

AGREEMENT

BUD ANTLE, INC.

("Company")

Fresh Fruit and Vegetable Workers  
Locals 78-A and 78-B

United Food and Commercial Workers  
International Union

AFL-CIO

("Union")

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AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of May, 1983, by and between Bud Antle, Inc., its successors and assigns (hereinafter called the "Company"), and Fresh Fruit and Vegetable Workers Locals 78-A and 78-B, United Food and Commercial Workers International Union, A.F.L.-C.I.O. and C.L.C., its successors and assigns (hereinafter called the "Union").

ARTICLE I

Recognition

1.1 Independence of Negotiations. The Company and the Union agree that this contract is a separate contract between the parties hereto and that Bud Antle, Inc. is not a member of any multi-employer negotiating group. The parties hereto further agree that negotiations and interpretations in respect of this contract shall be independent from any multi- employer or industry-wide negotiation which the Union might undertake with other employers. The parties further agree that only employees of the Company may vote on this contract and matters relating hereto.

1.2 Scope of Union Recognition. Pursuant to certification under the California Agricultural Labor Relations Act, the Company recognizes the Union as the sole and exclusive bargaining agent for all its plant employees engaged in handling commodities at the following plants:

Marina, California;  
Oxnard celery loading dock,  
Oxnard, California;  
Holtville, California;  
Huron, California;  
Calipatria, California;  
Blythe, California;  
Poston, Arizona;  
Soledad, California;  
Santa Maria, California;

and such other plants as may be added by mutual consent.

There shall not be included and the terms of this contract do not extend to office clerical personnel or professional or supervisory employees as the same are defined and interpreted under the Labor-Management Relations Act, as amended.

1.3 Effect of Expansion of Operations. In the event any new operation or classification shall be installed by the Company in any of its said plants, the Company shall have the right to temporarily set the wage scale and working conditions but shall notify the Union of such new operation or classification, and within ten (10) days thereafter the Union and the Company shall agree upon the wage scale and working conditions.

## ARTICLE II

### Union Security

2.1 Arizona Operations. The provisions of this Article shall have no application to the operations of the Company, if any, in the State of Arizona, and are hereby deleted as to such operations so long as they are contrary to the law 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", and its implementing legislation, are unconstitutional and invalid and specifically reserves the right to

secure a judicial determination thereon. Should the Bill be repealed or held invalid by the Court of last resort, the provisions of this Section shall be eliminated and the provisions of the Article shall thereupon become effective as to operations in Arizona except as same may be modified or superseded by any Act of Congress or any lawful statute of the State of Arizona.

2.2 Employment of Non-Seniority Workers. In the employment of any non-seniority worker, the Company shall make all reasonable effort to offer permanent job openings to individuals who are experienced and qualified in the vacuum cooling industry. An individual shall be deemed to be experienced and qualified when he has acquired seniority in the classification under any valid collective bargaining agreement then in effect for two or more seasons and is capable of performing the work required. Such efforts shall include, but not be limited to the following:

A. The Company agrees to accept employment applications from experienced and qualified individuals. The Company may rely on a certification by the Union that an applicant is experienced and qualified when the applicant presents to the Company such certifications.

B. When a permanent opening, occurs, the Company shall post a notice of such opening on the bulletin board and such other places on the vacuum cooling plant where notices are customarily posted and will attempt to fill such openings in accordance with Article IV, Section 4.8.

C. When a permanent job is not filled by B above, the Company shall make all reasonable attempts to contact experienced and qualified persons for the permanent job openings from the applications received as provided in A above. Once a person has been contacted for a permanent job opening under this subsection and the person is not available, his name shall be removed from the file of applications.

D. The Company will call the Union office serving the area for an experienced and qualified worker if no such worker is available from its file of applications.

E. If the Company does not have current applications on file (those filed that season with the plant manager at the cooling facility in question), or if the Union cannot furnish experienced and qualified persons, the Company shall be free to secure persons from whatsoever source may be available.

F. If the Company hires a person who is not experienced and qualified, that person may be displaced by an experienced and qualified worker if such worker applies for the job within a period of ten working days from the date the new worker was hired.

G. The Union agrees to only refer persons from the "out of work" list who are experienced and qualified.

H. The Company will give written notice to the Union of the name, social security number and classification of any non-seniority worker hired within seven days of such hiring.

I. Job applicants who are denied employment in violation of this Article shall be considered "employees" under the grievance procedure.

J. The Company reserves the right to reject any applicant for just cause.

2.3 Union Membership. Employees shall become members of the Union within thirty (30) days of the date of their employment or within thirty (30) days of the execution of this Agreement, whichever shall occur later. Membership in good standing in the Union shall be a continuing condition of employment for all employees covered by this Agreement, subject to the provisions and limitations of the Labor-Management Relations Act.

2.4 Union Dues. In event any employee shall fail to tender periodic dues or initiation fees, the Union shall give notice in writing to the Company requesting the discharge of such employees. The Company shall notify the employee of the receipt of such letter, and if the employee shall not tender his dues or initiation fees within twenty-four (24) hours after service of notice on the employer, the employer shall be required to discharge the employee. Such discharged employee shall not be reemployed until the Company has been notified in writing by the Union that the discharged employee has become a member in good standing in the Union.

2.5 Employee Lists. The Company will, within fifteen (15) days after it commences operation in any season, give to the Union a list of all employees covered by this Agreement. The Company will, to the extent possible, give this first list to the Union without written request by the Union, but failure to do so shall not be considered a breach of the Agreement. Within ten (10) days after the start of each month thereafter, Company will, upon written request by the Union, give to the Union a list of all employees who are at that time covered by this Agreement. This provision will not apply in Arizona so long as the right to work law is in effect in that state.

2.6 Non-Discrimination. The Company agrees that it will not in any way discriminate against any employee because of his membership in any activity, on or in behalf of, or sympathy toward the Union herein. Neither the Union nor the Company will discriminate against an applicant or employee because of race, creed, color, sex, age, religious belief, national origin, mental or physical handicap, or Viet-Nam veteran status.

