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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

ENCINITAS FLORAL COMPANY, INC.

(Blooming and Foliage Divisions)

AND

UNITED FARM WORKERS OF AMERICA, AFL-CIO

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BETWEEN

ENCINITAS FLORAL COMPANY, INC.

(Blooming and Foliage Divisions)

AND

UNITED FARM WORKERS OF AMERICA, AFL-CIO

PARTIES

This Collective Bargaining Agreement and Supplemental Agreements attached hereto, hereafter called "the Agreement," are made this \_\_\_ day of \_\_\_\_\_ 1985 between ENCINITAS FLORAL COMPANY, INC. (Blooming and Foliage Divisions), hereafter called "the Company," and the UNITED FARM WORKERS OF AMERICA, AFL-CIO, hereafter called "the Union," and said Collective Bargaining Agreement and specified Supplemental Agreements shall operate for the purpose of establishing uniform wages, hours, and working conditions as hereinafter defined.

The Parties agree as follows:

ARTICLE 1

RECOGNITION

A. Pursuant to the certification issued in Agricultural Labor Relations Board (ALRB) Case No. 75-RC-20(a)-R, the Company hereby recognizes the Union as the sole and exclusive bargaining agent with respect to the rates of pay, hours of work, and other conditions of employment for all its agricultural employees, hereafter called "workers" (as defined in Section 1140.4(b) of the Agricultural Labor Relations Act (ALRA) employed on its agricultural properties. These operations, including the Blooming and Foliage Divisions,

are currently located in San Diego County. In the event the ALRB certifies the Union as the representative of other employees of the Company who are not herein included within the certified unit, such additional employees shall be included under the terms of this Agreement. Excluded from the bargaining unit are all other employees of the Company, including but not limited to office clerical and sales employees, managerial employees and supervisors as defined in Section 1140.4(j) of the ALRA.

B. 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 Agreement.

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

D. Neither the Company nor its representative 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.

E. Neither the Company nor its representatives will interfere with the right of any worker to join and assist the Union. The Company will not grant any advantage, nor more favorable consideration, nor any form of special privilege to any workers because of non-participation in Union activities.

F. 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 and will not discourage workers in the bargaining

unit from actively supporting and participating in the collective bargaining and contract administration functions.

G. The Union will make known to all workers their obligations as well as their rights under this Agreement, including, but not limited to, satisfactory job performance consistent with safety and good health.

## ARTICLE 2

### UNION SECURITY

A. Union membership shall be a condition of employment. Each worker shall be required to become a member of the Union immediately following five (5) working days after the beginning of employment, or five (5) working days from the date of the signing of this Agreement, whichever is later, and to remain a member of the Union in good standing during his employment with the Company. The Union shall be the sole judge of the good standing of its members. Any worker who fails to become a member of the Union within the time limit set forth herein, or who fails to pay the required initiation fee, periodic dues or regularly authorized and uniformly applied assessments as prescribed by the Union, or who has been determined to be in bad standing by the Union pursuant to its standard and uniformly applied provisions shall be discharged within five (5) working days from receipt of written notice from Union to Company, and shall not be eligible for reemployment until receipt of written notice from Union to Company of the worker's good standing status.

B. The Company agrees to furnish the Union, in writing, within one week after the execution of this Agreement, a list of its employees covered by this Agreement giving their names, addresses, Social Security numbers, and job classifications.

C. The Company agrees to deduct from each worker's pay initiation fees, periodic dues and assessments, as uniformly required by the Union, upon presentation by the Union to the Company of individual written authorizations signed by such workers directing the Company to make such deductions. The Company shall make such deductions from such worker's pay for the payroll period in which such written authorization is submitted, provided that it is submitted at least one week in advance of the close of the payroll period, and periodically thereafter, as long as such written authorization remains in effect, and shall remit such monies to the Union each pay period. The Company shall provide a payroll period summary report as soon as possible, normally within 10 days (30 days for the first three months after the date of execution of this Agreement) after the ending date of each respective pay period; said summary report to include the names of the workers, Social Security numbers, payroll period covered, gross wages per worker, total hours worked per worker, total number of workers and amount of union dues, initiation fees and assessments, as applicable, deducted during each pay period from each worker. The Union will notify the Union in writing of the amount of applicable dues, initiation fees and assessments within five (5) days of the execution of this Agreement and five (5) days before the effective date of any change.

D. The Union will furnish the Company with membership and authorization forms. If the Company procures workers from "any other source" as provided in Article 3, the Company, will, at the time of hiring such new workers, advise the new workers that Union membership is a condition of employment and explain the membership and deduction authorization arrangements between the Company and the Union. The Company will be responsi-

ble for providing such workers with the membership and check off authorization cards upon the day of hire, but in any event not later than five (5) working days after the beginning of employment. After signing the authorization form, one copy will be retained by the worker; one copy will be retained by the Company for its use pursuant to Section C above, and the Company will promptly submit the other copy, along with the completed membership application, to the Union's area office within the five (5) working day time limit prescribed above.

E. 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.

F. The Union shall advise the Company of the names of its duly authorized and designated representatives in writing. Such notices shall be effective upon receipt by the Company.

### ARTICLE 3

#### HIRING

A. The Union shall operate and maintain a facility whereby Company may secure new or additional workers. The Union will notify Company of the address and phone number of the facility nearest the operations of the Company and the name of the person in charge of the facility.

B. Company recalls of seniority workers shall be pursuant to Section G of Article 4 - SENIORITY. Workers returning to work on recall shall check in with the Union Steward on the jobsite to verify that the worker's name is on the seniority list.

C. Whenever the Company requires new or additional workers to perform any work covered by this Agreement, the Company shall notify the Union facility referred to in Paragraph A above, normally at least two (2) weeks prior to the estimated starting date for such work. This notification shall be made as early as possible as this assists in the planning, communications, and location/relocation of workers. This notification shall normally be in writing and will state the number of workers needed, the type of work to be performed (applicable Job Description), the estimated starting date of the work, and the approximate duration thereof. The Company shall notify the Union promptly of any change in the estimated date and normally shall give the Union the exact starting date at least three (3) working days prior to the actual date and time workers are to report to work.

D. In the application of this Article, the Union shall have the opportunity to procure/provide one-half ( $\frac{1}{2}$ ) of the needed new or additional workers and the Company shall have the opportunity to obtain the other one-half ( $\frac{1}{2}$ ) of the new or additional workers by any lawful means from any lawful source. The Company's Blooming and Foliage Divisions and its regular year-round and seasonal positions shall be treated separately for purposes of computing the number of such workers to be obtained from the Union, in accordance with the following procedures:

1. Whenever new or additional workers are required in the Blooming and/or Foliage Division, the Company shall advise the Union, in accordance with Paragraph C above, as to how many workers the Union should provide, which number shall equal one-half ( $\frac{1}{2}$ ) of the total number of such workers needed.

2. In the event an odd number of such workers is needed, the parties shall alternate with regard to the right to procure/provide the extra worker in each instance, with the understanding that the first opportunity to procure/provide shall be given to the party (Union or Company) other than the party which procured/provided the immediately previous worker of that category (regular year-round or seasonal position) hired by the Company in the applicable Division.

3. Whenever the Union is unable to procure/provide the needed worker(s), the Company may, pursuant to this Article, obtain from any lawful source, notwithstanding the percentage requirements set forth above.

4. Nothing contained herein shall preclude the Company from requesting that the Union procure/provide more than its share of such workers in any particular instance for the Blooming and/or Foliage Division.

E. When workers are requested from the Union facility, the Union shall use its best efforts to furnish the requested number of workers and shall notify the Company within forty-eight (48) hours after receiving from the Company the exact and committed starting date and time, as provided for in Paragraph C above, as to the number of workers given work orders to report for work. Upon receipt of such forty-eight (48) hour notice, if the Union will not be able to furnish the requested number of workers on the starting date specified by the Company, or if the Union does not actually furnish the previously requested and promised number of workers on that date, the Company shall be free to procure the needed workers from any other source. When the Company secures workers under the provisions of this paragraph and Paragraph D above, it will make available to the Union, in writing, within five (5) working days thereafter, the names, Social Secu-

rity number, date hired, and job classification of all workers so hired. The Union shall also be entitled, acting on its own, to ascertain such information from such workers at any time after twenty-four (24) hours following the hiring of such workers, providing work is not interrupted.

