

H & M F A R M S

PRODUCE AGREEMENT

with

UNITED FARM WORKERS OF AMERICA

A.F.L. - C.I.O.

FOR

FIELD AND PACKING SHED

OXNARD, CA.

Effective Dates

JUNE 15, 1979 TO AND INCLUDING MARCH 30, 1980

**BEST
COPY
AVAILABLE**

INDEX

UNITED FARM WORKERS

PRODUCE MASTER AGREEMENT SECTION

(JANUARY 1, 1976 THROUGH DECEMBER 1, 1978)

Also effective for
June 15, 1979 to and including March 30, 1980

	<u>Page</u>
Parties	1
Article 1. - Recognition	2
Article 2. - Union Security	2
Article 3. - Hiring	4
Article 4. - Seniority	6
Article 5. - Grievance and Arbitration Procedure	9
Article 6. - No Strike Clause	14
Article 7. - Right to Access to Company Property	14
Article 8. - Discipline and Discharge	14
Article 9. - Discrimination	15
Article 10.- Worker Security	15
Article 11.- Leave of Absence	16
Article 12.- Maintenance of Standards	19
Article 13.- Supervisors	19
Article 14.- Health and Safety	19
Article 15.- Mechanization	21
Article 16.- Management Rights	22
Article 17.- Union Label	22
Article 18.- New or Changed Operations	23
Article 19.- Hours of Work, Overtime, and Wages	24
Article 20.- Reporting and Standby Time	25

INDEX - Continued

Article 21. - Rest Periods	26
Article 22. - Vacations	26
Article 23. - Bereavement Pay	27
Article 24. - Holidays	27
Article 25. - Jury Duty and Witness Pay	28
Article 26. - Travel Allowance	29
Article 27. - Records and Pay Periods	29
Article 28. - Income Tax Withholding	30
Article 29. - Credit Union Withholding	30
Article 30. - Robert F. Kennedy Farmworkers Medical Plan	30
Article 31. - Juan De La Cruz Farmworkers Pension Fund	31
Article 32. - Martin Luther King Fund	32
Article 33. - Reporting on Payroll Deductions and Fringe Benefits	32
Article 34. - Camp Housing	32
Article 35. - Bulletin Boards	33
Article 36. - Family Housing	33
Article 37. - Subcontracting	34
Article 38. - Grower-Shipper Contracts	35
Article 39. - Location of Company Operations	36
Article 40. - Modification	36
Article 41. - Savings Clause	36
Article 42. - Successor Clause	37
Article 43. - Duration of Agreement	37
Irrigation Sub-Foreman (Leadman)	38
Tractor Sub-Foreman (Leadman)	38
Tractor Operator "A"	38
Tractor Operator "B"	39

INDEX - Continued

General Field and Harvesting Workers	39
Thin and Hoe	39
Irrigator	39
CAULIFLOWER	40
Tie Man	40
Cutter	40
Breaking Leaves	40
CELERY GROUND PACK	40
Crew	40
Loader	40
CELERY TRANSPLANTING	40
LETTUCE CONVENTIONAL GROUND PACK	41
Cutters and Packers	41
Closer	41
Loader	41
Waterboy	41
Fork-Lift Operator	42
Trailer Puller	42
Heavy Equipment Operator	42
SIGNATURE PAGE	43

(End of Master Agreement)

* * * * *

LOCAL ADDENDUMS 1976 & 1979

General Field & Harvesting Work Section:

Job Descriptions	a
Wages - Field	e
Signature Page - General Field & Harvesting	f
Local Agreement, 1976	g
Local Agreement (Demands) 1979	h

INDEX - Continued

Letters of Understanding (1976)

A. General Subjects	k
B. Foremen, Owners & Family Members	m
C. Seniority	h
D. Article 19 - Hours of Work and Overtime	q
E. Article 22, Vacation Time Calculation	q
F. Article 24, Holidays.	r
G. Language Understanding	r

1979 Packing Shed Agreement Supplement:

General Agreement, 1976	t
Application of This Supplement, 1976	t
Right of Access to Company Property, 1976	u
Leaves of Absence, 1976	v
Overtime, 1976	w
Rest Periods	z
Reporting and Standby Time	aa
Job Descriptions	bb
Appendix B - Wages	
Wages Tomatoes - Effective 6/16/79	ee
Standby or Call Time	ee
Apprentice Forklift and Bug Driver	ee
Tomato Packer Rotation	ee
Wages, Celery - effective 6/16/79	gg
Wages, Other Crops - effective 6/16/79	hh
Duration of Agreement	ii

COLLECTIVE BARGAINING AGREEMENT

PARTIES

This Agreement and Supplemental Agreements attached hereto are between H & M FARMS, hereafter called "the Company" and the United Farm Workers of America, AFL-CIO, hereafter called "the Union." The parties agree as follows:

ARTICLE 1. RECOGNITION

A. The Company does hereby recognize the Union as the sole labor organization representing all of the Company's agricultural employees (hereinafter called "workers") in the unit set forth in Agricultural Labor Relations Board's certification in case number 75-RC-77-M. In the event the Agricultural Labor Relations Board certifies other employees not here included within the certified unit, such additional employees shall be included under the terms of this Agreement. The term "worker" shall not include office and sales employees, security guards and supervisory employees who have the authority to hire, transfer, suspend, lay-off, 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 the foregoing, the exercise of such authority is not of a merely routine or clerical nature but requires the use of independent judgment.

B. The Company agrees that no business device including joint ventures, partnerships or any other forms of agricultural business operations shall be used by the Company for the purpose of circumventing the obligations of this collective bargaining Agreement.

C. The Company further 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.

D. 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.

E. Neither the Company nor its representative will interfere with the right of any worker to join and assist the Union. The Company will make known to all workers that they will secure no advantage, nor more favorable consideration nor any form of special privilege 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 encourage workers in the bargaining unit to give utmost consideration to supporting and participating in collective bargaining and contract administration functions.

ARTICLE 2 - UNION SECURITY

Sec. 1. Union membership shall be a condition of employment. Each worker shall be required to become a member of 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 Union in good standing. 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 Union, or who has been determined to be in bad standing by 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.

Sec. 2. Company agrees to furnish to 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.

Sec. 3. 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 Company to make such deductions. Company shall make such deductions from workers' pay for 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 a monthly summary report as soon as possible, but not later than the 20th day of the month following the ending date of the previous month's pay period containing the names of the workers, social security numbers, 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. 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.

Sec. 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.

Sec. 5. Union shall indemnify and hold 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 Company for the purpose of compliance with any of the provisions of this Article.

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 each facility nearest each operation 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 C of Article 4. Workers returning to work on recall shall check in with the Union steward or other Union representative on the job site to verify the worker's name is on the seniority list before commencing work.

C. Whenever at the beginning of any operating season in any area of operation of the Company, the Company anticipates the need for new or additional workers to perform any work covered by this Agreement, the Company shall, at least two (2) weeks prior to

the date of anticipated need for such workers, notify the facility of the Union designated in Section A in writing, stating the number of workers needed, 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 change in estimated starting date, however, the Company shall give to the Union the exact starting date no later than forty-eight (48) hours prior to the actual date for commencement of the work.

D. In the event, during the operating season in any area of Company operations, new or additional workers are needed to perform work covered by this Agreement, the Company shall notify the Union facility designated in Section A of the number of workers needed, the type of work to be performed, the date the workers are needed, and whether the work is temporary or permanent. The Union shall be given forty-eight (48) hours notice or as far in advance as possible.

E. When workers are requested of the Union, Union shall use its best efforts to furnish the requested number of workers. If the Union does not furnish the requested number of workers on the date requested, the Company shall be free to procure needed workers not furnished by the Union from any other source. If the Company secures workers under the provisions of this paragraph, the Company will make available to Union, in writing within five (5) days thereafter, the names, social security numbers, date hired and job classifications of all workers so hired, provided however, that the Union shall 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,

provided further, that work is not interrupted. Grievances relating to this paragraph shall be subject to the expedited grievance and arbitration procedure.

F. When Company requests workers from the Union facility for jobs which require skills or experience (such as tractor drivers, irrigators) the Union will refer workers who meet the job requirements. Before the Company makes a determination that a referred worker does not meet the job requirement, the supervisor will fully explain the job duties and requirements and give the worker a reasonable time to meet the job requirements. Discharges shall be subject to the procedures of Article 7 - Discipline and Discharge.

G. It is essential that the Union has advance notice of any layoff, so it may plan utmost utilization of available workers. Accordingly, the Company will notify Union seven (7) days in advance of any layoff, or as soon as possible, prior to any layoff.

