

COLLECTIVE BARGAINING AGREEMENT

between

K. & K. ITO FARMS, LTD.

and

UNITED FARM WORKERS OF AMERICA

AFL-CIO

March 23, 1978 - February 29, 1980

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

INDEX

<u>ARTICLE</u>		<u>PAGE</u>
1	Recognition	1
2	Union Security	2
3	Hiring	3
4	Seniority	5
5	Grievance and Arbitration Procedures	8
6	No Strike Clause	11
7	Right of Access to Company Property	12
8	Discipline and Discharge	12
9	Discrimination	13
10	Worker Security	13
11	Leaves of Absence	13
12	Maintenance of Standards	14
13	Supervisors	15
14	Health and Safety	15
15	Mechanization	16
16	Management Rights	16
17	Union Label	17
18	New or Changed Operations	17
19	Hours of Work, Overtime, and Wages	18
20	Reporting and Standby Time	19
21	Rest Periods	20
22	Vacations	20
23	Bereavement Pay	21
24	Holidays	21
25	Jury Duty and Witness Pay	22
26	Travel Allowance	22
27	Records and Pay Periods	22
28	Income Tax Withholding	23
29	Credit Union Withholding	23
30	Robert F. Kennedy Farm Workers Medical Plan	23
31	Juan De La Cruz Farm Workers Pension Fund	24
32	Martin Luther King Farm Workers Fund	24
33	Reporting on Payroll Deductions and Fringe Benefits	24
34	Camp Housing	25
35	Bulletin Boards	25
36	Family Housing	25
37	Subcontracting	26
38	Location of Company Operations	26
39	Modification	26
40	Savings Clause	27
41	Successor Clause	27
42	Duration of Agreement	27
	Job Classifications and Job Descriptions	29
	Appendix A - Field Wages	35

	<u>PAGE</u>
Appendix B - Packing Shed Wages	37
Appendix C - Notice of Recall	38
Appendix C - Second Notice of Recall	40
Letter of Understanding - Re: Article 4 Seniority	41
Supplemental Health and Safety Agreement	42
Packing Shed Supplemental	45
Supplemental Agreement - Re: Article 13 Supervisors ...	47

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-6M. 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, layoff, recall, promote, discharge, assign, reward or discipline other workers or the responsibility to direct them or adjust their grievances, or effectively recommend such action, if, in connection with foregoing, the exercise of such authority is not of a merely routine or clerical nature but requires the use of independent judgement.

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 representatives 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

A. 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 or suspended 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.

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

C. The Company agrees to deduct from each worker's pay initiation fees, all periodic dues, and assessments as required by the Union, upon presentation by the Union of individual authorization signed by workers, directing the Company to make such deductions. The Company shall make such deductions from worker's pay 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 no 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.

D. 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.

E. 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 Company for the purpose of compliance with any of the provisions of this Article.

ARTICLE 3: HIRING

A. Hiring Hall - The Union shall maintain a facility whereby Company may secure new or additional workers. The Union shall notify Company of the address and phone number of such facility.

B. Company recalls of seniority workers shall be pursuant to Section D 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. This may be accomplished in the first two (2) hours of work.

C. Whenever at the beginning of any operating season, 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 approximate duration thereof and the estimated starting date of the work. The Company shall notify the Union promptly of any change in estimated starting date, however, the Company shall give the Union the exact starting date and the number of workers needed 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, new or additional workers are needed to perform work covered by this agreement, the 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. Whenever workers are requested from the Union, the Company may communicate with the Union between 5:00 P.M. and 6:00 P.M., the day before workers are needed, to inquire on the number of workers that are available and if the Company does communicate with the Union, the Union shall then advise the Company of the number of workers available. The Company shall then be free to procure needed workers not available.

F. 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 workers on the date requested, the Company shall be free to procure needed workers not furnished by the Union from any other source.

C. If the Company secures workers under the provision of Sections E or F above, Company will make available to the 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.

H. Upon such receipt of notice, the Hiring Hall shall endeavor to furnish the applicants requested. Selection of applicants for referral to jobs shall be on a non-discriminatory basis. Such selection will be made on the following basis:

1. The local Hiring Hall shall maintain a list of all persons seeking jobs who have been employed on the type of work referred to above.

2. Such persons' names shall be entered on said list in the order in which they notify the Local Hiring Hall of their availability for jobs.

3. After each person's name shall be entered a designation corresponding to the type or types of work which the person is qualified to perform.

I. For each person dispatched, the Local Hiring Hall shall send to the Employer, with the person or by mail, a written dispatch slip.

J. The Company shall have the right to reject a worker referred by the Hiring Hall any time during the first five (5) days if the Company determines that such worker does not deliver a fair and reasonable day's work, or who is unable to perform the duties required of the job, such determination shall not be exercised arbitrarily.

The Company may refuse to employ any worker referred by the Hiring Hall if that worker has been discharged for just cause by the Company, and the discharge was sustained on appeal.

K. 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 the Union seven (7) days in advance of any layoffs or as soon as possible, prior to any layoff.

L. In the event if it necessary to lay off 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 or she shall acquire seniority on the fourteenth (14th) day of work retroactive to his or her date of hire. Whenever a commodity or crop season is less than twenty-eight (28) calendar days, a worker shall acquire seniority provided he or she works one-half (1/2) the number of workdays in the season. There shall be no layoffs for the purpose of circumventing acquisition of seniority. It is understood that the days prior to acquiring seniority do not establish nor shall be a probationary period.

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

1. Discharge for just cause.
2. Voluntary quitting.
3. When a worker fails to report to work at the termination of leave of absence or vacation without an approved extension, as per Article 11 Leave of Absence, of this agreement.
4. When on layoff fails to report within three (3) working days after being called unless satisfactory reasons are given.
5. When any worker leaves the bargaining unit to accept a supervisory position or other position with the Company outside the bargaining unit.