F. When the Company requests workers from the Union facility for jobs which require special skills or experience, the Union will refer worker(s) who meet the specified written Job Description(s). Before the Company makes a determination that a referred worker does not meet the job requirements, the job duties and requirements will be fully explained to the worker and, if requirements for prior experience, if and as specified in the applicable written job description, are satisfied, the workers will be given a reasonable opportunity to demonstrate that he is able to perform the work in question. Terminations of such workers shall be subject to the provisions of Article 4 - SENIORITY, and Article 8 - DISCIPLINE AND DISCHARGE of this Agreement; however, trainee terminations are governed by Section B of Article 4 - SENIORITY.

G. The Company may request that workers to be referred by the Union report to the Company's office prior to the actual time set, but if practicable, normally on the date set for the commencement of work, for the purpose of filling out necessary forms and having the job explained to them.

H. It is essential that the Union have advance notice of any layoffs so that it may make the utmost utilization of available workers. Accordingly, the Company will notify the Union as soon as possible prior to any layoff, normally at least seven (7) calendar days (five (5) working days) in advance.

I. The number of workers requested by the Company shall be reasonably related to the amount of work to be performed, as determined by the Company.

J. The Company shall have no obligation to hire a worker(s) whose seniority has been terminated pursuant to Article 4, Section C(1) through (4).

K. In the event it is necessary to lay off worker(s) before they acquire seniority, and they are again dispatched to the Company, they will be given work opportunity by the Company on the same basis as any other non-seniority worker.

#### ARTICLE 4

#### SENIORITY

A. All regular year-round employees shall have seniority dates based on their original dates of hire in either the Blooming or Foliage Division unless seniority has been broken in accordance with Section C of this Article. If seniority is or has been broken, then it shall be computed from such employee's most recent date of hire as provided above. After such an employee has worked for the Company for at least ten (10) working days within the preceding three (3) calendar month period, he shall acquire seniority on the tenth (10th) day of work, retroactive to his adjusted date of hire. All seasonal employees shall have seniority dates based upon the number of payroll periods in which they work in either the Blooming or Foliage Division, subject to Section H below. In all instances, seniority shall be computed separately for the Blooming and Foliage Divisions. There shall be no layoffs for the purpose of circumventing the acquisition of seniority.

B. The Company and the Union recognize that the Company's business is unique because there are not the seasonal peaks of employment prevalent in most segments of agriculture, and workers employed by the Company have the opportunity for practically year-round work. Accordingly, it is agreed that a new worker who has not yet acquired seniority with the Company shall be considered in a trainee status for his initial ten (10) days of work within a Division during a consecutive three (3) calendar month period, leading to and culminating in the acquisition of Company seniority by Division and that the employment of a trainee may be terminated during this initial period for unsatisfactory work performance, without resort to the grievance procedures of this Agreement, provided the following criteria have been met:

1. The Trainee must have been given the opportunity to work long enough to have a reasonable opportunity to learn the job/equipment operation and for the Company to make a reasonable evaluation of the work performance.

2. In no event shall a Trainee be terminated in violation of Article 9 -- NO DISCRIMINATION, or for any off-the-job activity; and

3. In the event the Company decides to terminate the Trainee, the reasons shall be specified in writing, signed by a Company representative, given immediately to the Trainee involved, and sent to the authorized Union representative.

C. Seniority shall be lost for the following reasons:

1. Voluntary quitting or abandoning job;
2. Discharge for just cause;

3. When on layoff, failing to report back to work after notice is given to the employee's last known address on file with the Company in accordance with Section G of this Article, unless satisfactory reasons are given, which shall not include continuation of other employment;

4. Except in an emergency, when a worker fails to report to work on the next scheduled working day following the termination of a leave of absence without an approved extension as per Article 11 -- LEAVES OF ABSENCE or from a vacation or when a worker secures other employment during an authorized leave of absence;

5. When a worker leaves the bargaining unit to accept a permanent supervisory or other position with the Company outside the bargaining unit.

6. When a seasonal worker is on layoff for twelve (12) consecutive calendar months.

D. Any worker rehired after loss of seniority as provided above shall establish a new seniority date, subject to Sections A and B above.

E. Within five (5) calendar days after the close of each payroll period, the Company shall provide the Union with a list of workers, by name and social security number, who lost seniority during the prior payroll period as provided above.

F. In layoff of workers for lack of work, the following procedures shall apply:

1. All seasonal workers shall be laid off first;
2. All workers without Company (Divisional) seniority shall be laid off next;

3. Workers in the lowest Job Classification in each Division shall normally be laid off next (lowest Divisional seniority first), with the understanding that each Job Classification shall be considered separately for purposes of work force reduction in order to achieve a balanced work force commensurate with seasonal or long-term business cycle needs;

4. Layoffs shall not be used to circumvent the concepts of seniority;

5. It is essential that the Union have advance notice of any layoff so that it may plan for the utmost utilization of available workers. Accordingly, the Company will notify Union as soon as possible prior to any layoff of a worker within either division, normally at least seven (7) calendar days (five (5) working days) in advance.

G. The Company, when anticipating the recall of seniority workers in either Division, shall notify the Union and the workers, in writing, as early as possible, but not less than fourteen (14) calendar days prior to the estimated starting date of the work and shall specify the approximate duration thereof. In recall of workers from layoff in either Division, and in recognition of the need for a balanced work force, workers may be recalled under the same concepts stipulated above for layoff. The Union shall also be provided with the workers' names, social security numbers, seniority dates, job classifications, and anticipated dates of recall. All notices shall be mailed First Class, with copies to the Union. The worker shall advise the Company of his intention to return to work either on a Company provided form or by telephonic response at least five (5) calendar days before the date on which he is to commence work. If the Company fails to receive such notification from the worker within said period of time, the Company

shall have the right to contact the next senior employee on the recall list by telephone in an attempt to fill such vacancies. In this regard, it shall be a condition of employment and the right to be recalled for each seasonal and year-round employee, to have on record with the Company both a current mailing address and, if possible, a telephone number where such messages may be left.

When recall letters sent to workers are returned to the Company with Postal Service notification of non-delivery, the Union shall be notified of worker's name and address from which letter was returned. The Company shall make available to the Union copies of any returned letter and envelope upon request.

H. Promotions and/or the filling of vacancies for existing or new jobs within the bargaining unit shall essentially reflect the concept of consideration and opportunities for advancement on the basis of Divisional Seniority and worker qualifications. Whenever a permanent vacancy occurs in a job classification higher than General Blooming Plant/Foliage Greenhouse Worker, such vacancy shall be posted on the Company's bulletin board. A copy of such posting shall be provided to the Union. The posting shall be made at least five (5) working days before the vacancy is permanently filled; provided, however, that the posted job may be filled by the Company on a temporary basis until it is permanently filled. Regular year-round workers with seniority desiring consideration for the higher rated job will so indicate by signing the posting. The most senior such worker who signed the posting and who also meets the job qualifications specified in the respective Job Classifications appended to this Agreement shall be selected for the vacancy and shall be given a reasonable opportunity to qualify, which need not

exceed one (1) working day. While so attempting to qualify for the job, such worker shall be paid in accordance with his prior rate of pay. If such worker cannot perform the job satisfactorily, he shall return to his former work after which the Company will select the next most senior regular year-round worker who signed the posting and continue the same procedure. Any disputes in connection with the foregoing posting procedure shall be subject to the grievance procedures of this Agreement.