H. In the event that it is necessary to layoff workers before they acquire seniority, it is understood that if such workers are referred or dispatched by the Union to the employer from which they were laid off, that such workers will be given work opportunity by the Company on the same basis as any other non-seniority worker.

ARTICLE 4 - SENIORITY

A. After a worker has worked for the Company at least fourteen (14) workdays within the preceding ninety (90) calendar days, he shall acquire seniority on the fourteenth (14th) day of work retroactive to his date of hire.

Whenever a commodity or crop season is less than twenty-eight (28) calendar days, a worker shall acquire seniority provided he works one-half (1/2) the number of workdays in the season. It is understood that the days prior to acquiring seniority do not establish nor shall be a probationary period. There shall not be layoffs for the purpose of circumventing acquisition of seniority.

B. Seniority shall be lost for the following reasons only:

(1) Voluntary quitting.

(2) Discharge for just cause.

(3) When on layoff fails to report within three (3) working days after being called unless satisfactory reasons are given.

(4) When the worker fails to report to work at the termination of a leave of absence or vacation without an approved extension as per Article 11 - Leave of Absence of this Agreement.

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

(6) Any worker rehired after loss of seniority as provided above shall establish a new seniority date as provided in Section A above.

C. In layoff of workers for lack of work or at end of the Company's operating season, the worker with the least seniority shall be laid off first, and in recall of workers from layoff, workers with highest seniority shall be recalled in their order of seniority, and the filling of vacancies, new jobs, promotions

within the bargaining unit, demotions, shall be on the basis of seniority, provided however, the worker is able to do the work. In such cases, the supervisor will fully explain the job duties and requirements and give the worker a reasonable time to meet the job requirements.

D. Whenever a permanent vacancy occurs in an hourly rated job classification with a rate above the general field and harvesting rate, 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 will be made available to the Union Ranch Committee. Seniority workers desiring to apply for such position shall sign the posting. Selection and training for those workers applying for the position shall be as set forth in Paragraph C above.

E. The Company, when anticipating the recall of seniority workers, shall notify the worker and the Union, not less than two (2) weeks prior to the estimated starting date of the work and the approximate duration thereof. The Company shall then notify the worker when to report for work, allowing reasonable time to report. All such notice of recall shall be a joint recall bearing the title of the Company and the Union. There shall be no recall by labor contractors. It is understood that the provisions of Article 3 - Hiring, Section 2, apply to the recalled worker.

F. The Company shall notify the Union within five (5) working days of seniority workers laid off or recalled on a seasonal basis, in accordance with this article by giving the workers name, social security number, seniority date, job or

commodity classification and date of recall or layoff. Grievances relating to this paragraph shall be subject to the expedited grievance and arbitration procedure.

G. Beginning with the signing of this Agreement and each three (3) months thereafter, the Company shall provide the Union with an up-to-date seniority list showing the name of each worker, his seniority date, social security number and job or commodity classification. The Company shall also post a seniority list in a conspicuous place for examination by the workers and the Union Ranch Committee. The Union may review the accuracy of the seniority list and present to the Company any errors it may find on such list. Grievances relating to this paragraph shall be subject to the expedited grievance and arbitration procedure.

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

I. It is understood that the Company and the Union may agree in writing to make deviations from these seniority provisions regarding applications of seniority.

In the event the Union and the Company have agreed to a local seniority provision different from Article 4 of the Contract signed herein, the Union and the Company agree to review and revise if agreed upon said local provision, only, one year after the date of signing this Agreement, if either party so requests.

ARTICLE 5. GRIEVANCE AND ARBITRATION PROCEDURE

Sec. A. The parties to this Agreement 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, and no other remedies shall be utilized by any person with respect to any dispute involving this Agreement until the Grievance Procedure has been exhausted. Any claim by Union that on the job conduct by any non-bargaining unit employee is disrupting working relations may be treated as a grievance provided that such grievance is specified in detail.

Sec. B. The Company agrees to cooperate to make Union stewards available to workers wishing to submit a grievance and to make the Grievance Committee of the Union available to perform their functions under this Agreement.

Sec. C. 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.

Sec. D. FIRST STEP: Any grievance arising under this Agreement shall be immediately taken up between the Company supervisor involved and the Union steward. They shall use their best efforts to resolve the grievance. In the event the grievance is not immediately satisfactorily resolved the grieving party shall reduce the grievance to writing and set forth the nature of the grievance. A grievance regarding a discharge of an employee must be filed in writing within five days of the discharge. All other grievances must be filed in writing within thirty (30) days of the occurrence of the grievance or thirty (30) days of the discovery thereof.

STEP TWO: Any grievance not resolved in the First Step shall be discussed in a meeting between the Grievance Committee and the Company representative delegated to resolve such matters not later than ten (10) calendar days of the filing of the grievance. If the grievance is not satisfactorily resolved in such meeting the party receiving the grievance shall immediately give a written response to the other regarding its position including reasons for denial. The failure of the grieving party to appeal to the Second Step within thirty (30) calendar days shall waive the grievance. A Union representative may fully participate in the grievance meeting.

STEP THREE: If the foregoing fails to produce settlement the matter shall be referred to the arbitrator for the area 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 in an area the arbitrator may hold consecutive hearings to expedite hearings. The arbitrator shall not have the authority or jurisdiction to modify, add to, or detract from, or alter any provision of this Agreement. Within that limitation among other things he shall have authority to award back pay for any loss of earnings from the Company including the right to revoke any form of discipline including discharge. He shall also have the authority to apply the Agreement and order compliance by all parties within 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 sessions.

The decision of the arbitrator shall be binding on the Company, the Union and the workers.

All expenses and salaries of the arbitrator shall be borne equally by the parties. Each party shall pay the cost of presenting its own case.

SELECTION OF THE ARBITRATOR: The parties will make a good faith effort to agree on a list of arbitrators for each of the areas listed below. In the event they are unable to agree and not later than one week (unless there is mutual agreement to extend this time period) after the execution of this Agreement and each six (6) months thereafter, if requested by either the Company or the Union, a panel of eleven (11) arbitrators shall be requested from either the American Arbitration Association or the Federal Mediation and Conciliation Service. One panel shall be requested for the Salinas area, one panel for the Ventura and Santa Barbara area, and one panel for the Imperial Valley. Upon the request of either party additional lists of arbitrators shall be requested for the other geographical areas.

After receipt of the lists, the parties shall meet to select arbitrators for each area. If the parties cannot agree upon the selection of arbitrators then they shall turn to the lists of arbitrators received under procedures of the above paragraph. The person to strike first shall be selected by a coin toss. That party shall strike the first name from each list. The name remaining after each party has struck five shall be the person designated as arbitrator for each area. However, every six months either party may request a new list of arbitrators for any area and require a new meeting as discussed in this paragraph to select a new arbitrator.

E. Expedited Grievance and Arbitration. 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 workers.

It is recognized that there are times and there are certain issues that may arise, wherein it is to the best interest of all concerned to have a resolution of the matter more quickly than provided in the above procedure.

Accordingly, it is agreed that grievances specified elsewhere in this Agreement as subject to the expedited Grievance and Arbitration Procedure 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 work days and the responding party will immediately provide its answer in writing, if denied, 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 work days from the written responsive answer. If such a grievance is presented to the arbitrator, it is agreed that it will take precedent, as to investigation, hearing date, and issuance of decision over any other case.

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

G. In the event that any dispute causes 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 the collective bargaining agreement.

ARTICLE 6: NO STRIKE CLAUSE

A. There shall be no strikes, slowdowns, boycotts, interruptions of work by the Union nor shall there be any lockout by the Company.

B. If any of said events occur, the officers and representatives of Union and/or Company, as the case may be, shall do everything within their power to end or avert such activity.

C. Workers covered by this Agreement shall not engage in any strike, slowdown or other interruption of work, which action is not approved by the Union.

Article 7: Right of Access to Company Property

A. Duly authorized and designated representatives of the union shall have right of access to company premises in connection with 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.

B. Before a union representative contacts any of the workers during working hours, he shall notify the company that he is on the premises.

C. The union shall advise the company of the names of its duly authorized and designated representatives.

Article 8: Discipline and Discharge

A. 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 worker shall be disciplined or discharged except for just cause.

B. 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, if they so desire. Provided, however, if a situation occurs in a remote area, wherein the company deems it necessary to take action and no steward or union representative is available, the company may take action and must give written notice within the time limit in Paragraph C below.

C. The steward or other union representative shall have the right to interview workers in private.

Within forty-eight (48) hours after any discharge for just cause, the union representative will be notified in writing the reasons for such discharge.

