

1975-1978

**CALIFORNIA AGRICULTURE
MASTER AGREEMENT**

EMPLOYERS' NEGOTIATING COMMITTEE

AND

WESTERN CONFERENCE OF TEAMSTERS

Affiliated With The

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS OF AMERICA

PREAMBLE

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

ARTICLE I - PARTIES

This agreement is between the Employers' Negotiating Committee acting for and on behalf of those certain companies named in Appendix "A" attached hereto, each of which has given their authorization to the Committee to represent them in the negotiating of this agreement and supplement or addenda thereto, and individual companies who may hereafter become signatory to this agreement, supplement and addenda, and who give their authorization to the Committee to represent them, hereafter collectively referred to as the "Employer", and the Western Conference of Teamsters, and those local unions affiliated therewith which are now or which may hereafter be made a party to this agreement, as set forth in Appendix "B" attached hereto, hereinafter referred to as the "Union".

The term Company as used in this agreement shall refer to those certain companies named in Appendix "A" attached hereto and individual companies who may hereafter become signatory thereto and give authorization to the Employers' Negotiating Committee to represent them.

ARTICLE II - SCOPE OF AGREEMENT

This agreement shall cover all field agricultural employees of the Company in California working in all row crops, including any employee who at any time works in row crops and all other agricultural employees of the Company in California as defined by the ALRA, Section 1140.4(b) in contiguous geographical areas to such row crops. Agricultural employees not covered by the above sentence shall be covered by Article V -- Non-Organized Units. Also included are agricultural employees employed by a Company that would under federal precedent be considered the alter ego or the joint employers of the Company.

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

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

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

Any employees covered by the NLRA who are now or hereafter become organized shall be covered by this agreement but included in a separate bargaining unit composed exclusively of such employees.

ARTICLE III - SINGLE BARGAINING UNIT

The employees covered by this agreement shall constitute one bargaining unit. It is understood that the printing of this agreement and addenda thereto in separate form is for convenience only and is not intended to create separate bargaining units. This agreement has resulted from joint collective bargaining negotiations as to common problems and interests. Accordingly, the Employer and the Companies acknowledge that it and they are part of a multi-employer collective bargaining unit and the Union hereby accepts such unit.

Any Company may withdraw from the multi-employer collective bargaining unit by giving written notice of intention to withdraw to the Union and the Employer. Such notice must be given ninety (90) days prior to the expiration of this agreement or at the first meeting between the Employer and the Union for renegotiation of this agreement, whichever occurs first. The Union agrees to notify each Company of its request for negotiations for a new agreement or modification of this agreement pursuant to Article XLIV of this agreement entitled "Term of Agreement". This notice is for informational purposes only.

ARTICLE IV - ASSIGNMENT

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

shall be recognized as the representative of the employees covered by this agreement and parties thereto.

ARTICLE V - NON-ORGANIZED UNITS

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

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

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

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

If the Company makes such demand in a timely manner, the parties agree that the Union shall submit proof of its majority

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

ARTICLE VI - UNION SECURITY

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

B. The Company shall furnish employees, at the time of hire, membership applications and dues check-off authorization forms as provided by the Union. The Company shall also advise new

employees that it is a condition of their employment that they must become and thereafter remain members in good standing in the Union within five (5) calendar days after the date on which they are hired. An employee who fails to become a member of the Union or whose membership in the Union is terminated shall be discharged and shall not be re-employed until the Union notifies the Company in writing of the employee's good-standing status.

C. Within ten (10) days after the start of each month and during the Company's operating season, the Company will give the Union a list of all employees and their social security number who are at that time covered by this agreement, or, in the alternative, at the start of the season the Company may deliver to the Union a complete list of employees and their social security numbers and monthly thereafter, a list of employees and their social security numbers added to or deleted from the complete list previously delivered to the Union.

D. Upon written authorization by the employee, the Company shall deduct Union dues and/or initiation fees from the first check of the employee during each month of employment and forward the same to the office of the Union prior to the tenth (10th) day of the succeeding month.

E. The Company shall notify the Union of the name of persons in the Company for the purpose of administering this agreement.