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

D. In the layoff of workers due to lack of work or at the 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.

E. The filling of vacancies, new jobs, promotions and demotions, shall be on the basis of seniority, provided, however, that the worker is able to do the work under normal supervision with reasonable efficiency. In such cases before the Company determines that a worker is not able to do the work the supervisor will fully explain the job duties and requirements and give the worker a reasonable time to meet

the job requirements. For the job of irrigator and tractor driver the Company shall determine whether the worker within a ten (10) day trial period meets the job requirements, in the exercise of the foregoing the Company shall not act arbitrarily. A worker which the Company determines does not meet the job requirements shall return in seniority order to his or her former job classification.

F. Whenever a permanent vacancy occurs in a job classification with a higher rate than general field and harvesting rate, such vacancy shall be posted on the Company's Bulletin Board 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 the higher rated job will so indicate by signing the posting. The senior worker shall be selected for the vacancy as set forth in Section E above. If such worker cannot perform the job, he or she will return to his or her former classification and rate, and the Company will then select the next senior worker who had signed the posting and shall follow the procedure as set forth in Section E above, and so on.

G. A job opening in the shed with a rate higher than miscellaneous floor help shall be posted on the Company's Bulletin Board, at least five (5) days before the vacancy is permanently filled. A copy of the posting will be made available to the Ranch Committee. Any worker in the Company desiring to apply for such position shall sign the posting, and the vacancy will be filled according to the following procedure:

1. The shed worker with the highest seniority who signed the posting shall fill the opening provided, however, that 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 requirements. For the classifications of Packer, Forklift Operator and Loader the Company shall determine whether the worker meets the job requirements within a ten (10) day trial period; in the exercise of the foregoing the Company shall not act arbitrarily. A worker which the Company determines does not meet the job requirement, shall return in seniority order to his or her former job classification.

2. If no shed worker signs the posting, the field worker with the highest seniority who signed the posting shall fill the opening with the procedure outlined in Section 1. above.

H. Upon layoff of workers at the conclusion of the Company's operating season, the Company shall:

1. Secure from each worker the address to which Company will later send recall notices before the next operating season begins. and

2. Issue to each worker a written notice which contains the following information: (a) the dates, comprising a period of at

least five (5) work days, between which workers can call the Company or Company representative to ascertain the approximate date when work is to begin (such period ending at least two (2) weeks before work begins); (b) the area code and telephone number which workers are to call; and (c) the approximate date on which Company anticipates work will begin.

When workers call, they shall be informed by someone who can communicate with them their reporting date for work.

The Company, when anticipating the recall of seniority workers, shall also notify the worker and the Union in writing not less than two (2) weeks before 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. All notices of recall shall be in writing as per attached form which may be a postcard in Appendix "C" of this Agreement. All notices shall be mailed First Class with a list of those recalled including the addresses to which notices were sent provided within twenty-four (24) hours to the Union. When a recall notice sent to a worker is returned to Company with Postal Service notification of non-delivery, the Union shall be notified of worker's name and the address from which letter was returned. The Company shall make available to Union any returned letter and envelope upon request.

Seven (7) days prior to the actual starting date of the work, the Company, through a second recall notice, telephone call, personal visit or radio announcements shall advise workers of the actual starting date of the work. At this time the Company shall also notify the local Union office of the exact starting date, so that workers can call there to ascertain such information. The Company shall notify workers at least forty-eight (48) hours in advance of any change in the actual starting date by the following means: posting on the Company's bulletin boards, posting at the Union office, radio announcements, and by providing the information to those workers who call the Company office. The provisions of Article 20, Reporting and Standby Time, shall apply to recall, and causes beyond the control of the Company shall include problems of starting due to weather.

I. The Company shall notify the Union within five (5) work days of seniority workers laid off or recalled on a seasonal basis in accordance with this Article by giving each worker's 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.

J. The Company shall maintain one seniority list for the field and one seniority list for the shed by classification.

Beginning with the signing of this Agreement and each three (3) months thereafter, the Company shall provide the Union with up-to-date seniority lists showing the name of each worker, his or her seniority date, Social Security number and job or commodity classification: the shed seniority list will be provided two (2) weeks before the beginning and two (2) weeks before the end of each shed crop season. The Company shall also post seniority lists in conspicuous places for examination by the workers and the Union Ranch Committee. The Union may review the accuracy of the seniority lists and present to the Company any errors it may find on such lists. Grievances relating to this paragraph shall be subject to the Expedited Grievance and Arbitration procedure.

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

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

ARTICLE 5: GRIEVANCE AND ARBITRATION PROCEDURE

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 of any non-bargaining unit employee is abusive of any worker may be treated as a grievance provided that such grievance is specified in detail.

B. The Grievant shall have the right to be present at all steps of the grievance procedure.

C. The Company shall cooperate to make Union Stewards available to workers wishing to submit a grievance and to

make the Grievance Committee available to perform their functions under this Agreement.

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

E. FIRST STEP: Any grievance arising under this Agreement shall be immediately taken up between the Company 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, specifying 1. a statement of the grievance and the facts on which it is based as they can best be ascertained at the time of filing the grievance; and 2. the remedy requested. The grievance shall be presented in written form to the Company. A grievance regarding a discharge of an employee must be filed in writing within five (5) days of the discharge. All other grievances must be filed in writing with the other party within thirty (30) days of the occurrence of the grievance or thirty (30) days of the discovery thereof.

SECOND STEP: 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 twelve (12) calendar days after 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.