D. Individual performance in relation to piece rate, or incentive plan, shall not be conclusive evidence for the purpose of disciplining or discharging a worker. This provision shall not, however, constitute any limitation on any of the company's rights to discharge or discipline for unsatisfactory work performance.

Discharge and other disciplinary actions are subject to the grievance and arbitration provisions of this agreement.

Article 9: Discrimination

In accord with the policies of 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 Security

A. Company agrees that any worker may refuse to pass through any picket line of another Company and sanctioned by the Union.

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

C. The provisions of this Article are not limitations in any way on the rights of the Company as set forth in Article 38, General Supply Contracts. The provisions of Article 14 (c) Health and Safety, also apply.

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 continuous service with the Union upon written request of the Union. Ten (10) days 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 be without pay. Seniority shall not be broken or suspended by reason of such leave.

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

- (1) Written notice shall be given by the Union to the Company at least two (2) days prior to commencement of any such leave;
- (2) Such leaves of absence shall only be granted to workers engaged in harvesting and/or hoeing and thinning and shall not exceed 10% of any such crew;
- (3) This section shall only apply to companies whose harvesting operations exceed sixty (60) work days in a calendar year;

(4) This section shall not apply to operations during critical periods such as the first and last week of harvest, if it would harm operations.

Other Leaves

C. 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.

(1) For Jury duty or Witness Duty when subpoenaed.

(2) A worker who serves in the U.S. Military and notifies the Company and Union in writing prior to leaving for such service, and reports for work within thirty (30) days after being discharged from such service, shall not lose any seniority, job rights, or other benefits. Upon return from such service, such worker shall be granted a job equal to that he or she would have had with Company had he or she remained in Company's continuous employ, provided, however, any renewal of enlistment beyond the original one will serve to break seniority unless such action violates the Selective Service Act.

(3) Up to two (2) years of illness or injury requiring absence from job. The Company may require substantiation by medical certificate or other adequate proof of illness.

(4) For valid personal reasons, not to exceed thirty (30) days.

All leaves in excess of three (3) days shall be in writing on approved leave of absence forms 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. Leave of absence shall be extended by the Company for a valid personal reason, if a request for such an extension is made by the worker in writing to the Company with a copy to the Union 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 worker has special circumstances which require additional time.

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.

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 - Seniority.

ARTICLE 12 - MAINTENANCE OF STANDARDS

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 as of this date of this Agreement. Conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

The Union and the Company agree that during the negotiations which resulted in this Agreement they have fully negotiated and agree to the terms of the Company's contribution to the RPK Farmworkers Medical Plan and the Juan De La Cruz Farmworkers Pension Plan, that said terms of contribution as set forth herein sets forth the Company's total obligation in respect to medical and pension plans and that therefore the obligations of Article 12 do not extend to any medical and pension plan maintained by the Company prior to this Agreement.

ARTICLE 13 - SUPERVISORS

Supervisors and other employees not included in the bargaining unit, shall not perform any work covered by this Agreement, except for instruction, training and emergencies. This paragraph shall not be used as a basis for the purpose of avoiding the recall of bargaining unit workers from work they would normally perform.

ARTICLE 14: HEALTH AND SAFETY

Section A. 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 sophis-

ticated farming practices of today that certain agricultural chemicals must be used for the control of pests and growth of the product. Company recognizes that use of certain chemicals may be injurious to farm workers. The use of such chemicals injurious to farm workers must be such so as not to cause injury to employees. Company agrees to make available to Union such records as will disclose the following:

- 1) Location of field treated with injurious materials
- 2) Name of material used by brand name and 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.

Section B. The Company will comply with all applicable laws relating to the health and safety of farm workers and will not use banned chemicals such as, but not limited to, DDT, DDE, DDE, Aldrin and Dieldrin.

Section C. No worker shall be required to work in any work situation which would immediately endanger his health or safety.

Section D. In accordance with law, there shall be adequate toilet facilities, separate for men and for women in the field readily accessible to workers, that will be maintained by the Company in a clean and sanitary manner.

Section 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 shall be provided.

Section F. 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 to the worker by the Company.

Section G. Adequate first aid supplies shall be provided and kept in clean and sanitary dust-proof containers.

Section 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 as employed at Company's expense when organo-phosphates are used and, if requested, results of said test(s) shall be given to an authorized Union representative.

Section I. Any violation of this Article shall be subject to the expedited grievance and arbitration procedure.

ARTICLE 15: MECHANIZATION

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

ARTICLE 16: MANAGEMENT RIGHTS

The Company retains all rights of management including the following, unless they are limited by some other provision of this Agreement: to decide the nature of equipment, machinery, methods or processes used; to introduce new equipment, machinery, methods or processes, and to change or discontinue existing equipment, machinery or processes; to determine the products to be produced, or the conduct of its business; to direct and supervise all of the employees, including the right to assign and transfer employees; to determine when overtime shall be worked and whether to require overtime.

ARTICLE 17: UNION LABEL

The parties recognize the value and importance of the Union label. The parties wish to insure that the public will not be defrauded by a misuse of the Union label. Therefore, the parties agree as follows:

A. Company will make available to the designated Union representatives, at Union's request:

Labels

- (A) Trademark registration
- (B) Printing source
- (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, 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 Company shall bear the Union label or seal. In this

regard 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.

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 damages 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 fertilizer or if same cannot be returned then, on request of 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 labels or purchase of product 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 13: NEW OR CHANGED OPERATIONS

In the event a new or changed operation or new or changed classification is installed by the Company, 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 such notice. In the event such rate cannot be agreed upon mutually between the Union and the Company, the same shall be submitted to the grievance procedure including arbitration for determining beginning at the second step. Any rate agreed upon or as determined by the arbitrator shall be effective from the installation of such new or changed operation.

ARTICLE 19: HOURS OF WORK, OVERTIME, AND WAGES

A. Overtime. The following overtime provisions shall apply to all hourly workers except to irrigators or to irrigator subforemen.

Daily Overtime. A premium of 35 cents per hour shall be paid for all hours worked in excess of eight (8) hours in any one day.

Sunday Overtime. On Sunday, or any other day agreed upon between the Company and the Union to be treated as Sunday, workers shall receive time and one-half their regular rate of pay for all hours worked on such day.

Saturday Overtime. On Saturday, or any other day agreed upon between the Company and the Union to be treated as Saturday, workers shall receive a premium of 35 cents per hour for all hours worked in excess of five (5) hours on such day.

B. Night Shift Premium. Night shift shall apply for Tractor Operators Class A and Class B who work a majority of their shift between the hours of 6:00 p.m. to 6:00 a.m. For which night shift, the worker shall be paid a premium of 25 cents per hour for all hours worked.

C. There shall be no pyramiding of overtime or night shift premium.

D. Meal time breaks shall be one-half (1/2) hour and are not compensated for nor counted as hours worked under the provisions of this Agreement.

ARTICLE 19: HOURS OF WORK, OVE TIME, AND WAGES

E. The Company agrees not to require piece rate iceberg lettuce crews, except for loaders to work more than eight (8) work hours in any given day except in emergencies. It shall not be a violation of this Agreement for crews to work more than eight (8) hours.

F. When a worker performs work in a higher rated job, he shall be paid at the higher rate for all time so worked but shall in any event not be paid such higher rate for less than one (1) hour in such day.

G. When a worker is working as a trainee for qualification for a higher rated job, he shall be paid for such training period at his regular rate of pay for a time period not to exceed twenty-eight (28) continuous calendar days.

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

ARTICLE 20: REPORTING AND STANDBY TIME

A. A worker who is required to report for work and does not report and is furnished no work shall be paid at least four (4) hours at the worker's hourly rate of pay or the worker's average hourly piece rate earnings based on the preceding payroll week.

If workers commence work and they are furnished less than four (4) hours of work, hourly paid workers shall be paid at least four hours that day at their hourly rate of pay, and piece rate workers shall be paid the piece rate earned during the time worked and general field harvesting hourly rate for the remaining time up to four hours that day.

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, or other causes beyond the control of the Company.

B. A worker shall be paid for all time he is required to remain on the job at the hourly rate. This shall not apply to piece rate workers after they commence work.

C. Any call may be rescheduled by notification to employees at least six (6) hours prior to the time scheduled for reporting to work.

ARTICLE 21: REST PERIODS

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

ARTICLE 22: VACATIONS

Vacation pay shall be granted to eligible workers who qualify for such vacations. Workers shall be eligible in the calendar year following the first anniversary of continuous employment and annually thereafter for vacation pay and a one-week vacation, provided that, in order to qualify for vacation pay the worker shall work the hours set forth below in the prior calendar year. Vacation pay will be the percentage specified below of the workers' gross Company earnings in the qualifying calendar year.