2.7 Check-Off of Union Dues. When executed voluntarily by an employee, the Company shall honor wage assignments authorizing the withholding by the Company from such employee's pay of the regular initiation fees and periodic dues paid by a member of the Union. The Company will make out a check

covering the total amount of dues and initiation fees deducted, together with a list of employees from whom the dues and initiation fees were deducted, and the amount deducted from each employee. The Union will be responsible for all refunds to an employee. Under no circumstances should the Company return any money deducted under a signed authorization to an employee. The Company should not make any deductions of any kind without the foregoing signed authorization by the employee.

#### ARTICLE III

##### Resolutions of Disputes and Problems

3.1 Union Access to Company Property. The Company agrees to admit to its plants covered by the Agreement at any reasonable time any authorized Union representative for the purpose of conducting Union business, provided, however, there shall be no interference or interruption of working operations. The Union representative shall notify the foreman or superintendent of his presence on the job before conducting any Union business.

3.2 Shop Stewards. On each plant there shall be selected by the Union not more than three (3) shop stewards, except that where separate crews are employed (day and night crews), there shall be not more than three (3) shop stewards for each crew, one of whom shall be designated as the Chief Steward. The shop stewards so selected shall represent the employees on the plant as provided in the grievance procedure. The Chief Shop Steward, or another shop steward in his absence, shall handle all matters directly with the Company representative. The Union shall notify the Company in writing of the identity of the shop stewards and any changes thereof.

3.3 Plant Meetings. To facilitate communication between the employees and the plant manager, meetings may be held, as needed, when a plant is operating, between the chief shop steward at that plant and the plant manager or managers for

that plant. Such meetings are NOT intended as a substitute for the grievance procedure set forth below.

3.4 Grievance Procedure. Whenever any dispute or grievance shall arise between the Union and the Company or an employee and the Company which cannot be settled informally between the aggrieved party and the plant manager, it shall be adjusted as follows:

A. Step One. The matter shall be reduced to writing and signed by the employee or Union representative and shall include the following:

(1) A complete statement of the grievance and the facts upon which it is based;

(2) The remedy or correction which it is desired the Company make; and

(3) The section or sections of this Agreement, if any, relied upon or claimed to have been violated.

This written grievance shall then be presented by the shop steward or business agent of the Union to the plant manager, and if the plant manager and the shop steward or business agent cannot settle the matter, the Company shall, within forty-eight (48) hours after demand by the business agent, furnish the Union with a written answer which shall include the following:

(1) A complete statement of the Company's position and the facts upon which it is based; and

(2) The remedy or correction offered, if any.

B. Step Two. If it is decided to appeal the grievance to Step Two, the business agent shall, within three (3) days after receipt of the Company's answer, send a notice of appeal in writing to the plant manager, which notice shall include the following:

(1) A brief statement of the reasons for appeal;

(2) Any additional facts in support of the original statement;

(3) A statement of the remedy or correction requested from the Company; and

(4) The section or sections of this Agreement, if any, relied upon or claimed to have been violated.

After such notice of appeal, the Union and the Company shall arrange a conference, at which conference either party may offer and present evidence of the grievance and during which conference a bona fide effort in good faith will be made by both of the parties to settle the grievance. Either party will have the right to demand that said conference be held within five (5) days of the notice of appeal.

C. Other provisions relating to grievances are:

(1) The Company may submit a grievance in writing directly to the Union and the same will be heard at a conference between the Union and the Company in accordance with the provisions of Step Two set forth above.

(2) This provision shall not limit the right of any employee to present a grievance individually as provided under the Labor-Management Relations Act, provided, however, the Union shall have the right to have its representatives present at such hearing and shall be notified of any such hearing.

(3) Any of the periods within which any of the acts required in this Article are to be performed may be extended by written mutual consent of the Union and the Company.

(4) If any employee is discharged, he shall be given the opportunity to present his grievance to his shop steward before leaving Company property.

(5) Any grievance relating to discharge or to seniority shall be presented in writing within five (5) days (excluding Saturday and Sunday) after the discharge or the denial of seniority status, or such grievance shall be deemed to be waived. Any other grievance shall be presented in writing within thirty (30) days after the alleged grievance occurred, or such grievance shall be deemed to be waived.

(6) The Company agrees that the authorized Union representative designated in this Agreement shall not be hindered, coerced, restricted, or interfered with in the performance of his duties of investigating, presenting, and adjusting grievances as provided for in this Article.

### 3.5 Arbitration Procedures.

A. Any dispute which has not been adjusted under the Grievance Procedure and which arises under the terms and conditions of this Agreement may be submitted to arbitration. The Company and the Union shall attempt by mutual agreement to appoint an arbitrator. In event the parties cannot agree on an impartial arbitrator, then either party may request a panel of arbitrators to be submitted by the Federal Mediation and Conciliation Service, and an arbitrator shall be selected from such panel by the process of each party alternately eliminating one of the suggested names until there remains only one name on the panel.

B. At the outset of the arbitration hearing the party appealing to arbitration shall furnish the arbiter with copies of all documents relating to the grievance. The arbiter and the parties shall then determine the issue to be arbitrated from the documents so offered and the arbiter shall confine his decision to the issue or

issues agreed upon. If the parties cannot agree on the issue, the arbiter shall determine the issue from the documents submitted.

C. Either party may call such witnesses as are necessary and the arbiter shall proceed to hear the matter and render a written opinion, which shall be final and binding upon the parties hereto.

D. Costs of arbitration shall be borne equally by the parties.

#### ARTICLE IV

##### Seniority

4.1 By Plant and Job Classification. Seniority shall be acquired only in each plant and shall apply to the job classification in which the employee is employed.

4.2 How Obtained and Computed. Seniority shall be obtained on each plant after thirty (30) days of continuous employment or after working fifty-one percent (51%) of plant working days within the season, whichever is less. The amount of seniority shall be determined by the accumulation of time worked at such plant from the time employed by the Company in the classification worked. In case two (2) or more employees have identical seniority in any classification, then seniority as between those employees shall be measured by the length of time they have worked for the Company.

Employees (1) who are employed by the Company at a plant covered hereby on the execution of this Agreement or who were employed by the Company at such plant the last time it was in operation, (2) who were in the employ of the Company at such plant on November 1, 1954, or as soon thereafter as such plant was operated by the Company, and have since not been discharged or have not voluntarily left the Company's employment, and

(3) who had been working in the subject plant the last time it was in operation immediately prior to the date referred to in (2) above, shall be deemed to have commenced employment with the Company with equal seniority at such plant.