THIRD STEP: In those instances where Steps 1 and 2 above fail to resolve the grievance issue, a third party from the California State Conciliation Service shall be requested to mediate the dispute. The Conciliator is to exhaust every reasonable possibility for settlement of the dispute before referring the matter to arbitration. Both parties agree to make a "best faith" effort to reach settlement through this means as a preferred alternative to arbitration. In the event conciliation efforts fail to resolve the conflict, the terms of the Fourth Step, arbitration, will be followed.

FOURTH STEP: If the foregoing fails to produce settlement, the grievance shall be referred in writing to an arbitrator within thirty (30) days after the Third Step meeting with the state conciliator. The arbitrator shall consider and

decide the grievance referred to him. In cases where more than one grievance is referred to arbitration the arbitrator may hold consecutive hearings to expedite hearings. The arbitrator shall not have the authority or jurisdiction to modify, add to detract from, or alter any provision of this Agreement. Within such limitations, among other things he shall have the authority (i) to award back pay for any loss of earnings from the Company, (ii) to revoke any form of discipline including discharge, and (iii) to order compliance by all parties with the provisions of this 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.

F. The parties agree to designate a permanent arbitrator, who shall be _____.

If the arbitrator shall at any time be unable or refuse to act, or if he vacates his position the Company and the Union shall immediately select his successor or substitute. However, after such selected permanent arbitrator has served for at least six (6) months, and at six (6) month intervals thereafter, either party may request that a new Permanent Arbitrator be selected, whereupon the parties shall select his successor. In the event the parties are unable to mutually agree on a Permanent Arbitrator, the procedures outlined in the next two paragraphs of this Section F shall be applicable, until such time as the parties are again able to agree on a Permanent Arbitrator. The parties will make a good faith effort to agree on a successor Permanent Arbitrator. In the event they are unable to agree, not later than fifteen (15) days after the need for such an arbitrator arises, 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.

After receipt of the list the parties shall meet to select an arbitrator. If the parties cannot agree upon the selection of an arbitrator then they shall turn to the list of arbitrators. The party 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 Permanent Arbitrator and is the arbitrator for that particular grievance.

G. 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 may, at the request of the grieving party, be expedited to arbitration.

After such a grievance has been reduced to writing, the grieving party may request and there shall be a Second Step meeting within two (2) workdays 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 (3) workdays from the written responsive answer. If such a grievance is presented to the arbitrator, it is agreed that it will take precedence as to investigation, hearing date, and issuance of decision over any other case.

H. The arbitrator shall be entitled to make a field examination.

I. 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 lockouts 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.

ARTICLE 7: RIGHT OF ACCESS TO COMPANY PROPERTY

A. Duly authorized and designated representatives of the Union (not exceeding three in number) 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. Union representatives shall identify themselves upon request by Company supervisor.

ARTICLE 8: DISCIPLINE AND DISCHARGE

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

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

ARTICLE 10: WORKER 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 Article 14, Health and Safety, shall apply to this Article.

ARTICLE 11: 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 leaves 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 hoeing and thinning, harvesting, and sorting and packing, not to exceed 10% of any such crew. Such leaves of absence shall be granted to a maximum of two (2) workers in the packing shed at any one time.

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

Other Leaves

C. A leave of absence without pay shall be granted by the Company to workers on the seniority list 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. Up to two (2) years for illness or injury of the worker requiring absence from job. The Company may require substantiation by medical certificate or other adequate proof of illness; or
 3. 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. Leaves 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 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 or 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 the 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

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

ARTICLE 13: SUPERVISORS

Supervisors and other employees not 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. The family members of the two (2) partner/owners of the Company may perform bargaining unit work.

ARTICLE 14: HEALTH AND SAFETY

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 sophisticated 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 such 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 formula;
4. Amount of material applied and its formulation and concentration;
5. Method of application;
6. Applicator's name and address.

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, DDD, DDE, ALDRIN and DIELDRIN.

C. No worker shall be required to work in any work situation which would immediately endanger his health or safety. Employees shall make every effort to notify their supervisor or the Company of any dangerous condition.

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.

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.

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.

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

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

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 ensure 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 representative, at the Union's request:

Labels

1. Trademark registration
2. Printing source
3. 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 the 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. If a package is sold unpacked by the Company and is destined to be repackaged by another Company, the Company shall not be required to use the Union Label.

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

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

ARTICLE 18: NEW OR CHANGED JOB OPERATIONS

A. New job classifications, any other job classifications not included in the payscale of this Agreement, or changes in the operation of existing job classifications, shall be established and made effective by the Company in accordance with the following procedure. All references in this

Article also refer to and include piece rates, incentives and minimum guarantees.

1. The Company shall notify the Union in writing of new job classifications not included in the pay scale of this Agreement or of changes in operations of existing job classifications. Such notices shall be given at least ten (10) days in advance of the date on which a new job classification or a change in operation of an existing job classification is to become effective.

2. For existing job classification not included in the pay scale of this Agreement, the notice shall be given to Union immediately after the effective date of this Agreement.

3. If no agreement is reached with the Union before the new or changed job operation is set to go into effect, the Company shall have the right to set the wage scale of the new or changed job operation in relation to the classifications and rates of pay in Appendices "A" and "B" until there is an agreement covering it with the Union. The Company and Union shall meet within twenty (20) days after installation of the new or changed operation to negotiate the rate.

B. If the Union and the Company cannot reach an agreement on the job classifications and wage rates, the matter may be submitted to arbitration as provided for in the Grievance and Arbitration Procedure which shall decide the dispute. The scope of such arbitration shall be the establishment of the job classification and the job wage rate.

C. Any wage rate increase shall be retroactive to effective date of new classification or of changes in operation of existing job classification; if it is an existing classification, it shall be retroactive to the effective date of this agreement.