F. The provisions of Section VI, (A) and (B) of this Agreement shall have no application to the operations of the Company, if any, in the states of Arizona, Nevada, Utah, and Wyoming, and the whole of said Section is hereby deleted for the operations in these states. The Union asserts that these provisions of state law

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 these laws be repealed or held invalid by the court of last resort, the provisions of (A) and (B) of Section VI of this agreement shall thereupon become effective as to operations in these states, except as same may be modified or superceded by any act of congress.

G. Should the provisions contained in (A) or (D) above, of this Section VI, become unlawful, then the parties agree to modify said provisions so as to provide the maximum union security and checkoff allowed by law.

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

ARTICLE VII - SENIORITY

In the event an employee works for the Company at least thirty (30) days within the preceding ninety (90) calendar days he shall acquire seniority on the thirtieth (30th) day of work with the Company retroactive to the original date of hire. Seniority shall prevail in layoffs, recall, and filling of job vacancies; provided however, the employee is able to do the work. The Company shall have the right to determine any employee's ability to do the work, regardless of seniority, but such determination shall not be exercised arbitrarily. In all cases the senior employee shall have a reasonable time to demonstrate his ability to do the work satisfactorily. In the event such employee is unable to satisfactorily

do the work, the employee shall return to his prior job classification. While there is no job classification seniority, the Company agrees not to change an employee's job classification arbitrarily.

Seniority shall be broken for the following reasons:

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

(2) Discharge for cause.

The applications of this section shall be subject to the grievance and arbitration procedure of this agreement.

Each ninety (90) days beginning with the date of the execution of this agreement, the Company shall provide the Union with a current seniority list showing the name of each employee, his original date of hire and his social security number.

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

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

Company's present operation or to prevent the Company from securing labor to meet emergencies which may arise from time to time during the term of this agreement.

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

ARTICLE VIII - HEALTH AND SAFETY

The Union and the Company are concerned with the health of the employees and the working conditions provided for such employees. Therefore, the Company expressly agrees to strictly abide by and strictly comply with all applicable federal and state laws, rules and regulations promulgated for the health and safety of employees. Upon notification by the Union of any alleged violation of this section by any Company signatory to this agreement, the Company involved or its designated representative shall immediately meet with the Union to discuss the matter to mutual resolution of the alleged violation. This article shall include but not be limited to the use of machinery, vehicles, and dangerous chemicals and sprays, and any provision of food, drinking water, housing and sanitary facilities.

A representative of the employees who accompanies an authorized inspector under the Federal Occupational Safety and Health Act, or State Acts in conformity with the Federal Act, during a physical inspection of a work place covered by this agreement shall receive his regular rate of pay for the time devoted to accompanying the inspector during the physical inspection. An employee's regular rate of pay shall be the hourly rate, when paid on an hourly basis, or the crew average piece rate earnings on the day of the inspection

one year, which shall be extended yearly thereafter on request; provided the employee shall be continuously conducting Union business. Not more than three employees shall be given leaves of absence under this section from any one Company, unless authorized by the Company.

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

ARTICLE X - CALL TIME

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

ARTICLE X(A) - STAND-BY TIME

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

when the employee is paid on a piece rate basis.

No employee shall be required to work in any operation which is imminently hazardous to his health or safety. An employee who has notified his employer of the existence of such a condition shall not be discharged because he has refused to work in such conditions. Discharges arising as a result of an application of this provision shall be subject to the grievance procedure.

ARTICLE IX - LEAVE OF ABSENCE

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

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

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

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

Any employee's appointment or election to conduct union business shall be deemed good and sufficient reason for obtaining a leave of absence. Such employee shall be given, upon written notice from the Union to the Company, a leave of absence not to exceed

ARTICLE XI - REST PERIODS

Rest periods shall be taken insofar as practical in the middle of each work period. Rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes per four (4) hours work or major fraction thereof. A rest period shall not be required for employees whose total daily work time is less than 3 1/2 hours. Rest period time shall be counted as hours worked.

