

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

COACHELLA GROWERS, INC.

AND

UNITED FARM WORKERS OF AMERICA, AFL-CIO

November 29, 1977 - September 1, 1980

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## PARTIES

THIS AGREEMENT and supplemental agreements attached hereto are between COACHELLA GROWERS, INC. (hereinafter referred to as the "Company") and the UNITED FARM WORKERS OF AMERICA, AFL-CIO (hereinafter referred to as "the Union").

## ARTICLE 1: RECOGNITION

1. The Company does hereby recognize the Union as the sole labor organization representing all of the Company's agricultural employees (hereinafter referred to as "workers") in the unit set forth in Agricultural Labor Relations Board certification in Case number 75-RC-57-R. In the event the Agricultural Labor Relations Board certifies other employees not here included within the certified unit as part of the unit, such additional employees shall be included under the terms of this Agreement. The term "worker" or "employee" shall not include office and sales employees, security guards and supervisory employees who have the authority to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward or discipline other workers or the responsibility to direct them or adjust their grievances or effectively recommend such action if, in connection with foregoing, the exercise of such authority is not of a merely routine or clerical nature but requires the use of independent judgement.

2. The Company, COACHELLA GROWERS, is a nonprofit association rendering services to its grower members in harvesting their citrus crops. It does not enter into joint ventures, partnerships, or other forms of agricultural business operations, but if it should do so, these other operations shall be covered by this contract. The Company agrees that no business device, including joint ventures, partnerships, or other forms of agricultural business operations, shall be used by the Company for the purpose of circumventing the obligations of this collective bargaining agreement.

3. The Company recognizes the rights and obligations of the Union to negotiate wages, hours and conditions of employment and to administer this Agreement on behalf of covered workers.

4. Neither the Company nor its representatives will take any action to disparage, denigrate or subvert the Union. Neither the Union nor its representatives will take any action to disparage, denigrate or subvert the Company.

5. Neither the Company nor its representatives will interfere with the right of any worker to join and assist the Union. The Company shall not advise workers that they will secure any advantage or more favorable consideration or any form of special privilege because of non-participation in Union activities.

6. The Company will make known to all workers, supervisors and officers its policies and commitments as set forth above with respect to recognition of the Union. The Company will not discourage workers in the bargaining unit from giving utmost consideration to supporting and participating in collective bargaining and contract administration functions.

## ARTICLE 2: UNION SECURITY

1. Union membership shall be a condition of employment. Each worker shall be required to become a member of the Union immediately following five (5) continual days after the beginning of employment, or five (5) days from the date of the signing of this Agreement, whichever is later; and to remain a member of the Union in good standing. The Union shall be the sole judge of the good standing of its members.

Any worker who fails to become a member of Union within the time limit set forth herein, or who fails to pay the required initiation fee, periodic dues or regularly authorized assessments as prescribed by the Union, or who has been determined to be in bad standing by the Union pursuant to the provisions of the Union's constitution, shall be immediately discharged upon written notice from Union to Company, and shall not be re-employed until written notice from Union to Company of the worker's good standing status.

2. The Company agrees to furnish to the Union in writing, within one (1) week after the execution of this Agreement, a list of its workers giving the names, addresses, social security numbers and type of job classification.

3. The Company agrees to deduct from each worker's pay initiation fees, all periodic dues, and assessments as required by Union, upon presentation by the Union of individual authorization signed by workers, directing the Company to make such deductions. The Company shall make such deductions from worker's pay from the payroll period in which it is submitted, provided that it is submitted in advance of the close of the pay period, and periodically thereafter as specified on authorization so long as such authorization is in effect and shall remit monies weekly. The Company shall provide the Union each week with a copy of its computer printout showing the the name of each worker,

his social security number, payroll periods covered, gross wages, total hours worked per worker, total number of workers and amount of Union dues deducted during such pay periods from each worker. The Union will furnish the forms to be used for authorization and will notify the Company in writing of dues, assessments and initiation fees within five (5) days of the execution of this Agreement and five (5) days before the effective date of any change.

4. The Company will advise new workers that it is a condition of their employment that they must become and thereafter remain members in good standing in the Union immediately following five (5) continual days after the beginning of their employment. The Company shall furnish workers membership applications and dues checkoff authorization forms as provided by the Union.

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

#### ARTICLE 3: HIRING

1. The Union shall operate and maintain a facility or designate a person or persons through which the Company shall obtain its new employees in each of its three operating areas as provided below. The Union shall notify the Company in writing of the address and telephone number of the person or the facility in each of the Company's three operating areas, and the name of the person in charge of the facility.

2. Employees with seniority at the Company shall be recalled to work in accordance with the provisions of Article IV, and shall not have to use the facility described in Section 1 in order to be recalled by the Company. Such employees shall report to the Union steward or other Union representative and Company representative at the job site to verify that their name is on the seniority list before commencing work.

3. Whenever at the beginning of the picking season in any of the Company's three operating areas, the Company anticipates the need for new or additional employees to perform any work covered by this Agreement, the Company shall, approximately two (2) weeks prior to the date of anticipated need for such employees, notify the facility of the Union designated in Section 1 in writing, stating the

total number of new employees it needs to hire, the type of work to be performed, the estimated starting date of the work, and the approximate duration thereof. The Company shall notify the Union promptly of any changes in the estimated starting date. However, the Company shall give the Union notice of the exact starting date no later than forty-eight (48) hours prior to the time it is anticipated that work will commence. If work does not start at that time, the Company shall not be liable except under Article 19, Reporting and Standby Pay.

4. In the event, during the picking season in any of the Company's three operating areas, new or additional employees are needed to perform work covered by this Agreement, the Company shall notify the Union facility or persons designated in Section 1 of the total number of new employees needed, the type of work to be performed, the date the employees are needed, and the duration of the work. The Union shall be given forty-eight (48) hours' notice, or as much advance notice as possible. If, because of an emergency, such as unanticipated weather conditions, new employees are required immediately, the Company shall notify the Union and, if the requested workers are not furnished, only be required to wait twenty-four (24) hours before hiring workers from any other source pursuant to Section 5 of this Article.

5. When the Company notifies the Union that it needs additional employees, the Union shall use its best efforts to furnish the requested number of workers. If the Union does not furnish the requested number of employees on the date specified by the Company, the Company shall be free to procure them from any source. If the Company secures employees under the provisions of this paragraph, it shall make available to the Union in writing within five (5) days thereafter, the names, social security numbers, date hired and job classifications of all employees so hired, provided, however, that the Union shall be entitled acting on its own, to ascertain such information from such employees at any time after twenty-four (24) hours following the hiring of such employees, provided further, that the work is not interrupted.

6. When the Company requests workers from the Union facility for jobs which require skill or experience (for example, tractor drivers or forklift drivers), the Union shall refer workers who meet the job requirements. Before the Company makes a determination that a referred worker does not meet the job requirements, the supervisor will fully explain the job duties and requirements and give the

worker a reasonable time to meet the job requirements.

7. If the Union knows at the time it receives a request for employees by the Company that it will not be able to furnish the employees requested, it shall notify the Company of this fact as soon as possible.

8. It is essential that the Union have advance notice of layoffs, so that it may plan utmost utilization of available employees. Accordingly, the Company will notify the Union seven (7) days, or as soon as possible, prior to any layoff. Failure to give this notice to the Union shall not create any financial liability on the part of the Company to employees. The Company's only liability to employees who report for work shall be under Article 19, Reporting and Standby Pay.

9. In the event that it is necessary to lay off employees before they acquire seniority, it is understood that if such employees are dispatched by the Union to the Company, the Company shall not refuse to rehire them solely because they would establish seniority.