ARTICLE 19: HOURS OF WORK, OVERTIME AND WAGES

A. OVERTIME: The following overtime provisions shall apply to all hourly workers except to irrigators.

DAILY OVERTIME: A premium of 35 cents per hour shall be paid for all hours worked in excess of nine (9) hours in any one (1) 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 (1-1/2) their regular rate of pay for all hours worked on such day.

B. NIGHT SHIFT PREMIUM: Night shift shall apply to field employees 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 breaks shall be one-half (1/2) hour and are not compensated nor counted as hours worked under the provisions of this Agreement.

E. Normally the piece rate crews will not work over eight (8) hours in any one day. However the Company may require the crews to work over eight (8) hours in any one (1) day if crop conditions require, or when the Company has orders that need to be filled and the crew or crews are informed as soon as possible of the need for extra time. This shall not apply to the tomato harvest crew.

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 calendar days.

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

ARTICLE 20: REPORTING AND STANDBY TIME

A. A worker who is required to report for work and does 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 (4) hours that day at their hourly rate of pay, and piece rate workers shall be paid at the piece rate earned during the time worked and general field harvesting hourly rate for the remaining time up to four (4) 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, market conditions, 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 rescinded 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 shall be in the middle of each four (4) hour work period or major fraction thereof. Company and Union agree that the exact times for such rest periods shall be agreed upon between the individual crews and their foremen and that normally the morning break shall begin no later than 10:00 A.M. and the afternoon break shall normally begin no later than 3:00 P.M.

ARTICLE 22: VACATIONS

A. 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.

Commencing January 30, 1977, and thereafter, a worker who has maintained his seniority for four (4) or more consecutive years shall receive double the above vacation benefits.

B. If a worker quits or is discharged, he or she shall be entitled to vacation pay provided he or she has met the eligibility requirements of this Article.

C. If a worker's vacation includes one of the holidays set forth in Article 24: Holidays, his or her vacation period shall be extended to include such holiday. If a worker's vacation period includes one of the holidays set forth in Article 24: Holidays, such worker shall be paid holiday pay for that day.

D. If a worker is entitled to a paid vacation and requests the pay so due him or her prior to taking the vacation he or she shall be paid the sum of money to which he or she is entitled, provided worker gives Company two (2) weeks' notice.

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 Agreement, Thanksgiving Day, Christmas Day and New Years Day shall be paid holidays, in addition to any paid holidays which Company maintained for any employees prior to this Agreement. In 1978 one-half (1/2) day on Good Friday shall be added as a paid holiday. In 1979, July 4th shall be added as a paid holiday. Work on Labor Day shall be optional for all workers.

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 work at last 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 August. All workers qualifying under Section B above shall receive holiday pay for this day as provided herein, commencing one (1) year after the effective date of this Agreement.

Upon receipt of proper written authorization from the worker, the Company shall deduct from such worker's 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 Section 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 Article. 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 of notice summoning him to appear and if so requested, documentary evidence of the amount of fees received for performing such services.

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 a fifty (50) mile trip as follows:

One-half (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.

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 weekly basis to that organization at P.O. 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 with the effective date of this Agreement, 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 16-1/2 cents for every hour worked during the preceding monthly payroll period for every worker covered by the Agreement. Contributions due shall be deposited with such bank as designated by the Administrator of the Plan. Said deposits shall be made or mailed not later than the 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, P.O. 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 March 1, 1977.

B. In the event that a higher contribution rate is negotiated for the Robert F. Kennedy Farmworkers Medical Plan during the term of this Agreement with the Vegetable Master Agreement companies who hold contracts with the Union, the Company (K.K. Ito Farms) agrees to pay such higher contribution rate to said Plan for each hour worked

for all workers covered by this Agreement.

The Company's obligation to meet any increase in such contribution shall not commence prior to December 1, 1978, but shall commence on the date the Vegetable Master Agreement companies increase their contribution rate, and such increase will be contributed by the Company thereafter for the life of this Agreement.

ARTICLE 31: JUAN DE LA CRUZ FARMWORKERS PENSION FUND

The Company shall contribute to the Juan De La Cruz Farmworkers Pension Fund, fifteen (15) cents per hour for each hour worked by all workers covered by this Agreement, commencing March 23, 1978.

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 farm workers by the Union, and the Internal Revenue Service has issued an advance determination that such plan meets the requirements of Part I 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 Juan De La Cruz Farmworker Pension Fund, P.O. Box 39122, San Francisco, California 94139, or such other address as may be designated by the Administrator of the Fund.

ARTICLE 32: MARTIN LUTHER KING FARMWORKERS FUND

The Company shall, during the term of this Agreement, contribute to the Martin Luther King Farmworkers Fund five (5) cents per hour for each hour worked by all workers covered by this Agreement, commencing March 1, 1979. 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 Farmworkers 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 monies and a summary report shall be remitted to the Martin Luther King Farmworkers Fund, P.O. Box 80762, Los Angeles, California 90080, or such other address as may be designated by the Administrator of the Fund.

ARTICLE 33: REPORTING ON PAYROLL DEDUCTIONS & FRINGE BENEFITS

All contributions due hereunder on fringe benefit plans shall be computed on the preceding monthly payroll period for every worker covered by the 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

In the event that the Company acquires Camp Housing for the use of its employees, the following shall apply:

A. Assignment of available camp housing shall be on a Company wide seniority basis. The Company agrees to maintain records on housing assignments and make such records available to the Union. There shall be no discrimination of assignments because of a worker's race, age, creed, color, religion, sex, political belief, national origin, 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 such central locations as shall be mutually agreed, upon which the Union may post notices.

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 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 shall notify the Union in advance of any subcontracting.

ARTICLE 38: LOCATION OF COMPANY OPERATIONS

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

ARTICLE 39: MODIFICATION

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

ARTICLE 40: SAVINGS CLAUSE

A. 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 inapplicable or illegal in accordance with such laws, render the remainder of this Agreement ineffective or work a termination.

