to journeyman status. The decision of a majority of the board members shall be binding on all parties. Should a majority decision not be reached, an impartial person (such as specified in the Grievance Procedure) shall be selected by the Company and the Union to cast the deciding vote.

SUPPLEMENTAL AGREEMENT

"B"

TRUCK DRIVERS

(a) The term "truck driver" shall include only those employees who engaged in driving equipment hauling produce between the fields and packinghouse, between the fields and vacuum cooler, and between the fields and railroad cars, including stitcher and gluer operators on trucks or trailers, drivers of all types of mechanical harvesting operations, and water wagons regularly used to supply water for vegetable packing machines.

(b) All drivers of other types of farm or harvesting equipment and trucks hauling between fields are specifically excluded.

(c) Where the Company hauls garlic or onions using the equipment and the drivers that are used for harvesting lettuce and celery, the rates provided in this contract shall be paid. All time worked in excess of eight (8) hours per day shall be paid for at the overtime rate.

(d) If the Company has work covered by this Agreement done by an independent contractor, it is the responsibility of the Company to see that such contractors conform with this Agreement. However, the Company shall not enlist the services of an independent contractor to perform bargaining unit work unless and until all regular employees and equipment are in the area where the work is available.

(e) All time worked in excess of eight (8) hours per day shall be paid for at the overtime rate.

(f) Wage Rates (attached)

Lettuce piece rates per carton hauled from the field to the cooling plant for precessing. Mileage to be figured one way to ascertain earnings. Earnings shall be computed on a daily basis.

The drivers shall be guaranteed not less than the straight and overtime rates of pay for each days work.

Celery piece rates per all containers regardless of size presently in use hauled from the field to the delivery point and packed celery hearts picked up at the packing shed and transferred to destination are included excepting any hauled by a "shuttle driver".

Celery hearts packed in the shed and "shuttled" from the shed to delivery point are not included in the piece rate if hauled as a "shuttle" operation. However, this shuttle driver shall receive the applicable hourly rate of this supplement.

Mileage to be figured one way to ascertain earnings. Earnings shall be computed on a daily basis.

(g) Any truck driver who has seniority as of the date of this Agreement and who, because of age or physical incapacity, is unable to drive and stitch shall not lose his seniority rights because of such incapacity.

(h) Employees who move during a shift from a piece rated job to an hourly rated job shall receive compensation computed at the rate applicable to each such job.

CALL TIME

All truck drivers shall be paid from the time called until released and shall be paid a minimum of two (2) hours for each

call where no work is provided, and a minimum of five (5) hours for each call if required to start work. This latter provision shall not apply if the Company is unable to give five (5) hours work because of rain, frost, government condemnation of crop, or other causes beyond the control of the Company.

At the end of each day the Company shall post the call time for the next workday. If the Company shall at that time be unable to give a starting time for the next workday, the Company shall notify all employees for whom it has a telephone number of the starting time at least two (2) hours before the actual starting time. The Company may require the employees to call the Company at a fixed time and place to determine starting time if the employee has no telephone.

Any call may be rescinded by the employer by notification to the employee prior to the time for reporting for work.

All employees shall be paid weekly.

WORK GUARANTEE ON REASSIGNMENT

The Company shall guarantee at least forty-eight (48) hours work within seven (7) days from and including the date the employee is directed to report for work on every move to a new area over 100 miles distance. During the seven (7) days, if no work is available for a driver, he may be asked to do other appropriate work. The driver may refuse, but then the guarantee shall be reduced by the number of hours refuse.

Safety Inspections

Wrap machines shall be inspected for safety twice a month.

Seniority

Drivers covered under this Supplemental Agreement who are on loan to Freshpak Systems, Inc. shall not lose the seniority under Section 23 of the Agricultural Support Workers Sub-Agreement.

ACKNOWLEDGED AND ACCEPTED

General Teamsters Warehousemen,
and Helpers Union, Local 890

BUD ANTLE, INC., a
California Corporation

By Joe Charles
Date 8/17/76

By W. Buffington
Date 8/10/76

July 15, 1978

WAGE RATES

	<u>7-16-76</u>	<u>7-16-77</u>	<u>7-16-78</u>
Truck Driver	6.12	6.62	7.12
Truck Driver pulling Trailer	6.62	7.12	7.62
Machine Driver - Stitcher	6.72	7.22	7.72

Lettuce Piece Rates:

0 - 10 miles	.03704	.04007	.04309
10 - 20 miles	.04131	.04468	.04806
20 - 30 miles	.04701	.05085	.05470
30 - 40 miles	.05271	.05701	.06132

Celery Piece Rates:

1 - 10 miles	.03846	.04161	.04474
10 - 20 miles	.04273	.04622	.04971
20 - 30 miles	.04843	.05239	.05634
30 - 40 miles	.05413	.05856	.06297

SUPPLEMENTAL AGREEMENT

"C"

LINE HAULING

This supplemental contract covers all persons performing work falling within the classifications hereinafter set forth.