Hourly Workers - 1,000 and up - 2%

Piece Rate Workers - 700 and up - 2%

The employee who has qualified for a vacation shall be allowed time off, with the consent of the Company, as specified herein with no loss of seniority.

A worker who has maintained his seniority for four (4) or more consecutive years shall receive double the above vacation benefits.

ARTICLE 23 - 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), the worker 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 24 - HOLIDAYS

A. Commencing with the effective date of this Contract, Christmas Day, Thanksgiving Day, and Labor Day shall be paid holidays.

In 1977, New Years Day shall be added as a paid holiday.

Holiday pay shall be the daily average pay earned during the payroll week immediately preceding the holiday.

B. To be eligible for a paid holiday not worked a worker must be a worker 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.

C. 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 workers regular earnings on that day.

D. "Citizenship Participation Day" shall be designated as the first Sunday of June. All workers qualifying under "B" above shall receive holiday pay as provided herein.

Upon receipt of proper written authorization from the worker, the Company shall deduct from such workers wages the pay received for Citizenship Participation Day and shall remit such sum to the Citizenship Participation Committee of the United Farm Workers, AFL-CIO, for allocation as designated by the worker.

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 "D", above, provided however that each party will pay their respective legal costs.

ARTICLE 25 - JURY DUTY AND WITNESS PAY

Workers who have worked at least five (5) days during the two weeks preceding the week in which the following events occur shall receive the benefit of this Section. A worker will be paid jury duty or witness pay for testifying in any legal proceeding not between the parties for any days of work missed due to the performance of such service. Jury duty or witness pay is defined as the difference between the fees received by such worker for performing such service and what he would have received had he been working for the Company for each day of service. To

receive pay under this provision, the worker must provide Company with a copy or notice summoning him to appear and if so requested, documentary evidence of the amount of fees received for performing such service.

ARTICLE 26 - TRAVEL ALLOWANCE

A. When Company furnished transportation is available, workers using such transportation shall receive daily travel allowance based upon the following schedule from the place designated where the worker is told to report for the transportation and the job site:

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

65-89 road miles - 1 hour each way

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

120 and over - 2 hours each way

B. When Company furnished transportation is not available and workers furnish their own transportation, they shall receive daily travel allowance as provided above.

C. The travel allowance shall be paid at the worker's hourly or standby rate of pay. Any hours paid under this Article shall not be counted as hours worked for purposes of computing overtime hours, however shall be counted as hours worked for all other purposes of this Agreement.

D. Travel allowance will be paid for the trip: Salinas to King City - 1/2 hour each way

ARTICLE 27 - RECORDS AND PAY PERIODS.

A. 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 worker piece rate production records. The daily record of piece rate production for crews paid on a crew basis shall be given to the appropriate steward, upon request.

B. 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 28 - 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 29 - 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 that organization at Post Office Box 62, Keene, California 93531, or such other address as designated by the administrator of the fund.

ARTICLE 30 - ROBERT F. KENNEDY FARMWORKERS MEDICAL PLAN

A. The Company shall, commencing February 1, 1976, contribute to the Robert F. Kennedy Farmworkers Medical Plan, 16 1/2 cents per hour for each hour worked for all workers covered by this Agreement. Contributions due shall be computed on the basis of 16 and 1/2 cents for every hour worked during the preceding monthly payroll period for every worker covered by the Agreement. Contributions due shall

of the Plan. Said deposits shall be made or mailed not later than the 20th day of the month following the ending date of the previous month's payroll period. A summary report in accordance with Article 33 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.

The Company will pay premiums and assure that where workers were covered by any other plan, there will be no lapse of coverage prior to February 1, 1976.

ARTICLE 31 - JUAN DE LA CRUZ FARMWORKERS PENSION FUND

The Company shall contribute to the Juan De La Cruz Farmworkers Pension Fund ten cents (10 cents) per hour for each hour worked by all workers covered by this Agreement, commencing February 1, 1976. For all hours worked by such workers after February 1, 1978, the amount of such contributions shall be fifteen cents (15 cents) per hour.

The contributions to be made by Company pursuant to this Article 31 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 Union and the Internal Revenue Service has issued an advance determination that such plan meets the requirements of Part 1 of Subchapter D of Chapter 1 of the Internal Revenue Code of 1954. Upon receipt of a copy of such advance determination, 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 33, the monies and a summary report shall be remitted to the Fund at such address as designated by the Administrator of the Fund.

ARTICLE 32: MARTIN LUTHER KING FUND

The Company shall, during the term of this Agreement, contribute to the Martin Luther King Fund five cents (5 cents) per hour for each hour worked by all workers covered by this Agreement, commencing February 1, 1976. 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 33, the moneys and a summary report shall be remitted to the fund at such address as designated by the Administrator of the Fund.

ARTICLE 33 - REPORTING ON PAYROLL DEDUCTIONS AND FRINGE BENEFITS

All contributions due hereunder on fringe benefits plans shall be computed on the preceding monthly payroll period for every worker covered by the Collective Bargaining 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 34: CAMP HOUSING

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, language spoken, or union activity.

B. During the life of this Agreement, Company shall operate and maintain its camp housing in the same manner as before the execution of this Agreement. If the Company acquires additional housing, the rates to be charged shall be on a level not greater than current rates in the area for similar housing.

C. If any housing is condemned by any government authority, the Company shall not be required to furnish substitute housing. Nothing in this Article shall be construed as requiring the Company to supply or continue to supply housing for workers.

D. Camp boarding shall be operated on a non-profit basis.

ARTICLE 35 - BULLETIN BOARDS

The Company will provide bulletin boards placed at each central locations as shall be mutually agreed, upon which the Union may post notices of union business.

ARTICLE 36 - FAMILY HOUSING

Company and the United Farm Workers of America, AFL-CIO, recognize that one of the most serious needs of farm workers, particularly migrant farm families, who help produce food for the nation, is adequate family housing. It is mutually agreed by Company and Union that they will cooperate to encourage direct governmental action at the Federal, State and County levels to plan, finance and construct public housing in important agricultural locations.

ARTICLE 37 - SUBCONTRACTING

The parties understand and agree that the hazards of agriculture are such that subcontracting may be necessary and proper. Subcontracting may be necessary in areas such as land leveling, custom land work, precision planting, agricultural chemicals and where specialized equipment not owned by the Company is required. It is also understood and agreed that the Company shall not subcontract to the detriment of the Union or bargaining unit workers.

The parties agree that in the application of this Article the following guidelines may be used:

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

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

C. The Company will notify the Union in advance of any subcontracting.

ARTICLE 38 - GROWER-SHIPPER CONTRACTS

It is recognized by Company and Union that various types of legal entities are used by growers and shippers in the agricultural industry, including partnership, joint venture, and other legal contractual arrangements, in the growing, packing, harvesting and selling of agricultural crops. Neither the Company nor the Union shall prevent the Company from entering into these legal arrangements by any of the provisions of this Agreement, nor will the Company subvert the Union by entering into these legal arrangements. In addition, and whenever it is possible for the Company to perform the work of weeding, thinning or hoeing, the Company will do so, it being the intent to provide jobs for bargaining unit workers.

In the event the Company enters into a partnership, joint venture, or other legal contractual relationship with a grower and/or shipper for the growing, packing, harvesting, or selling of a crop, Union agrees not to interfere with or prevent in any manner the growing, packing, harvesting or selling of any of the crops in which Company may have such an interest; provided such partnership, joint venture or other legal contractual relationship was entered into by Company prior to any economic action by Union against any other party to the partnership, joint venture, or other legal contractual relationship, and it is understood the filing of a petition under the Agricultural Labor Relations Act does not constitute interference under this paragraph.

ARTICLE 38 - Grower-Shipper Contracts

The protections given by Union to Company under the provisions of this Article shall not be operative for a period in excess of the crop year or twelve (12) months, whichever is less, or in the event there are economic or other sanctions by the Union against any party to the partnership, joint venture or other legal contractual relationship at the time of entry thereof.

ARTICLE 39 - LOCATION OF COMPANY OPERATIONS

The Company shall provide the Union upon request, the exact locations of the Company's agricultural operations for use by Union representatives pursuant to Article 7 of this Agreement, Right of Access.

ARTICLE 40: 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 41: SAVINGS CLAUSE

Section 1. 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 42: 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 43: DURATION OF AGREEMENT

This Agreement shall be in full force and effect from June 16, 1979 to and including March 30, 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.