4.3 Voluntary Inter-Classification Transfers. Where an employee transfers to another classification in a plant, he shall obtain seniority status in the new classification in the manner heretofore provided. He shall retain seniority status in his former classification provided he is capable of performing his former job. The seniority on the former classification may be exercised in the event he is laid off of the job to which he has transferred and (1) the lay-off is by reason of lack of seniority or elimination of the job to which he has transferred, and (2) not more than two (2) years has elapsed since his last service in his former classification. An employee cannot retain seniority in more than one (1) former classification.

4.4 Involuntary Inter-Classification Transfers (Bumping). In the event that an individual's classification of work is permanently eliminated or such individual is unable to continue fulfilling the duties of his classification, he shall have the right in accordance with his plant seniority to fill any job not held by a person with two (2) or more years seniority, providing he is capable of performing the work in that classification. Once an individual has exercised his right to such a change, he shall lose whatever seniority he held in his former classification.

4.5 Expansion or Relocation of Facilities. Whenever the Company opens an additional vacuum cooling plant or relocates an existing vacuum cooling plant within a growing district, the Union and the Company will meet to resolve any seniority issue resulting therefrom. For purposes of this Section, the term location as applied in the seniority section shall be interpreted to include a growing district.

4.6 Notice of Work Commencement. To protect his seniority, an employee shall furnish the employer with his proper mailing address. The employer, by certified mail, shall, approximately ten (10) days prior to the start of the annual season, notify the Union and each employee of the approximate starting date thereof at the address provided. Thereafter, it shall be the duty of each employee to keep himself informed of the actual starting date of his employment and to report on the date set therefor. The notice shall be given to him at least twenty-four (24) hours prior thereto by posting on the Company bulletin board or personnel roster board. The employee shall report and be available for work at such time unless he has obtained a written authorization from the Company extending the time for reporting or is authorized to report late under Section 4.7. Notification of the approximate date of starting operations shall not constitute a call under paragraph 13.2 hereof.

4.7 Procedure for Late Reporting for Work. Any seniority employee who has obtained prior permission to report for work after commencement of operations at a plant as provided in Section 4.6 shall report for work on the date authorized for late reporting. Failure to so report shall waive the employee's right to late report for work as herein provided. Nothing in this section or Section 4.6 shall be interpreted to deprive an employee of his seniority because he arrives later than the date for reporting if he arrives within either of the following:

A. Ten (10) days from the date the plant commenced operation; or

B. Five (5) days from the date the individual's seniority entitled him to commence work; or

C. Employees not working for the Company in an overlapping area must report in accordance with paragraph A and B above. Where the Company operates more than one vacuum cooling plant

with overlapping seasonal operations, an employee having seniority on more than one vacuum cooling plant shall not lose his seniority in either so long as he works at the vacuum cooler to which he is assigned by the Company.

Any seniority employee who desires to exercise his right to report for work after commencement of operations at a plant as provided in this section shall notify the Company prior to its commencement of operations. Failure to so notify the Company shall waive the employee's right to late report for work as herein provided.

4.8 Hirings and Lay-Offs. As to employees having seniority as heretofore provided, hiring and lay-offs of such employees shall be on the basis of length of seniority in their classification.

Employees applying for job openings in the plant shall be entitled to such job openings on the basis of plant seniority provided they are capable of performing the work in a manner satisfactory to the employer; and provided, however, that such employees shall have the rights provided in Sections 3.4 and 3.5 hereof dealing with grievances and arbitration.

Seniority employees who request to be laid off when the Company is reducing the work force shall be entitled to be laid off, providing it is mutually agreeable among all the seniority employees then working within the classification at that location.

4.9 Seniority Lists. The Company shall within thirty (30) days following the close of each season post a seniority list on the bulletin board and mail a copy to the Union.

4.10 Loss of Seniority. Whatever seniority an employee has is lost if he:

A. Is discharged for just cause;

B. Voluntarily leaves the employment of the Company without written leave of absence; or

C. Fails to report in a timely fashion as required under this Article.

4.11 Blythe and Poston Seniority. The plants in Blythe and Poston will be operated for seniority purposes as if they were a single plant. The Company will determine the work location for each employee on a daily basis. Consistent with the efficient operation of the plants, the Company shall assign senior employees to work on the plant of their choosing, provided the employee notifies the plant manager the previous day. Transfers between the two plant sites may be initiated by an employee only under the following circumstances:

A. An employee successfully bids on a job opening in a different classification at the other plant site; or

B. A classification being performed by a senior employee at one site is being laid off, either temporarily or permanently, and such work continues to be performed by a less senior employee at the other site; or

C. A vacancy of five or more days is anticipated or occurs at one site and an employee within the same classification requests a transfer.

#### ARTICLE V

##### Leaves of Absence

5.1 Duration of Leaves Authorized. 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.

5.2 Procedure for Leaves. Leaves of absence not in excess of eight (8) days may be either in writing or oral at the option of the Company. All leaves of absence in excess of eight (8) days must be in writing on the forms furnished by the Company and signed by the shop steward or other Union representative, a plant manager (or cooler operations manager, if no plant manager is available), and the employee requesting such leave, in triplicate: one copy for the employee, one for the Union, and one for the Company.

5.3 Limitations on Leave. Leaves of absence shall not be granted for employees to work elsewhere or to venture into business.

5.4 Sick Leave. 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.

5.5 Leaves for Union Business. An employee's appointment or election to conduct Union Business shall be deemed good and sufficient reason for obtaining a leave of absence. Such employee 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 plant unless authorized by the Company.

5.6 Effect of Leaves on Seniority. Seniority shall accumulate during leaves of absence and upon his return within the period of the authorized leave of absence the employee shall be reinstated without loss of seniority and at the existing scale of wage.

5.7 Military Leave. Employees who have been in the armed forces shall be entitled to return to their former positions or a position of like seniority, status, and pay. Seniority shall be subject and subordinate to the provisions of Section

308 of the Selective Service and Training Act. Application for such reemployment shall be made within six (6) months of discharge or within such longer period as good cause may warrant. In all other respects such reemployment shall be subject and subordinate to and in accordance with Section 308 referred to above.