ARTICLE XII - MAINTENANCE OF STANDARDS

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

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

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

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

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

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

ARTICLE XIII - PROTECTION OF RIGHTS

It shall not be a violation of this agreement and it shall not be cause for discharge or disciplinary action by the Company in the event an employee refuses to go through a Teamster union lawful primary picket line, sanctioned by the appropriate joint council of the Teamsters Union and the Western Conference of Teamsters, against another Company. Each individual employee shall have the right to make his free choice to cross or not to cross any sanctioned picket line as defined above.

ARTICLE XIV - DISCRIMINATION

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

ARTICLE XV - VISITATIONS

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

ARTICLE XVI - RIGHTS OF MANAGEMENT

All the functions, rights, powers and authority which the Company has not specifically modified by this agreement are recognized

by the Union as being retained by the Company, including but not limited to the exclusive right to direct the work force, the means and accomplishment of any work, the determination of size of crews or the number of employees and their classifications in any operation, the right to decide the nature of equipment, machinery, methods or process used, introduce new equipment, machinery, method or process, and to change or discontinue existing equipment, machinery, methods or processes.

ARTICLE XVII - NO STRIKE NO LOCKOUT

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

ARTICLE XVIII - LABOR CONTRACTORS

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

ARTICLE XIX - PRESERVATION OF WORK

It is the intent of the parties that bargaining unit work shall be performed by or for the Company under the terms of this

agreement. The parties acknowledge that the nature of agriculture is such that subcontracting bargaining unit work may be necessary or proper under certain circumstances. However, said subcontracting shall not be done in subversion of this agreement. The action of individual Companies in performing particular work within the bargaining unit shall not be considered in determining the bargaining unit work of any other Company.

ARTICLE XX - NEW OPERATIONS

In the event any new or experimental operations, commodity, container, or classification shall be installed by the Company, the Company shall have the right to temporarily set the wage scale or working conditions but shall notify the Union of such action and within fifteen (15) days thereafter the Union, the Company and the Employers' Negotiating Committee, or representatives thereof, shall agree upon a wage scale and working conditions. In the event such wage scale and working conditions cannot be agreed upon mutually by the Company, the Union and the Employers' Negotiating Committee, the same shall be submitted to the grievance and arbitration procedure for determination. Any wages agreed upon shall be effective from the installation of such new or experimental operations, commodity, container, or classification.

ARTICLE XXI - UNION LABEL

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

Title to the Union Label shall remain in the Union and the

International Brotherhood of Teamsters and shall be subject to revocation by them, upon reasonable notice, in their sole discretion.

In the event that the Union or the International Brotherhood of Teamsters demands the return of such label, the Company agrees that the same shall be returned forthwith, or agrees that in the event any such label cannot be so returned, then on demand by the Union or the International Brotherhood of Teamsters, such label shall be completely obliterated.

ARTICLE XXII - DUES AND INITIATION FEES

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

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

The geographical jurisdiction of each Local Union which is party to this Agreement is set forth in Appendix "B". This

geographical jurisdiction shall not be changed to affect Company reports under this agreement except with three (3) months written notice to the Company and the Employers' Negotiating Committee.

ARTICLE XXIII - RECORDS

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

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

ARTICLE XXIV - WORK RULES

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

ARTICLE XXV - DISCHARGE AND WARNING NOTICE

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

Warning notices must be issued within seventy-two (72) hours after the occurrence of the violation or discovery thereof claimed by the Company in such warning notice. Such warning notice shall

be given to the employee in writing and a copy mailed to the Union at the time of issuance.

Any warning notice shall be considered to be automatically protested.

A warning notice shall remain in effect for a period of one (1) year from date of issuance only.

ARTICLE XXVI - BULLETIN BOARDS

The Company shall provide bulletin boards at suitable and conspicuous locations on the premises upon which the Union may post notices.

ARTICLE XXVII - GRIEVANCE AND ARBITRATION PROCEDURE

A. Should any dispute arise as to the meaning or interpretation of any provisions of this agreement or supplements thereto, the parties hereto agree to resolve such disputes in the following manner:

Step One

If the parties are unable to amicably resolve a dispute, the complaining party or a representative shall reduce said dispute to writing. The aggrieved party shall present the grievance to the other party within thirty (30) calendar days from the date of occurrence of the grievance or the discovery thereof or the grievance shall be deemed waived. Grievances on discharge shall be filed within ten (10) calendar days from the date of discharge or shall be deemed waived.