ARTICLE 41: 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 42: DURATION OF AGREEMENT

This Agreement shall be in full force and effect from March 23, 1978, to and including February 29, 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 _____ day of _____, 1978.

FOR THE UNION:

FOR THE COMPANY:

JOB CLASSIFICATIONS AND JOB DESCRIPTIONS

FIELD

GENERAL LABOR

Hourly work. Classification covers general field harvesting, pruning of crops other than tomatoes, occasional work as an unskilled helper, bracing (installing reinforcement stakes for pole tomatoes), string-cutting and other clean-up operations after the tomato harvest (i.e., gathering twine, pulling out stakes, picking up string, broken stakes and litter in field), and miscellaneous duties not otherwise covered by other wage classifications or new changed operations that may be subject to Article 18, New or Changed Job Operations. Harvesting workers perform general labor tasks after the harvest.

IRRIGATOR

Hourly work. Installs and moves and services the appropriate irrigation system and equipment for the distribution of water to the farming operations as directed by the Company.

TRACTOR DRIVER B/TRAILER PULLER

Hourly work. Includes all other tractor operations except for those activities listed in Tractor Driver A. Drives tractor to cultivate, apply fertilizers with small tractor and stakes as directed by foreman and pulls trailers in field for harvest and other crew operations. Responsible for routine light maintenance of equipment he operates, such as checking oil and water.

FIELD FORK LIFT OPERATOR

Hourly work. Operates and does routine maintenance of field fork lift for loading during celery and tomato harvests. May direct truck drivers where to unload or move empty bins under the direction of supervisor. Performs routine maintenance on field forklift, such as checking oil and water.

TRACTOR DRIVER A

Hourly work. Worker transports equipment to field and must drive a truck with a trailer to transport tractor, backing tractor to trailer, driving tractor onto trailer, tying tractor down with chain binder. Operates tractor with cultivator

JOB CLASSIFICATIONS AND JOB DESCRIPTIONS CON'T

with proficiency, including setting all necessary tools on cultivator bars as directed by Company. Applies fertilizer, placing it in hopper, checking hopper for clogged gears, setting boots, knives and shovels as directed by foreman to adjust rates of application by fertilizer drill. When Company performs land preparation operations, performs furrowing, which includes setting necessary tools on cultivator bars as directed by foreman and discing. Performs precision planting of green beans with semi-precision planter which seeds bed; for this operation a helper may work watching planter. Occasionally may be called upon to apply herbicide with a tractor-sprayer as directed by foreman. May be required to move trailer with equipment, as directed by Company. 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 is responsible for routine light maintenance of equipment. All employees who have worked and who are presently performing any of the above operations qualify under this job description.

TRUCK DRIVER

Hourly work. Drives single axle, six wheel Company trucks. Hauls the loads and empty boxes or bins and other items such as tomato stakes to and from field and shed under the direction of supervisor. Must possess state driver's license. Performs routine maintenance on trucks, such as checking oil and water.

THIN AND HOE

Hourly work. Uses long-handled hoe and appropriate method, workers remove excess plant growth around Company's crops according to Company's instructions.

CHECKER/TALLYER

Hourly work. Checker is assigned to crew to tally boxes of tomatoes or other piece or incentive rate crops picked by each picker. Works under direction of crew supervisor. Provides pickers with access to tally sheets at end of each day, if requested by any picker.

JOB CLASSIFICATIONS AND JOB DESCRIPTIONS CON'T

STRING BEAN HARVEST

Hourly work. Worker hand picks beans into baskets supplied by Company, picking two lines of beans according to size and color as directed by Company. Carries basket to end of row when full and dumps.

TOMATO PRUNING, STAKING AND STRINGING

Hourly work. PRUNING: One worker works one row at one time trimming tomato vines according to Company instructions.

Hourly work. STAKING: Workers work in groups of two or three per row, depending upon the machine used: One drives staker machine, one feeds stake to staker, one supplies stakes to worker who feeds machine. Workers work under direction of the Company supervisor. Workers sometimes load stakes.

Hourly work. STRINGING: Stringers must tie both fronts and backs of plant to stake, tucking vines in between front and back of Company-supplied twine. Twine tension and height of string shall be as per Company instructions; each vine will generally be strung three or four times at three or four different heights, depending on size of tomato vines and Company instructions.

TOMATO HARVEST

Hourly Plus Incentive Per Box. Hand picks tomatoes under the direction of Company, one worker per row, according to size and color, and places in picking boxes supplied by Company. Worker rolls boxes through rows on tomato carts supplied by Company. Picking boxes are brought to the end of row and dumped into the nearest bin, which shall be the bin assigned to each worker.

CELERY HARVEST CREW

Piece Rate operation, paid per carton and divided equally among all members of the crew (sixteen (16) workers comprise one (1) crew). Assembles, binds, distributes wirebound cartons, cuts stalks, cuts off butt and top with knife as per Company instructions. Lays stalks on packing shelves on table (burra), packs celery by size as per Company instructions, puts paper in packed box and places packed boxes on ground. Closes boxes, stamps according to size and Company name. Loads packed boxes onto Company trucks, normally stacked three (3) high on pallets.

JOB CLASSIFICATIONS AND JOB DESCRIPTIONS CON'T

CABBAGE, ROMAINE AND LETTUCE HARVEST GROUND CREW

Piece Rate Operation, paid per carton and divided equally among members of crew. Jobs in crew consist of cutters, packers, stitcher, box boy and loaders working under direction of Company foreman. Assembles cartons with stapler machine, stamps cartons according to size, commodity and Company name, cuts, trims and cleans vegetables. Packs by size, closes cartons and loads onto trucks

TRANSPLANT CELERY

Hourly Work. While on transplanter machine, worker picks from top of planting unit or carrying rack on side of unit and inserts into planter into grippers which are six inches (6") apart, and machine plants. Workers follow machine and hand plants celery plants in spots skipped by machine using trowel supplied by Company. Celery transplant by hand may be necessary during certain times of the year.