HOLIDAYS

Holidays will be New Year's Day, Washington's Birthday, Memorial Day, Fourth of July, Labor Day, Armistice Day, Thanksgiving Day, and Christmas Day.

Overtime shall be paid for all holidays worked, Sundays not included based on one and one-half (1½) times the applicable mileage or hourly rate.

Employees not required to work on paid holidays (Labor Day, Thanksgiving Day, Christmas, January 1st, Memorial Day, and the 4th of July) shall receive eight (8) hours pay at the stand-by hourly rate of pay.

HOURLY RATES & MILEAGE RATES: (attached sheet)

LOADING AND UNLOADING TIME

Drivers load, ties down, unties and unloads or break downs as necessary. Drivers will receive help and assistance as in the past. Drivers must receive help when handling tarps in excess of 20 feet.

Effective July 16, 1976 all time other than driving time shall be compensated for at the rate of \$6.12 per hour. Effective July 16, 1977 the rate shall be increased to \$6.62 per hour and

effective July 16, 1978 the rate shall be increased to \$7.12 per hour.

All loading and unloading and or standby time (including time spent in waiting to load or unload either at destination or origin of loads) shall be compensated for, beginning from the time the driver is instructed to report for work until his trip actually starts and for all time spent at destination from time of arrivals until his departure.

At arrival at home terminals drivers will be compensated for all time from arrival until released from duty.

All time other than driving time as above described shall be paid for at the applicable hourly rates of pay provided for herein.

When the Company operations are centered in the Southern Area, Holtville, California shall be considered to be the home terminal. When the Company operations are centered in the Northern area, Salinas, California shall be considered to be the home terminal.

On single man operations such as permit type loads where drivers are required to lay over enroute, they shall receive \$5.00 per lay-over subsistence plus motel bills.

Break downs:

Upon reporting break downs to shop superintendent per instructions, drivers will be paid for the first eight (8) hours of each twenty-four (24) hours or fraction thereof plus their cost of motel if instructed to remain with their equipment at the applicable hourly rates of pay. If the drivers are instructed to return to their home terminal while the equipment is being repaired

they shall be furnished transportation or reimbursed for same plus round trip rate pay.

VACATIONS

(See also Section 25 of Master Agreement)

For drivers covered under this supplement, a week's vacation pay shall be considered 1/52 of his gross earnings from June 1 through May 31 of the year in question, or 48 hours at his applicable straight-time hourly rate, whichever is greater.

PERSONAL SAFETY EQUIPMENT

The Company shall furnish, at no cost, personal safety equipment including special uniforms, shoes, hats, hard hats, gloves, choice of ear plugs or ear muffs etc. if required by Company rule or State or Federal requirements or regulations.

ACKNOWLEDGED AND ACCEPTED

General Teamsters, Warehousemen
and Helpers Union, Local 890

BUD ANTLE, INC., a
California Corporation

By J. Charles
Date 8/17/76

By J. Bullington
Date 8/10/76

July 15, 1976

MILEAGE RATES

Using mileages from attached Mileage Chart, based on PUC mileages, the following rates apply per mile.

	<u>7-16-76</u>	<u>7-16-77</u>	<u>7-16-78</u>
Two Drivers (each)	11.3¢	12.2¢	13.1¢
One Driver	17.7¢	19.1¢	20.6¢
<u>PIGGYBACK SPOTTING</u>			
Hourly Rates	\$6.62	\$7.12	\$7.62