JOB CLASSIFICATION FROM
MASTER AGREEMENT

IRRIGATION SUB-FOREMAN (LEADMAN)

Works as leadman with irrigation crew. Assigns specific tasks to workers and assists in training new workers. May drive company pickup truck in pulling pipe trailers. When requested, he records workers' time.

Performs manual work normally performed by irrigation workers. May be required to substitute for supervising foreman when he is not available.

Reports to supervising foreman for hiring, firing and discipline.

TRACTOR SUB-FOREMAN (LEADMAN)

Assigns specific tasks to tractor drivers, assisting drivers in setting up equipment and making necessary adjustments. Trains and instructs workers in driving tractors. Responsible to assure that work is performed in a manner so that established quality control objectives are achieved. When requested, he records worker's time. May drive company pick-up truck in performance of his work. Performs tractor work normally performed by workers and may be required to substitute for supervising foreman when he is not available. Reports to a supervising foreman for hiring, firing or discipline.

TRACTOR OPERATOR "A"

Precision planting, precision application of agricultural chemicals, precision boarder driving, motor grading in building roads and building ditches, and/or listing. An employce so classified shall receive the rate of the classification for all time worked,

including time, if any, in a classification carrying a lesser rate of pay. Operator may be required to make minor equipment adjustments and routine maintenance on equipment.

TRACTOR OPERATOR "B" AND MISCELLANEOUS EQUIPMENT OPERATOR

Includes all other tractor operations and equipment operators except for those activities listed in classification Tractor Operator "A" or other tractor driver classifications. When an employee is required to perform any task covered by a higher rated job, except for minor equipment adjustments and routine maintenance, during the course of a work day, he shall be paid at the rate of the higher rated job, for the time worked on such job on such day.

GENERAL FIELD AND HARVESTING WORKERS

The classification covers general field harvesting, pruning, such as apples, and miscellaneous duties not otherwise covered by other wage classifications or new changed operations that may be subject to Article 18 "New or Changed Operations."

THIN AND HOE

Using the appropriate equipment and method, workers will remove excess plant growth in accordance with the instructions of the Company. Company shall not require the use of the short-handled hoe.

IRRIGATOR

Installs, moves and services the appropriate irrigation systems for the distribution of water to the farming operations as directed by the Company.

CAULIFLOWER

TIE MAN

Pulls outside leaves of plant over cauliflower head and encloses same by usage of rubber bands.

CUTTER

Cuts the proper heads of cauliflower, trims leaves and cuts the rubber band and places same on the belt or tosser into the bin.

BREAKING LEAVES

Cutters or tie men may be asked to break leaves of selected plants.

CELERY GROUND PACK

CREW

Cuts stalk, trims and strips, places as directed, assembles container, sizes and packs stalks, closes container.

LOADER

Windrows and loads.

CELERY TRANSPLANTING

Machine. While on transplanter machine, worker picks from box a celery plant and inserts into planter on outer diameter of revolving wheel. Follows machine and hand plants celery plants in spots skipped by machine. Assists in loading machine with plant supplies at end of beds, as directed by Company.

LETTUCE CONVENTIONAL GROUND LACK

CUTTERS AND PACKERS

Includes cutting lettuce, trimming same, placing heads into cartons previously built up.

CLOSER

Applies clamp, folds flaps and secures flaps by stapling or gluing.

LOADER

Places closed cartons on appropriate vehicle. Windowing is subject to agreement between Company and Union. Transfers empty cartons from hauler to stitchee.

WATERBOY

Water is sprayed or brushed on lettuce before packed carton is closed. Includes minimum housecleaning of bus and field and helping in serving of food.

FORK-LIFT OPERATOR

Operation and routine maintenance of field fork-lifts.

TRAILER PULLER

Moves trailers with equipment, as directed by Company.

HEAVY EQUIPMENT OPERATOR

Includes operation of motor graders, bulldozers, back hoes, carryalls, and similar heavy earth moving when such machines are used in building or restructuring fields: including such activities as pond and/or swamp drainage areas, or dike and levee building.

Executed this 7th day of November, 1979.

(Company)

For the Company

H & M FARMS

BY: Hirao Tanaka
Hirao Tanaka

Minoru Tanaka

For the Union

United Farm Workers of America, AFL/CIO

BY: Emilio Hernandez F
Emilio Hernandez

Ezequiel Camacho
Ezequiel Camacho

Apollinar De La O
Apollinar De La O

Sebastian Ricardez

Eusebio Villacomez

JOB DESCRIPTIONS

H & M FARMS, INC.

GENERAL FIELD AND HARVESTING WORK

CELERY

Hourly operation. Cuts celery stalks according to company instructions and places them in company supplied bins.

TOMATO

Hourly operation. Picks tomatoes according to company instructions regarding size, maturity and quality and places the fruit into company supplied picking boxes. The picking boxes are then placed on company supplied hand carts.

CUCUMBER

Hourly operation. Picks cucumbers according to company instructions and places the fruit into company supplied picking boxes.

GREEN BELL PEPPER

Hourly operation. Workers pick fruit under the direction of the foreman regarding size, color, and quality. Exercise care in protecting plants and remaining fruit. Boxes supplied by Company are filled and brought to the end of the row, and stacked for loaders to transfer to truck.

CELERY TRANSPLANTING (MACHINE)

Hourly operation. While on transplanter machine, worker picks from box a celery plant and inserts into planter on outer diameter of revolving wheel. Follows machine and hand plants

celery plants in spots skipped by machine. Assists in loading machine with plant supplies at end of beds, as directed by Company. Celery transplanting by hand may be necessary at certain times of the year.

THIN AND HOE

Using the appropriate equipment and method, workers will remove excess plant growth in accordance with the instructions of the Company. Company shall not require the use of the short-handled hoe.

GENERAL FIELD AND HARVESTING WORKERS

The classification covers general field harvesting, pruning, staking, stringing, and miscellaneous duties not otherwise covered by other wage classifications or new changed operations that may be subject to Article 18: "New or Changed Operations".

IRRIGATOR

Installs, moves and services the appropriate irrigation systems for the distribution of water to the farming operations as directed by the Company.

IRRIGATION SUB-FOREMAN (Leadman)

Works as leadman with irrigation crew. Assigns specific tasks to workers and assists in training new workers. May drive company pick-up truck in pulling pipe trailers. When requested, he records workers' time. Performs manual work normally performed by irrigation workers. May be required to substitute for supervising foreman when he is not available. Reports to supervising foreman for hiring, firing and discipline.

TRAILER PULLER

Moves trailers with equipment, as directed by Company.

TRACTOR OPERATOR "A"

Precision planting, precision application of agricultural chemicals, precision boarder driving, motor grading in building roads and building ditches, and/or listing. An employee so classified shall receive the rate of the classification for all time worked, including time, if any, in classification carrying a lesser rate of pay. Operator may be required to make minor equipment adjustments and routine maintenance on equipment.

TRACTOR OPERATOR "B" AND MISCELLANEOUS EQUIPMENT OPERATOR

Includes all other tractor operations and equipment operators except for those activities listed in classification Tractor Operator "A" or other tractor driver classifications. When an employee is required to perform any task covered by a higher rated job, except for minor equipment adjustments and routine maintenance, during the course of a work day, he shall be paid at the rate of the higher rated job, for the time worked on such job on such day.

FORKLIFT OPERATOR

Operation and routine maintenance of field forklifts.

TRUCK DRIVER (WATER)

Classification covers driving of truck equipped with a permanently mounted water tank; drivers as directed, will water dirt roads on the ranch; and may entail driving on public highways. Operator may make minor adjustments. Operator required to have a state driver's license.

APPENDIX A
FIELD WAGES

<u>JOB CLASSIFICATION</u>	<u>6/15/79</u>
GENERAL LABOR	3.75
IRRIGATOR	3.80
IRRIGATOR, PART-TIME TRAILER PULLER & SUBFOREMAN	4.00
BUS & FIELD TRUCK DRIVER- GENERAL HANDY WORK	4.60
TRACTOR DRIVER, CLASS A & B	4.525
FIELD FORKLIFT DRIVER- GENERAL LABOR	4.05
FIELD TRUCK DRIVER- GENERAL LABOR	4.05
CELERY PLANTER DRIVER- GENERAL LABOR	4.05
FIELD LOADER*	3.95

* Each loader while loading in the field shall be paid at a rate 20¢ above the General Labor rate.

A worker hired to fill a job classification described in the Master Agreement shall be paid the wage rate applicable to that classification.