#### ARTICLE VI

##### Economic Sanctions

6.1 No Strikes. The Union agrees that during the life of this Agreement, there will be no strike, slowdowns, or other interruptions of work.

6.2 No Lock-Outs. The Company agrees that there will be no lockout during the life of this Agreement.

6.3 Exclusive Remedies for Disputes and Grievances. It is understood that all disputes and grievances hereunder shall be settled under the grievance procedures and arbitration provisions set forth herein.

6.4 Remedies in Event of Strike or Lock-Out. Section 6.3 notwithstanding, a strike or lock-out during the term of this Agreement shall be deemed a breach thereof and either party may seek such legal relief as may be available to it without first invoking the grievance or arbitration procedure herein set forth.

#### ARTICLE VII

##### Rights of Management

7.1 Direct Work Force. The Company shall have the right to direct the work force, and to direct the accomplishment of any work on the plant.

7.2 Company Rules and Regulations. The Company has the right to establish such reasonable Company rules and/or reasonable regulations as it deems necessary provided that such rules are not inconsistent with this Agreement. Employees shall comply with such rules and agree to work for the Company in the capacity retained.

7.3 Discharge of Employees for Cause; Exceptions. The Company shall have the right to discharge or refuse to rehire any employee for just cause. An employee's refusal to cross or work behind a legitimate, bona fide primary picket line sanctioned by the United Food and Commercial Workers International Union, AFL-CIO and CLC, and such appropriate joint labor council as may have authority for approval of economic strikes from time to time, if any, shall not constitute just cause for discharge under this section. For purposes of interpreting "primary" as employed in this section, the Company's Vacuum Cooling and Mixed Loading Dock operations shall be considered a separate entity from the Company's other operations.

#### ARTICLE VIII

##### Safety

8.1 Compliance with Governmental Laws and Regulations. The Company shall abide by any and all federal, state, or local laws or regulations relative to sanitation and health in the maintenance and operation of its plants. The Company will provide and maintain the equipment and work facilities in a safe and workable condition. Failure to comply with any such law, ordinance or regulation shall not be deemed a breach of this contract until the same has been called to the attention of the Company and such breach has not been remedied within a reasonable time thereafter.

8.2 Hazardous or Unsafe Conditions. No employee shall be required to work where hazardous or unsafe conditions prevail.

8.3 Safety Responsibility. Safety is a major concern of the Company and the Union. Hazardous or unsafe conditions will be called to the attention of the plant manager for handling.

#### ARTICLE IX

##### Working Conditions

9.1 Time Clocks. There shall be a timepiece placed in a conspicuous place on each plant.

9.2 Bulletin Boards. The Company shall make available for the Union's use a bulletin board on each plant. Said bulletin board shall be used by the Union exclusively for the purpose of posting notices of official Union business.

9.3 Accounting for Wages Earned. The Company shall provide each employee with a written memorandum each week indicating the computation of such employee's compensation. A time card providing such information may be used for this purpose.

9.4 Limitation on Work Performed by Others. The foreman, office personnel, or the superintendent shall not perform any work normally done by the crew except in cases of emergency.

9.5 Special Equipment. Employees whose work is such that it has been the custom that the use of special equipment is necessary shall be furnished with such equipment free of charge, and it shall be returned to the Company at the termination of employment in good condition, reasonable wear and tear excepted. Jackets for employees who are required by the Company to work substantially full time in the cold room for storage of produce and rain gear are included and gloves and aprons are excluded under this section.

9.6 Work Standards. The Union shall hold its members to satisfactory work to the limit of reasonable possibility.

9.7 Meal Periods. All employees except loaders and dispatcher trainees, who work four and one-half (4-1/2) hours will, at the Company's option:

A. Receive one (1) hour's pay at the straight time hourly rate in lieu of a meal period; or

B. Will be allowed a meal period of up to one (1) hour with pay at the straight time hourly rate.

Any employee in classifications which may be added after the effective date of this Agreement, shall not receive pay in lieu of meal periods or paid meal periods.

9.8 Election Day Schedule. In order to provide two (2) consecutive hours for employees to vote on state and federal election days, the Company on such days shall call its crew at 9:00 a.m., or any time thereafter, or shall release its crew between the hours of 5:00 and 7:00 p.m.

9.9 Temporary Job Functions - Wage Scales Governing.

A. Any employees who may engage in moving operations shall be paid at the wage for their regular classification of work.

B. Any employees temporarily transferred from their regular job classification to a job classification at a lower rate shall continue to receive their regular hourly rate of pay unless such temporary transfer is made at the request of or for the convenience of the employee.

C. Any employees who work at more than one hourly rate during the work day shall assume the higher rate for the whole day when more than two (2) hours are worked at the higher rate.

D. During periods of low volume, the Company may call a basic crew to perform all job functions required. A basic crew shall consist of an operator, a forklift operator, a dispatcher, and a forklift loader. Senior employees within those classifications of work combined shall be assigned positions on the basic crew if they are capable of performing the functions required. When cooling salad plant bins only fewer employees may be called. The plant piece-rate paid to non-loaders shall be subject to the following premiums whenever a basic crew is utilized: one and a half cents (1-1/2¢) effective 4-1-83.

9.10 Limitation on Set-Off Men's Duties. The set-off men shall not be required to stack pallets over three (3) high, except when a mechanical conveyor is used in connection therewith.

9.11 Notice of Change of Employment Records. The Company shall not change a time card, manifest sheet, or other record of employment without reasonable notice to the employee.

9.12 Crew Makeup. There shall be an equal number of set-off men and loaders on a hand loading crew, not to exceed two (2) loaders and two (2) set-off men per loading belt, except by mutual agreement between the Company and such employees to the contrary. When the loading crew is established for the day the number thereof shall not be changed on such day except by mutual agreement between the Company and such employees.

9.13 Procedure for Late Trucks and Night Loading.

A. The Company will when practical offer a regular loader who has not worked that day the opportunity to load all late trucks whenever the amount to be loaded exceeds four hundred (400) cartons per shift.

B. The night person, or any other person within the bargaining unit, may load up to four hundred (400) cartons per shift or any larger amount when no loader is available.