Step Two

If settlement is not reached under Step One, the party receiving the written grievance shall notify the other in writing as to its position on the grievance, within one week of the date of

receipt of the grievance, or the parties shall immediately proceed to Step Three. In any event, the party receiving the grievance must respond in writing within thirty (30) calendar days or that party will be deemed to have waived any objections to the merit of the grievance.

Step Three

If the foregoing fails to produce settlement, the parties shall meet within one week for the purpose of selecting a mutually satisfactory arbitrator to hear and determine the dispute. If the parties cannot agree upon the selection of an arbitrator, then the arbitrator for the specific grievance in question shall be selected from a list of thirteen names which have previously been requested by the employer and the Union for the geographic area within which the grievance arose. The Union and the Company shall select an arbitrator through the process of elimination by striking alternately one name from the applicable list. The party that requested arbitration shall strike the first name. The name remaining after each party struck six shall be the person designated as the arbitrator for the matter, provided the person is available for a hearing within forty-five days.

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

B. Upon execution of this agreement and annually thereafter if requested by either party a panel of arbitrators shall be requested from the Federal Mediation and Conciliation Service for use in determining arbitrators as described above. One panel of arbitrators shall be requested for Northern California; one panel of arbitrators shall be requested for Southern California; and one panel of arbitrators shall be requested for Arizona. Upon the request of either party, additional lists of arbitrators shall be requested for other geographical jurisdictions.

C. Compliance Arbitration. After Step One has been completed, the following procedures shall be in lieu of Steps Two and Three of the grievance procedure for grievances relating to a company's failure to provide contracted for health insurance, pension, vacation pay, unemployment insurance, or wages where there is no question raised about an employee's appropriate job classification or failure of a Company to comply with paragraphs (b) and (d) of the Union Security Article of this agreement. Such grievances shall be referred to an arbitrator selected by the Employers' Negotiating Committee and the Union, pursuant to their mutual agreement, or if there is no mutual agreement, from a list of seven arbitrators furnished by the Federal Mediation and Conciliation Service. Such arbitrator is subject to replacement each six months, at the request of either party.

No grievance filed pursuant to this section shall be delayed more than twenty-one days from date of filing until hearing before the arbitrator. After the hearing is scheduled, provided notice is given to both parties at least ten days before such hearing, if either party fails to attend the hearing or arrange for

representation the arbitrator shall proceed with the matter and render a bench decision on the basis of evidence submitted.

D. Either party's failure or refusal to submit to or proceed with arbitration or to comply with the final arbitration award shall make that party liable for reasonable attorneys' fees and court costs which may include but not be limited to audit costs of the other party.

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

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

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

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

ARTICLE XXVIII - TRAINING PROGRAM

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

ARTICLE XXIX - HEALTH AND WELFARE

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

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

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

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

addressed, shall constitute such notice. Personal service of such notice on the employee and the Union shall meet the requirements of this article. The last address given by the employee may be used by the Company for the purpose of such notice.

At the time each month that the Administrator of the appropriate insurance plan submits the list of eligible employees and premium payments on behalf of the Companies' signatory to this agreement, it shall send to the Union a copy of said list.

ARTICLE XXX - PENSION

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

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

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

The parties agree that because the Trustees of the Fund will rely on the execution of this agreement to restore or not to reduce benefits to retiring employees, this agreement may not be modified,

terminated or rescinded by the parties, directly or indirectly, without the express written consent of the Trustees.

ARTICLE XXXI - VACATION BENEFITS

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

1. Each employee shall use a year commencing with the date of his employment to determine his vacation rights.

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

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

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

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

B. Requirements and Rights Applicable to Vacations:

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

2. Vacation periods shall be arranged by mutual agreement between the Company and the employee and shall be taken at such time

as will cause the least inconvenience to the Company, and shall be paid for when the vacation is taken.

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

4. Vacation pay shall be paid on the 15th day after the close of each quarter, or at such other time as may be mutually agreed upon between the Company and the employee.