SETTLEMENT AGREEMENT

BETWEEN

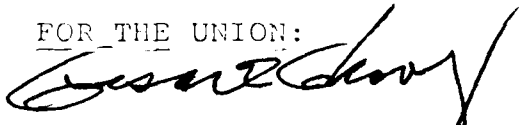
H & M FARMS, INC.

UNITED FARM WORKERS OF AMERICA, AFL-CIO

It is mutually agreed that the attached wage rates by classifications, the accompanying job descriptions, the attached seniority list, seniority rules, working conditions, and contract understandings are part of and applicable in accordance with the provisions of the Contract Settlement dated June 14, 1979 .

Executed this 19th day of June, 1979.

FOR THE UNION:


Emilio Hernandez
Emilio Hernandez


Ezequiel Camacho
Ezequiel Camacho


Apolinar De La O
Apolinar De La O

Sebastian Richardez

Euserio Villagomez

FOR THE COMPANY:


Hirao Tanaka
Hirao Tanaka

Minoru Tanaka

(1976)
LOCAL AGREEMENTS
BETWEEN
H & M FARMS, INC.
AND
UNITED FARM WORKERS OF AMERICA, AFL-CIO

1. Adequate first aid supplies, including aspirin, shall be provided in each working area.
2. Each place where there is work being performed shall be provided bathrooms, clean and adequately equipped.
3. Each place where there is work being performed shall be provided with clean, potable drinking water and individual disposable cups, convenient to workers.
4. The Company shall provide all necessary tools and equipment in good condition in accordance with Section F of Article 14 including, but not limited to the following: knives, boots or overshoes and aprons. A worker shall indicate to the Company his choice of either boots or overshoes. Gloves shall be provided according to past practice.
5. Overtime, when the entire crew is not required, shall be rotated among the workers in seniority order.

SUPPLEMENTAL AGREEMENT

(Negotiated 1979)

Local Demands: H & M Farms

1. Adequate first aid supplies, including aspirin, shall be provided in each working area.

2. Each place where there is work being performed shall be provided bathroom, cleaned once a week, and such rest rooms shall be adequately kept. The Ranch Committee shall notify the Company office when service for the rest rooms is needed.

3. Each place where there is work being performed shall be provided with clean, potable drinking water and individual disposable cups, convenient to workers and workers in field operations shall have insulated water containers. Shed operations shall have bottled water available in the office.

4. The Company shall provide all necessary tools and equipment in good condition in accordance with Section F of Article 14, including, but not limited to, the following: knives, boots, or overshoes, and aprons. Gloves shall be provided according to past practice at the cut-rate.

5. Overtime, when the entire crew is not required, shall be rotated among the workers in seniority order.

6. Celery transplanting shall be performed at such time or with such methods or protections designed to protect the crew from being

wet by irrigation sprinklers and planting will be coordinated with irrigation so as to protect the planting crew from being wet by sprinklers.

7. The Company shall re-establish the old practice of allowing a short, 2-3 minute, break to the celery planting crew each time the crew finishes hand transplanting a row in a field when its raining or when the field is very wet.

8. In the event the packing work normally done in the shed is moved to the field, the Company shall pay current packing shed rates. However, in the event a major shed breakdown is anticipated which would force the packing crew to field pack celery longer than one month, a meeting between the Company and the Union shall take place to discuss field packing at piece-rates as per Appendix B-Packing Shed Field Wages.

9. Vacations. In the application of Article 22, "Vacations", due to the nine (9) month duration of the contract, both parties agree that workers assigned to both piece-rate and hourly rated work shall be credited in the following manner to qualify for vacation pay:

- A. On March 30, 1980, all workers shall be credited with hours accumulated over the previous twelve (12) month period from March 30, 1979, to March 30, 1980.
- B. Furthermore, Seasonal workers in both field harvest and packing shed operations, shall be eligible for vacation pay if they complete a minimum of 3/4ths of the total hours of the season in the prior seasonal year.

B. (cont'd) Vacation pay will be the percentage specified below of the workers gross company earnings of the qualifying seasonal year.

three-fourths (3/4th) of the total seasonal hours = one percent (1%)

A seasonal worker who has maintained his seniority for four (4) or more consecutive years shall receive double the vacation benefits.

C. The Company shall re-establish the old practice of allowing a short, 2-3 minute, break to the celery planting crew each time the crew finishes hand transplanting a row in a field when it's raining or when the field is very wet.

(1976 - General Subjects)

LETTER OF UNDERSTANDING

BETWEEN

H & M FARMS, INC.

UNITED FARM WORKERS OF AMERICA, AFL-CIO

The following established practices and conditions shall continue for the duration of the Agreement between the United Farm Workers of America, AFL-CIO and H & M Farms:

1. The Company shall continue to provide transportation as it has in the past at designated points.
2. The Company shall continue to provide sodas at 15¢ each from existing machine as long as it remains functional.
3. The Company shall continue to provide and maintain a house with utilities free of charge to Francisco Reyna, Reyes Fajardo, Apolinar DeLaO, and Pablo De La Cruz. If this housing is condemned by any government authority, the Company shall not be required to furnish substitute housing.
4. The Company shall continue to pay a bonus of \$250.00 to Apolinar DeLaO and of \$200.00 to Pablo De La Cruz.
5. The Company shall continue to pay \$75.00 Christmas bonus to Apolinar DeLaO and Pable De La Cruz.
6. The Company shall continue to give a turkey at Thanksgiving to each of the following workers: Reyes Fajardo, Apolinar DeLaO, and Pablo De La Cruz.

LETTER OF UNDERSTANDING BETWEEN UNITED FARM WORKERS OF AMERICA,
AFL-CIO AND H & M FARMS, INC.

Page 2

7. As in the past, if workers are required to enter wet tomato fields, two workers shall be assigned to each cart.

8. As in the past, only non-smokers shall do tomato pruning.

9. The schedule of work shall continue as it has in the past with work opportunity in both shed and field.

LETTER OF UNDERSTANDING

BETWEEN

H & M FARMS, INC.

AND

UNITED FARM WORKERS OF AMERICA, AFL-CIO

FOREMEN, OWNERS AND FAMILY MEMBERS (1976)

In the past the following people have worked on the farm in various jobs as needed to provide uninterrupted farming procedures necessary to meet the cropping schedule:

Foreman - Filimon Trujillo

Owners - Hirao Tanaka, Minor¹a Tanaka, Yoneo Tanaka, and Yoshio Tanaka

Family Members (Wives) - Chieko, Katsuko, and Mitsuko

Family Members (Children) - Johnny, Kenneth, Steven, Andy, Eddie, Glenn, Alan, Christine, Betty, Nancy and Diane

It is understood that the wives and children have in the past worked seasonally and on weekends, holidays and during school vacation periods. It is further understood that as the children grow older some of them may want to learn to operate the business on a full time basis.

It is agreed that this practice of these family members doing occasional general work may continue as in the past, and that the children may learn various farming skills, provided that the performance of such bargaining unit work by these family members does not result in the displacement of a worker, or in seniority workers not being recalled from lay-off, or in the elimination of a position normally within the bargaining unit.

m

SENIORITY

H & M FARMS, INC.

1976 LETTER OF UNDERSTANDING

The following procedures will supersede the applicable portions of Sections C, D and E of Article 4: Seniority.

1. The Company shall maintain one seniority list for all workers by classification.
2. Each worker shall have a date of hire with the Company and a date of entry into his job classification. If the worker is promoted to a classification with a rate above the general field labor rate, he shall establish a date of entry into the higher classification but retain his original seniority date for all other purposes.

However, if a worker is to be laid off because of a permanent job elimination, he shall be entitled to bump any lesser seniority worker in his former classification if the job to which he was promoted is eliminated within a six-month period; and may bump any lesser seniority worker in the General Labor classification if the job is eliminated after a six-month period.

3. Lay-offs shall be in order of seniority within a classification with the worker having the least seniority in his classification being laid off first.
4. Workers shall be recalled within their job classification in order of seniority. When there are no workers on lay-off

SENIORITY -- H & M FARMS

within a classification, workers on lay-off from the company in other classifications shall be given the first opportunity to fill a vacancy or job opening in order of seniority. A laid-off worker shall have the right but not the obligation to fill such vacancy or job opening. If a laid off worker fills a vacancy or job opening, he shall retain his full recall rights in his own classification.