It is further agreed that seasonal workers who have acquired Divisional Seniority (as defined in Section A above) shall be given first opportunity to bid for regular year-round openings in the lowest classification in their respective Divisions in accordance with the procedures set forth above, prior to the Company's offering any such positions to new hires. A seasonal worker who successfully bids on such an opening shall be given credit, for purposes of determining his seniority date, for all days worked prior to being designated a year-round worker.

I. Beginning with the signing of this Agreement and each calendar quarter thereafter, the Company shall provide the Union with up-to-date seniority lists by Division showing the name of each regular year-round worker, his seniority date, social security number, and job classifications. The Company shall similarly provide the Union with separate seniority lists by Division showing the name of each seasonal worker, the number of payroll periods of work credited to him, his social security number and job classification. When more than one worker has the same effective seniority date or number of credited payroll periods, as the case may be, the worker with the highest last four digits in his social security number shall have the higher seniority. The Company shall also post these Divisional Seniority

lists in conspicuous places for examination by the workers and the Union. The Union may review the accuracy of the seniority lists and present to the Company any error it may find on such lists.

J. When a regular year-round worker is promoted, he shall have a date of entry seniority in the new classification but retain his original Divisional Seniority for all other purposes. However, if a promoted worker is to be laid off because of permanent job elimination, he shall be entitled to bump any less senior worker in his former classification within the Division.

K. Nothing contained herein shall preclude the parties (Company and Union) from mutually agreeing to the interdivisional transfer of a worker in appropriate circumstances; provided, however, that where a worker is allowed to transfer from one Division to the other, he shall be subject to the requirements of Paragraph B above. Upon satisfactory completion of the training period, the worker's Divisional seniority date shall be the same as that which was applicable to him in the Division from which he transferred, but he shall have a date of entry seniority in the new classification to which he was transferred. In the event the worker fails to qualify for work in the new Division, he shall be entitled to return to work in his former Division and classification, with no loss of seniority. It is the intent of the parties, by this Paragraph K, to use their best efforts not to discourage or prevent a worker from broadening his experience with the Company while at the same time giving due regard to the necessity for efficient operating procedures of the Company and the rights of workers who remain in one Division. Accordingly, no more than one request per worker for an interdivisional transfer shall be entertained by the parties in any calendar year.

L. It is understood that the Company and the Union will consider, upon request of either party, deviations from the seniority provisions regarding the application of seniority, and, if in agreement, will jointly stipulate in writing to the deviations agreed upon. The intent of this provision is primarily to resolve isolated or unique combinations of circumstances which are at this time unforeseen by either party, but which could arise that would mutually be recognized as unfair and/or unworkable.

#### ARTICLE 5

##### GRIEVANCE AND ARBITRATION PROCEDURE

A. The parties agree that all disputes which arise between the Company and the Union out of the interpretation or application of this Agreement shall be subject to the grievance and arbitration procedure. The parties further agree that the grievance procedure of this Agreement shall be the exclusive remedy with respect to any disputes arising under this Agreement.

B. A Grievance Committee of up to five (5) workers may be established by the Union, one or more of whom may also be designated as a Steward, and no more than three (3) of whom may participate in the processing of a given grievance. Time lost from his job in one (1) Steward's processing of grievance at the First Step of the grievance procedure shall be without loss of pay. Time lost by one (1) Steward, one (1) other grievance committeeman and the grievant in processing grievances at the Second Step of the grievance procedure shall be without loss of pay if the parties mutually agree to conduct such a meeting during working time; provided, however, that the Steward shall be allocated a maximum of two (2) hours per week, non-accumulative, to perform this function during working hours without loss of pay. However, in making this determination, due consid-

eration shall be given to the nature of the grievance and whether operations would be unduly interrupted on that given day by holding the Second Step meeting during working time. In the event the Second Step meeting is not conducted during working time, it shall be held either immediately before or after a workday or during an authorized break period. If there is more than one (1) worker aggrieved on a given grievance, only one (1) worker representing those grievants shall have the right to be present at Step 2 of the grievance procedure during working hours, as provided above.

C. At the request of the Union, the Company shall, where practicable, have the involved supervisor present at each step of the grievance procedure where such attendance is necessary and relevant to the specified grievance.

D. Grievances dropped by either party prior to an arbitration hearing shall be considered as withdrawn without prejudice to either party's position on a similar matter in the future.

E. FIRST STEP: Any grievance arising under this Agreement shall be immediately taken up between the Company representative involved and a Union Steward of the Division involved. They shall use their best efforts to resolve the grievance, and the Company's response to the grievance shall be given to the Union Steward within two (2) working days after the First Step meeting. If the grievance is not resolved in the First Step, it may be referred to the Second Step if the nature of the grievance is first reduced to writing. Failure to file a grievance in writing within thirty (30) calendar days from the event giving rise to the grievance or the discovery thereof by the grieving party shall constitute a waiver of such grievance; a grievance

over a discharge which is not filed in writing within ten (10) workdays from the date of discharge shall similarly be deemed waived.

F. SECOND STEP: Any grievance not resolved in the First Step shall, after being reduced to writing, be taken up by one (1) Union Steward of the Division involved, one (1) other grievance committeeman and the grievant and the Division Manager of the Company, or his designee, within ten (10) calendar days of the filing of the written grievance. A representative of the Union may also participate in such meeting. If the grievance is not satisfactorily resolved in such meeting, the party receiving the grievance shall give a written response to the other regarding its position and reasons therefor within two (2) working days.

G. THIRD STEP: In the event the grievance is not resolved in the Second Step, the moving party may, in writing, refer the matter to arbitration, which referral shall be made not more than thirty (30) calendar days from receipt of the Second Step written response. In accordance with this Article, the parties will make a good faith effort to agree on a permanent arbitrator whose duty it shall be to decide upon any grievance as described above. In the event a permanent arbitrator is thus selected, and after such arbitrator has served for at least six (6) months, either party may request, upon thirty (30) days' written notice to the other, that the identity of the said permanent arbitrator be changed and a new one be selected. If the arbitrator shall at any time be unable or refuse or fail to act, or if he vacates his position, the Company and the Union shall immediately select his successor or substitute. In the event the parties are unable to agree upon a permanent arbitrator, they shall select an arbitrator for each case from a list of seven (7) persons submitted to the parties by the California State

Mediation and Conciliation Service. Each party shall alternately strike one name from said list (the first strike being determined by a coin toss) and the last name remaining shall be the arbitrator. If said individual is unable or unwilling to serve, the parties shall request a new list of seven (7) names from the California State Mediation and Conciliation Service and the process shall be repeated.

The arbitrator shall consider and decide only the grievance referred to him, and his decision shall be final and binding on the Company, the Union, and the employees. The arbitrator shall have no authority to modify, amend, change, alter, or waive any provision of this Agreement. The arbitrator shall have the authority to revoke or modify any form of discipline and to award backpay for loss of earnings if he so determines. The arbitrator shall have access to Company or Union property as necessary and relevant to the resolution of the specific grievance, providing no interference with the business of either party results.

H. Unless otherwise mutually agreed, all testimony taken at arbitration hearings shall be under oath, reported and transcribed. The arbitrator's fees and expenses shall be paid by the losing party. The expenses and fees, if any, of a hearing room shall be paid by the losing party. If a question arises as to the identity of the losing party, this shall be decided by the arbitrator hearing the grievance then in dispute. The party or parties ordering a transcript shall bear the cost thereof. All other expenses incident to the arbitration shall be borne by the party incurring them.

I. Should either party refuse to participate in any steps of the grievance machinery, where the grieving party has complied with the procedural requirements thereof, the grieving party shall have the right to refer

the matter to arbitration for consideration in a formal hearing. Such hearing may be ex parte, i.e., with only one side present, provided that the arbitrator shall temporarily delay an ex parte hearing to permit immediate bona fide efforts to settle an issue without a hearing or to resolve any misunderstanding as to the existence of a dispute.