10. In applying this Article neither party shall discriminate in violation of Article 9, No-Discrimination.

11. In the event the Company commences operations in a new area (other than Blythe, Riverside, or Coachella), it shall notify the Union in writing two (2) weeks in advance, where possible, and the Union may assign a person or establish a facility for supplying new employees in such area. If the Union does establish such a facility, or assign a person, or if one already is established in such area, the provisions of this Article shall be applicable. If the Union does not establish such a facility or assign a person, the Company shall be free to hire all new employees from any lawful source. CLEAR

#### ARTICLE 4 - SENIORITY

1. In the event an employee works for the Company at least fourteen (14) days within the preceding ninety (90) calendar days, he shall acquire seniority with the Company retroactive to his original date of hire. Seniority as described in this Article is defined as the length of continuous service with the Company. Layoffs shall not be considered to be a break in service.

2. Seniority shall be broken for any of the following reasons:

- A. Voluntary quitting;
- B. Discharge for just cause;
- C. The employee has been off work for three (3) consecutive days or more, and has failed to properly notify the Company by telephone or letter or his foreman otherwise has not received notice;
- D. The employee fails to report to work at the termination of a leave of absence or vacation without approved extension as provided for in Article 11, Section 3;
- E. The employee is on layoff and fails to report to work when recalled to the area where he has seniority as provided in Section 15 unless such failure is for a valid reason.

3. Any employee rehired after his seniority is terminated shall establish a new seniority date as provided in Section 1. The Company shall notify the Union on a weekly basis of all employees whose seniority is terminated during the prior week, providing the proper computer reporting system can be developed.

4. The Company shall maintain and post two (2) separate seniority lists in each of the areas in which it operates. There shall be a seniority list for tractor and forklift drivers in each area and a seniority list for pickers in each area. Employees on either list shall be listed according to seniority. The areas in which seniority lists shall be maintained are Blythe, Coachella and Riverside. If an employee has established and maintained seniority in more than one of these areas, the earliest date on which he established seniority shall be considered to be his Company--wide seniority date for the purpose of Section 7.

5. Except as otherwise provided explicitly in this Article, seniority shall be applied only within one of the three areas specified in Section 4 and not between different areas.

6. Layoffs and recalls within a job classification shall be based upon an employee's seniority at the area where he is working. Demotions shall be based upon an employee's seniority at the area where he is working, provided that he has the ability to perform the job to which he is demoted in accordance with Section 12. In accordance with past practice of the Company, a temporary layoff of a total crew for less than five (5) workdays need not be made in accordance with strict seniority. Where a recalled employee has not previously performed the specific operation to which he is being recalled, he shall be given a reasonable opportunity to show that he can perform the work properly in accordance with Section 12.

7. A picker who is laid off in his own area may at his request be reassigned to a crew in another area if work is available in that area. Requests for such reassignment shall be granted on the basis of seniority. Such reassignments shall be made in the following manner:

A. The Company shall inform the employees to be laid off that work is available in another area;

B. Those employees who want to work in the other area may be reassigned to work in that area on the basis of their Company-wide seniority as defined in Section 4;

C. If more employees are needed in another area than are transferred from among those employees who are to be laid off, employees who already are laid off and who want to be transferred shall be transferred. In order to be eligible for such a transfer, a laid-off employee must have registered his wish to be transferred to another area at the time of his layoff. Such registration shall be in writing on a form to be supplied by the Company which shall include the employee's name and an address and telephone number where he may be reached during his layoff. The Company shall make a reasonable effort to contact laid-off employees, but shall not be required to continue attempting to reach them after the time new employees are needed at the other areas.

D. If employees who have been laid off from one area and transferred to another area under this Section are recalled during the same season to the area from which they were laid off, they must return to work at that area or they will not be eligible to be recalled again to that area during the season of the area where they are working.

E. If an employee who is laid off from more than one area is recalled to one of these areas, he must decide at the time he is recalled in which area he wants to retain seniority. If he returns to work in one area, his seniority in this other area shall be terminated.

8. Tractor drivers and forklift drivers shall be laid off and recalled within their classifications on the basis of their seniority. If such employees are laid off and they request reassignment to a picking job, the Company shall reassign them to picking jobs in their own areas or in other areas where such jobs are available on the basis of their seniority.

9. If requested by an employee, the Company shall transfer him to a vacant position within his classification in another area on the basis of his seniority. An employee shall not be eligible for more than one such transfer during

each operating season. If the Company transfers an employee under this provision, his seniority at the area where he was working shall terminate, but he shall receive credit at the area to which he is transferred for all seniority developed at the area from which he was transferred.

10. The Company may reassign employees to vacant positions within their classification in another crew in the same area. In making such reassignments, the Company shall give employees in the crew an opportunity to transfer on the basis of their seniority. If none of the employees in the crew want to transfer, the Company shall transfer the employee with the least seniority in the crew.

11. Employees involved in picking shall have the right to move from one crew to another in their area on the basis of their seniority, provided there is a need for additional employees in the other crew. Such a move shall be made only once during a season.

12. Promotions to permanent job vacancies within the bargaining unit shall be based upon an employees's seniority at the area where he is working, provided he is able to perform the work in the job to which he is seeking to be promoted. Where an employee is promoted to a permanent job vacancy pursuant to Section 13, a supervisor will fully explain the job duties and requirements and give the employee a reasonable amount of time to meet the job requirements. The selection procedure will be repeated until the posting list has been exhausted and thereafter the Company shall fill the vacancy by notifying the Union facility of such vacancy pursuant to Article 3.

13. Whenever a permanent vacancy in an hourly-rated job classification or a new job classification is established, notice of such vacancy shall be posted on the Company's bulletin board in the area of the vacancy. The posting shall be made at least five (5) days before the vacancy is permanently filled. A copy of the posting shall be made available to the Union Ranch Committee. Seniority employees desiring to apply for such position shall sign to the posting. Selection and training for the Union Ranch Committee. Seniority employees desiring to apply for . such position shall sign the posting. Selection and training for employees applying for the position shall be as set forth in Section 12. The Company shall fill temporary vacancies in these positions such as during the posting period or during an employee's short-term illness, injury or other temporary absence so far as possible on the basis of seniority.

14. The first five (5) workdays shall be a work evaluation period during which a new employee may be terminated for unsatisfactory work performance without recourse to the grievance procedure unless he claims that his termination was for a reason other than unsatisfactory work performance.

If such a grievance is filed, the only issue shall be whether the Company's decision was based upon some reason other than the employee's work performance and the correctness of the Company's determination that the employee's work performance was unsatisfactory shall not be an issue. The Company shall provide the Union with a weekly notice of employees terminated during this period and, upon request, shall make available to the Union information as to a terminated employee's work performance. The Company shall describe the work to be performed and give a physical demonstration of the work to new employees. An employee shall be given an opportunity to demonstrate his job performance. The supervisor shall point out the employee's mistakes in order to help him learn the job.

15. In recalling employees prior to the commencement of harvest operations, the Company shall notify them of the recall at least two (2) weeks prior to the estimated starting date, where possible. Such notice shall be in writing, bearing the title of the Company and Union, and shall specify the employee's name, social security number, seniority date, the estimated starting date of the work and the estimated duration of the work. The notice shall be sent by first class mail. The employee shall provide the Company with a mailing address for sending the notice. The Company and the Union shall use their best efforts to cooperate in securing the above information from the employees. The notice shall contain a card, postage prepaid, which the employee shall return immediately to the Company, indicating whether he will be returning to work. If time does not permit a reply by mail, the employee may inform the Company office by telephone or otherwise advising the Company foreman. The Company shall provide the Union with a list of recalled employees. Recalled employees shall be informed of the exact date upon which work at the beginning of the season is to start by: checking at the Company's office or Union office where the exact date shall be posted for at least seventy-two (72) hours before work is to begin; or by telephoning the Company office or Union office where the exact starting date will be known at least seventy-two (72) hours before work is to begin.