5. TOMATO SEASONAL, OR OTHER CROP OPERATION (FIELD)

- (a) In a seasonal crop operation, such as tomatoes, jobs shall be offered first to year-round field workers in seniority order.
- (b) Additional openings shall be offered to year-round field workers then on lay-off in any classification. A laid-off worker shall have the right but not the obligation to fill such job opening. If a laid-off worker fills a job, he shall retain his full recall rights in his own classification.
- (c) Additional job openings shall be filled by regular seasonal field workers in order of seniority to be determined by the number of continuous seasons worked in such a crop.
- (d) Any additional workers shall be hired in accordance with Article 3: Hiring.

6. Any job openings in the Company at the end of the tomato season in another crop shall be offered first to regular seasonal workers in order of seniority. A seasonal worker

SENIORITY -- H & M FARMS

shall have the right but not the obligation to fill such a job opening. If a seasonal worker does not fill a vacancy, he shall retain his full recall rights as a regular seasonal worker in his crop operation.

7. The Company shall prepare and post a seniority list within one (1) week of the execution of this Agreement. The posting shall be in conspicuous places to afford the workers the full opportunity to check it concerning accuracy of the lists. The list will show in seniority order the full name, hire date, social security number, and classification of each worker. The list shall remain posted for four (4) weeks. If questions arise concerning the accuracy of the list, the Union and Company have up to two (2) weeks after the four (4) week posting to resolve any dispute. If any dispute remains after the two (2) weeks, any unresolved matters relating to the seniority lists may be submitted to expedited arbitration.

The same posting procedure shall be followed at the beginning of the tomato season. After one week of posting, the Union and the Company will attempt to resolve all questions concerning the accuracy of the list.

If the dispute remains after two (2) weeks from the date it was first posted, any unresolved matter relating to the seniority list may be submitted to expedited arbitration.

8. In the event the packing work normally done in the shed is moved to the field, the Company shall pay current packing shed rates. However, in the event a major shed breakdown is anticipated which would force the packing crew to field pack celery longer than one month, a meeting between the Company

SENIORITY -- H & M FARMS

and the Union shall take place to discuss field packing at piece-rates of 84 cents per Article #18; New or Changed Jobs.

LETTERS OF UNDERSTANDING BETWEEN H & M FARMS, INC. AND UNITED FARM WORKERS OF AMERICA, AFL-CIO 1976

ARTICLE 19 - HOURS OF WORK AND OVERTIME: (UPDATED 1979)

For the purposes of Article 19: Hours of Work and Overtime, it is agreed that Saturday shall be treated as Sunday, and that Friday shall be treated as Saturday. It is further understood that in the application of Article 19: Hours of Work, Overtime and Wages, the fifty cent (.50) premium in Daily Overtime and Saturday Overtime shall apply to any worker who combines both hourly paid and piece rate work within the same day.

It is agreed that the following workers shall continue to receive the specified vacation payment and time off each year for the duration of this Agreement, provided that they continue to qualify for such vacation benefit according according to the requirements set forth in Article 22: Vacations, of this Agreement:

Apolinar DeLaO	2 Weeks	\$450.00
Pablo De La Cruz	2 Weeks	\$400.00
Reyes Fajardo	2 Weeks	\$350.00

ARTICLE 22- VACATION TIME CALCULATION:

In the application of Article 22: Vacations, and Section 5: Vacations of the Supplemental Agreement, workers assigned to both piece work and hourly rated work shall be credited in the following manner:

A. An hourly rated worker assigned to perform piece work shall be credited with 1.3 hours for each hour worked at piece rate to qualify for one thousand (1000) hours during the calendar year. Such hours shall be added to the accumulated time in hourly rated work.

B. A piece rate worker assigned to perform hourly rated work shall be credited with .7 hours for each hour worked at hourly rate to qualify for seven hundred (700) hours during the calendar year. Such hours shall be added to the accumulated time in piece rated work.

ARTICLE 24 - HOLIDAYS

In the application of Article 24: Holidays of the Master Agreement, it is understood that, when a holiday falls on a Monday, the Company and the Union may mutually agree that Sunday may be treated as the holiday in its place.

LANGUAGE UNDERSTANDINGS

The Union and the Company recognize their responsibility to make every effort to properly interpret and apply the provisions of the Settlement Agreement, the Supplemental Agreement, and the Contract. Therefore, the parties agree that in order to fully implement and expedite the Grievance Procedure as set forth in Article 5 of the Contract, language shall not be an obstacle nor a delaying factor. The provisions relative to language in Article 9 of the Contract establishes the basis for the contractual right to use a language other than English whenever, it is essential to collective bargaining.

PACKING SHED

AGREEMENT

SUPPLEMENTAL AGREEMENT

(1976-General)

This Agreement made and entered into on June 15, 1979 by and between H & M FARMS, INC., hereinafter called the Company, and the United Farm Workers of America, AFL-CIO, hereinafter referred to as the Union, is as follows:

The provisions of the Master Agreement, which include all terms, conditions and classifications are hereby incorporated and made part of this Supplemental Agreement, except as expressly modified by the provisions of this Supplemental Agreement. Where the provisions are modified by this Supplemental Agreement, the Supplemental Agreement provisions shall control.

1. APPLICATION OF THIS SUPPLEMENT

This Supplement applies to all of the company's agricultural employees employed in its packing house who are engaged in receiving, packing, storing and loading of all vegetables in the company's packing house located at 1000 South Bank Road, Oxnard, California, as set forth in the Agricultural Labor Board's Certification in Case No. 75-RC-77-M. The term "worker" shall not include supervisory employees who have the authority to hire, transfer, suspend, lay off, 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 the foregoing, the exercise of such authority is not of merely routine or clerical nature but requires the use of independent judgment. Nor, shall the term "worker" include any office and sales employees or security guards

PACKING SHED SUPPLEMENT

2. RIGHT OF ACCESS TO COMPANY PROPERTY

The following shall replace Article 7 of the Master Agreement:

Sec. A. Duly authorized and designated representatives of the Union shall have the right of access to the Company's packing sheds for the conducting of normal Union affairs in the administration of this Agreement. In the exercise of the foregoing, there shall be no interference with the productive activities of the workers. The Union Representative shall notify the foreman of his presence on the job before conducting any Union business.

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

3. LEAVES OF ABSENCE

Article 11: Leaves of Absence of the Master Agreement, shall be modified with respect to Sec. B. as follows:

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

1. Written notice shall be given by the Union to the Company at least one (1) week prior to the commencement of any such leave. Such leaves of absence shall be granted only to a maximum of two (2) workers in any packing shed at a time.

2. This section shall apply only to companies whose packing operations exceed 90 working days in a calendar year.

3. This section shall not apply to operations during a critical period of the harvest season if it would harm the packing operations.

Article 11, Sec. A and C, shall remain the same as in the Master Agreement.

PACKING SHED SUPPLEMENT

H & M FARMS

4. OVERTIME

For workers who work in both the shed and in the field in any one day, Article 19: Hours of Work, Overtime and Wages shall not apply and the following shall apply:

Sec. A. Daily Overtime. A premium of fifty cents (50¢) per hour shall be paid for all hours worked in excess of eight (8) hours in any one day.

For shed work in excess of eight (8) hours and less than twelve (12) hours in any one day, the rate of time and one-half of regular straight time pay shall be paid. All work done in the shed by the day crew before 7:00 a.m. or after 6:00 p.m. shall be paid for at the rate of time and one-half the regular straight time pay. All work in excess of twelve (12) hours in the shed in any one day of twenty-four (24) hours shall be at the rate of double time.

Sec. B. Sixth Day Overtime. Workers who work in both field and shed on the sixth day of work shall receive a fifty cent (50¢) premium after five (5) hours of work in the day.

Sec. C. Overtime for night workers shall be after the first eight hours worked in the shed after 5:30 p.m. Night workers shall be limited to employees not a part of the regular day crew, who by virtue of their duties with employer, or by virtue of not being otherwise at work in the industry, do not commence work in the packinghouse before 5:30 p.m. In any twenty-four (24) hour period in which night workers are employed

PACKING SHED SUPPLEMENT

H & M Farms--OVERTIME--Page 2

to perform packing and loading operations, day crew shall be assured of eight (8) hours work for that day.

Sec. D. A night crew differential of 15¢ per hour shall be paid on hourly rates and when piece rates are used this 15¢ per hour shall be translated into piece rates.

Sec. E. Overtime at the rate of time and one-half of the regular straight time pay shall be paid to the tomato packers after eight (8) hours and less than twelve (12) hours in any one day. Overtime for the ladder and loading crews shall not start until the packed-out crates placed on the skid between the packer and the press have been loaded or set back.