J. EXPEDITED GRIEVANCE AND ARBITRATION: The grieving party may agree to waive the initial steps of the grievance procedure and invoke an expedited procedure to have an unresolved grievance regarding an alleged violation of Article 1 - Recognition, Article 2 - Union Security, Article 3 - Hiring, Article 4 - Seniority, Article 6 - No Strike or Lockout, Article 11 - Leaves of Absence, and/or Article 14 - Health and Safety immediately heard before the arbitrator, but in any event not later than three (3) calendar days (excluding Saturdays and Sundays) after the day on which the grieving party notified the other party in writing that the grievance, having first been reduced to writing, must be expedited. The parties agree to meet in the time between such notification of the invocation of the expedited procedure and the hearing before the arbitrator in an attempt to resolve the grievance. The duties and the authority of the arbitrator shall be the same as under Section G above. If mutually agreed, the arbitrator shall issue a bench decision, but in any event will issue a written decision within twenty-four hours of the close of the expedited hearing.

The parties may also agree to waive the initial steps of the grievance procedure and to proceed immediately to an arbitration hearing in the case of any other written grievance which is filed pursuant to this Agreement, in addition to those involving alleged violations of the Articles specified above. Upon such agreement, the parties shall use their best efforts to

have the matter referred to the arbitrator for decision within three (3) calendar days (excluding Saturdays and Sundays) from the time of such agreement. The duties and authority of the arbitrator under such circumstances shall be the same as provided above. In such circumstances, the parties may also agree that the arbitrator issue a bench decision in such cases within twenty-four (24) hours of the close of the hearing.

K. Nothing in this Article shall be deemed to preclude the Trustee/Directors of the Robert F. Kennedy Farm Workers Medical Plan and/or the Juan de la Cruz Farm Workers Pension Plan, from enforcing contributions due these funds under this Agreement by means of litigation.

L. In the event that there is a work interruption of any kind, the parties agree to make an immediate joint effort to end such interruption, which may include contacting the arbitrator. The arbitrator shall order an end to such interruption, personally if possible, or by telephone, and shall immediately attempt to resolve the dispute. This in no way alters the obligation or liability of either party under this Agreement.

#### ARTICLE 6

#### NO STRIKE OR LOCKOUT

A. The Company and the Union agree that the grievance and arbitration procedures provided for herein are adequate to provide for a fair and final determination of all grievances arising during the term of this Agreement and that such procedures shall be the exclusive remedy for such grievances.

B. During the term of this Agreement, employees covered by this Agreement shall not engage in any strike, slowdown, sitdown, work stop-

page, boycotts, or picketing against the Company, and neither the employees, the Union, nor any officers, agents, or representatives of the Union shall authorize, assist, encourage, condone, ratify, or lend support to, or in any way participate in any such activities.

C. The Company agrees not to engage in any lockout during the term of this Agreement.

D. The Union shall be responsible for using its best efforts to stop any conduct by its members which is in violation of this Article.

E. The Company may discharge or discipline any employee who violates the provisions of this Article, subject to the grievance procedure.

#### ARTICLE 7

##### RIGHT OF ACCESS TO COMPANY PROPERTY

A. Duly authorized and designated representatives of the Union shall have the right of access to Company premises covered by this Agreement in connection with the conduct of normal union affairs in the administration of this Agreement. Union representatives shall make every reasonable effort to confer with workers during non-working periods such as break periods, lunch period, and before and after the workday. Such worker conferences shall be conducted expeditiously so as to cause a minimal interruption in job performance. No more than three (3) such representatives shall be on any Company range at any one time, unless the parties otherwise mutually agree.

B. Before a union representative contacts any of the workers during working hours pursuant to Section A of this Article, such representative shall notify the Division Manager of the Company, or his designee, as to the time and duration of his proposed contacts with employees and shall specify the location of his proposed contacts as well as the number of proposed

contacts he intends to make. For safety considerations, the Company may elect to accompany a union representative to the general work area which he wishes to visit, but such accompaniment shall not be used to infringe upon the union representative's right to interview privately any employee covered by the terms of this Agreement.

C. The Union shall advise the Company of the names of its duly authorized and designated officials in writing. Such notice shall be effective upon receipt by the Company. The Union shall promptly notify the Company in writing of any change in the identity of its duly authorized and designated officials, steward(s) and grievance committeemen.

#### ARTICLE 8

##### DISCIPLINE AND DISCHARGE

A. The Company shall have the sole right to discipline and discharge workers for just cause, providing that in the exercise of this right it will not act in violation of the Agreement. No workers shall be disciplined or discharged except for just cause.

B. Prior to any discharge, the Company shall notify the designated steward or other Union official and such Union representative shall have the right to be present when formal charges are made, if he so desires; provided, however, that if a situation occurs wherein the Company deems it necessary to take immediate action, such as when the safety of employee(s) or preservation of property is in issue, and no steward or Union representative is available, the Company may take such action and must thereafter give written notice to the Union within the time limit set forth in Section C below.

C. The designated steward or other Union representative shall have the right to interview workers in private so long as such interview does not

unnecessarily interfere with work requirements. Within five (5) workdays following any discharge for just cause, the Union will be notified in writing as to the reasons for such discharge. Discharges and other disciplinary action are subject to the grievance and arbitration procedures of this Agreement.

D. All written warning notices issued to workers shall be expunged from their files one (1) year after the date of issuance.

#### ARTICLE 9

#### NO DISCRIMINATION

In accordance with the past and present policies of the Company and the Union and subject to applicable California and federal laws, it is agreed that there shall be no discrimination against any worker because of race, age, creed, color, religion, sex, political belief, national origin or language spoken.

#### ARTICLE 10

#### WORKER SECURITY

A. Refusal to cross a legitimate and bone fide picket line as defined in this section, in connection with the performance of the worker's job functions, shall not be deemed a violation of this Agreement. Such a picket line is one established and maintained by a union, acting independently of the Union party to this Agreement, at or about the premises of an employer with whom it is engaged in a bona fide dispute over the wages, hours, or working conditions of the employees of said employer, a majority of which employees it represents as their collective bargaining agent. Collusive picket lines, jurisdictional picket lines, hot cargo picket lines, secondary boycott picket lines, informational picket lines, and demonstration picket

lines are not legitimate and bona fide picket lines within the meaning of this Article.

B. No worker under this Agreement shall be required to perform work that normally would have been done by employees of another employer who are engaged in a strike, as defined in Section A above..

## ARTICLE 11

### LEAVES OF ABSENCE

#### Leaves Of Absence For Union Business

A. Any worker elected or appointed to an office or position in the Union shall be granted a leave of absence for a period of continual service with the Union upon written request of the Union. Not more than two (2) such workers shall be eligible for such leave of absence at any one time and two (2) weeks' written notice must be given the Company before the worker takes leave to accept such office or position or chooses to return to work. Such leave of absence shall not exceed one year per worker and shall be without pay. Seniority shall not be broken or suspended by reason of such leave.

B. A leave of absence without pay, not to exceed three (3) days per worker per calendar year for Union business (in addition to leaves of absence which may be required for negotiations between the Company and the Union) shall be granted under the following conditions:

1. Written notice shall be given by the Union to the Company at least five (5) workdays prior to the commencement of any such leave, except in an emergency.

2. No more than three (3) workdays total in each quarter of a calendar year may be utilized for such leave, whether taken by one worker or a group of workers;

3. No more than three (3) workers or five (5) percent of the Company's work force working when the leave is requested, whichever is greater, shall be granted such leave of absence under this Section at any one time; and

4. This Section shall not apply to a worker whose job skill is vital to the Company's ability to operate during the period for which such leave is requested.

#### Other Leaves

C. A leave of absence without pay shall be granted employees who have acquired seniority for any of the following reasons, without loss of seniority:

1. For witness duty, in the United States, when subpoenaed;

2. Up to one (1) year for verified personal illness, pregnancy, or other physical incapacity requiring absence from the job (the Company may require substantiation by medical or other adequate proof);

3. Up to thirty (30) days for valid personal reasons, if fourteen (14) days' written notification is given to the Company, except in the case of an emergency.