C. The straight time piece-rate to be paid to the night person or such other bargaining unit employee who performs the work shall be the applicable piece-rate per hundred for loaders.

D. Whenever a last loader is released with less than eight hours worked and 6,000 cartons loaded, the provisions of Section 13.5 shall apply if subsequent loading is performed during what would have been said loader's eight hour shift.

9.14 Forklift Loading.

A. Each forklift loader shall work individually and shall be paid \$3.75 per 100 cartons loaded.

B. The duties of forklift loaders shall include the following:

1. Operate forklift to pick up product from designated locations and load unitized or palletized containers into common carriers.

2. Maintain the manifests of loads.

3. Hand load and restack cartons incidental to the forklift loading function.

4. Remove pallets from the immediate loading area where applicable.

5. Perform such other duties that are incidental to the efficient loading of the product.

C. It is understood that the job duties set forth in B above shall not be unreasonably applied by the Company or the employees. Additional personnel assigned by the Company to assist on the

loading dock shall be paid the Floor Help rate. The Company shall not be required to provide supplemental employees on the dock unless unusual conditions substantially increase the work of the forklift loaders. An increase in the number of cartons loaded per shift shall not be considered an unusual condition.

D. The Company shall make every reasonable effort to relieve each forklift loader after 6,000 cartons are loaded in a shift, provided the Company can secure and schedule an adequate replacement.

E. Whenever 6,000 cartons have been loaded by a forklift loader in eight hours or less, all guarantees of standby time and call time shall be considered to have been satisfied.

F. Whenever 5700 cartons are loaded by a forklift loader who is released with less than eight hours worked, the Company will make pension contributions based on eight hours.

G. The Company will pay at the rate of \$9.945 effective April 1, 1983, \$10.445 effective April 1, 1984, \$10.945 effective April 1, 1985 per hour to each loader for any standby period of one (1) hour or more. In addition, the first one (1) hour is not retroactive towards standby calculation and increments of one quarter (1/4) hour will be totaled at end of eight hour shift for purposes of determining standby.

H. If a forklift loader is required to pick up product from a location other than the facility in which he normally works and then to return said product to the original dock, the Company and the Union will meet in accordance with the provisions of Section 1.3.

I. Employees hired prior to April 15, 1974, who are not offered work for three (3) consecutive working days may exercise their seniority to displace the least senior employee working in any classification at the facility

commencing on the fourth working day, providing they are qualified to perform the work required. Employees may not use this provision to "bump" individuals on the plant who themselves commenced work prior to April 15, 1974. It is further understood that maintenance is excluded.

J. As to the loading of bulk bins, which are not designated for salad plant, loading shall be performed by a fork loader. Rates are as follows:

Ten (10) cartons per bin equivalent  
(plastic)  
Twenty (20) cartons per bin equivalent  
(fiber).

K. It is understood that in the event during the term of this contract, containers are approved and adopted in general usage which vary substantially in weight and size from those now in use, the parties will meet to consider such changes in piece rate scale as the circumstances warrant.

## ARTICLE X

### Vacations

#### 10.1 Salinas - Watsonville Area.

A. A seniority employee who works not less than seventy percent (70%) of the total number of days of production (days on which vacuum cooling of lettuce is performed), computed as set forth in Section 10.3A below, during the full processing year at a plant location shall be eligible to receive a full vacation payment equal to forty (40) times the straight time hourly or standby rate of pay for an employee qualifying for his first vacation payment at a plant location and eighty (80) times the straight time hourly or standby rate for an employee who thereafter qualifies for a vacation payment at the same plant location.

B. A seniority employee who works less than seventy percent (70%) of the total number of days of production (days on which vacuum cooling of lettuce is performed), computed as set forth in Section 10.3A below, during the full processing year at a plant location shall be eligible to receive a prorated vacation payment based on the percentage that the number of days worked by the employee bears to the total number of days of production, computed as set forth in Section 10.3B below (that is, the resultant percentage of forty (40) times his straight time hourly or standby rate of pay for an employee qualifying for his first vacation at a plant location and eighty (80) times his straight time hourly rate of pay for an employee who thereafter qualifies for a vacation payment at the same plant location).

10.2 All Other Areas. A seniority employee shall be eligible to receive a prorated vacation payment based on the percentage that the number of days worked by the employee, computed as set forth in Section 10.3B below, bears to one hundred twenty (120) days (that is, the resultant percentage of forty (40) times his straight time hourly or standby rate of pay for an employee qualifying for his first vacation payment at a plant location and eighty (80) times his straight time hourly or standby rate of pay for an employee who thereafter qualifies for a vacation payment at the same plant location).

#### 10.3 Rules Governing Computations of Earned Vacation.

A. In computing the percentage of total days of production worked for the purpose of qualification under Section 10.1A, the days of production to be taken into account for both employee and the Company shall not exceed five (5) in any work week.

B. For the purpose of determining the amount of vacation pay after qualification for a vacation, all days of work of an employee shall be counted under Section 10.1B and 10.2, and under

Section 10.1B all actual days of production on which vacuum cooling of lettuce is performed shall be counted.

C. A vacation qualified seniority employee who has been or shall be discharged or who has or shall voluntarily terminate his employment shall be entitled to the pro rata share of his vacation based on the number of days actually worked related to one hundred thirty (130) days for all areas, except in the Salinas-Watsonville area the pro rata vacation will be based on the number of days actually worked in the current year related to the period worked in the previous year.

D. Seniority employees who have a loss of time worked due to illness shall be entitled to a full vacation less the number of days absent due to such illness related to the period worked in the last season or to 130 days, whichever is applicable to his area of employment.

10.4 Pay in Lieu of Vacation. In the event scheduling of such vacation cannot be mutually agreed upon, the Company shall pay at the end of the production season a bonus to the employee, in lieu of vacation pay, equal to the amount earned as vacation pay.

10.5 Vacation Payment. Employees who qualify for a full vacation will be paid by check along with the last pay check when laid off for the season. Employees who qualify for a prorated vacation will be paid by check within fourteen (14) working days of termination of work by the Company for the season.