Sec. F. In the event the Industrial Welfare Commission adopts a final order with respect to overtime which would apply to the Company's operation and is more burdensome on the Company, the order shall modify the above provisions regarding overtime. Where these provisions are modified by a final order of the Industrial Welfare Commission, the Industrial Welfare Commission's order shall prevail. In any event, if the IWC order applicable to this packing shed requires overtime after forty hours per week, the contract provision regarding overtime after 6:00 p.m. or before 7:00 a.m. is to be removed.

PACKING SHED SUPPLEMENT

5. VACATIONS

Article 22: Vacations shall be replaced with the following sections:

Sec. A. Vacation pay shall be granted to eligible workers who qualify for such vacations. Workers shall be eligible in fiscal year June 30 to July 1, following the first anniversary of continuous employment and annually thereafter for vacation pay and a one-week vacation, provided that in order to qualify for vacation pay, the worker shall work the hours set forth below in the prior fiscal year. Vacation pay will be the percentage specified below of the worker's gross company earnings in the qualifying calendar year.

Hourly workers	-	1,000 and up, 2%
Piece rate workers	-	700 and up, 2%

The employee who has qualified for a vacation shall be allowed time off, with the consent of the company, as specified herein with no loss of seniority.

Sec. B. A worker who has maintained his seniority for four (4) or more consecutive years shall receive double the above vacation benefits.

PACKING SHED SUPPLEMENT

6. MEAL PERIODS

No employee, except as provided in the following paragraph, shall be required to work in excess of five (5) hours consecutively without a meal period of one (1) straight hour. A meal period shall not exceed one (1) hour, but employees may be given a call to return to work, more than one hour after meal period is given, subject to the provisions of Section 7 of this Supplemental Agreement.

Employees whose duties require their presence on the job before or after regular crew hours shall adjust their meal period by mutual consent of the employee and the Company.

7. REPORTING AND STANDBY TIME

The following shall replace Article 20: Reporting and Standby Time, of the Master Agreement:

Sec. A. Employees shall be paid from the time called until released and shall be paid a minimum of three (3) hours for the first call and a minimum of one (1) hour for each call thereafter in any day, except that one call per day shall be allowed without pay where harvesting or packing is delayed because of rain, frost, or other causes beyond the control of the Company. Return to work after a meal period of one (1) hour or less shall not constitute a call.

Sec. B. Where a crew is on piece rates and less than the required call time is furnished, the employees shall be paid their piece rate for the period worked, and the remainder of the required call time shall be at the hourly rate.

Sec. C. Any time a crew is released, it must be released for a minimum of thirty (30) minutes.

Sec. D. In case of standby time, when employees are on piece work, the hourly rate shall be paid.

JOB DESCRIPTIONS

H & M FARMS

SHED (CELERY)

Set-On - Set-Off (Nailer - Old Term)

Pushes packed celery crates onto conveyor; also puts wirebound crate onto roller for the packer.

Wirebound Closer

Closes wirebound crates with machine and stacks the celery crates according to size. Then hand trucks them to the line. In case of equipment breakdown, a closer may be required to hand close crates.

Packer

Selects the celery and places in box according to management directions. Stamps crates with size identification and puts them on a conveyor.

Dumper

Pushes the basket of celery to the conveyor belt area and unloads the celery onto the belt to be fed through the celery washer. Also helps unload and reload baskets onto the truck.

Wirebound Assembler

A piece rate operation. Assembles the wirebound crates, puts the label on, and maintains his work area as in the past.

SHED (TOMATOES)

Dumper

Rotates job of hand trucking and dumping the tomatoes into the waxer from wherever tomatoes are located. Provides empty boxes for culls and removes boxes of culls from the area.

Sorter

Sorts the tomatoes by color and size, also sorts out the bad tomatoes.

Bidder

Nails the flats and helps the stacker. Performs routine maintenance and makes minor equipment adjustments on nailing machine.

SHED (TOMATOES) -- continued

Stacker

Stacks the tomatoes by color and size and hand trucks them to the designated area.

Box Feeder

Gathers flats, lines them, and places the flats onto the roller for the packers.

Packer

A piece rate operation. Selects tomatoes, packs by color and size into flats and places them on the conveyor as directed.

Flats Maker

A piece rate operation. Gathers the material necessary and assembles the tomato flats. Performs routine maintenance and makes minor adjustments on nailing machine.

SHED (CUCUMBERS AND BELL PEPPERS)

Dumper

Rotates job of hand trucking and dumping the cukes or bells into the waxer and places empty boxes into designated area. Provides empty boxes for culls and removes boxes of culls from the area.

Sorter

Sorts by size as directed, sorts out the culls, and places the culls into designated containers.

Box Feeder

Selects the container and puts it onto the roller for the packer.

Packer

A piece rate operation. Selects and packs by size and puts the packed cartons onto the conveyor as directed.

Lidder

Staples lids on the cartons. Performs routine maintenance and makes minor adjustments on stapler.

SHED(CUCUMBERS & BELL PEPPERS) -- continued

Stacker

Stacks containers by size and hand trucks them to designated area.

Carton Assembler

A piece rate operation. Gathers supplies necessary to make cartons or boxes and makes up the cartons or boxes.

PACKING SHED SUPPLEMENT

APPENDIX B

(WAGES)
(TOMATOES)

<u>CLASSIFICATION</u>	<u>6/15/79</u>
PACKER	
Ripes & Pinks	
3-Layer Pack	\$.316
2-Layer Pace	.203
SORTER	3.92
MISCELLANEOUS FLOOR HELP	3.92
DUMPER	4.135
SET-UP TO DUMPER	3.995
STAMPER & CHECKER	3.92
TRUCKER	3.995
REGULAR FORKLIFT & BUG DRIVER	4.395
APPRENTICE FORKLIFT & BUG DRIVER	4.145
LIDDER	4.245
LOADER	4.345

In case of standby or call time, packer shall be paid at least 4.195 per hour for each hour in which there is standby time and in which he is not released, providing, however, an apprentice packer who has worked as a tomato packer for less than ten (10) days shall receive the miscellaneous rate for standby time.

Apprentice Forklift and Bug Driver is defined as an employee who has worked less than thirty (30) calendar days for the Company as a forklift driver.

Tomato Packers shall rotate every half hour or every hour. The majority of the packers in the packing house during the second week of operation shall determine for the season whether rotation shall be hourly or half hourly.

PACKING SHED SUPPLEMENT - APPENDIX B

Page 3

	<u>WAGES</u>
	(CELERY)
<u>CLASSIFICATION</u>	<u>6/16/79</u>
PACKER	3.965
SORTERS AND STRIPPERS	3.92
LABELER & STAMPER	3.92
DUMPER FROM CRATES	3.92
MISCELLANEOUS FLOOR HELP	3.92
TRIMMING OUT OF BASKET	3.92
BASKET PUSHER	3.92
TRUCKER (Miscellaneous)	3.92
PRE-COOLER (No set-on or set-off)	3.92
HAND TRUCKER	3.97
WIREBOUND CRATE ASSEMBLER	3.97
WIREBOUND CRATE ASSEMBLER (H & M Only)	.045
SET-ON & SET-OFF	3.97
SET-ON, SET-OFF & WATER CONTROL (UCG only)	4.04
REGULAR FORK LIFT & BUG DRIVER	4.395
APPRENTICE FORK LIFT & BUG DRIVER	4.145
WIREBOUND CRATE CLOSER	4.02
LIDDER	4.12
LOADER	4.195

PACKING SHED SUPPLEMENT - APPENDIX B

Page 4

Apprentice Forklift and Bug Driver is defined as an employee who has worked less than thirty (30) calendar days for the Company as a Forklift driver.

WAGES

(Other Crops)

<u>CLASSIFICATION</u>	<u>6/16/79</u>
PACKER (Shed Piece Rates)	
Bell Peppers (H & M, UCG)	.19
Cucumbers (H & M, UCG)	.19
FIELD PIECE RATES	
Celery	.84
Cabbage (including stitching)	.61
Romaine (including stitching)	.50

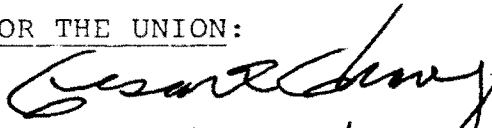
PACKING SHED SUPPLEMENT

8. DURATION OF AGREEMENT

This Agreement shall be in full force and effect from June 16, 1979 to and including March 30, 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 19th day of June, 1979

FOR THE UNION:


Emilio Hernandez


Ezequiel Camacho


Apolinar De La O

Sebastian Ricardez

Eusebio Villagomez

FOR THE COMPANY:


Hirao Tanaka

Minoru Tanaka