Leaves for illness, physical incapacity or valid personal reasons may be extended by the Company if a request for such an extension is made by the employee, in writing, to the Company prior to the termination of the original leave; provided, however, that a request for an extension may be submitted simultaneously with the request for a leave of absence for valid

personal reasons, if the employee, because of a special circumstance, will need additional time. All requests for and granting of leaves of absence and extensions thereof shall be in writing except for emergencies.

The granting of a leave of absence for valid personal reasons, except for emergencies, under subparagraph 3 above is contingent upon the Company's acquiring, if needed, a qualified replacement for any employee who desires such leave of absence and is further contingent upon the employee not engaging in other employment during such leave of absence.

D. If a leave of absence is found to have been obtained by fraud or misrepresentation, the employee may be subject to action under Article 8, Discipline and Discharge. The Company may request reasonable proof or verification of the basis for an employee's request for a leave of absence under this Article.

E. Leaves of absence under this Article, where more workers have applied for a leave of absence for the same period than can be reasonably spared by the Company, shall be allocated on the basis of seniority, with the worker having the highest seniority having the first preference for that leave of absence. However, where a worker requests an emergency leave, the Company may agree to his leave in preference to that of other workers with higher seniority.

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

## ARTICLE 12

### MAINTENANCE OF STANDARDS

The Company agrees that all conditions of employment for workers relating to wages, hours of work, and general working conditions shall be maintained at no less than the highest standards in effect since 1977. Conditions of employment shall be improved in accordance with specific provisions for improvement made elsewhere in this Agreement.

## ARTICLE 13

### SUPERVISORS AND MANAGEMENT TRAINEES

Supervisors, management trainees, and other employees not included in the bargaining unit, other than designated family employees specified in this Agreement, shall not perform any work covered by this Agreement except for instruction, training, testing equipment, experimental and developmental work, emergencies, or occasional and incidental type of work by supervisors where the intent is not to deprive workers in the bargaining unit of work.

The Company will not utilize supervisors or management trainees for the purpose of avoiding the recall of bargaining unit workers from layoff or where such would cause the layoff of bargaining unit workers.

## ARTICLE 14

### HEALTH AND SAFETY

A. The Company agrees to make available to the Union, upon reasonable request, such records as will disclose the following:

1. Location of field treated with injurious insecticides;
2. Name of material used by brand name, chemical name, and registration number;

3. Date and time material was applied and its formulation;
4. Amount of material applied and its formulation and concentration;
5. Method of application;
6. Applicator's name and address, if any.

B. The Company will comply with all applicable laws relating to the health and safety of farm workers and will not use banned insecticides such as, but not limited to DDT, DDD, DDE, Aldrin, and Dieldrin. The Company will continue to comply with applicable law pertaining to re-entry time.

C. No worker will be required to work in any work situation which would immediately endanger his health or safety. All workers shall be required to use and/or wear all protective equipment and/or clothing as required by applicable laws and regulations.

D. In accordance with law, there shall be adequate toilet facilities readily accessible to workers that will be maintained by the Company in a clean and sanitary manner; furthermore, all workers who utilize such facilities shall ensure that they are left in a clean and sanitary condition.

E. Each place where there is work being performed shall be provided with suitable, cool, potable drinking water convenient to workers. Individual paper drinking cups or drinking fountains shall be provided.

F. Tools and equipment historically provided and necessary to perform the work, and protective garments as required by law 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 which was checked out to them, but shall not

be responsible for normal breakage, wear and tear. Workers shall be charged actual cost for equipment that is not returned. Receipts for returned equipment shall be given to the worker by the Company.

G. Adequate first aid supplies shall be provided and kept in clean and sanitary dustproof containers.

H. When a worker who applies agricultural chemicals is on the Company payroll, one baseline cholinesterase test and other additional tests shall be taken on those workers so employed at the Company's expense when organo-phosphates are used and, if requested, results of said test(s) shall be given to an authorized representative of the Union. The Company shall continue to comply with applicable laws and regulations pertaining to the administration of cholinesterase tests.

#### ARTICLE 15

#### MECHANIZATION

In the event the Company decides to mechanize any of its operations in any way that will result in the permanent displacement of bargaining unit 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 placing of displaced employees in other jobs with the Company, the training of employees for other jobs with the Company, or the placing of such employees on a preferential rehire list which the Company and the Union will use in conjunction with Articles 3 and 4, Hiring and Seniority.

## ARTICLE 16

### MANAGEMENT RIGHTS

The Company has and retains all inherent rights of management and the commensurate obligations and responsibilities, except as expressly and specifically limited or modified by some other provision of this Agreement and/or by law or government regulation.

These management rights and integral operations and responsibilities include, but are not limited to: deciding the nature, scope, and location of the business; determining the products, quantities, and quality of items to be produced; developing and implementing design, operating and production techniques and methods, including introduction of new equipment and machinery that are safe, efficient and productive; planning for, assigning, training, and supervising all of the workers; planning, determining, establishing and managing production and work schedules; deciding whether, where and when overtime is to be worked.

## ARTICLE 17

### NEW OR CHANGED OPERATIONS

In the event a new or changed operation within the bargaining unit is instituted by the Company, which operation does not fit within any of the existing job classifications, the Company shall set the wage in relation to the classifications and rates of pay in Appendix A and shall give the Union written notice 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 such notice. In the event such rate cannot be mutually agreed upon between the Union and the Company, the same shall be submitted to the grievance procedure for determination beginning at the second step.

Any rate agreed upon or as determined through the grievance procedure shall be effective from the installation of such new or changed operation.

#### ARTICLE 18

##### RECORDS AND PAY PERIODS

A. The Company shall keep full and accurate records, including total hours worked, piece rate or incentive rate records, if any, 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 worker's piece rate production for crews paid on a crew basis, if any, shall be given to the appropriate union steward.

B. The Union shall have the right, upon reasonable notice given to the Company, to examine timesheets, work production or other payroll records that pertain to the worker's compensation in case of a dispute pertaining to such matters. The Company reserves the right to have its representative(s) present at all times during such inspection. No original record shall be removed by the Union or its representative(s).

#### ARTICLE 19

##### INCOME TAX WITHHOLDING

The Company shall deduct federal and state income tax in accordance with standard practices, with scaled scheduled deductions for all workers agreeing in writing to such withholding. Such agreement shall be binding upon the worker during his employment with the Company, subject to his written revocation thereof.

ARTICLE 20

BULLETIN BOARDS

The Company will provide one bulletin board placed at a central location on each range of its operations, upon which the Union may post notices of union business; provided, however, that such notices shall not be posted nor remain posted if in violation of any provision of this Agreement and they shall be signed by the Ranch Committee member(s) posting them.

ARTICLE 21

SUBCONTRACTING

A. It is the intent of this Article that, in accordance with long existing and well recognized and established past practices, all work which can be properly, safely, and economically performed by workers covered by this Agreement will be assigned to and performed by them. The Company, however, reserves the right to subcontract any work which may require special skills, knowledge, experience, or equipment not possessed by the Company and/or the workers covered by this Agreement. In the event the Company decides it is necessary to subcontract any work, it agrees, normally in advance of such subcontracting, to give the Union a complete explanation of the work to be subcontracted and the reasons for so doing.

B. Any workers of the subcontractor who actually operate or maintain the equipment or perform the specialized skills shall not be covered by the terms of this Agreement. Any supporting work in connection with such subcontracting, which does not involve the operation or maintenance of specialized equipment or the utilization of specialized skills shall be performed by bargaining unit workers.

C. No subcontracting shall be done where the intent of the Company is to deprive workers in the bargaining unit of work.

ARTICLE 22

LOCATION OF COMPANY OPERATIONS

The Company shall provide the Union, upon request, with the exact locations of the Company's agricultural operations covered by this Agreement for use by union representatives pursuant to Article 7 of this Agreement - RIGHT OF ACCESS TO COMPANY PROPERTY.