MECHANIC HELPER

Hourly work. Works in general maintenance and assists in the repair of all Company vehicles and equipment other than packing shed machinery as per Supervisor's instructions.

In accordance with past practice, it is understood that workers may be asked to perform other miscellaneous jobs when their own work, discussed in the above job descriptions, is slack or circumstances arise which make it necessary; when a worker is asked to perform such other work which pertains to a classification with a lower rate of pay, he shall be paid his regular rate for all time so worked.

The following piece-rate operations shall have a guaranteed hourly minimum wage that is equal to the General Labor hourly rate:

Celery Harvest Crew
Cabbage, Romaine and Lettuce Harvest Crew

JOB CLASSIFICATIONS AND JOB DESCRIPTIONS

PACKING SHED

TOMATOES

PACKER

Piece Rate Work. Packs tomatoes as to size and color; 3X4 and 4X4 (together), 5X5, 5X6, 6X6, 6X7, 7X7, 7X8.

SORTER

Sorts colors as to green, colors 1, 2, 3 (pinks), 4 (hard ripe) and 5 (ripe). Sorts tomato culls such as rotten, soft, sunburned, cut or bruised and throws into cull box (a chute).

MISCELLANEOUS FLOOR HELP

1. Fold back tops on each of two sides of cartons when work load warrants.
2. Takes empty cartons from area where left by Carton Assembler or off conveyor belt and feeds empty box lines by hanging cartons on hooks (merry-go-round machine). Helps keep work area in order.

DUMPER

Operates machine that dumps tomatoes onto line by means of a lift, emptying bins and guiding empty bins onto belt leaving shed. Helps keep area around dumping machine in order.

CHECKER

Tallies packed boxes by field and size on Company Tally Sheet. Takes packer's tickets out of packed boxes and places them in ticket receptable. Helps control packed boxes line. May fold down one of two ends of box if work load warrants.

FORKLIFT AND BUG DRIVER

Unloads and loads trucks with bins. Keeps good supply of bins full of tomatoes on line to Dumper. Takes empty bins off line from Dumper, stacks and places them in designated area. Unloads and keeps Carton Assembler supplied with "shook" for making cartons, and unloads lids. May be responsible for routine light maintenance of forklift.

JOB CLASSIFICATIONS AND JOB DESCRIPTIONS CON'T

APPRENTICE FORKLIFT AND BUG DRIVER

Performs the duties listed for Forklift and Bug Driver, but has worked at the job for less than thirty (30) calendar days.

HAND TRUCKER

Pulls completed cartons off conveyor belt inside cooler and hand trucks from line to designated stacking area.

LIDDER

Brings lids from designated area to work area, may fold back tops on each of two sides of carton, (places lids on boxes). Helps keep work area clean.

STACKER/STAMPER

Stacks tomato cartons as to size (3X4 through 7X8) and color (fine colors as described in descriptions for Sorter). Helps sweep up cooler.

Rubber-stamps sizes of tomatoes on ends of box as directed by Company. When work load warrants, may fold down one of two ends of box or may help tally boxes. Responsible for replenishing and caring for stamping equipment and reporting any problems to supervisor.

LOADER

Loads trucks with stacks of tomato cartons using hand truck. When not loading, may help keep work area in order, perform light maintenance on forklifts, or move cull truck on Company grounds.

CARTON ASSEMBLER

Operates machine that makes completed cartons. Puts hot melted glue in glue pots when needed. Puts body of cartons on rack, puts ends in machine. Stacks cartons and moves them to designated area; may feed empty box lines (merry-go-round machine) if work load warrants. Maintains machine in order.

OTHER SHED OPERATIONS: STRING BEANS, CELERY, CABBAGE AND ROMAINE

FORKLIFT DRIVER

Unloads packed cartons of beans or celery on pallets, places them in a designated area. Performs routine light maintenance of forklift and performs cleanup as warranted.

JOB CLASSIFICATIONS AND JOB DESCRIPTIONS CON'T

DUMPER

Places cartons of beans or celery from pallet, and places them on belt through hydrocooler. Keeps water tank in hydrocooler filled with water and ice. Helps maintain work area in order.

STAKER-LOADER

Takes cooled celery or bean cartons off belt from hydrocooler and hand trucks into cooler. Stacks cartons according to size. Loads trucks with stacks of beans or celery cartons using hand truck. Helps maintain work area in order.

APPENDIX "A"

FIELD WAGES

<u>JOB CLASSIFICATION</u>	<u>EFFECTIVE DATES</u>	
	<u>March 23, 1978</u>	<u>March 1, 1979</u>
General Labor	\$ 3.40	\$ 3.55
Irrigator	3.50	3.65
Tractor Driver B/ Trailer Puller	4.00	4.15
Field Fork Lift Operator	4.00	4.15
Tractor Driver A	4.15	4.30
Truck Driver	4.15	4.30
Thin and Hoe	3.40	3.55
Checker/Tallyer	3.60	3.75
String Bean Harvest	3.40	3.55
Tomato Pruning, Staking and Stringing	3.40	3.55
Tomato Harvest	3.40+10¢/ box	3.55+ 12.5¢/ box
Celery Harvest - Piece Rate (Field Pack, Standard Carton)	.80	.83
Cabbage Harvest - Piece Rate (Field Pack, Standard Carton)	.58	.60
Romaine Lettuce Harvest - Piece Rate (Field Pack, Standard Carton)	.47	.50
Transplant Celery	3.40	3.55
Mechanic Helper	4.20	4.35