DIESEL TRIP MILEAGE CHART - ONE WAY

Salinas - Alameda	106	Watsonville - Alameda	94	Firebaugh - Alameda	147
Auburn	219	Auburn	210	Auburn	187
Bakersfield	214	Bakersfield	238	Bakersfield	154
Blythe	565	Blythe	589	Blythe	505
Colton	389	Colton	413	Colton	331
Salinas - El Centro	554	Watsonville - El Centro	578	Firebaugh - El Centro	494
Firebaugh	110	Firebaugh	105	Huron	59
Huron	136	Huron	160	Long Beach	300
Long Beach	355	Long Beach	379	Milpitas	137
Milpitas	81	Milpitas	60	Modesto	81
Salinas - Modesto	113	Watsonville - Modesto	108	Firebaugh - Oakland	147
Oakland	106	Oakland	94	Oxnard	275
Oxnard	287	Oxnard	311	Quincy	311
Quincy	339	Quincy	327	Red Rock	726
Red Rock	777	Red Rock	837	Sacramento	156
Salinas - Sacramento	188	Watsonville - Sacramento	178	Firebaugh - Salinas	110
San Diego	460	Salinas	24	San Diego	405
Santa Paula	291	San Diego	484	Santa Paula	269
Shingle Spgs	206	Santa Paula	315	Shingle Spgs	174
Stockton	141	Shingle Spgs	199	Stockton	112
Salinas - Torrance	342	Watsonville - Stockton	129	Firebaugh - Torrance	287
Watsonville	24	Torrance	366	Watsonville	105

Blythe - Alameda	641	El Centro - Alameda	630	Huron - Alameda	206
Auburn	663	Auburn	652	Auburn	235
Bakersfield	351	Bakersfield	340	Bakersfield	108
Colton	178	Blythe	107	Blythe	459
El Centro	107	Colton	167	Colton	283
Blythe - Firebaugh	505	El Centro - Firebaugh	620	Huron - El Centro	448
Huron	459	Huron	448	Firebaugh	59
Long Beach	245	Long Beach	234	Long Beach	249
Milpitas	631	Milpitas	620	Milpitas	196
Modesto	557	Modesto	546	Modesto	129
Blythe - Oakland	641	El Centro - Oakland	630	Huron - Oakland	206
Oxnard	301	Oxnard	290	Oxnard	218
Quincy	787	Quincy	776	Quincy	359
Red Rock	250	Red Rock	273	Red Rock	721
Sacramento	632	Sacramento	621	Sacramento	204
Blythe - Salinas	565	El Centro - Salinas	554	Huron - San Diego	354
San Diego	242	San Diego	136	Salinas	136
Santa Paula	305	Santa Paula	294	Santa Paula	213
Shingle Spgs	650	Shingle Spgs	639	Shingle Spgs	222
Stockton	588	Stockton	577	Stockton	160
Blythe - Torrance	238	El Centro - Torrance	227	Huron - Torrance	236
Watsonville	589	Watsonville	578	Watsonville	160

Colton - Red Rock 416

SUPPLEMENTAL AGREEMENT

"D"

GLUE MACHINE

This supplemental agreement covers all persons performing work falling within the classifications herein set forth.

HOURS

All time worked in excess of eight (8) hours per day shall be paid at the overtime rate of one and one-half (1½) times the regular of pay.

WAGES

Wage rate and Classifications:

	Effective 7-16-76	Effective 7-16-77	Effective 7-16-78
Working Foreman	\$5.90	\$6.40	\$6.90
Laborer	5.22	5.72	6.22

CALL TIME

Any employee commencing work on any day shall be guaranteed a minimum of five (5) hours of pay. In the event men are ordered to report for work and on their arrival are not put to work, they shall be given two (2) hours pay.

LUNCH BREAK

Employees shall be given one-half (½) hour in which to eat his lunch at approximately the middle of each eight (8) hours of work as mutually agreed upon.

TRAVEL PAY

One additional day between areas, without pay, may be granted.

NIGHT SHIFT DIFFERENTIALS

All glue department employees clocking in at or after 7:00 PM shall receive an additional 15¢ per hour over his classification rate pay for all hours worked up to eight (8) hours and 22½¢ per hour for all hours worked over eight (8) hours in any one day. All employees clocking in from 11:00 PM to 5:59 AM shall receive an additional 20¢ per hour over his classification rate pay for all hours worked up to eight (8) hours and 30¢ per hour for all hours worked over eight (8) hours in any one day.

ACKNOWLEDGED AND ACCEPTED:

General Teamsters, Warehousemen
and Helpers Union, Local 890

BUD ANTLE, INC., a
California Corporation

By Joe Charles
Date 8/17/76

By J. Bullington
Date 8/18/76

APPENDIX A

Health and Welfare

Plan 13 with additional benefits, including:

1. Doctor's office visits - from \$7 to \$12.
2. Life insurance - from \$3,000 to \$10,000.
3. Surgical (basic) per schedule unit - from \$8 to \$12.
4. Major Medical per schedule unit - from \$10 to \$12.
5. Dental - from 100% to 150% of schedule.