ARTICLE 23

MODIFICATION

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

ARTICLE 24

SAVINGS CLAUSE

In the event any portion of this Agreement shall become ineffective as a 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 inapplicable or illegal in accordance with such laws, render the remainder of this Agreement ineffective or work a termination.

ARTICLE 25

SUCCESSOR CLAUSE

A. 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.

B. Effective as of said sale or transfer, the Company shall be relieved of all further responsibility or liability under this Agreement, and such buyer or transferee shall thereupon be liable hereunder.

C. A sale of assets, either in whole or in part, which does not involve the continuation of the workers of the Company to operate such sold or transferred business or assets, shall not be subject to the provisions of Section A of this Article.

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

#### ARTICLE 26

##### WAIVER

The parties agree that this Agreement, and other documents executed contemporaneously herewith, constitute the entire Agreement between them governing wages, hours, and conditions of employment of workers covered by it during the term hereof, and settles all demands and issues on all matters subject to collective bargaining. Accordingly, the Union and the Company expressly waive the right, during the term of this Agreement, to demand negotiations upon any subject matter, except as provided in Article 4, Section L - SENIORITY and Article 17 - NEW OR CHANGED OPERATIONS, whether or not such subject matter has or has not been raised or discussed by either party during the negotiations leading up to the execution of this Agreement.

ARTICLE 27

GENERAL

A. Captions in this Agreement are inserted for convenience only and do not define, describe, or limit the scope or the intent of this Agreement or any of the terms hereof.

B. When used in this Agreement and whenever the context so requires, the masculine gender shall include the feminine and neuter genders and the singular number shall include the plural, and vice versa.

ARTICLE 28

UNION LABEL

A. 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, at its sole discretion, be entitled to the use of said Label and Seal on each shipping package or container harvested and packed by Union members and shipped by the Company if such package or container includes the Company name, trademark or logo. In this regard, the Company shall not sell, transfer, or assign its right to use said Label or Seal except upon written permission of Union. The color, size and placement of the Label or Seal on particular packages or containers shall be determined by the Company.

B. In the event of the Company's misuse of the Union Label or Seal, the Union may revoke the right to use said Label; provided, however, that any dispute arising under this Article shall be subject to the grievance and arbitration procedures.

C. Following of industry practice with respect to exchange of sizes, mixed cars, private labels or purchase of produce 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.

ARTICLE 29

PAY PROVISIONS AND HOURS OF WORK

A. Normal workday shall consist of nine (9) hours per day and the normal workweek shall be Monday through Friday.

B. Workers shall be paid  $1\frac{1}{2}$  times their regular rate of pay for all hours worked over nine (9) in a day or fifty-four (54) in a workweek as defined above and for all hours worked on Sunday.

C. Normally, and except during seasonal peak periods, each worker shall be entitled to two (2) full days (48 hours) off without pay each payroll week. Insofar as possible, work shall be arranged so that each worker will normally have Saturday and Sunday off.

D. Nothing in this Article shall constitute a guarantee of employment for any number of hours per day or per week, except as otherwise provided in Article 30, Reporting and Standby Time.

E. Lunch time shall be one-half ( $\frac{1}{2}$ ) hour and shall not be compensated for or counted as hours worked under this Agreement.

F. Normal work shift hours may be changed to accommodate seasonal and/or weather conditions, providing the workers are given advance notice by no later than the end of the previous workday.

G. Wage rates for specified job classifications are set forth in Appendix "A" attached hereto. No worker shall suffer a reduction in his regular rate of pay by virtue of the execution of this Agreement.

ARTICLE 30

REPORTING AND STANDBY TIME

A. A worker who is required to report for work and does report shall be guaranteed a minimum of four (4) hours' pay at the worker's applicable hourly rate of pay.

B. Nothing in this Article shall apply when work cannot be started or when work is interrupted due to Acts of God (other than rain) or other causes not within the Company's control, or when a worker leaves work early by his own choice.

ARTICLE 31

REST PERIODS

Workers shall have paid rest periods of fifteen (15) minutes in the middle of the first continuous work period of approximately four (4) hours or major fraction thereof and ten (10) minutes in the middle of the second continuous work period of approximately four (4) hours or major fraction thereof which shall be taken in the worker's immediate work area.

ARTICLE 32

VACATIONS

A. All regular year-round workers shall be eligible for vacation pay and time off in accordance with the following schedule:

Upon completion of first (1st)  
anniversary date of employment:

One (1) week (45 hours) vacation pay  
and time off.

Upon completion of second (2nd)  
anniversary date of employment:

Two (2) weeks (90 hours) vacation pay  
and time off per year.

Upon completion of tenth (10th)  
anniversary date of employment:

Three (3) weeks (135 hours) vacation  
pay and time off per year.

B. Pro-rata Vacation Pay: A regular year-round worker whose employment terminates after completion of one (1) year but prior to completion of two (2) years of employment shall, upon termination, receive pro rata vacation pay in the amount of three and three-quarters (3-3/4) hours per month, or major fraction thereof, of time worked since the completion of his first year of employment. A regular year-round worker whose employment terminates after two (2) years of employment but prior to a subsequent anniversary date shall, upon termination, receive pro-rata vacation pay in the amount of seven and one-half (7½) hours per month or major fraction thereof, of time worked since his last anniversary date. A regular year-round worker whose employment terminates after ten (10) years of employment but prior to a subsequent anniversary date shall, upon termination, receive pro-rata vacation pay in the amount of eleven and one-quarter (11¼) hours per month, or major fraction thereof, of time worked since his last anniversary date. Pro-rata vacation pay shall be in addition to payment for earned vacations.

C. Workers who elect to take vacation time off shall be required to do so in the year immediately following each respective anniversary date of employment. In this regard, vacation schedules shall be mutually agreed upon so as to cause a minimal interference with work requirements. In the event more workers request vacation time off at the same time than can be reasonably spared, classification seniority shall be the controlling factor.

D. If a worker combines a paid vacation with an unpaid leave of absence, the first normal work hours off shall constitute the paid vacation.

E. Holidays occurring during a vacation period shall result in an equivalent extension of the worker's vacation period.

F. Seasonal workers who have worked a minimum of 1000 hours for the Company in any calendar year shall receive vacation pay in the amount of two percent (2%) of their gross wages earned during that calendar year, payable on or before February 15 of the calendar year following the one in which the hours were worked. Seasonal workers shall not be entitled to any vacation time off.

G. Regular year-round workers employed by the Company prior to the effective date of this Agreement shall be credited for past employment in order to calculate the prospective benefits due them under this Article; earned vacation pay shall be given to such workers upon completion of their anniversary dates of employment and shall be based upon the workers' regular rate of pay at the time of payment. A worker's anniversary date is defined as the annual observance of his seniority date.

### ARTICLE 33

#### BEREAVEMENT LEAVE

A. To make funeral arrangements and to attend the funeral of a member of the immediate family (father, mother, mother-in-law, father-in-law, grandmother, grandfather, child, brother, sister, husband or wife), a worker who has successfully completed his training period with the Company will be paid bereavement pay for a period not to exceed two (2) days. The Company may request that it be furnished with a death certificate.

B. The provisions of this Article shall only apply to days when the worker would otherwise have been scheduled to work.

ARTICLE 34

HOLIDAYS

A. The following shall be considered paid holidays for the purposes of this Article: Christmas Day, New Year's Day, Thanksgiving Day, Labor Day, Independence Day, Citizenship Participation Day (CPD), and the employee's birthday.

B. Each worker who qualifies for a paid holiday shall receive nine (9) hours pay at his regular rate of pay for each such holiday. Any worker who performs work on a holiday for which he qualifies shall be paid his regular rate of pay in addition to holiday pay.

C. Except for Citizenship Participation Day when a holiday falls on a normal non-work day (such as Saturday or Sunday) the following Monday shall be observed and paid as a holiday.