APPENDIX "B"

PACKING SHED WAGES

<u>JOB CLASSIFICATION</u>	<u>EFFECTIVE DATES</u>	
	<u>MARCH 23, 1978</u>	<u>MARCH 1, 1979</u>
TOMATOES:		
PACKER		
Ripes and Pinks	\$	\$
3-Layer Pack, per Carton	.306	.316
2-Layer Flat, per Carton	.198	.203
SORTER	3.575	3.775
MISCELLANEOUS FLOOR HELP	3.575	3.775
DUMPER	3.69	3.89
CHECKER	3.575	3.775
FORK LIFT AND BUG DRIVER	4.05	4.25
APPRENTICE FORKLIFT AND BUG DRIVER	3.80	4.00
HAND TRUCKER	3.65	3.85
LIDDER (HAND)	3.90	4.10
STACKER/STAMPER	3.65	3.85
LOADER	4.00	4.20
CARTON ASSEMBLER	3.825	4.025
<u>OTHER SHED OPERATIONS:</u>		
STRING BEANS, CELERY, CABBAGE AND ROMAINE		
FORKLIFT DRIVER	4.05	4.25
DUMPER	3.625	3.825
STAKER - LOADER	4.00	4.20

In case of standby or call time, Packers shall be paid at least \$4.175 per hour for each hour in which there is standby time and in which he or she is not released (this shall increase to \$4.375 on 3/1/79), providing, however,

that an Apprentice Packer who has worked as a Tomato Packer for less than ten (10) days shall receive the Miscellaneous Floor Help rate for standby time.

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

APPENDIX "C"

NOTICE OF RECALL

K. & K. ITO FARMS
Las Posas & Caweltti
Camarillo, Ca. 93010
Telephone: 805/482-2784

TO: _____ Date: _____
_____ Social Security _____
_____ Number _____
_____ Seniority Date _____

In accordance with the provisions of Article ___ of the Agreement between K. & K. ITO FARMS and the UNITED FARM WORKERS OF AMERICA, AFL-CIO, you are hereby given official notice of recall for re-employment as a _____.

This work is anticipated to begin on _____ and the estimated duration is approximately ___ working days.

The exact starting date is subject to change and can be confirmed on or about _____. Please advise the Company of your whereabouts right away on the form below, so that we can contact you with the exact starting date. You may also obtain the starting date by telephoning the Company's office on or after _____ at 805/482-2784.

Remember to bring your Social Security Card on the date you report for work.

Failure to respond to this recall to work will result in your loss of seniority under Article ____, Seniority, of the Contract.

K. & K. ITO FARMS

BY _____
(signature)

To worker: Cut on the dotted line and send form below, filled out, to Company, confirming your address or advising of your new or present address.

I, (type in worker's name here when sending letter), can be reached at the following address and telephone number:

In care of _____
Address: _____
City, State: _____
Telephone: () _____

SECOND NOTICE OF RECALL

K. & K. ITO FARMS
Las Posas & Caweltti Roads
Camarillo, Ca. 93010
Telephone : (805) 482-2784

TO : _____ Date: _____
_____ Social Security No. _____
_____ Seniority Date _____

Dear _____:

On _____ the Company sent you a letter recalling you to work as a _____.

The Company has received no response from you as of this date. Under Article 4, Section B (4) of the Collective Bargaining Agreement between K. & K. ITO FARMS and the United Farm Workers of America, AFL-CIO, you have lost your seniority.

If for any reason, however, you feel an error has been made, please contact the Company immediately by _____ (date, worker has 3 days upon receipt), and we will consider your appeal.

Sincerely,

K. & K. ITO FARMS

BY _____
(signature)

LETTER OF UNDERSTANDING

between

K. K. ITO FARMS

and.

UNITED FARM WORKERS OF AMERICA, AFL-CIO

ARTICLE 4: SENIORITY

I. Re: Section B. (5)

A. In the event of an emergency (such as an accident, illness, or other family emergency) which causes the temporary absence of a crew foreman, the Company may, on the basis of seniority, offer such position to a bargaining unit worker to fill in for up to thirty (30) days. During such thirty-day period the temporary foreman shall continue to maintain and accrue seniority.

B. When a worker leaves the bargaining unit to accept a supervisory or other position with the Company outside the bargaining unit, seniority shall continue to accrue for thirty (30) days. If prior to the end of the thirtieth day the worker decides to re-enter the bargaining unit, he shall be allowed to do so with full seniority rights.

II. The parties understand and agree that year-round or virtually year-round employees (such as irrigators, tractor drivers, forklift operators, etc.) shall continue to be supplied with steady work at their regular rate of pay as has been the Company's past practice, even though such work may be work other than that normally performed in their

classifications. Such practice shall continue and shall not be construed to be in violation of Section K ("no bumping") of Article 4.

Executed this _____ day of _____ 1978

FOR THE UNION

FOR THE COMPANY

SUPPLEMENTAL HEALTH AND SAFETY AGREEMENT

BETWEEN

K. K. ITO FARMS

and

UNITED FARM WORKERS OF AMERICA, AFL-CIO

This Supplement is an attempt to further define the responsibilities of the parties with respect to Article 14: Health and Safety, and general working conditions.

A. The Company agrees to provide tools and equipment in accordance with Section F of Article 14: Health and Safety, such as hoes and files, shovels, knives (the types presently provided), tools for the maintenance of the tractors and others that are necessary to do the work.

B. The Company agrees to provide rubber boots and rain gear (head covering, jacket, pants), supplied to employees in clean and sanitary condition, when needed to safeguard

the worker's health. The garments shall be provided as per Article 14: Health and Safety, Section F.