ARTICLE XXXII - HOURS AND WAGES

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

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

ARTICLE XXXIII - HOLIDAYS

Holidays Paid if Worked:

The following holidays shall be paid for at the rate of one and one-half (1-1/2) times the straight time hourly rate of pay for all hours worked: Christmas, New Years, Memorial Day, July 4th, Labor Day, and Thanksgiving.

Holidays Paid Whether Worked or Not (Paid Holidays):

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

Effective 7/16/75: Labor Day, July 4th. ✓

Effective 7/16/76: Labor Day, Christmas, July 4th.

Eligibility for Paid Holidays:

1. The employee must be a seniority employee who worked at least five (5) days within the fourteen (14) days immediately preceding the holiday; and
2. The employee must also have worked his last regularly scheduled work day before the holiday and his next regularly scheduled work day after the holiday.
3. An employee who is absent from either the last regularly scheduled work day before the holiday or the next regularly scheduled work day after the holiday because of excused illness shall qualify for holiday pay provided the employee qualifies under 1. above.

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

ARTICLE XXXIV - OVERTIME

All hours worked by hourly paid employees on Sunday shall be paid at one and one-quarter (1-1/4) times the employee's regular hourly rate.

ARTICLE XXXV - FUNERAL LEAVE

In the event a death in the immediate family (father, mother, wife, husband, son or daughter) a seniority employee shall be entitled to one day off with eight (8) hours hourly rate of pay. A leave of absence without pay shall be granted, upon request, for such additional time as the employee requires, pursuant to Article IX - Leave of Absence.

ARTICLE XXXVI - JURY DUTY

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

If a seniority employee serves on a jury, he shall be paid the difference between eight (8) hours straight time hourly rate of pay and the payment made to such employee as a juror for those days on which the employee would have worked.

ARTICLE XXXVII - INJURY ON THE JOB

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

ARTICLE XXXVIII - TRAVEL ALLOWANCE

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

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

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

Daily Travel Allowance Schedule

40-64 road miles - 1/2 hour each way

65-89 road miles - 1 hour each way

90-119 road miles - 1-1/2 hours each way

120 and over road miles - 2 hours each way

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

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

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

Oxnard to Lompoc area - 1-1/2 hours each way.

C. Travel allowance will not be payable for travel in the Imperial Valley or in the Salinas Valley area, except for travel from Salinas to King City.

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

ARTICLE XXXIX - PROTECTIVE CLOTHING

The Company shall furnish legally required safety equipment, protective clothing (including raincoats, rain hats, rain pants and boots) when required and gloves for loading crews when requested. This shall include exchanges thereof at no cost to the employees. The employee shall be responsible for those items issued to him and shall be required to return said items in good condition, reasonable wear and tear excepted, prior to receiving his last check.

ARTICLE XL - UNEMPLOYMENT INSURANCE

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

ARTICLE XLII - GOVERNMENT CONTROLS

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

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

ARTICLE XLIII - SEPARABILITY

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

ARTICLE XLIII - REOPENER

Article XXXII - Wages of this agreement may be reopened for modification by either party to this agreement on July 15, 1976, provided sixty (60) days' written notice is served on the other party, and at least thirty (30) days' written notice is given to the

State Conciliation Service, or similar state agency, if any, of its desire to reopen said article for modification. The service of the thirty (30) day notice shall be necessary only in those states where such notice is required by law.

Upon the service of said sixty (60) and thirty (30) day notices, the parties shall commence negotiations for said modifications.

Should the parties fail to reach agreement on such modifications, either party shall have the right to take economic action, including a strike or lockout, in support of its proposals, notwithstanding any other provisions of this agreement; provided that no such economic action shall be taken prior to July 16, 1976.

ARTICLE XLIV - TERM OF AGREEMENT

This agreement shall be in full force and effect from July 16, 1975, and shall continue in full force and effect through July 15, 1978. This agreement shall automatically renew itself from year to year from the expiration date hereof unless either of the parties shall give notice in writing to the other party sixty (60) days prior to the expiration, requesting negotiations for a new agreement or modification of this agreement, together with thirty (30) days prior written notice to the State Conciliation Service, or similar state agency, if any.