## ARTICLE XI

### Life, Health and Welfare Insurance

11.1 Company Maintained Programs. The Company agrees to maintain a life, health and welfare insurance program during the term of this contract, providing benefits, terms, and conditions as follows:

A. Increase RVS conversion factor under basic medical benefit to \$15.00 with the balance of reasonable and customary to be covered under Major Medical benefits.

B. Increase RVS conversion factor to \$15.00 for anesthetics under basic medical benefit with the balance of reasonable and customary to be covered under major medical benefits.

C. 90% of reasonable and customary charges for preventative and restorative dental care.

D. Increase the life insurance benefit to \$25,000; accidental death to \$50,000.00.

E. Increase the waiver of premium on disability to six months.

F. Such increases in benefits to be effective April 1, 1983, or as soon thereafter as is possible. All benefits to be coordinated.

G. Increase Intensive Care to 100% - 70-day limitation.

H. Increase laboratory and x-ray \$450.00.

I. Increase Orthodontia \$1,600.00.

11.2 Eligibility. An employee is eligible if he has worked fifty (50) hours for the Company in the preceding month. Seniority employees will be insured on the first day of the month after date of employment and thereafter for thirty (30) days following the last month in which they work.

11.3 Employee Maintenance of Insurance at End of Season. After termination of employment for a season, the employee may pay his own insurance premiums at the group rate for a period not to exceed eleven (11) consecutive months. The first payment of premium by the employee must be made 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 employer, in which case the first payment of premium by the employee must be made by the tenth (10th) day of the next consecutive month. Thereafter each payment must be made consecutively by the tenth (10th) day of the month provided the employer is not obligated to pay insurance for that month.

11.4 Employee Maintenance of Insurance on Retirement. Any employee who retires from the vacuum cooling industry and was covered under the terms and conditions of this Agreement who is not self-employed or employed by any other person, firm, corporation, or company and who is receiving retirement benefits from the Western Growers Pension Plan shall be entitled during the life of this agreement to pay his own insurance premiums at the then current group rate. The Company shall have no responsibility for the payment of any such premiums.

#### 11.5 Medical and Dental Claims Review Board

A. The parties, in an effort to expedite the processing of medical and dental benefit claims by employees, shall continue with the "Medical and Dental Claims Review Board", hereinafter referred to as the "Board", consisting of two (2) appointees from the Company and two (2) appointees from the Union. It shall be the duty of the Board to meet and confer on a regular basis of not less than once a month to resolve disputes arising from employees' allegations that their medical and dental claims are not being attended to in an expeditious manner.

B. The Board shall attempt to resolve the following types of disputes should they arise:

1. Coverage
2. Timely payment of claims
3. Payment of disputed bills
4. Procedural problems--e.g., simplifying claims forms, etc.
5. Authorization for dental work
6. Other related miscellaneous matters.

C. The Board's decision shall be binding on all parties and shall constitute an arbitrator's award. Further, the Board shall have all powers of an arbitrator as defined in the California Code of Civil Procedure. The Board may in appropriate cases award the claimant, if it rules in his favor, all or a portion of costs incurred by him as the result of the denial or untimely payment of the claim.

D. It is understood that all disputes and grievances hereunder shall be settled under the grievance procedures and arbitration provisions set forth herein.

## ARTICLE XII

### Pension Benefits

12.1 Company Maintained Program. The Company shall maintain in effect during the term of this Agreement the Western Growers Pension Plan with benefits now in effect or a plan which is in every way comparable, and shall make the required payments provided, however, said pension plan shall be amended to provide the following benefits:

A. Commencing April 1, 1985, benefits shall be increased from Forty Dollars (\$40.00) to Forty five Dollars (\$45.00) per month for each year of credited service.

B. A death benefit prior to eligibility for early retirement payable to a spouse with a value equal to the greater of one half of the actuarial value of the accrued pension or 30% of accumulated contributions; provided that if there is no surviving spouse, minor children, if any, shall be entitled to a death benefit with a value equal to 30% of accumulated contributions.

12.2 Early Retirement for Employees Displaced by Mechanization. An employee who has maintained his seniority for at least three years with the

Company and where the Company certifies that such employee's employment has been eliminated by reason of a change in operations due to mechanization, shall be entitled to an adjustment in the normal retirement age of sixty-five (65) as follows:

A. No adjustment shall be made unless the employee involved had work available to him in the year for which certification was issued or in any subsequent year equal to fifty percent (50%) or less of the average number of hours worked in the industry by said employee during the three (3) calendar years prior to the year of certification.

B. No adjustment shall be made unless the employee has ten years of vested service in the WGA Pension Trust at the time certification is issued.

C. No adjustment shall be made unless the employee has five thousand (5,000) future service hours in the WGA Pension Trust at the time certification is issued.

D. Where an employee meets the requirements of paragraphs A, B and C above, the employee's normal retirement age of sixty-five (65) shall be reduced one month for each one hundred fifty (150) hours of future benefit service in the WGA Pension Trust as of the time the certification is issued.

E. The foregoing notwithstanding, an employee qualifying under paragraph D above shall have his reduction in normal retirement age date reduced one year for each year in which he accrues future service hours subsequent to the date his certificate is issued equal to seventy-five percent (75%) or more of the hours worked in the industry by said employee during the three (3) calendar years prior to the year of certification.

F. If an employee is receiving early retirement benefits under these provisions, he will lose one (1) month of pension payment for each month he works after the commencement of benefit payments.

G. In any event, the employee's normal retirement age shall not be reduced before age fifty-five (55) by reason of this Article.

H. The actuary will determine the required payment per hour per eligible employee necessary to fund the Pension Plan with benefits as modified above. The amount so determined shall be paid on all hours worked for the Company by employees covered by this Agreement. The foregoing notwithstanding, the cost to the Company shall not exceed eight cents (\$.08) per hour for the balance of this Agreement for these early retirement benefits, and benefits shall be reduced proportionately if these cost maximums cannot be met.

#### ARTICLE XIII

##### Hours and Overtime

13.1 Normal Work Day and Week. All work in excess of eight (8) hours in any day or forty (40) straight time hours in any work week shall be paid at the overtime rate. The overtime rate shall be one and one-half (1-1/2) times the straight time hourly rate. All hours worked on Sunday shall be paid at the overtime rate.