D. In order to be eligible for holiday pay as provided above, a worker must work the scheduled workdays immediately before and after the holiday or otherwise be in a pay status (paid vacation, bereavement leave, jury duty leave).

E. The third (3rd) Sunday in October shall be designated as Citizenship Participation Day (CPD). All workers qualifying under Section D above shall receive holiday pay as provided herein. Upon receipt of proper written authorizations, the Company shall deduct from such workers' wages the pay received for Citizenship Participation Day and shall, within ten (10) days after Citizenship Participation Day, remit such sum, together with an itemized report thereof, to the Citizenship Participation Committee of the United Farm Workers of America, AFL-CIO, for allocation as designated by the worker.

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 this Section E as it pertains to Citizenship Participation Day.

#### ARTICLE 35

##### JURY DUTY PAY

A. A worker who has successfully completed his training period with the Company will be paid Jury Duty pay for any days of work missed due to the performance of such service.

B. Jury Duty pay is defined as the difference between the fees received, if any, by such worker for performing such service in the United States and what he would have received in wages from the Company for the period of service.

C. To receive pay under this Article, the worker must provide the Company with a copy of the notice summoning him to appear and if so requested, documentary evidence of the amount of fees received for performing such service. Jury Duty pay shall not apply to workers requesting such service.

#### ARTICLE 36

##### 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 to that organization at Post Office Box 62, Keene, California 93531, or such other address as designated by the administrator of

the fund, within seven (7) days after the date the workers are paid for the pay period from which the deductions were made.

ARTICLE 37

INJURY ON THE JOB

Whenever a worker is injured on the job to the extent medical attention is required and received, the Company agrees to pay such worker's full day's wages for the balance of the day of the injury; provided, however, that the worker shall be required to return to work on that day if released to do so by the attending physician.

ARTICLE 38

ROBERT F. KENNEDY FARMWORKERS MEDICAL PLAN

A. The Company shall, commencing with the November 1985 payroll month, contribute to the Robert F. Kennedy Farm Workers Medical Plan sixty-four and three quarters cents (\$.6475) per hour for each hour worked during said month by all workers covered by this Agreement in order to provide them with major medical coverage under the Plan. Effective with the payroll month of December 1985, this contribution rate shall be increased to seventy-one and one quarter cents (\$.7125) in order to provide major medical and vision coverage under the Plan. Effective the payroll month of September 1986, and upon prior written notice, the Company shall contribute the rate uniformly deemed necessary by the Plan to maintain the aforementioned major medical insurance benefit coverage.

B. Contributions due hereunder shall be deposited by the Company with such bank as designated by the Administrator of the Plan. Said deposits shall be made or mailed within five (5) days after the payday for each payroll period.

C. A copy of the respective Pay Period Summary Report, prepared in accordance with Article 40, shall be remitted to Robert F. Kennedy Farmworkers Medical Plan, Post Office Box 92169, Los Angeles, California, 90009, or such other address as designated by the Administrator of the Fund.

#### ARTICLE 39

##### JUAN DE LA CRUZ FARMWORKERS PENSION PLAN

A. The Company shall, commencing June 1, 1981, contribute five cents (5¢) per hour by each worker to the Juan De La Cruz Farmworkers Pension Fund. Effective June 1, 1983, this contribution shall be increased to ten cents (10¢) per hour.

B. In accordance with Article 40, the monies and a summary report shall be remitted to the Plan at such address designated by the Administrator of the Plan.

C. The contributions due under this Article are expressly conditioned on receipt by the Company of written confirmation and assurance from the Administrator of the Juan De La Cruz Farmworkers Pension Plan that no liability would attach to the Company under applicable federal pension legislation in the event the Company's withdrawal from the Plan.

#### ARTICLE 40

##### REPORTING ON PAYROLL DEDUCTIONS AND FRINGE BENEFITS

A. All contributions due hereunder on fringe benefit plans shall be computed on the preceding payroll period for every worker covered by this Agreement, and commensurate deposit made or mailed within five (5) days after the payday for said payroll period.

B. In conjunction therewith, a Pay Period Summary Report shall be submitted within ten (10) days following the ending day of each said pay period for which contributions for fringe benefits are due. The Pay Period Summary Report shall include the workers' name, Social Security numbers, total hours worked per worker, total wages per worker, total amount of each type of contribution per worker, total dues per worker, total number of workers, total hours worked by all workers and total amount of each type of contributions.

C. Computed monies and a copy of the related Pay Period Summary Report shall be remitted to the respective funds in accordance with Articles 38 and 39.

D. Notwithstanding anything to the contrary in this Agreement, it is the intent of the Company and the Union that all reporting requirements contained in this Agreement shall, where practical, be made to coincide with each other for administrative convenience.

#### ARTICLE 41

##### DURATION OF AGREEMENT

This Agreement shall be in full force and effect from June 1, 1985 to and including December 31, 1986.

This Agreement shall automatically renew from year to year upon expiration 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 other notices as required by law. During this sixty (60) day period, all terms and conditions of this Agreement shall remain in full force and effect, but if a new Agreement is not

executed within such sixty (60) day period, this Agreement shall expire at the end thereof.

Executed this 24<sup>th</sup> day of JANUARY, 1986.

FOR THE COMPANY

By: *[Signature]*

FOR THE UNION

By: *[Signature]*  
CESAR E. CHAVEZ

*[Signature]*  
OSCAR MONDRAGON

*[Signature]*  
KARL LAWSON

*[Signature]*  
SOCORRO GONZALES

*[Signature]*  
JUAN ARROYO

NOTES OF UNDERSTANDING - Article 13

By occasional and incidental type of work by supervisors, the parties are referring to the performance of tasks such as correcting abnormal water conditions, spot spraying, pinching, disbudding and/or relocating overlooked plants, etc.

It is not the intent of the Article to prohibit a reasonable number of Management Trainees of the Company from obtaining experience for the purpose of gaining an understanding and appreciation of the various tasks performed by workers, providing such experience is not more extensive than such management training would justify.

NOTES OF UNDERSTANDING - MISCELLANEOUS

1. To the extent practicable and consistent with production requirements, the Company will use its best efforts to provide equitable work opportunities to workers in each of the following jobs and groups:

Sanford: General Laborers performing planting, cutting and packing.

Saxony: General Laborers performing disbudding, sleeving and cooler dipping.

2. The Company shall use its best efforts to repair all equipment and tools in need of repair within five (5) workdays of being notified of the need for such repair.

## JOB DESCRIPTIONS AND WAGE RATES

### Blooming Plant Division

#### Blooming Plant Trainee:

In accordance with Article 4, Sections A and B of this Agreement, the Blooming Plant Trainee, during his initial ten (10) days of employment, shall be responsible for performing the tasks of a General Blooming Plant Greenhouse Worker under close supervision, as opposed to the expectation that the same workers perform the same tasks on an independent basis or with limited supervision as of the time they become General Blooming Plant Greenhouse Workers.

#### General Blooming Plant Greenhouse Worker:

Responsible for performing all duties related to the growing, planting, processing and harvesting of blooming plants, including, but not limited to, the following: pinching, disbudding, tying, sleeving, moving and boxing plants, as well as soil preparation duties. In order for workers in this classification to learn jobs in higher pay classifications, they may also be assigned to perform tasks of such higher classifications without increased pay; provided, however, that such assignments shall be made only on an occasional basis and shall not be utilized for the purpose of circumventing the provisions of this Agreement which relate to promotions.

#### Blooming Plant Facility/Equipment Maintenance Worker:

Responsible for performing minor repairs and maintenance work, as directed, on greenhouse equipment and facilities, requiring minimal technical

ability in areas such as plumbing, electrical and carpentry. Responsible for assisting and guiding minimal crews in connection with the performance of plastic work. Must also possess elementary command of the English language.