In recalling employees after harvest operations have begun, and if it is not possible to give the two-week notice, the Company shall give workers five (5) days' notice, where

possible. However, the Company agrees to give them advance standby notice of the beginning of work. The Union shall use its best efforts to assist in the recall of employees. Employees shall not be eligible for reporting pay based upon the estimated starting date.

16. At the beginning of the picking season in each of the areas, and each ninety (90) days thereafter during the picking season for that area, the Company shall provide the Union with a current seniority list containing the name of each employee, his original date of hire, his area seniority date, his job classification, and his social security number. Where more than one employee has the same original date of hire, the employee with the lower last four (4) digits in his social security number shall have the higher seniority. The Company shall post a copy of the seniority list. If the Union disagrees with the information recorded on the seniority list, it may file a grievance in accordance with the provisions of Article 5.

17. Where seniority employees have worked together during the year prior to the signing of this Agreement as a family, the parties shall interpret and apply this Article to continue that custom. For the purpose of this Section, a "family" shall mean mother, father, son or daughter. In order to qualify as a family under this Section, a family member must register with the Company prior to the recall of any person in the family. Employees shall be informed of this registration provision by including a registration form in their notice of recall. The employee shall sign and return this form or, if time does not permit it, he shall telephone the Company and give the information requested on the form and return the form on the day begins work. Upon such registration, all members of the family shall have the seniority date of the person registering. Seniority family members who work on a part-time basis shall be eligible for recall on that basis, provided that full-time seniority employees are not displaced.

18. Seniority shall not be applied so as to displace (bump) any employee within a geographic area.

19. The parties may agree in writing to make deviations from the provisions of this Article. If either party requests, the parties shall discuss revisions of the provisions of this Article after one year from the date this Agreement is signed, provided that this shall not obligate either party to agree to any change in these provisions or create an exception to Article 6, No Strikes-No Lockouts.

## ARTICLE 5: GRIEVANCE AND ARBITRATION

1. All disputes between the Company and the Union arising out of the interpretation or application of this Agreement shall be subject to the Grievance and Arbitration procedure.

The Grievance and Arbitration procedure shall be the exclusive remedy with respect to any disputes arising under this Agreement until this procedure has been exhausted and no other remedies shall be utilized by any person with respect to any dispute involving this Agreement until the procedure has been exhausted.

2. Grievances shall be processed in the following manner:

Step 1. Any grievance shall be immediately taken up between the supervisor involved and the Union Steward. They shall use their best efforts to resolve the grievance.

Step 2. In the event the grievance is not immediately resolved, the grieving party shall reduce the grievance to writing, setting forth the nature of the grievance, and file it with the other party. A grievance regarding a discharge of an employee must be filed in writing within five (5) days of the discharge. All other grievances must be filed in writing within thirty (30) days of the occurrence of the grievance or its discovery. The Company and the Union shall meet within ten (10) days after the written grievance is filed. The Union may be represented by the employees' Grievance Committee at such meeting. If the grievance is not resolved in such meeting, the party receiving the grievance shall immediately give a written response to the other regarding its position, including reasons for denying the grievance. A Union representative may fully participate in all steps of the grievance procedure.

Step 3. If the grievance is not settled in Step 2, the grieving party may appeal the grievance to arbitration by giving written notice of its desire to arbitrate to the other party within thirty (30) days. The arbitrator shall consider and decide the grievance referred to him. In cases where more than one grievance is referred to arbitration, the arbitrator may hold consecutive hearings to expedite hearings. The arbitrator shall not have authority or jurisdiction to modify, add to, or detract from, or alter any provision of this Agreement. Within that limitation his authority shall include awarding back pay to employees for any loss of earnings from the Company, and awarding damages to the Company in appropriate circumstances. He also shall have the authority to apply this Agreement and order compliance by all parties with the terms of the Agreement. The

arbitrator in his discretion may render a bench decision, or may allow briefs, but in any event shall issue a decision in writing to the parties within fifteen (15) days after the date of the close of the hearing. The decision of the arbitrator shall be binding on the Company, the Union and the employees. All expenses and salaries of the arbitrator shall be born equally by the parties. Each party shall pay the cost of presenting its own case.

3. Both the Company and the Union agree to a designated permanent arbitrator, William Pivar. If the arbitrator shall at any time be unable or refuses or fails to act, or he vacates his position, the Company and the Union shall immediately select his successor or substitute. If selection cannot be agreed upon, either the Union or the Company may request from the American Arbitration Association or the Federal Mediation and Conciliation Service a panel of eleven (11) arbitrators. After receipt of the list, the parties shall meet to select the arbitrator. If the parties cannot agree upon the selection, then they shall turn to the list of arbitrators received. The person to strike first shall be determined by a coin toss. The name remaining after each party has struck five (5) shall be the person designated as arbitrator. Every six (6) months, either party may request a new list of arbitrators and require a new meeting to select a new arbitrator.

4. Grievances not filed or appealed within the time limits established in Section 2 shall be deemed waived. However, grievances dropped prior to arbitration shall be considered as withdrawn without prejudice to either party's position on similar matters in the future.

5. The parties agree that the primary purpose of the grievance procedure is to resolve grievances as speedily as possible and to maintain good relations between the Union, the Company, and the employees. It is recognized that there are times and that there are certain issues that may arise, which make it in the best interest of all concerned to have a resolution of the matter more quickly than provided in the above procedure. Accordingly, grievances may at the request of the grieving party and with written notice to the other party be expedited to arbitration. After such a grievance has been reduced to writing, the grieving party may request and there shall be a Second Step meeting within two (2) work days and the responding party will immediately provide its answer in writing, if it denies the grievance, setting forth the reasons for denial. The grieving party may then request, with notice to the responding party, that the grievance be referred to the arbitrator within three (3)

work days from the written responsive answer. If such a grievance is presented to the arbitrator, it is agreed that it will take precedence, as to investigation, hearing date, and issuance of decision over any other case.

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

7. In the event of a claim that Article 6, No-Strikes has been violated, the Company may contact the arbitrator. The arbitrator shall immediately determine whether a violation has occurred. If the arbitrator determines that a violation has occurred, he shall order the employees to return to work immediately. This in no way alters the obligations of either party under the provisions of this Agreement.

8. Any claim by the Union that on-the-job conduct of any Company supervisor is abusive of any employees' rights may be treated as a grievance, provided that such conduct has occurred on more than one occasion and is specified in detail in the grievance.

9. Where possible, grievances shall be processed outside of working hours. If it is necessary to process grievances during working hours:

1. It shall be done in a manner that minimizes the interruption of work,

2. Members of the Ranch and Grievance Committees and stewards shall be permitted to leave their work (after checking with their supervisor) without loss of pay for the purpose of processing grievances and meeting with management up to a total (for all members of both Committees and stewards) of seven and one-half (7-1/2) hours per week (not to be accumulated from week-to-week), and

3. The steward's function at Step 1 shall be performed without loss of pay.

#### ARTICLE 6: NO STRIKES - NO LOCKOUTS

1. There shall be no strikes, slowdowns, sitdowns, boycotts, or other interruptions of work by the Union or by the workers covered by this Agreement during the term of this Agreement, but subject to the provisions of Article 10, Workers' Security. The Union will not authorize or approve any such activity. There shall be no lockout by the Company.

2. If any such unauthorized strike, slowdown, sitdown,

boycott, or other interruption of work occurs, the officers and representatives of the Union shall do everything within their power to end or to avert such prohibited activity.

3. If any such unauthorized lockout should occur, the Company shall do everything within its power to end such prohibited activity.

#### ARTICLE 7: RIGHT OF ACCESS TO COMPANY PROPERTY

1. Duly authorized and designated representatives of the Union shall have the right of access to Company premises in connection with the conduct of normal Union affairs in administration of this Agreement. In the exercise of the foregoing, there shall be no unnecessary interference with the productive activities of the workers.

2. Before a Union representative contacts any of the workers during working hours, he shall notify the Company that he is on the premises.

3. The Union shall advise the Company of the names of its duly authorized and designated representatives.

#### ARTICLE 8: DISCIPLINE AND DISCHARGE

1. The Company shall have the sole right to discipline and discharge employees for just cause providing that in the exercise of this right it will not act in violation of the Agreement. Except as provided in Article 4, Section 8, no employee shall be disciplined or discharged without just cause.

2. Prior to any discharge or suspension, the Company shall notify the steward or other Union official, and such Union representative shall have the right to be present when formal charges are made. Provided, however, if a situation occurs in a remote area, where the Company deems it necessary to take action and no steward or Union representative is available, and after the Company has made a reasonable effort, including telephoning the Union's area office, if necessary, to notify a steward or Union representative of the contemplated action, the Company may take action and must give written notice in accordance with Section 3 below.

3. Written notice of a discharge or suspension and the reason for the action shall be given to the employee involved and the Union within two (2) workdays after the date of the discharge or suspension. A letter which is postmarked within two (2) such workday periods shall be considered to

be in compliance with this notice requirement. The time limit for the initial filing of the grievance challenging a discharge under Article 5, Section 2, shall not begin to run until the Union receives this written notice.

4. In relation to discipline, the steward of the employee to be disciplined or other Union official shall have the right to interview the employee in private.

#### ARTICLE 9: NO DISCRIMINATION

In accord with the policies of the Company and the Union, it is agreed that there shall be no discrimination against any worker because of race, age, creed, color, religion, sex, political belief, national origin, language spoken or Union activity.

#### ARTICLE 10: WORKER'S SECURITY

1. The Company agrees that any worker may refuse to pass through any picket line established at the premises of any other employer and sanctioned by the Union; provided, however, that the Union shall not establish or sanction a picket line at the premises of any grower member of the Company at any time during the harvest season or pruning season for the purpose of depriving that grower member of picking or pruning labor supplied by this Company.

2. No worker under this Agreement shall be required to perform work that normally would have been done by the employees of another employer who are engaged in a strike sanctioned by the Union.

#### ARTICLE 11: LEAVES OF ABSENCE

1. Any worker elected or appointed to an office or position in the Union shall be granted a leave of absence for a period of continuous service with the Union upon written request of the Union. Ten (10) days' notice, whenever possible, must be given to the Company before the worker takes leave to accept such office or position or chooses to return to work. Such leave of absence shall be without pay. Seniority shall not be broken or suspended by reason of such leave.

2. A temporary leave of absence without pay, not to exceed three (3) days, for Union business shall be granted under the following conditions:

A. Written notice shall be given by the Union to the

Company at least two (2) days prior to the commencement of such leave;

B. Such leaves shall not be granted during periods of time when there is a shortage of harvesting labor and shall not exceed 10% of the employees covered by this Agreement; and

C. This Section shall not apply to operations during critical periods if it would harm operations.

3. A leave of absence without pay shall also be granted to workers by the Company upon workers applying to and being confirmed by the Company for any of the following reasons without loss of Seniority:

A. When the worker has been summoned for jury duty or has been subpoenaed as a witness in any court proceeding;

B. Up to two years of illness or injury requiring absence from the job, provided, the employee provides, upon request, a doctor's certificate or other adequate evidence of such illness or injury; and

C. For valid personal reasons, not to exceed thirty (30) days where prior notice specifying the reason is given to the Company.

All leaves of absence in excess of three (3) days shall be in writing on approved leave of absence forms pursuant to Appendix C provided by the Company. Such forms shall be signed by the Company representative, the worker requesting the leave, and by the Union steward or other Union representative to signify receipt of the Union's copy. Leaves of absence as provided herein shall be extended by the Company for good cause shown if request for such an extension is made by the worker in writing, with a copy to the Union, prior to the termination of the original leave.

Leaves of absence schedules, under this Section, where more workers have applied for a leave of absence at the same time than can be spared by the Company, shall be allocated on the basis of seniority with the worker having the highest seniority having first preference for that leave of absence. However, where a worker requests an emergency leave, the Union and the Company may agree to his/her leave in preference to that worker over other workers with higher seniority.

4. Failure to report for work at the end of an approved leave of absence, or accepting employment with another employer during an approved leave, shall terminate seniority in accordance with Article 4, Seniority.

ARTICLE 12: MAINTENANCE OF STANDARDS

All practices relating to wages, hours of work, and working conditions shall maintained at no less than the highest standard in effect at the time the Agreement is signed, except as they are changed or eliminated by agreement.

ARTICLE 13: SUPERVISORS

Supervisors and other employees not included in the bargaining unit shall not perform work covered by this Agreement, nor shall they operate forklifts or other loading equipment in the orchards except in an emergency, or except when the regularly assigned operator or operators are unavailable, or except when it is necessary to do so to supply boxes or bins to the pickers or remove fruit from the orchard in order to prevent an interruption of the operation. This paragraph shall not be used for the purpose of avoiding the recall of bargaining unit workers for work they would normally perform.

ARTICLE 14: HEALTH AND SAFETY

1. The Company and Union are interested in the health and safety of employees while working with the Company. It is understood and agreed that it is necessary in the sophisticated farming practices of today that certain agricultural chemicals must be used for the control of pests and growth of the product. The Company recognizes that use of certain chemicals injurious to farm workers must be such so as not to cause injury to employees. In order to insure the protection of the Company's employees from injurious chemicals which may be applied by other parties with whom the Company has a contract for performing harvesting work, the Company agrees to insert a provision in all such contracts with such parties which provides that the party will not use chemicals banned by law such as, but not limited to: DDT, DDD, DDE, Aldrin and Dieldrin . Upon request by the Union to the Company, the Company shall use its best efforts to obtain from parties with whom it has entered into contracts the records of such party which would disclose the following information:

- A. Location of field treated with injurious materials;
- B. Name of material used by brand name and chemical name and registration number;
- C. Date and time material was applied and its formulation;
- D. Amount of material applied and its formulation and

concentration

- E. Method of application; and
- F. Applicator's name and address, if any.

2. The Company will comply with all applicable laws relating to the health and safety of farmworkers and will not use banned chemicals such as, but not limited to, DDT, DDD, DDE, Aldrin and Deldrin.
3. The Union shall cause to be formed a Health and Safety Committee (the "Committee") comprised of workers' representatives. The Committee may confer with the Company with respect to the formulation of rules and practices relating to the health and safety of the workers, including the use of tools and equipment as they may affect the health and safety of workers and sanitary conditions.
4. No worker shall be required to work in any work situation which would immediately endanger his/her health or safety.
5. There shall be adequate toilet facilities, separate for men and women, in the field readily accessible to workers, that will be maintained by the Company in a clean and sanitary manner. These may be portable facilities and shall be maintained at the ratio of one (1) for every thirty-five (35) workers or fraction thereof.
6. Each place where there is work being performed shall be provided with suitable, cool, potable drinking water convenient to workers. Individual paper drinking cups shall be provided.
7. Tools and equipment and protective garments necessary to perform the work and/or to safeguard the health of or to prevent injury to a worker's person shall be provided, maintained and paid for by the Company. Workers shall be responsible for returning all such equipment that was checked out to them, but shall not be responsible for breakage or normal wear and tear. Workers shall be charged actual cost for equipment that is not broken and not returned. Receipts for returned equipment shall be given the worker by the Company.
8. At the time an employee actually starts picking lemons, the Company shall, upon request by the employee, provide him with one new pair of leather gloves. In accordance with the provisions of Section 7, the employee shall be responsible for returning gloves issued to him, but shall not be responsible for normal wear and tear. Employees shall

be charged the Company's actual cost for gloves not returned. If an employee has picked more than 50 bins, he shall be entitled to another pair of leather gloves, providing he requests that the Company issue him another pair of leather gloves and provided that he returns his used gloves to the Company. If an employee requests that the Company issue him a new pair of leather gloves before he has picked 50 bins, he shall be charged the Company's actual cost for the new gloves on a pro rata basis for the actual number of bins he has picked since his old pair of gloves was issued.

9. Adequate first aid supplies shall be provided for each crew and kept in clean and sanitary dust-proof containers.

#### ARTICLE 15: MECHANIZATION

1. The Company shall have the right to use the kinds of mechanical equipment it has used in the past and to use new kinds of mechanical equipment except as restricted in sections 2 and 3 of this article.

2. In the event the Company anticipates the mechanization of any operation of the Company that will permanently displace employees, the Company before commencing such mechanical operations shall meet with the Union to discuss the training of displaced employees to operate and maintain the new mechanical equipment, the placement of displaced employees in other jobs with the Company, the training of such employees for other jobs with the Company, or the placing of such employees on a preferential hiring list which the Company and the Union will use in conjunction with Article 3, Hiring.

3. If the Company anticipates mechanization of its operations which will permanently displace more than twenty-five (25%) percent of its employees, it shall notify the Union and, upon request, bargain with the Union prior to the introduction of such mechanical equipment. If the parties cannot agree on the introduction of such equipment, the Company shall have the right to utilize it and the Union shall have the right to strike, notwithstanding the provisions of Article 6, No Strikes.

#### ARTICLE 16: MANAGEMENT RIGHTS

1. The Company retains all of its established, traditional and inherent rights of management except as expressly and explicitly modified by this Agreement. The parties agree that specific enumeration or illustration of the Company's

management rights is unnecessary.

2. The Company shall have the right to establish and post work rules and safety rules applicable to all workers.

3. The Union shall have the right to appeal to the grievance procedure if the exercise of any of the management rights provided for in Section 1, above, or the establishment of work rules or safety rules provided for in Section 2, above, violates or conflicts with any other provision of this Agreement.

#### ARTICLE 17: NEW OR CHANGED OPERATIONS

In the event a new or changed operation or new or changed job classification is established, the Company shall set the wage or piece rate in relation to the classification and rates of pay in Appendix "A" and shall notify the Union before such rate is put into effect. Whether or not the Union has agreed to the proposed rate, the Company may put the rate into effect after giving notice. Upon request, the Company shall meet with the Union and negotiate with respect to the wage or piece rate. In the event such rate cannot be agreed upon between the Union and the Company, it shall be submitted to the grievance procedure, including arbitration, if necessary, for determination beginning at the second step. Any rate or wage agreed upon or resolved in the grievance procedure or determined by the arbitrator shall be effective from the date of the installation of such new or changed operation.

#### ARTICLE 18: HOURS OF WORK AND OVERTIME

1. Employees whom the Company assigns to work over eight (8) hours during any day shall be paid a premium of thirty-five (35) cents for all hours they are assigned to work in excess of eight (8) hours but no more than ten (10) hours in any one day.

Employees whom the Company assign to work over ten (10) hours in any day shall be paid at the rate of one and one-half (1-1/2) times their regular rate of pay or their average hourly piece rate earnings based on the preceding payroll week for all hours they are assigned to in excess of ten (10) in any one workday.

2. Employees shall be paid at the rate of one and one-half (1-1/2) times their regular rate of pay or their average hourly piece rate earnings based on the preceding payroll week for the first eight (8) hours they are assigned to work

on their seventh (7) consecutive work day and, thereafter, two (2) times their regular rate of pay or their average hourly piece rate earnings based on the preceding payroll week for all hours they are assigned to work in excess of eight (8) hours on such day.

3. There shall be no pyramiding of overtime premium.

4. Each employee shall be entitled to one full day (24 hours) off work without pay during each payroll week. Insofar as possible, work shall be arranged so that each employee will have Sunday off.

5. Mealtime breaks shall be one-half (1/2) hour and shall not be compensated for nor counted as hours worked.

6. An employee shall receive the rate of his classification for all time worked, including time, if any, worked in a classification with a lesser rate of pay.

7. When an employee performs work in a higher rated job, he shall be paid at the higher rate for all time worked on the higher rated job.

8. When an employee is working as a trainee in a higher rated job, he shall be paid for such training period at his regular rate of pay for a time period up to twenty-eight (28) continuous calendar days; if such employee qualifies for the higher rated job and retains it after the twenty-eight (28) continuous calendar days, he shall then be paid at the higher rate.

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

#### ARTICLE 19: REPORTING AND STANDBY TIME

1. An employee who is required to report to work and does report and is furnished no work shall be paid at least four (4) hours at his average hourly rate of pay or his average hourly piece rate earnings based upon the preceding payroll week. If an employee starts work and is furnished less than four (4) hours of work, he shall be paid at least four (4) hours at his hourly rate of pay or his average hourly piece rate earnings based upon the preceding payroll week. This section shall not apply where work covered by this Agreement is delayed or cannot be carried out because of rain, frost, government condemnation of crop, excessive moisture, refusal of employees to work, or other causes beyond the control of the Company.

2. The Company shall make every effort to provide employees with a reporting time as close as possible to the actual work starting time.

3. An employee shall be paid for all time he is required to remain on the job at his hourly rate, or his average piece rate earnings based on the preceding payroll week.

#### ARTICLE 20: REST PERIODS

Employees shall have paid rest periods of ten (10) minutes each, which insofar as practical, shall be in the middle of each four (4) hour work period or major fraction thereof.

#### ARTICLE 21: BEREAVEMENT PAY

To make funeral arrangements and to attend the funeral of a member of the immediate family (father, mother, child, brother, sister, husband or wife, mother-in-law, or father-in-law), an employee who has worked for the Company at least five (5) days, including days off on excused absences, during the two (2) weeks preceding the week of the funeral will be paid what he would have earned had he been working for the Company, not to exceed three (3) days. The Company may require a death certificate or other evidence of death.

#### ARTICLE 22: VACATIONS

1. The Company shall grant vacations with pay to employees according to the following schedule, based on hours and gross earnings in the prior calendar year (calendar year in this paragraph means January 1 through December 31):

A. All employees who worked six hundred and fifty (650) hours or more in the prior calendar year and with one (1) year of service with the Company, will qualify for an amount equal to two percent (2%) of their total gross earnings earned in the prior calendar year and one (1) week of vacation.

B. All employees who worked six hundred and fifty (650) hours or more in the prior calendar year and with four (4) years of service with the Company, will qualify for an amount equal to four percent (4%) of their total gross earnings earned in the prior calendar year and two (2) weeks of vacation.

C. If an employee's vacation period includes one of the holidays set forth in Article 23, his or her vacation period

shall be extended to include such holiday.

D. Vacation time off for employees shall be mutually agreed upon, except if more employees want a particular vacation period than can reasonably be spared, the employee with the highest seniority shall have first preference.

E. Vacation checks for eligible employees are due and payable on January first (1) of every year, except that the employee may request that the Company defer payment until such time off under Section D above.

#### ARTICLE 23: HOLIDAYS

1. Commencing with the effective date of this Agreement, Thanksgiving, Christmas Day, Independence Day, and Labor Day shall be paid holidays. Holiday pay shall be the daily average pay earned during the payroll week immediately preceding the holiday, unless the employee did not work during such week in which event his holiday pay shall be the daily average pay earned during the second payroll week preceding the holiday.

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

If the next scheduled workday after the holiday is more than five (5) calendar days after the holiday, the requirement for work on the scheduled workday after the holiday shall not apply.

3. New Year's Day and Memorial Day shall be recognized as unpaid holidays under the terms of this Agreement.

4. Any work performed on the above listed holidays shall be paid for at the rate of one and one-half (1-1/2) times the regular rate of pay and shall be in addition to the employee's regular earnings on that day.

5. "Citizenship Participation Day" shall be designated as the first Sunday of August. All employees qualifying under Section 2 above shall receive holiday pay as provided herein.

Upon receipt of proper written authorization from the employee, the Company shall deduct from such employee's wages the pay received for Citizenship Participation Day and shall remit such sum to the Citizenship Participation Com-

mittee of the United Farm Workers, AFL-CIO, for allocation as designated by the employees.

6. The Union shall indemnify and hold the Company harmless from and against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the Company for the purpose of compliance with Section 5 above, provided however that each party will pay their respective legal costs.

#### ARTICLE 24: JURY DUTY AND WITNESS PAY

1. An employee who has worked for the Company at least five (5) days during the two (2) weeks preceding the week in which he is summoned to appear to serve on a jury or as a witness in a judicial or administrative hearing not between the parties shall be eligible for pay if he misses work as a result of such service.

2. The Company shall pay an employee eligible for jury duty or witness pay an amount equal to the difference between the amount of pay he would have received from the Company for all of his scheduled work hours and the amount he received for complying with the summons. To receive pay under this provision the employee must provide the Company with the summons for his appearance and documentary evidence of the amount of fees received for performing such service.

#### ARTICLE 25: RECORDS AND PAY PERIODS

1. The Company shall keep full and accurate records, including total hours worked, piece rate or incentive rate records, total wages and total deductions. Workers shall be furnished a copy of the itemized deductions, hourly rates, hours worked and total wages each payday, which shall include the workers' piece rate production records. The individual employee shall be given a record of his piece rate production. Upon request, the steward shall be given information as to the daily piece rate production of the crew.

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

#### ARTICLE 26: INCOME TAX WITHHOLDING

The Company shall deduct Federal and State income tax in accordance with standard practices with scheduled deductions for workers agreeing in writing to such withholding. Such

agreement shall be binding upon the worker during his employment with the Company for the balance of the calendar year and each calendar year thereafter, subject to his written revocation of his agreement prior to the start of each new calendar year.

ARTICLE 27: CREDIT UNION WITHHOLDING

Upon proper written authorization from a worker to the Company, deductions, as provided for in such authorization, shall be made by the Company for the Farm Workers Credit Union, and such money and reports shall be forwarded on a monthly basis to the organization at P.O. Box 62, Keene, California 93531, or such other address as designated by the administrator of the fund.

ARTICLE 28: ROBERT F. KENNEDY FARM WORKERS MEDICAL PLAN

The Company shall, beginning with the effective date of this Agreement, contribute to the Robert F. Kennedy Farmworkers Medical Plan, sixteen and one-half cents (16 1/2) per hour for each hour worked for all workers covered by this Agreement. Contributions due shall be computed on the basis of sixteen and one-half cents (16 1/2) for every hour worked during the preceding monthly payroll period for every worker covered by the Agreement. Contributions due shall be deposited with such bank as designated by the Administrator of the Plan. Said deposits shall be made or mailed not later than the twentieth (20th) day of the month following the ending date of the previous month's payroll period. A summary report in accordance with Article 31 shall be remitted to Robert F. Kennedy Farm Workers Medical Plan, P.O. Box 92169, Los Angeles, California 90009, or such other address as designated by the Administrator of the Fund.

ARTICLE 29: JUAN DE LA CRUZ FARMWORKERS PENSION FUND

The Company shall contribute to the Juan De La Cruz Farmworkers Pension Fund ten (10) cents per hour for each hour worked by all workers covered by this Agreement, beginning with the effective date of this Agreement. For all hours worked by such workers after February 1, 1978, the amount of such contributions shall be fifteen (15) cents per hour.

The contributions to be made by the Company pursuant to this Article shall be deposited into and remain in an interest bearing trust account until such time as a formal pension plan has been developed for farmworkers by the Union and the Internal Revenue Service has issued an advance determination that such plan meets the requirements of Part I Subchapter D

of Chapter 1 of the Internal Revenue Code of 1954. Upon receipt of a copy of such advance determination, the Company shall promptly take all actions required to be performed by it in order to cause such impounded contributions to be transmitted to the plan trustees.

In accordance with Article 31, the monies and a summary report shall be remitted to the Fund at such address as designated by the Administrator of the Fund.

#### ARTICLE 30: MARTIN LUTHER KING FUND

The Company shall, during the term of this Agreement, contribute to the Martin Luther King Fund five (5) cents per hour for each hour worked by all workers covered by this Agreement, beginning with the effective date of this Agreement. Expenditures or investments of contributions shall be solely restricted to those charitable and educational purposes for which federal tax exempt status has been granted to the Fund. The contributions shall not be expended to the detriment of the Company. The Martin Luther King Fund shall obtain and maintain federal tax exemption and all contributions by the Company shall be deductible under the Internal Revenue Code.

In accordance with Article 31, the monies and a summary report shall be remitted to the Fund at such address as designated by the Administrator of the Fund.

#### ARTICLE 31: REPORTING ON PAYROLL DEDUCTIONS AND FRINGE BENEFITS

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

#### ARTICLE 32: CAMP HOUSING

The Company and Union agree that the Company does not presently operate camp housing for its employees. If this practice should change during the life of this Agreement, then the following provisions shall apply:

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

B. During the life of this Agreement, the Company shall operate and maintain its camp housing in the same manner as before the execution of this Agreement.

C. Camp boarding shall be operated on a nonprofit basis.

#### ARTICLE 33: BULLETIN BOARD

The Company will provide a bulletin board placed at such a central location in each area as shall be mutually agreed upon, on which the Union may post notices of Union business. For the purpose of this Article, Blythe, Coachella, and Riverside are the areas referred to.

#### ARTICLE 34: FAMILY HOUSING

The Company and the Union recognize that one of the most serious needs of farm workers who help produce food for the nation is adequate family housing. It is mutually agreed by the Company and the Union that they will, when they are in agreement as to any particular piece of legislation and when they are in agreement as to means and method of action, cooperate to encourage governmental action at the federal, state, and county levels to plan, finance and construct public housing in important agricultural locations.

#### ARTICLE 35: SUBCONTRACTING

1. Subcontracting is permissible under this Agreement where employees in the bargaining unit covered by this Agreement do not have the skills to operate and maintain the equipment or perform work of a specialized nature.

2. Subcontracting is permissible under this Agreement where the Company does not have the equipment to do the work being subcontracted. When the Company does subcontract pursuant to the terms of this provision, any employees of the subcontractor who actually operate or maintain the equipment shall not be covered by the terms of this Agreement. However, any employees of the subcontractor, other than those who actually operate or maintain the equipment, who work on the

subcontracted job shall be covered by the terms of this Agreement.

3. The Company shall notify the Union in advance of any subcontracting.

#### ARTICLE 36: LOCATION OF COMPANY OPERATIONS

The Company shall provide the Union, upon request, with the exact locations of its agricultural operations for use by Union representatives pursuant to Article 7 of this Agreement: Right to Company Property. It is understood that the nature of the Company's operations is such that it may get short notice requests for its services, in which case the Company shall give as much notice to the Union as it itself has.

#### ARTICLE 37: MODIFICATION

No provision or term of this Agreement may be amended, modified, changed, altered or waived except by written document executed by the parties hereto.

#### ARTICLE 38: SAVINGS CLAUSE

In the event any portion of this Agreement shall become ineffective as the result of any applicable local, state or federal law, only that portion of this Agreement so affected shall be ineffective; in no event shall the fact that a portion of this Agreement be not applicable or illegal in accordance with such laws render the remainder of this Agreement ineffective or work a termination.

#### ARTICLE 39: SUCCESSOR CLAUSE

This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns. Successors and assigns for the purpose of this Article applies to a sale or other transfer of the business and ownership of the Company. A sale of assets, either in whole or in part, which does not involve continuation of the workers of the Company to operate such sold or transferred business or assets shall not be subject to the provisions of this Article.

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

#### ARTICLE 40: DURATION OF AGREEMENT

This Agreement shall be in full force and effect from November 29, 1977, to and including September 1, 1980. This Agreement shall automatically renew itself upon expiration of this Agreement unless either of the parties shall have given notice in writing to the other party sixty (60) days prior to the expiration, requesting negotiations for a new Agreement, together with thirty (30) days prior written notice to the State Conciliation Service. During this sixty (60) day period all terms and conditions of this contract shall remain in full force and effect.

Executed this 1 day of December, 1977.

FOR: UNITED FARM WORKERS  
OF AMERICA, AFL-CIO

FOR: COACHELLA GROWERS, INC.

BY: Cesar E. Chavez  
Gilbert Padilla

BY: John E. Brown

APPENDIX A

WAGES

A. Hourly Rates	Effective 11/29/77	Effective 11/29/78	Effective 11/29/79
Fork Lift Operators	\$3.45	\$3.65	\$3.85
B. Piece Rates (Minimum Rates Per Bin)	Effective 11/29/77 through 11/29/78		
Lemons size		\$13.75	
strip		\$13.50	
Grapefruit size		\$ 5.00	
strip		4.50	
Oranges (Riverside)		7.25	

C. The minimum rates set forth at paragraph B above may be reopened by either party to this Agreement on November 29, 1978, and on November 29, 1979, provided sixty (60) days written notice is served on the other party and written notice on the Conciliation Service of the State of California is served pursuant to the Agricultural Labor Relations

Act. Upon the service of said notices, the parties shall commence negotiations for said modification.

Should the parties fail to reach agreement on such modification, 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 November 29, 1978, or November 29, 1979, whichever is applicable.

APPENDIX B

COACHELLA GROWERS, INC  
AND  
UNITED FARMWORKERS OF AMERICA, AFL-CIO

TO: \_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

WORKER'S SOCIAL SECURITY NO. \_\_\_\_\_

SENIORITY DATE: \_\_\_\_\_

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

This work is anticipated to begin on \_\_\_\_\_ and the estimated duration is approximately \_\_\_\_\_ working days. Enclosed please find a postage prepaid card. Please return it as soon as possible so we may know who is returning to work. If time does not permit a mail reply, please call the Company, phone number \_\_\_\_\_, or notify \_\_\_\_\_, who will be the crew foreman.

The starting date is subject to change and the exact date can be obtained as follows, seventy-two (72) hours in advance:

1. Call the Company office, phone number \_\_\_\_\_
2. Call the Union office, phone number \_\_\_\_\_
3. A notice will be posted on the Company bulletin boards and in the Union office.
4. Listen to Radio Station \_\_\_\_\_ for the information.

Remember to bring your social security card on the date you report for work. Failure to respond to this recall may result in loss of your seniority under Article 4, Section 3 (e).

APPENDIX C

LEAVE OF ABSENCE

This is to certify that

\_\_\_\_\_ has been  
granted a leave of absence from \_\_\_\_\_  
\_\_\_\_\_ to \_\_\_\_\_,  
197\_, for the following reasons:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Foreman

\_\_\_\_\_  
Union Steward

APPENDIX D

FAMILY REGISTRATION FORM

We wish to register as a family for the purposes of seniority under Article 4, Section 17 of the Agreement between Coachella Growers, Inc. and the United Farm Workers:

Name of Family Members

Social Security Number

Signed

By \_\_\_\_\_

Mail to: Coachella Growers, Inc.  
P.O. Box 1768  
Indio, California  
(714) 347-8651

## SUPPLEMENTAL AGREEMENT

### PIECE RATES

1. The Company and the Union shall each designate a Piece Rate Representative. Prior to the start of harvesting in any grove or block, the Company and the Union Piece Rate Representatives shall meet to establish a piece rate for the harvesting work in that grove or block for which a particular piece rate is established shall be approximately forty (40) acres. The rate shall be based upon such factors as the type of fruit which is being picked, the yield per tree, the condition of the grove (e.g., the presence of weeds and irrigation borders and whether or not the branches of adjoining trees are tangled or interlocked), the size of the fruit, the method of picking, whether or not a ladder is used, and, if so, the ladder's height.

2. In the event the Company and Union Piece Rate Representatives are unable to agree on a rate for a particular grove.

a. The parties may agree to submit the dispute to arbitration, in which case the employees shall work at the rate established by the Company until the dispute is resolved. The arbitrator shall decide whether the rate established by the Company or the rate proposed by the Union provides the fairer and more equitable compensation. The arbitrator shall have the authority only to select either the rate established by the Company or the rate proposed by the Union and shall have no authority to set another rate himself. In determining which rate should apply, the arbitrator may visit the grove where the rate is in dispute, provided both the Company and Union Piece Rate Representatives are given the opportunity to accompany him on his visit. In the event the arbitrator chooses the rate proposed by the Union, the employees who worked under the rate established by the Company in the disputed grove or block shall be entitled to back pay based upon their actual output while working under the rate established by the Company.

b. If either of the parties refuses to submit the dispute to arbitration, employees working at the particular grove shall be free to refuse to work at that grove without violating Article 6, No Strikes- Lockouts. This shall not relieve employees working at other groves and the Union from the obligations under Article 6, No Strikes-No Lockouts except at the grove where the rate dispute exists. When the dispute as to the rates for that particular grove is resolved, the provisions of Article 6, No Strikes-No Lockouts

shall again be applicable at that grove.

3. William Piver shall be designated as arbitrator to resolve piece rate disputes arising hereunder and shall serve in that capacity so long as both parties agree to his designation. If either of the parties desire that a new arbitrator be designated, the Company and the Union shall select his successor or substitute. If selection cannot be agreed upon, the parties shall request the State of California Mediation and Conciliation Service to designate a staff member of that agency to serve as arbitrator in a piece rate dispute. The restrictions established on the arbitrator's authority set out above shall be applicable to the person designated by the state of California Mediation and Conciliation Service.

4. A full bin shall be defined as level full.

5. The Company shall maintain on a daily basis records as to the actual hours worked by each employee, each employee's earnings, the condition of the grove, the type of fruit being picked, the yield per tree, the size of the fruit, the method of picking, whether or not a ladder is used and, if so, the ladder's height. The Company shall compile such information for each grove or block. Such records shall be made available to the Union, upon request. After the first year of this Agreement, either party may request that the other meet to attempt to negotiate a new method for establishing piece rates. If such request is made, the parties shall meet during a thirty (30) day period to attempt to reach an agreement on a new method for establishing piece rates, taking into account the information developed by the Company during the first year of this Agreement. If the parties cannot agree during this thirty (30) day period on a new method, the method established in Sections 1 and 2 shall continue for the rest of the term of this Agreement.

Executed this 1 day of December, 1977.

UNITED FARM WORKERS OF  
GROWERS, INC. AMERICA, AFL-CIO

COACHELLA

By \_\_\_\_\_  
By \_\_\_\_\_  
Eliseo Medina

John Burns

LETTER OF UNDERSTANDING BETWEEN  
COACHELLA GROWERS, INC.  
AND  
UNITED FARM WORKERS OF AMERICA, AFL-CIO

Re: Article 4, Section 2

In addition to the reasons specified in Article 4, Section 2, the parties agree that promotion of an employee to a supervisory job outside of the bargaining unit for thirty (30) days shall result in a break in seniority.

UNITED FARM WORKERS  
OF AMERICA, AFL-CIO

COACHELLA GROWERS, INC.

LETTER OF UNDERSTANDING  
BETWEEN  
COACHELLA GROWERS, INC.  
AND  
UNITED FARM WORKERS OF AMERICA, AFL-CIO

Re: Article 5

In applying Article 5, Section 9, Grievance and Arbitration, it is understood that the seven and one-half (7-1/2) hours of released time to members of the Ranch and Grievance Committee and stewards is a total amount of time for all of the members of both committees and stewards. Thus, for example, if the three members of the Grievance Committee and two other members of the Ranch Committee and one steward spend one hour during working hours in a grievance meeting, this shall be counted as six hours.

UNITED FARM WORKERS

COACHELLA GROWERS, INC.

LETTER OF UNDERSTANDING BETWEEN  
COACHELLA GROWERS, INC.  
AND  
UNITED FARM WORKERS OF AMERICA, AFL-CIO

Re: Article 11, Section 1

Appointment to an office or position in the Union shall not exceed ten percent (10%) of the workers covered by this Agreement.

UNITED FARM WORKERS OF  
AMERICA, AFL-CIO

COACHELLA GROWERS, INC.

LETTER OF UNDERSTANDING

BETWEEN  
COACHELLA GROWERS, INC.  
AND  
UNITED FARM WORKERS OF AMERICA, AFL-CIO

Re: Articles 12 and 16

It is understood and agreed by the parties, that despite the provisions of Article 12, Maintenance of Standards, the Company may pursuant to Article 16, Management Rights, for legitimate business reasons, change or eliminate a local working condition, if, as the result of action taken by the Company, the basis for the existence of the local working condition is changed or eliminated, thereby making it unnecessary to continue such local working condition, provided however, that if such a change or elimination is made by the Company, any affected employee shall have recourse to the grievance procedure and arbitration, if necessary, to have the Company justify its action. The Company shall not discontinue a local working condition as a result of the signing of the Agreement.

UNITED FARM WORKERS  
OF AMERICA, AFL-CIO

COACHELLA GROWERS, INC.

LETTER OF UNDERSTANDING  
BETWEEN  
COACHELLA GROWERS, INC.  
AND  
UNITED FARM WORKERS OF AMERICA, AFL-CIO

Re: Article 19

It is understood and agreed between the Company and the Union that hours paid for under Article 19, Reporting and Standby Pay, are deemed to be hours worked and subject to all contributions and benefits included elsewhere in the Agreement.

UNITED FARM WORKERS  
OF AMERICA, AFL-CIO

COACHELLA GROWERS, INC.

LETTER OF UNDERSTANDING  
BETWEEN  
COACHELLA GROWERS, INC.

AND  
UNITED FARM WORKERS OF AMERICA, AFL-CIO

Re: Articles 28, 29, and 30

The Company recognizes its obligation to make contributions to the following funds:

1. Robert F. Kennedy Medical Fund
2. Martin Luther King Fund
3. Juan De La Cruz Pension Fund

pursuant to Articles 28, 29, and 30 of the Agreement.

If the Vegetable Master Agreement companies holding contracts with the Union increase their contribution rates to these funds, the Company shall increase its rates in the same amounts and on the same date, or on June 1, 1979, whichever is later. Further, if the Company increases its rates to the above-designated funds pursuant to this Letter of Understanding, the higher rates shall remain in effect until November 29, 1980, notwithstanding the expiration of this Agreement and the execution of a successor agreement.

LETTER OF UNDERSTANDING BETWEEN COACHELLA GROWERS, INC. AND  
UNITED FARM WORKERS OF AMERICA, AFL-CIO

Re: Articles 28, 29, and 30

The Company recognizes its obligation to make contributions to the following funds:

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LETTER OF UNDERSTANDING

BETWEEN  
COACHELLA GROWERS, INC.  
AND  
UNITED FARM WORKERS OF AMERICA, AFL-CIO

Re: Article 36

Where the Company does not have a contract for harvesting, with a particular grower, it shall not be required to provide information, pursuant to Article 36, until a contract is signed. The parties agree, however, that if the Company ever should perform harvesting work under an oral contract, it will provide the Union with the information required by this Article as soon as the oral contract is made.

LETTER OF UNDERSTANDING BETWEEN COACHELLA GROWERS, INC. AND  
UNITED FARM WORKERS OF AMERICA, AFL-CIO

The Company during the term of this Agreement will not reduce the number of hours of work assigned to its harvesting crews solely to eliminate overtime pay liabilities to its forklift operators that otherwise would be incurred.

LETTER OF UNDERSTANDING  
BETWEEN  
COACHELLA GROWERS, INC.  
AND  
UNITED FARM WORKERS OF AMERICA, AFL-CIO

Re: Union Label

Coachella Growers, Inc. does not market any of the agricultural products which it harvests, nor does it market any other agricultural products. If the Company should change its operations and begin itself to market agricultural products, the following provisions shall become applicable:

UNION LABEL

The parties recognize the value and importance of the Union label. The parties wish to ensure that the public will not be defrauded by a misuse of the Union label. Therefore the Company and the Union agree that in the event the Company changes its operation to include marketing products under its own label or someone else's label, then the following provisions shall apply:

A. The Company will make available to the designated Union representative at the Union's request:

Labels:

- (a) Trademark registration
- (b) Printing sources
- (c) Number of labels used

B. The Union label and Union seal are, and shall remain, the sole property of the Union. During the term of this Agreement, the Company shall be entitled to the use of said label and seal. It is agreed that during the term of this Agreement, each shipping package or container harvested and packed by Union members and shipped by the Company shall bear the Union label or seal. In this regard, the Company shall not sell, transfer, or assign its right to use said label or seal except upon written permission of the Union. The color, size and placement of the label or seal on particular packages or containers shall be determined by the Company.

C. Security Clause. In the event of the Company's misuse of the Union label or seal on packages or units harvested and packed by non-Union workers, it is recognized that such misuse will cause damage to the Union. In the event that the Union revokes the Union label or seal, it shall give reasonable notice to the Company, and the Company agrees to return same forthwith, or if same cannot be returned, then, on request of the Union, the label or seal shall be completely obliterated on any package, container, or unit.

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

UNITED FARM WORKERS  
OF AMERICA, AFL-CIO

COACHELLA GROWERS, INC.