##### 13.2 Minimum Daily Guarantees.

A. Any employee who is ordered to report to work (a "call") and there is less than four (4) hours work available for him upon reporting to work, shall be guaranteed four (4) hours pay, except that in the event of weather conditions or major breakdowns beyond the control of the Company, then not more than two (2) hours pay shall be guaranteed (such guaranteed time is hereinafter sometimes referred to as "call time").

B. Where employees are paid on piece-rate, and less than the required call time is furnished, the employees shall be paid for the period worked and the remainder of the required call time shall be paid at the hourly rate.

13.3 Standby Time for Hand Loaders. Hand Loaders shall be paid at their hourly rate for standby after fifteen (15) continuous minutes of standby. There shall not be more than one (1) such standby period without pay in any one shift. Any standby period of less than one-half (1/2) hour which concluded a shift shall be fully paid for. If the standby period is one-half (1/2) hour or more, the first fifteen (15) minutes shall be the free standby period.

13.4 Split Shifts. There will be no split shift. However, in the event of a plant breakdown, workers may be called back provided the over-time rate is paid after 6:00 p.m. or after eight (8) hours, whichever comes first.

13.5 Right to Eight (8) Hours Work. Seniority or regular employees shall not be relieved until such employees have worked at least eight (8) hours in the shift, unless agreed to the contrary between the Company and the employees.

13.6 Scheduling. The Company shall determine work schedules and assign days off, on a rotating basis, where applicable. All employees, except loaders, who have not been paid for forty-four (44) hours in a work week shall be allowed to exercise seniority in order to obtain sixth day work if work in their classifications is available. This provision shall also apply to work performed on Sunday by all employees. Employees will be scheduled in accordance with their classification seniority.

#### ARTICLE XIV

##### Holidays

14.1 Holiday Pay. Regular and seniority employees for the Company shall be allowed eight (8) hours straight time hourly rate of pay for Christmas Day, New Year's Day, Memorial Day, July 4th, Labor Day and Thanksgiving, when no work is performed.

When work is performed on such day, said holiday pay is in addition to any other pay provided in this section. To qualify for such paid holidays, a seniority employee must work on his last regularly scheduled work day before the holiday, on his next regularly scheduled work day after the holiday, and this must be within five (5) days before the holiday and five (5) days after the holiday. A regular employee for purposes of this Article is one who has worked five (5) consecutive working days before the holiday.

#### 14.2 Pay for Work Performed on Holidays.

A. In the event a holiday falls within the work week, then not more than thirty-two (32) hours shall be worked at straight time.

B. All work done on January 1, February 12, Washington's Birthday (3rd Monday in February), Memorial Day (last Monday in May), July 4, Labor Day, Thanksgiving Day, Veteran's Day (4th Monday in October), and December 25, or such other day as may be proclaimed a holiday in its stead (or if any such day shall fall on Sunday, the following Monday, if Monday is observed as a holiday) shall be paid at a time and one-half straight time rate of pay.

#### ARTICLE XV

##### Funeral Leave

A seniority employee shall be granted, upon request, a funeral leave for a period of up to three (3) days to arrange for or attend the funeral of such employee's spouse, children, mother, father, brother, sister, mother-in-law, or father-in-law, grandparents or grandchildren. The Company agrees to pay the employee's straight time hourly rate for any time lost during any of the days up to a maximum of eight (8) hours for each such day. Any hours paid under this provision shall not be considered as hours worked for any other provision of this Agreement, except as provided in Section 13.6 above.

#### ARTICLE XVI

##### Jury Duty

Seniority employees shall be granted a leave of absence for a period not to exceed three (3) days to serve on a jury. When an employee is first notified of a call for jury duty, he shall immediately inform the Company, in writing, of such notification. The Company agrees to pay the employee's straight-time hourly rate for any scheduled time lost during any of the days the employee serves on a jury, less any amount received from the County for jury duty service. Jury duty leave is for scheduled days of work only and is limited to the time necessary to complete jury duty obligations, except where reporting for duty or return to duty at the plant would provide work of two (2) hours or less.

#### ARTICLE XVII

##### Reporting Time

The Company shall post each night the work time or time when employees should phone in the next day to be given their work time, which shall not be sooner than one hour after the phone-in time. A half hour shall be provided for phone-in time. When an employee phones in as requested, if the Company is unable to designate his work time, the employee may at his option and without prejudice notify the Company he does not wish to work that day. If the employee so notifies the Company, the Company is under no obligation to provide him work that day and may hire a replacement for that day only.

#### ARTICLE XVIII

##### Wages

The wages to be paid in the plant or plants covered by this Agreement shall be set forth in Exhibit 1 attached hereto.

ARTICLE XIX

Document Contains Entire Agreement

This document contains the entire Agreement of the parties and neither party has made any representations to the other which are not contained herein.

ARTICLE XX

Duration of Agreement

A. This Agreement shall become effective April 1, 1983, and shall remain in effect until March 31, 1986. It shall be deemed renewed thereafter from year to year unless either party hereto gives written notice to the other party hereto of its desire to amend, modify, or terminate the same, which notice shall be served not earlier than seventy-five (75) days nor later than sixty (60) days prior to said expiration date, in which event negotiations shall begin within fifteen (15) days from date of notice.

B. Notice served under this Section shall be in writing and be accompanied by the proposals of the notifying party.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on this 22 day of June, 1983.

BUD ANTLE, INC.

FRESH FRUIT AND  
VEGETABLE WORKERS  
LOCAL 78-A,  
affiliated with  
AFL-CIO

By R.V. Igleheart

By Don Mayfield

By Ed Maples

By E.F. Hurlston

FRESH FRUIT AND  
VEGETABLE WORKERS  
LOCAL 78-B, affiliated  
with AFL-CIO

By Danny Urbano

By Michael Lyons

EXHIBIT 1

<u>Classification</u>	<u>Hourly Rates of Pay</u>		
	<u>4/1/83</u>	<u>4/1/84</u>	<u>4/1/85</u>
Numbers Runner	\$ 9.135	9.635	10.135
Strapper	9.035	9.535	10.035
Stacker	9.035	9.535	10.035
Forklift and Bug Driver	9.035	9.535	10.035
5-Pallet Forklift Driver	9.585	10.085	10.585
10-Pallet Receiver/ Forklift Driver	9.935	10.435	10.935
Floor Help	8.885	9.385	9.885
Dock Help	9.135	9.635	10.135
Operator	10.080	10.580	11.080
Dispatcher	9.385	9.885	10.385
Ice-Machine Operator	10.080	10.580	11.080
*Top-Icer	8.885	9.385	9.885
*Night Person	13.035	13.535	14.035
*Dispatcher Trainee	8.885	9.385	9.885
*Forklift Loader	9.945	10.445	10.945

<u>Classification</u>	<u>Hourly Rates of Pay</u>		
	<u>4-1-83</u>	<u>4-1-84</u>	<u>4-1-85</u>
General Mechanic Journeyman	13.285	13.785	14.285
Mechanic	13.980	14.480	14.980
Mechanic Working Foreman	14.230	14.730	15.230

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	<u>No Persons Dividing Piece-Rate</u>	<u>Handloading Piece-Rates (In \$1/Hundred Cartons) Loaded or Unloaded</u>
Hand Stacks/ Unloads	1	
Loaders	2	INDUSTRY RATES
Set-Offs	2	
Push-Back	1	
PREMIUMS for Loaders	2	
Super PREMIUMS for Loaders	2	

	<u>Piece-Rate (In \$1/Hundred Cartons Received)</u>		
	<u>4-1-83</u>	<u>4-1-84</u>	<u>4-1-85</u>
Plant Piece-Rate	\$3.00	\$3.00	\$3.00

Note 1:

\* Does not participate in plant piece rate.

The Company will pay a plant piece-rate as listed on Exhibit 1 for each carton received. All employees, except those performing hand or forklift loading, dispatcher trainees, night persons, maintenance personnel, and other employees assigned to work on the plant whose duties are not related to production, shall, in addition to their hourly rate for time worked, be paid a pro rata share of the plant piece-rate listed in Exhibit 1 on the basis of individual hours worked. The Company will post the previous day's production figures showing total number of eligible employees, total hours worked, and total cartons received in a 24-hour period running from 6:00 A.M. to 6:00 A.M.

Any new employee hired into a classification which is eligible for the plant piece-rate shall be paid at the hourly rate of pay, and shall be excluded from the plant piece-rate until he meets one of the following requirements:

(1) attains seniority in accordance with Section 4.2; or,

(2) presents certification from the Union that he is experienced and qualified per the definition in Section 2.2.

Each eligible employee's share of the plant piece-rate for each hour worked shall be calculated as follows:

(A) The applicable piece-rate per carton shall be multiplied by the total number of cartons received in the 24-hour period referred to above. For the purpose of computing the plant piece-rate, bulk bins received at the cooler loading dock shall be converted by a formula of ten (10) cartons per bin.

(B) The total dollars from (A) above shall then be divided by total hours worked by eligible employees.

(C) The hourly piece-rate arrived at in (B) above shall be paid to each eligible employee for each individual hour worked. A premium of one cent (1¢) per carton shall be paid on each carton received, cooled, stored in the cold room, and shipped to another facility for loading.

(D) Overtime as set forth in Section 13.1 shall be paid at time and one half the hourly piece-rate as described above.

Any night person called upon to either hand or forklift load will record time worked as a loader and cartons loaded and will receive compensation as a hand or forklift loader as applicable. When loading, the night person shall not receive his regular hourly rate.

\*\*Note 2: See Section 9.14 for detailed forklift loading provisions.

\*\*\*Note 3: Dispatcher Trainees shall be in such classification for up to seventy-five (75) working days unless a longer period is mutually agreed to between the Company and the Union. At the end of the trainee period, the Company will either then employ the trainee as a full dispatcher or attempt to place the employee in another classification.

Note 4: Any employee who is required by the Company to go in and out of a cold room for storage of produce shall receive \$.20 per hour in addition to the hourly wage for forklift provided herein for all hours worked in the day such work is performed. Any employee who is required by the Company to work substantially full time in cold room for storage of produce shall receive \$.40 per hour in addition to the hourly wage for forklift provided herein for all hours worked in the day such work is performed.

Note 5: The standby rates for hand loading crews are each individual's piece-rate multiplied by 900.

Note 6: For handloading Jumbo, Wax and Cabbage cartons there shall be a 10¢/100 carton premium over the above piece-rate for each man in the crew. For Army load patterns, including air load patterns, the piece-rate shall be one hundred fifty percent (150%) of the scheduled rate.

Note 7: The Company will provide a "set up man" to set up railroad cars and trucks and to assist on the cooler dock. Such set-up man will remain in the loading dock area when loading is being performed.

Note 8: Flat pack cartons of lettuce will be loaded at the Company's discretion at least seven (7) flat, or four (4) on edge and one (1) flat in

all carriers. Flat pack cartons of lettuce will be loaded higher than seven (7) flat or four (4) on edge and one (1) flat in any carrier by mutual agreement between the Company and the employees who load such higher loads. The schedule of regular premiums and super premiums for such loads is specified in the following table:

Note 9: Time and one-quarter (1-1/4) for all eight (8) high set-off loads.

Schedule of Regular Premiums (RP) and Super Premiums (SP)	
Vehicle Description	<u>Cartons Per Tier</u>
Trucks - Flat Pack and Imperials	26 through 30 RP 31 and over SP
Trucks - Jumbo's (225)	22 through 25 RP 26 and over SP
Trucks - Regular Wrap (224)	Over 40 RP No SP
Rail Cars 450000 - Flat Pack and Imperials	31 through 36 RP 37 and over SP
Rail Cars 450000 - Jumbo's (225)	25 through 30 RP 31 and over SP
Rail Cars 450000 - Regular Wrap (224)	Over 1325 RP No SP
Rail Cars 300000 - Flat Pack and Imperials	31 through 36 RP 37 and over SP
Rail Cars 300000 - Jumbo's (225)	25 through 30 RP 31 and over SP

Rail Cars 300000 - Regular  
Wrap (224)

Over 1100 RP  
No SP

IT IS UNDERSTOOD that in the event during the term of this contract, containers are approved and adopted in general usage which vary substantially in weight and size from those now in use, the parties will meet to consider such changes in piece rate scale as the circumstances warrant.