Blooming Plant Maintenance Worker:

Pursuant to the direction and instruction, responsible for applying correct quantities of water and/or fertilizer solutions to plants and for determining whether such plants have been over or under watered and/or fertilized; responsible for maintaining watering equipment in good operating condition and growing areas in sanitary condition.

Lead Maintenance Person:

Responsible for assisting in the coordination and direction of employees in the classification of Blooming Plant Facility/Equipment Maintenance Worker by relaying instructions from supervision to such workers and by assisting in the training of such workers, including the answering of any questions which employees in that classification may have about the way (techniques and methods) in which their work assignments are to be accomplished.

Assistant Blooming Plant Lead Person:

Responsible for assisting Blooming Plant Lead Persons in their respective functions as set forth below.

Blooming Plant Lead Person:

Responsible for assisting supervisors in coordinating, training and directing the work of employees in a specified areas of the Company's operations, such as soil mixing, soil preparation and soil sterilization; also responsible for assisting supervisors in connection with directing the work of General Blooming Plant Greenhouse Workers and those involved in plant, facility and equipment maintenance and for performing incidental work involving truck driving, forklift and skiploader operations.

General Lead Person:

In addition to those duties of a lead person, as set forth above, a General Lead Person in the Blooming Plant Division is responsible for assisting supervision in the coordinating, training and directing of the various work crews, including the tasks of soil preparation, soil mixing, soil sterilization and pot filling and placement and for maintaining soil mixing equipment.

All workers in any lead person classification must also have the ability to and, as needed, are expected to perform any of the tasks set forth in the classifications listed herein. Furthermore, the exercise of authority and direction by such workers is intended to be of a routine, as opposed to a supervisory, nature.

Blooming Plant Sprayer (Special Rate):

Responsible for safely mixing and applying all chemical materials, as directed, and for cleaning and maintaining all spray and/or related equip-

ment; must be able to understand and follow standard spray instructions and procedures as established by the applicable government regulations. The rate for a person classified as a sprayer is a special rate and is applicable only for hours actually worked performing this duty including reasonable cleanup/washup time; provided, however, that there shall be a two (2) hour minimum at such rate on any day when employees are so assigned.

Blooming Plant Plastic Worker (Special Rate):

Responsible for installing plastic covering above ground level on the roofs (not sides) of the Company's greenhouses including, but not limited to, carrying, stretching, securing, repairing and removing plastic covering from the greenhouse roofs and triangles. The rate for a person performing plastic work is a special rate and is applicable only for hours actually worked performing this function; provided, however, that there shall be a two (2) hour minimum at such rate on any day when employees are so assigned.

WAGE RATES

Blooming Plant Division

July 2, 1984

<u>Blooming Plant Trainee</u>	\$5.00
<u>General Blooming Plant Greenhouse Worker</u>	5.30
<u>Blooming Plant Facility/Equipment Maintenance Worker</u>	5.50
<u>Blooming Plant Maintenance Worker</u>	5.50
<u>Lead Maintenance Person</u>	5.60
<u>Assistant Blooming Plant Lead Person</u>	5.60
<u>Blooming Plant Lead Person</u>	5.85
<u>General Lead Person</u>	6.40
<u>Blooming Plant Sprayer (Special Rate)</u>	6.20
<u>Blooming Plant Plastic Worker (Special Rate)</u>	5.40

## JOB DESCRIPTIONS AND WAGE RATES

### Foliage Division

#### Foliage Trainee:

In accordance with Article 4, Sections A and B of this Agreement, the Foliage Trainee, during his initial ten (10) days of employment, shall be responsible for performing the tasks of a General Foliage Greenhouse Worker under close supervision, as opposed to the General Foliage Greenhouse Worker who is expected to perform the same tasks on an independent basis or under limited supervision.

#### General Foliage Greenhouse Worker:

Responsible for performing all duties related to the growing, processing, and harvesting of the Company's foliage products, including, but not limited to, the following: planting, pinching, cutting, tying, spacing, sleeving, moving and boxing plants, as well as soil preparation duties. In order for workers in this classification to learn jobs in higher paying classifications, they may also be assigned to perform tasks of such higher classifications without increased pay; provided, however, that such assignments shall be made only on an occasional basis and shall not be utilized for the purpose of circumventing the provisions of this Agreement which relate to promotions.

#### Foliage Facility/Equipment Maintenance:

Responsible for performing minor repairs and maintenance work, as directed, on greenhouse equipment and facilities, requiring minimal technical

ability in areas such as plumbing, electrical and carpentry; responsible for assisting and guiding minimal crews in connection with the performance of plastic work and for performing incidental truck driving work. Must also possess elementary command of the English language.

Foliage Plant Maintenance Worker:

Pursuant to direction and instruction, responsible for applying correct quantities of water and/or fertilizer solution to the Company's foliage products and for determining when such plants have been over or under watered and/or fertilized and for the determination and maintenance of proper spacing of hanging baskets for efficient operation; responsible for maintaining watering equipment in good operating condition and growing areas in sanitary condition.

Truck Driver:

Responsible for efficient loading, unloading, and movement of plants and growing materials and equipment between facilities of the Company, both on and off Company premises, and for the safe and efficient operation of assigned vehicles. Employees in this classification must possess a valid California driver's license, satisfy the insurability requirements of the Company's regular insurance carrier and have an elementary command of the English language.

Assistant Foliage Lead Person:

Responsible for assisting Foliage Lead Persons in their respective functions as set forth below.

Foliage Lead Person:

Responsible for assisting supervisors in the coordination, training and directing of the work of employees in a specified area of the Company's operations, such as soil mixing, soil preparation, and soil sterilization; also responsible for assisting supervisors in directing the work of General Foliage Greenhouse Workers and those involved in plant, facility and equipment maintenance and for performing incidental work involving truck driving, forklift and skid loader operations.

All workers in any lead person classification must also have the ability to and, as needed, are expected to perform any of the tasks set forth in the classifications listed herein. Furthermore, the exercise of authority and direction by such workers is intended to be of a routine, as opposed to a supervisory, nature.

Shipping Coordinator/Lead Person:

Responsible for assisting supervision in direction, training and coordination of employees involved in the work of pulling, sleeving, and preparing plants for shipment, including the assembling of correct quantities of proper sized containers for shipment of plants and the inventorying of plants and materials so shipped; responsible for assisting customers and carriers in loading and assembling their orders, thus requiring that employee(s) so classified possess fundamental plant knowledge as regards quality and variety of species. Responsible for performing incidental truck driving work and must be proficient in the use of the English language.

Foliage Sprayer (Special Rate):

Responsible for safely mixing and applying all chemical materials, as directed, and for cleaning and maintaining all spray and/or related equipment; must be able to understand and follow standard spray instructions and procedures as established by applicable governmental regulations. The rate for a person classified as a sprayer is a special rate and is applicable only for hours actually worked performing this duty including reasonable clean-up/washup time; provided, however, that there shall be a two (2) hour minimum at such rate on any day when employees are so assigned.

Foliage Plastic Workers (Special Rate):

Responsible for installing plastic covering above ground level on roofs (not sides) of the Company's greenhouse, including, but not limited to, carrying, stretching, securing, repairing and removing plastic covering from the greenhouse roofs and triangles. The rate for a person performing plastic work is a special rate and is applicable only for hours actually worked performing this function; provided, however, that there shall be a two (2) hour minimum at such rate on any day when employees are so assigned.

WAGE RATES

Foliage Division

July 2, 1984

<u>Foliage Trainee</u>	\$5.00
<u>General Foliage Greenhouse Worker</u>	5.30
<u>Foliage Facility/Equipment Maintenance Worker</u>	5.50
<u>Foliage Plant Maintenance Worker</u>	5.50
<u>Truck Driver</u>	5.60
<u>Assistant Foliage Lead Person</u>	5.60
<u>Foliage Lead Person</u>	5.85
<u>Shipping Coordinator/Lead Person</u>	5.85
<u>Foliage Sprayer (Special Rate)</u>	6.20
<u>Foliage Plastic Worker (Special Rate)</u>	5.40