C. Chemical applicers shall be provided with all appropriate protective equipment and garments as required by applicable laws, rules and regulations, and shall also be furnished overalls, in accordance with Article 14, Section F.

D. Tractor Drivers shall be provided with the necessary tools which shall be issued pursuant to Article 14, Section F of this Agreement, including but not limited to the following:

1. Crescent wrenches sizes 18, 12, 10, and 6;
2. Two (2) sizes of screwdrivers;
3. Pliers;
4. Set of socket wrenches; and
5. Grease gun.

E. Gloves shall be provided to tomato stakers and loaders. They shall be supplied to a limit of one (1) per week when the old gloves are returned worn out.

F. Gloves shall be provided to tomato stringers and pickers. They shall be supplied to a limit of one (1) per week when the old gloves are returned worn out. Workers shall be sold additional gloves at cost.

G. The Company agrees to maintain tomato carts and celery burras lubricated and in good repair.

H. When it is too wet to use tomato carts in the rows due to weather, the Company may if possible provide buckets to the pickers.

I. Chemical applicers shall be provided with portable containers of clean potable water.

J. Shields or awnings shall be installed on Company tractors and related equipment.

K. The seats on Company equipment used for three (3) hours or more during a day shall be padded.

L. Celery Harvesting Crews

1. The Company agrees not to employ excessive numbers of workers in the piece rate crews for the purpose of causing economic detriment to the workers.

2. Loaders in the celery harvesting crews shall perform whatever windrowing is required, as in the past.

3. The Foreman shall give the Union Steward in each celery harvesting crew, on a daily basis, a true copy of the tickets for each truck that is loaded out of the field, indicating the quantity of boxes in each load.

4. Celery harvesting crews shall be paid by crew and if a second crew enters a field in which one crew is working, such crew shall be paid seperately.

5. Celery crews shall be paid for all cartons packed, closed, and loaded as in the past.

6. The Celery crew shall continue to be paid by crew as in the past, with pay being divided equally among the members of the crew.

M. Transportation

Company agrees to pay all fines issued its truck drivers by the California Highway Patrol or other applicable law enforcement agency for any safety violations discovered on its vehicles.

Executed this _____ day of _____ 1978

FOR THE UNION:

FOR THE COMPANY:

PACKING SHED SUPPLEMENT

K. K. ITO FARMS

I. Re: Article 14: Health and Safety

In accordance with Article 14, Section F, Company agrees to provide Packing Shed workers with suitable rubber and/or protective gloves.

II. Re: Article 19: Hours of Work and Overtime

The following replace the applicable sections only of Article 19 for Packing Shed workers.

A. The following overtime provisions shall apply to all packing shed workers.

DAILY OVERTIME: On Mondays through Saturdays, all hours worked in excess of eight (8) hours but less than twelve (12) hours in any one day shall be paid at the rate of one and one-half (1-1/2) the worker's regular hourly or average hourly rate of pay; tomato packers shall receive time and one-half (1-1/2) the regular straight-time pay.

All work in excess of twelve (12) hours in any one day shall be paid at the rate of double (2 times) the worker's regular rate of pay; the same provisions for tomato packers stated above shall apply.

SUNDAY OVERTIME: On Sundays, workers shall receive time and one-half (1-1/2) their regular rate of pay for all hours worked on such day under twelve (12) hours. The preceding Section shall apply thereafter.

B. A night crew differential of thirty-five (35) cents per hour shall be paid on hourly rates, and when piece rates are used this thirty-five (35) cents per hour shall be translated into piece rates.

C. Overtime for night workers shall be after the first eight (8) hours worked after 5:30 p.m. In any twenty-four (24) hour period in which night workers are employed to perform packing and loading operations, day crew shall be assured of eight (8) hours work for that day.

D. No worker, except as provided in the following paragraphs, 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 hour, but workers may be given a call to return to work more than one hour after meal period is given, subject to the provisions of Reporting and Standby Time of this Supplemental Agreement.

Workers 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.

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

III. Re: Article 20: Reporting and Standby Time

For Packing Shed workers, the following shall replace the applicable portions of Article 20: Reporting and Standby Time, of the Agreement:

A. Workers shall be paid from the time called until released and shall be paid a minimum of four (4) 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.

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

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

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

IV. Re: Article 21: Rest Periods

In the packing shed, there shall be a ten (10) minute break every two (2) hours, unless the crew is stopping work within one-half (1/2) hour of the end of such two (2) hour period.

V. Re: Article 24: Holidays, Section A

All work performed on New Year's Day, February 22, May 30, July 4, Labor Day, Thanksgiving Day, Christmas Day, and November 11 shall be paid at time and one-half (1-1/2) according to Section A of Article 24: Holidays. Eight (8) hours of straight time pay shall be paid to packing shed workers satisfying Section B of Article 24: Holidays, for Christmas Day, New Year's Day, February 22, July 4, Labor Day, and Thanksgiving; if a worker works on any of these holidays, his holiday pay shall be in addition to the time and one-half (1-1/2) mentioned above. In 1978, one-half (1/2) day on Good Friday shall be added as a paid holiday.

Executed this _____ day of _____ 1978

FOR THE UNION:

FOR THE COMPANY:

SUPPLEMENTAL AGREEMENT

RE: Article 13: Supervisors

The Company, because of its limited agricultural operation, has a matter of existing historical practice utilized supervisory personnel to perform bargaining unit work.

Such historical practice may continue, provided, however, that the number of supervisory personnel be limited to the names listed herein or their replacements. Such supervisory personnel will not replace workers who normally perform such in-unit work.

Tadashi Watanabe

Angie Kiriazi

Eugene Tirada

Abel Ramos

Tom Lam

Jose Rios

Terukazu Toki

Lupe Sanchez

Executed this _____ day of _____ 1978

FOR THE UNION:

FOR THE COMPANY:

