

**COLLECTIVE BARGAINING AGREEMENT**



**PACIFIC MUSHROOM FARM  
PESCADERO, CALIFORNIA**

**AND**

**UNITED FARM WORKERS OF AMERICA, AFL - CIO**

**NOVEMBER 2, 1998 - NOVEMBER 2, 2001**

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## ARTICLE 1: RECOGNITION

### A. Parties to Contract

1.A.1. This Agreement is by and between Pacific Mushroom Farm, Pescadero, California (hereinafter called the Company) and United Farm Workers of America, AFL-CIO (hereinafter call the Union). The parties agree as follows: (parties)

1.A.2. The Company recognizes the Union as the sole and exclusive bargaining representative for all agricultural employees at the Company's Pacific Mushroom Farm as certified by the State of California Agricultural Labor Relations Board in Case Number 77-RC-11-M. (1.1.)

1.A.3. 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 employees. (1.3.)

1.A.4. In the event the State of California Agricultural Labor Relations Board certifies additional agricultural employees not currently included within this bargaining unit, such additional employees shall be covered by the terms of this Agreement. (1.1.)

### B. Coverage of Contract

1.B.1 The term "employees" as used throughout this Agreement shall exclude all salaried employees including office clerical employees and supervisors who have the authority to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward or discipline other employees or the responsibility to direct, adjust 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 judgement. (1.2)

### C. Assignability of Contract

1.C.1. 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. (37)

1.C.2. 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 provision of this Article. (37)

1.C.3. By this Article, the parties agree to define contractual rights and do not waive any statutory rights. (37)

1.C.4. In the event the Company decides to close Pacific Mushroom Farm, the Company will meet with the Union to discuss the impact such closure will have on the employees.

## **ARTICLE 2: UNION SECURITY**

### **A. Union Shop**

2.A.1. All employees who on the effective date of this Agreement have two or more weeks of seniority with the Company shall as a condition of employment become and thereafter remain a member of the Union in good standing. (2.4)

2.A.2. All employees entering the bargaining unit after the effective date of this Agreement, upon completion of two weeks of service, shall as condition of employment become and thereafter remain as members of the Union in good standing. (2.5)

### **B. Penalty for failure to maintain Union Membership**

2.B.1. The Union shall be the sole judge of the good standing of its members. The Union agrees that for the purpose of this Agreement it shall observe the guidelines as stated in Chapter 4, Section 1153 (c) of the ALRB of 1975. (2.6)

### **C. Items and Amount Subject to Check-Off**

2.C.1. The Company will deduct from the wages of employees who have authorized such deductions: the Union initiation fee, special assessments and dues uniformly required at the time of such deductions. The Company shall make such deductions from the employee's pay for the payroll period in which it is submitted provided it is submitted prior to the payroll having been made up for that payroll period and periodically thereafter as specified on the authorization so long as the authorization is in effect and shall remit such monies to the Union weekly. (2.3)

### **D. Check off Authorization**

2.D.1 The Company shall furnish newly hired employees with membership applications and dues check-off authorization forms as provided by the Union. (2.5)

### **E. Check-Off Liability Protection**

2.E.1. The Union shall indemnify, defend and hold the Company harmless from and against any and all claims, demands, suits or other forms of liability which may arise out of or by reason of action taken by the Company for the purpose of compliance with any of the provisions of this Article. (2.6)

## **ARTICLE 3: HIRING**

### **A. Hiring Procedures**

The Company shall retain the responsibility for hiring within the following framework: (3.1)

3.A.1. The Company shall establish and maintain a central location where prospective employees may complete written applications for work during normal business hours. The company shall make known to the Union the address of this central hiring location and the name of the person in charge of hiring. (3.1.a)

3.A.2. The authority to hire new employees is vested solely in the Farm Manager and the person in charge of personnel. The Company shall notify the Union and the Workers Board when new employees will be hired. (3.1.b)

3.A.3. The Company shall notify the local Union's office, the Workers Board and will post a notice for all employees in advance of the date, time and exact location when it is replenishing the application pool. (3.1.c)

3.A.4. The Company and the Union do not and will not, as a matter of policy, discriminate against employees because of race, age, religion, sex, veteran status, political belief, qualified disability, national origin or union activity. In this regard, the Company offers employment and promotional opportunities regardless of race, age, religion, sex, veteran status, political belief, qualified disability, national origin or union activity. In this regard the provisions of this labor agreement will not prevent the parties from mutually agreeing to items on a case by case basis which are required by the American's with Disabilities Act.

3.A.5. Applications shall be given on the designated day and time. Applicants will be given a number and the other half of the number will be placed in a box to hold a lottery and select the necessary number of applicants to complete the application pool. The Company shall select the qualified applicants from those applicants drawn in the lottery for the application pool. Each new application received shall be given a number as received. (3.1.d.e.)

3.A.6. All prospective employees seeking employment at the Company shall fill out and sign an application. All applications shall be dated and time stamped, the Company shall keep the original, one copy shall be provided to the applicant and one to the Workers Board. (3.1.e.e.)

3.A.7. The Company will maintain an application pool of fifty (50) applicants and will re-supply the pool based upon the number of applicants hired from the pool. (3.1.e.)

3.A.8. Each applicant in the pool will check for employment at the Company's personnel office by signing a logbook once a month at a time and date set by the Company. If an applicant fails to sign the log book three (3) times within a calendar year, his/her application will be dropped by the Company. (3.1.e.)

3.A.9. The Company shall not act unjustly or arbitrarily in the selection of new employees and shall fully explain the job duties giving the new employees reasonable time to meet the job requirements. (3.1.e.)

3.A.10. Applicants will be given employment in numerical order provided such applicants pass the pre-placement physical examination. Among qualified applicants, preference for hiring shall be given to former employees who have filled out an application in accordance with the above procedure, provided such employees were not terminated for just cause as per Article 10, of this Agreement or been out of the Company's employ for more than twelve (12) calendar months. (3.1.e.)

**B. Notification to Union**

3.B.1. The Company shall introduce newly hired employees to the appropriate Steward or other Union Representative on the job site on the first day of employment. (3.1.h)

3.B.2. The Company shall notify the Union in writing within twenty-four (24) hours of the name, Social Security number, date hired and job classification for all newly hired employees and shall provide a copy of such a notification to the Workers Board and appropriate shop Steward. (3.1.i.)

**C. Status of Probationary Workers**

3.C.1. New full time employees shall be considered probationary during the first sixty (60) days of work. The Company shall advise the Union of probationary employees terminated during this period and upon request shall make available to the Union information as to the terminated employee's work performance. (4.1)

It is understood and agreed that during such a probationary period the employee is entitled to all protections provided in this Agreement except that discharge resulting from unsatisfactory work performance only shall not be subject to the grievance procedure during the period. (4.1)

**ARTICLE 4: SENIORITY**

**A. Definition**

4.A.1. Employees shall be considered seniority employees and placed on the seniority lists on the first day of work following the completion of their probationary period and their seniority will date back to their date of hire. (4.1)

**B. Scope of Seniority Unit**

4.B.1. Farm Seniority is defined as an employee's total length of continuous service with the Company beginning from the most recent date of hire.

4.B.2. Classification seniority is defined as an employee's total length of continuous service in any area of the Company's operations which has been designated as a separate classification, beginning from his date of entry into the classification.

4.B.3. The following are the classifications of work:

1. Harvesters
2. House Attendants
3. Temperature Scouts
4. Storeroom Attendant
5. General Laborers
  - A. Pallet Loaders
  - B. Janitors
  - C. Board Rollers
  - D. Roughers

6. Contract Laborers (General Labor)
  - A. Filling Contract
  - B. Spawning Contract
  - C. Emptying Contract
7. Machine Casing Laborers
8. Overwrap Machine Operator
9. Fresh Pack Servicepersons
10. Fresh Pack Dock Loaders
11. Box Maker
12. Fresh Pack Utility Operator
13. Sorters
  - A. Bulk Line
  - B. Overwrap Line
  - C. Night Shift
14. Irrigation Operator
15. Irrigators
  - A. Day Irrigators
  - B. Night Shift
  - C. Sanitation
  - D. Sanitation - Night
16. Compost Operators
17. Compost Laborers
  - A. Compost Operators Assistants
  - B. Compost Irrigators
18. Equipment Operators
  - A. Filling Contract
  - B. Spawning Contract
  - C. Emptying Contract
  - D. Casing Machine Operator
  - E. Forklift Operators
  - F. Casing Preparation Operator
  - G. Vacuum Cooler Operator
  - H. Utility Operator
  - I. Other Operators
  - J. Basket Washers
19. Maintenance Mechanics
  - Master Mechanic
    - AA.
      - A.
      - B.
20. Farm Mechanics
21. General Maintenance
22. Soil Samplers

- 23. Pasteurization Technician  
(4.10.b.)
- 24. Quality Assurance

C. Seniority Dates

4.C.2.a. In cases where more than one worker was hired by the Company and/or entered into a classification on the same day, whether such workers were hired prior to the effective date of this Agreement, seniority shall be established on the basis of their Social Security number, the worker with the lowest last four digits of his Social Security number being placed in the highest seniority position on the list for that day. (4.12.)

D. Effect of Interruptions in Employment

4.D.1. The seniority service record of an employee will be considered broken when: (4.7)

- a. An employee is discharged for just cause. (4.7.a.)
- b. An employee voluntarily leaves the Company's employ. (4.7.b.)
- c. An employee works for another company at another job while on leave of absence. (4.7.e.)
- d. Having been laid off for lack of work, and employee fails to report within a period of three (3) work days following the date on which the employee was told to report to work by a phone call from the Company or by registered mail to the last known address as shown on the Company's records, unless satisfactory reasons are given. (4.7.c.)
- e. An employee is laid off for a period equal to an employees seniority if the employee has less than one years seniority, or for a one year period if the employer has more than one years seniority. (4.7.f)
- f. An employee fails to report for work at the termination of a leave of absence of furlough unless satisfactory reasons are given. (4.7.d)

4.D.2. During an authorized leave of absence, an employee will not lose any seniority rights. (11.1)

4.D.3. Upon returning from leave or furlough or vacation, employees shall return to former job classification or function. An employee may be temporarily assigned to other duties in accordance with the principles of seniority in case of lack of work within their regular job classification or function or in case of special work needs. (4.9.)

E. Effect of Transfer

4.E.1. An employee who is assigned on a full-time basis to another classification or function shall establish a new classification seniority date in the new classification and shall retain seniority in the old classification if for any reason the employee returns to that classification within a period of one (1) month. (4.10.a.)

4.E.2. When an employee leaves the bargaining unit to accept a supervisory or other position with the Company outside of the bargaining unit, he/she will lose seniority. (4.7.g.)

F. Seniority Lists

4.F.1. Seniority lists (farm and classification or function in order of seniority) showing the employees seniority date(s) shall be maintained by the Company. The Company shall supply the Union with such lists semi-annually as follows: (4.2)

- a. The Company shall maintain and provide to the Union seniority lists for the classification or functions for the purpose of this Article. (4.10.b.)
- b. A list of farm seniority including name, Social Security number, work number and farm seniority date. (4.2.a.)
- c. A list of classification or function seniority including name, work number and classification or function seniority date. (4.2.b.)

4.F.2. The Company will notify the Union monthly in writing of additions to and deletions from the seniority lists. The seniority lists shall be posted for a period of two (2) weeks by the Company at the signing of this Agreement, and thereafter for a period of two (2) weeks every six (6) months. (4.2.)

4.F.3. If a question arises concerning the accuracy of the lists, the Company and the Union shall resolve the issue as outlined in Article 8.

**ARTICLE 5: LAYOFF, REHIRING, WORKSHARING**

A. Selection of Workers for Layoff

5.A.1. In the event it becomes necessary to make a reduction in the workforce, all probationary employees shall be laid off before employees with seniority provided they do not possess special skills which cannot be replaced by seniority employees. (4.5.a.)

5.A.2. If conditions require a further layoff, employees with seniority will be laid off on the basis of their Farm seniority. Employees who are not laid off, but whose jobs are eliminated will be assigned on the basis of their Farm seniority to the vacancies created by the layoff provided they are qualified to perform the duties involved. (4.5.b.)

B. Exceptions to Seniority Rules

5.B.1. The Company will not be required to lay off any employee who has certain knowledge or skill, which cannot be replaced by more senior employees. (4.5.b.)

C. Notice of Layoff and Layoff Pay

5.C.1. Whenever it is possible, the Company shall give the Union at least three (3) days notice of an impending layoff. Such notice shall be given to the Workers Board with a copy sent to the local Union office. (4.4.)

5.C.2. The Company will notify the Union in writing within five (5) days of the names of the laid off employees, their Social Security numbers and the dates of hire or seniority dates. (4.5.a.)

**D. Bumping**

5.D.1. Neither Farm nor Classification Seniority shall be applied so as to displace (bump) any employee within any job classification or function. (4.5.c.)

5.D.2. In the event of a permanent elimination of a worker's job classification, said worker shall have first preference to fill any vacancy provided he is qualified and that he does not bump the first identified alternate. However, in the event of a reduction in the workforce, which results in the elimination of a permanently classified position, the company agrees to make the displaced worker the first designated alternate for that classification. Should no other vacancy be available said worker shall be assigned to the picking. Should more than one (1) employee be displaced preference shall be in order of Company seniority. In the event that said workers cannot be accommodated in other vacancies nor in the picking, the Company shall lay off the workers with lowest Company seniority in order to relocate displaced workers provided that said displaced workers have a higher Company seniority date than the workers being laid off. Workers laid off shall be entitled to recall in accordance with this Article when the first vacancies arise. (4.13)

**E. Intra - Farm Transfer**

5.E.1. If it becomes necessary to reduce the number of employees within a job classification or function, employees will be transferred out of the classification or function, employees will be transferred out of the classification or function applying the principles of seniority as defined in Section 6.B.1.a. to the same classification or function seniority. In the event that a vacancy arises in the transferred employee's former classification or function, said employee shall be entitled to return to that former classification or function within the period of one (1) month. Employees transferred out of a job classification or function will be assigned to job vacancies which are available based upon their total length of service at the Farm (farm seniority). (4.5.d.)

**F. Order of Rehiring After Layoff**

5.F.1. Employees will be recalled from layoff on the basis of their Farm seniority provided they are qualified to perform the duties of the jobs to be filled; however, employees may return to their former classification or function when work becomes available in that classification or function. (4.6.)

**G. Notice of Recall and Response to Notice**

5.G.1. The Company when anticipating the recall of seniority employees shall notify the employees in writing by registered mail no later than two (2) weeks prior to the starting date of work. Said notice shall include the date and time when the employee should report to work and the classification or function of work to which the employee is being recalled. The Company will notify the Union in writing of the employees being recalled from layoff by name, Social Security number and seniority date. The Company will also notify the Union of any letters of recall sent to employees which are returned to the Company because the addressee cannot be located. Employees shall be responsible for advising the Company of any change in address or phone number for the purpose of recall from layoff. (4.6)

## ARTICLE 6: PROMOTIONS, DEMOTIONS, TRANSFERS

### A. Posting and Bidding

6.A.1. In the event of a permanent job vacancy, the Company will post such vacancy on the bulletin board for seven (7) calendar days. A copy of such posting shall be provided to the Workers Board. The employer shall provide a harvesting posting every nine (9) months for employees interested in harvesting positions. (4.3)

6.A.2. Employees desiring consideration for the job vacancy will so indicate by signing the postings. A member of the Workers Board may sign the posting on behalf of any employee who is absent from work who has indicated in writing to the Committee a desire to be considered for such vacancy. Selections will be made in accordance with Section B. of this Article and the selected employee(s) will be given training as needed. (4.3.)

### B. Selection

6.B.1. In making promotions, transfers, and filling vacancies and new jobs, the Company shall follow the principles of seniority. The principles of seniority shall be: (4.8.)

- a. Employees who are capable of performing the job shall be offered the job beginning with highest Farm seniority employee first. (a.)
- b. Should no one volunteer and should it be necessary to fill the job with seniority employees rather than new hires, the employee with the least Farm seniority shall be obligated to fill the job. (b.)

6.B.2. In all cases the supervisor shall fully explain the job duties and requirements and shall give the employee reasonable time to meet the job requirements. (4.8.)

6.B.3. It is agreed and understood that the Company may require reasonable skill and experience as requirements for promotions to the positions of Maintenance and Farm Mechanics. (S.L.4.3.c)

### C. Special Transfer

6.C.1. If a worker has been ill or injured to the extent that medical care is required and has been advised by his/her doctor that the percentage of his disability would allow him to perform other types of available work provided by the Company, the worker shall be entitled to assert his full seniority to fill any vacancy which occurs for which he is qualified and shall be given preference above all others on the waiting lists provided he shall not bump any identified alternate. (4.11.)

6.C.2. Employees who have been on medical leave as the result of a work related accident or illness shall be given the first vacancy that arises on a job that they have been medically certified as being able to perform. (14.12.)

**D. Temporary Transfers**

6.D.1. Upon returning from leave or furlough or vacation, employees shall return to their former job classification or function. An employee may be temporarily assigned to other duties in accordance with the principles of seniority in case of a lack of work within their regular job classification or function or in case of special work needs. (4.9.)

**ARTICLE 7: TRAINING AND APPRENTICESHIP**

**A. Apprentice Wages**

7.A.1. When an employee is working as a trainee for a higher rated job, he or she shall be paid for such training at his/her regular rate of pay for a time period not to exceed fifteen (15) days. (17.6.)

**B. Provisions for training Programs**

7.B.1. To provide opportunities for advancement or change in job classification, the Company shall maintain alternate training lists for each classification or operation of work. Any worker desiring consideration for a job which might arise within a job classification may sign his/her name and employee number on the alternate training list. These lists shall be established prior to the occurrence of vacancies according to the following procedures: (4.3.)

- a. The company shall make a posting describing each job classification, providing a copy to the Worker Board. The posting shall be made for a period of seven (7) calendar days. (a)
- b. A worker desiring to be trained to fill a particular job position shall sign his/her name and employee number on the posting. (b)
- c. The most senior worker who has signed the position by the end of the seven day period shall be identified as the next candidate for that job (the first identified alternate) when a vacancy occurs. If a worker who is selected to train for particular job classification and to become the first identified alternate, elects to cease his training or relinquish his status as alternate he may do so without penalty, provided that his name will appear on only one list. The company will then select the next senior worker and as needed repeat the selection procedure until the first identified alternate is established. First identified alternate will be assigned to Contract Crew "A". The second identified alternate will be assigned to Contract Crew "B" First and Second identified alternates shall not replace each other. Third identified alternate may be used as floater in either crew. Alternates shall return to their regular classification. (c)
- d. If the first identified alternate on an alternate training list terminates his employment, the Company shall select the next senior person on the alternate training list at that date and proceed as set forth above. (d)
- e. Following the initial posting period, a book containing the alternate training lists shall be kept in the Personnel Office. (e)

- f. Workers who have been selected as identified alternates shall fill temporary vacancies of one full shift or longer, including those resulting from leaves or absence, provided that if an alternate is unavailable at the time the temporary vacancy occurs, the Company shall fill the job in accordance with seniority principles in order to maintain operating efficiency. (f)
- g. With respect to temporary vacancies in jobs compensated at the general labor rate where the alternate(s) are not available, the Company shall fill such vacancies by offering the vacancy to the most senior employee in the general labor rate classification where the Company feels workers can best be spared. If insufficient workers volunteer to fill the vacancies, the obligation shall be upon the least seniority worker in that classification. (f)
- h. Except by mutual agreement no worker will be designated as first alternate for more than one (1) job. In the event that a permanent vacancy occurs in the classification for which the worker has been designated as first identified alternate, the worker must fill the vacancy and work at least nine (9) months in that position before he is eligible to apply for another classification. (g)
- i. Workers who have been selected as identified alternates shall fill temporary vacancies including those resulting from leaves of absence, provided that if the alternate is regularly classified above the general labor rate, and is not a picker, he/she shall fill temporary vacancies whenever possible and always when the temporary vacancy is for one full shift or longer and further provided that if an alternate is unavailable at the time. (h)
- j. Workers who are assigned to undesirable jobs, shall be subject to stay in that position until a new worker is needed as a picker. At that time, upon completion of their probationary period in the harvest, shall be assigned to take the undesirable job

7.B.2. New hires will be properly trained by one person who is responsible for training. (L.I. 19)

7.B.2.a. The Company will continue to train low efficiency harvesters in a fair and equitable manner. It is not the intent to embarrass or single-out an employee.

7.B.2.b. It is the Company's desire to insure efficient, well-trained employees who are knowledgeable in their jobs.

C. Tuition Aid Plan

7.C.1. The Company will make available its Tuition Aid Plan. Employees taking approved courses through recognized educational institutions will upon completion be refunded 100 percent of the cost of tuition, registration and laboratory fees, up to a maximum refund of \$600.00 per school year (subject to Income Tax Withholding). The cost of books, athletic fees, student activity fees, health fees and other special charges are excluded. The school year is considered to run from September 1 through the following August 31. (39.1.)

## ARTICLE 8: GRIEVANCE AND ARBITRATION

### A. Scope of Grievance Procedure

8.A.1. Should differences arise between the Company and the Union out of the interpretation or application of this Agreement, they shall be subject to the Grievance and Arbitration Procedure and this shall be the exclusive remedy with respect to differences arising under this Agreement. (5.1.A.)

8.A.2. It is understood and agreed that the changes negotiated in the above do not negate the rights of workers and supervisors to discuss differences of opinions. The intent of the change is to establish that the formal grievance procedure shall be initiated with the Crew Steward in all cases and any grievance and/or solution shall be communicated in the presence of the appropriate Union representatives. (S.L.)

### B. General Grievance Procedure

8.B.1. 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. (5.4.)

### C. Steps of Grievance Procedure

8.C.1. Grievances will be processed through a three (3) step grievance procedure.

First Step: Company Supervisor and Crew Representative will attempt to resolve grievance.

Second Step: Meeting between the Ranch Committee and the appropriate Company representative will be held.

Third Step: Arbitration.

### D. Grievance Time Limits

8.D.1. First Step - Any grievance not resolved as outlined above shall be immediately taken up between the Crew Representative and the Company supervisor involved. They shall use their best efforts to resolve the grievance. The Company supervisor shall clearly state the Company's decision and the reasons for such decision in the presence of the Crew Representative and aggrieved employee. (5.1.B.)

8.D.2. Second Step - If the grievance is not immediately satisfactorily resolved at the First Step, the grieving party shall reduce the grievance to writing and the written grievance shall be presented to the Company. A grievance involving a discharge must be filed in writing within ten (10) days of the discharge; all other grievances must be filed within thirty (30) days of the occurrence of the grievance or the discovery thereof.

8.D.2.a. A meeting shall be held between the Union Grievance Committee and appropriate Company representative within (10) days of the filing of the written grievance. A representative of the United Farm Workers of America may fully participate in this meeting, the grieving party will be given a written answer including reasons for denial within one hundred and twenty hours (120) hours, not including weekends. If the company does not comply with this requirement, the company will waive/lose the grievance.

8.D.3. Third Step - If a settlement satisfactory to both parties is not reached in either the First or Second Step, it may be submitted to arbitration within thirty (30) days after receipt of Second Step answer. Grievances which are not submitted in accordance with the time limits provided herein shall be considered dropped.

8.D.4. Expedited Grievance and Arbitration Procedure - Upon written request, a grievance involving a discharge, or questions of seniority, health and safety, leaves of absence, or an employee's wages may be initiated by the Union at the Second Step. In such case, a Second Step meeting will be held within two (2) workdays after receiving the request. If the grievance is not satisfactorily resolved in this meeting, the Union will be given a written answer immediately including reasons for denial. The Union may then request that the grievance be referred to arbitration within three (3) workdays after receiving the written answer. If such a request is received, it will take precedence as to investigation, hearing date, and issuance of decision over any other grievance. If either party fails to meet the above mentioned time limitations, they will waive/lose the grievance.

E. Written Requirements

8.E.1. First Step: None

8.E.2. Second Step: Written grievance - the written grievance will set forth the nature of the grievances.

8.E.2.a. Written response to the Second Step Meeting - Such written response to the Second Step meeting shall include the receiving party's position on the grievance including reasons for denial.

8.E.3. Third Step: It may be submitted to Arbitration in writing.

F. Time Allowances

8.F.1. Aggrieved employees shall have the right to be present at each step of the Grievance and Arbitration Procedure. Whenever possible, the Union shall notify the Company in advance of the employees who are needed to be present in a grievance meeting if such meeting is to take place during working hours. At the request of the Union, the Workers Board will be relieved of its duties to perform the necessary functions of their office provided sufficient notice to the Company is given in advance and qualified replacement can be obtained. (5.4.)

**G. Selection of Arbitrator**

8.G.1. If mutual agreement cannot be reached by the Company and the Union on the selection of an arbitrator, they shall select an arbitrator for each case from a list of seven (7) arbitrators submitted to the parties by the Federal Mediation and Conciliation Service. Each party shall alternately strike one (1) name from said list (the first strike being determined by a coin toss) and the last name remaining shall be the arbitrator. If said individual is unable to serve, the parties shall request a new list of seven (7) arbitrators from the FMCS and the process shall be repeated. (5.3.)

**H. Limitations on Arbitrators Powers**

8.H.1. The Arbitrator shall not have the authority to modify, add to, or detract from, or alter any provisions of this Agreement. (5.3.)

**I. Arbitration Rules and Procedures**

8.I.1. Arbitrator may visit the Farm in any case he/she deems it desirable. (5.3.)

8.I.2. The Arbitrator will be requested to issue a decision to the parties in writing within fifteen (15) days after the hearing. (5.3.)

8.I.3. The decision of the Arbitrator shall be final and binding on both parties. (5.3.)

**J. Arbitration Expenses**

8.J.1. All expenses and salaries of the Arbitrator shall be borne by the losing party. If a question remains as to which is the losing party, the Arbitrator deciding the case shall have full authority to designate the percentage of the cost to be borne by each of the parties. Each party shall pay the cost of presenting its own case. (5.3.)

**ARTICLE 9: STRIKES AND LOCKOUTS**

**A. Unconditional Strike Pledges**

9.A.1. During the term of this Agreement, there shall be no strikes, slowdowns, boycotts, or interruptions of work by the Union. (6.1.)

9.A.2. 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. (6.3.)

**B. Picketing, Struck Work, Sympathy Strikes**

9.B.1. The Company agrees that any employee may refuse to pass through any picket line of another Company and sanctioned by the United Farm Workers of America, AFL-CIO. (10.1.)

9.B.2. No worker under this Agreement shall be required to perform work that is normally performed or would have been performed by workers of another Company who are engaged in a strike sanctioned by the Union. (10.2.)

C. Lockouts

9.C.1. There shall be no lockouts by the Company, during the term of this Agreement. (6.1.)

9.C.2. If any of said events under this Article 9, Strikes and Lockouts occur, the officers and representatives of the Union and/or the Company, as the case may be, shall do everything within their power to end or avert such activity. (6.2)

**ARTICLE 10: DISCHARGE, DISCIPLINE AND RESIGNATION**

A. Causes for Discharge

10.A.1. No employee shall be disciplined or discharged except for just cause. (8.1.)

B. Discharge Procedure

10.B.1. Prior to the suspension or discharge of an employee, the Personnel Manager shall notify the Union Steward or member of the Workers Board and present him/her with evidence for such suspension or discharge. Such Union representative will have the right to be present when formal charges are made. (8.1.)

10.B.2. The Union steward or member of the grievance Committee shall have the right to interview the employee in private before the employee is required to leave the work area of the Farm. (8.1.)

10.B.3. The Company will advise the Union in writing within twenty-four (24) hours of the reasons for any discharge. Discharge and other disciplinary actions are subject to the Grievance and Arbitration procedure of this Agreement. (8.1.)

**ARTICLE 11: LEAVES OF ABSENCE**

A. Request and Approval

11.A.1. All leaves of absence shall be in writing and shall be signed by the Company and the employee requesting the leave. The Company shall give a copy of the written leave to the Union representative and the employee requesting the leave. In case of emergency and when extensions are granted and the employee is unable to receive the written extension in person, the Company shall provide the Union with a copy of such extension. (11.3.)

11.A.2. Short term leaves of absence - the Company shall grant leaves of absence for personal reasons in accordance with the following posting system: For (short) 1 to 3 days absences, the Company shall post weekly sign-up lists upon which employees shall sign up if requesting a leave. (11.3.)

11.A.2.a. Employees requesting leaves for Monday through Thursday shall sign the appropriate list for the appropriate day no later than 12:00 noon on the Friday preceding the week in which the leave is being requested. The Company shall issue the workers entitled to full leave according to Section 11.B.2. below and shall advise all employees requesting leaves as to the status of their request prior to the end of work on that Friday. (11.3.)

11.A.2.b. Employees requesting leave for Friday through Sunday shall sign the appropriate list for the appropriate day no later than by the end of work on Wednesday. The Company shall issue the employees entitled to leave according to Section 11.B.2. below and shall advise all employees requesting leaves as to the status of their requests no later than noon on Thursday. (11.3.)

11.A.2.c. A posting of the leaves granted shall be made at the time indicated for workers to be advised of the status of their requests for leaves. (11.3.)

11.A.2.d. Should the need for a leave of absence Monday through Thursday arise after the Friday posting time, any request for such a leave shall be treated as an emergency leave according to past practices. (11.3.)

11.A.3. For long term leaves of absence - the Company shall post lists, separate for each month, on which employees shall sign up if requesting a leave of absence. (11.3.)

11.A.3.a. Employees seeking leaves of absence shall sign the list for the appropriate month indicating the dates and time period for which the leave is requested. Such signing shall take place no later than the 20th day of the month preceding the month for which the leave is being requested. (11.3.)

11.A.3.b. The Company shall advise all employees requesting leaves for the following month of the status of their requests no later than the close of work on the following day, the 21st of the month preceding the requested leave. (11.3.)

11.A.3.c. A posting of the leaves granted shall be made at the time indicated for workers to be advised of the status of their requests for leave. (11.3.)

11.A.4. Should an employee report that he/she no longer intends to take the leave, the Company shall grant the leave to the next indicated person who had signed the list in accordance with the above, consistent with production requirements. (11.3.)

11.A.5. Should an employee request an emergency leave of absence, the Company shall not invoke a leave which has or will be granted to another employee provided that qualified replacement is available for the time period in question. (11.3.)

11.A.6.f Leave of absence may be extended by the Company for valid reasons. The Company may require proof of the reason. (11.1.)

**B. Personal Leave**

11.B.1. Upon reasonable notice, employees shall be entitled to a leave of absence for valid personal reasons for a period of time not exceeding thirty (30) days plus vacations per year or sixty (60) days plus vacations every two (2) years. (11.1.)

11.B.2. It is understood that requests for personal leaves may have to be limited at any one time and if necessary, requests will be granted on the basis of seniority and the length of time since a previous personal leave. (11.2.)

Employees on five (5) days work schedule shall be restricted to time off requests not to exceed the amount of vacation time to which they are entitled within a year except as provided for emergency leaves. (14.12.)

11.B.3. The following are some of the valid reasons for granting leaves of absence: jury duty or witness duty, illness, injury, pregnancy, and valid personal reasons including visits with families located in other geographical areas. (11.2.)

**C. Bereavement Leave**

11.C.1. To make funeral arrangements and to attend the funeral of a member of the immediate family (father, mother, child, brother, sister, husband, or wife) the employee 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. The leave of absence shall be extended upon request. (21)

11.C.2. An employee will be granted a one-day bereavement leave for his/her father-in-law, mother-in-law, grandchild or grandparent when such absence occurs during an employee's basic workweek. The employee will be paid his/her normal scheduled hours at appropriate pay rate for the day. When requested, the employee must furnish satisfactory proof of the death and relationship of the deceased. If requested, employee shall be allowed up to fifteen (15) days of leave for the purpose of this section.

**D. Maternity Leave**

11.D.1. Leaves of Absence for maternity reasons shall be given in accordance with past practice. (11.3.)

11.D.2. The parties agree and understand that the past practice referred to in Section D of this Article shall be interpreted to mean that the Company shall grant leaves of absence to employees for pre-natal or post-natal periods for the time periods requested by the employee requesting the leave. The employee with one year's seniority may have leaves extended up to one year. An employee with two or more years seniority may have leaves extended to a maximum of two years. (S.L.)

11.D.3. Employees are eligible for a Family and Medical leave for:

- a) Birth of a child
- b) Adoption of a child
- c) Illness of a child, parent or spouse

The leave is an unpaid leave of absence, however, benefits, including medical monthly premiums will be maintained by the employer. Employees will be required to pay the current active employee monthly rate. The length and conditions of the leave will be in compliance with Federal, State and Local laws which designate that employees are eligible for up to twelve (12) weeks of leave per year. The Company will require applicable documentation to qualify for FMLA leave.

E. Civic Duty Leave

11.E.1. Jury Duty - when an employee is called for service as a juror, the employee will be paid the difference between the fees received for such service and the amount the employee would have received had the employee been working for the Company eight hours per day for each day of service. The Company may require a copy of the notice summoning the employee to appear.

11.E.2. Witness Duty - When an employee is called as witness the employee will be paid the difference between the fees received for such service and the amount the employee would have received had the employee been working for the Company up to eight hours pay per year per eligible employee. (23.)

F. Union Leave

11.F.1. Upon written request an employee elected or appointed to an office in the Union will be granted a personal leave of absence for the duration of this Agreement or extension of this Agreement. Such employees may continue their group insurance coverage by paying the full amount of monthly premium in advance. (11.4.)

11.F.2. A leave of absence without pay shall be granted for temporary leave not to exceed three (3) consecutive work days at one time to conduct Union business, provided that notice is given by the Union to the Company at least two (2) days prior to the day on which such a leave commences.

Such leaves of absence shall not automatically be extended to more than one employee per job classification or the equivalent thereof. It is understood that the Union may request more than the above and such requests shall be discussed and are subject to mutual agreement. (11.5.)

G. Unpaid Sick Leave

11.G.1. Leaves of absence may be extended for medical reasons. (11.3.)

11.G.2. An employee who has more than one year seniority may have his/her leave of absence extended for medical reasons. Said leaves may be extended for up to one year. An employee with two or more years seniority may have said leave extended up to a maximum of two years. (11.3.)

11.G.3. An employee who has more than one year's seniority who is on medical leave of absence may have the leave extended up to one year. (11.3.)

11.G.4. An employee with two or more years seniority may have a medical leave of absence extended up to a maximum of two years. (11.3.)

H. Training Leave

11.H.1. A seniority worker shall be granted a leave of absence not to exceed one (1) year for enrollment in an approved training program for the purpose of improving job performance, preparing the worker for a higher rated job at the Company, and/or receiving English and contract administration training or other training mutually agreed upon by the parties. If more workers than can be reasonably be spared request such leaves, seniority shall be given preference. It is understood and agreed that the Company's Tuition Aid Plan does not apply during such leaves of absence. (S.L.)

**ARTICLE 12: WORKING CONDITIONS AND SAFETY**

A. General Statements

12.A.1. The Company shall make responsible provisions for the safety and health of employees. (14.1.)

B. Safety Rules

12.B.1. The Company will maintain an adequate division between the storage of chemicals and lockers where irrigators and watchmen store their clothing and equipment. The Company will also provide adequate ventilation to prevent fumes and odors from accumulating in the storage area. The Company shall maintain the room used for storage of irrigator equipment in good, clean condition and shall use that room for that purpose only. (14.8.)

12.B.2. Equipment and chemicals for fumigation and spraying shall be stored outside of the area where employees are working. (14.11.)

12.B.3. Fumigation and spraying shall not be performed in close proximity to the area in which work is being performed. (14.7.)

C. Safety Committee

12.C.1. A joint Health and Safety Committee will be established. The Committee will meet upon the request of either party to discuss problems involving and make recommendations for improving, the health and safety of employees including but not limited to the use of insecticides and pesticides, protective garments, the condition of tools and equipment, and sanitation conditions. (14.2.)

12.C.2. Members of the Committee shall use their best efforts to resolve problems presented in such meetings. Members shall have access to all records concerning the use of agricultural chemicals. (14.2.)

12.C.3. The Company will advise the Union of any new agricultural chemicals introduced after the effective date of this Agreement. (14.2.)

D. Hazardous Work

12.D.1. No employee will be required to work when doing so would immediately endanger his/her health or safety. (14.15.)

12.D.2 The Company will provide one (1) pair of safety shoes every twelve (12) months as follows:

- a) Maintenance Workers and Pallet Loaders - Company will pay full cost not to exceed \$106.00 per pair.
- b) All other job classifications, the Company will pay one-half the cost not to exceed \$53.00 per pair.

E. Physical Examinations

12.E.1. In the event that a worker on the Company payroll applies organo-phosphates, one baseline cholinesterase test and other baseline tests shall be taken on that employee at the Company's expense, and, if requested, the results of said tests, shall be given to an authorized Union representative. Such test will be performed every three (3) months. (14.16.)

12.E.1.a. In addition, irrigating employees will be given a CP-20 test, a general screening of body functions, twice a year. Whenever necessary, these tests will be given more frequently. If requested, the results of the annual CP-20 test shall be given to an authorized Union representative. (14.16)

12.E.2. Periodic physical examinations will be offered to all employees at no cost to the employees on the following schedule:

Age 30 to 45 / every five years  
Age 46 to 55 / every three years  
Age 56 to 65 / every two years

F. First Aid

12.F.1. The Company shall make first aid kits and eye wash facilities available and such facilities shall be adequately maintained to protect them from dust, dirt and chemicals. An additional first aid kit will be kept in the Shop and in the Picking Supervisor's truck. (14.4.)

12.F.2. The Company agrees to take employees who are injured on the job to a doctor, if required, on the day of the injury, and once, if required, after that for a follow-up examination. Any additional transportation for follow-up examinations will be provided if the employee is physically unable to drive his/herself as a result of the work-related injury. The Company will provide certified first respondents to handle emergency situations.

12.F.2.a. In selecting a medical facility to which an employee must go for work related appointments, the Company will seek out a facility where there is a skilled translator to assist employees in describing their medical condition to the medical personnel at that facility. The Company may also select other facilities when appropriate.

12.F.3. Employees will not receive pay for the time spent on work-related doctor appointments.

G. Facilities and Services

12.G.1. The Company shall provide sufficient clean and sanitary wash room and health and safety facilities. (14.1.)

12.G.2. Each place where there is work (normally) being performed shall be provided with suitable, potable water convenient to the employees. Individual paper drinking cups shall be provided. (14.19.)

12.G.3. Past practice permitting eating during breaks in the corridors of the houses will be continued. (14.1.)

12.G.4. The Company shall work with filling employees to use fans, air extractors and any other feasible methods as requested by employees to reduce temperatures in filling. (L.1.4)

12.G.5. The Company will provide adequate ventilation and fume extractors in the Maintenance Shop. (14.20.)

12.G.6. The catwalks in the houses shall be repaired and thereafter maintained/constructed so that they lie evenly and shall be cleaned of dirt, dust and chemical residue prior to each picking. (14.5.)

12.G.7. The Company will continue to allow employees to use the shower facilities on the Farm after working hours. The Company will make every good faith effort to comply with the purpose and intent of section 12.G.7 (14.5.) There shall be five (5) showers available upon the 1<sup>st</sup> anniversary of this Labor Agreement.

12.G.8. The Company shall repair and thereafter maintain thermostats in good working condition. Thermostats shall be turned off at least one-half hour before the crew enters the house. 914.6.)

#### H. No Discrimination

12.H.1. The Company will make known to all employees that they will secure no advantage, no more favorable consideration, or any form of special privilege because of participation or non-participation in Union activities. (1.6.)

12.H.2. The Company will not interfere with the rights of employees to become member of the Union and is willing for all to join. (2.1.)

12.H.3. The Company and the Union do not and will not as a matter of policy discriminate against employees or applicants because of race, creed, national origin, color, religion, sex, age, language spoken, political belief, union activity or physical or mental handicap for the positions for which the employee or applicant is qualified. (9)

#### I. Maintenance of Standards

12.I.1. The Company agrees that all conditions of employment relating to wages, hours of work, and fringe benefits shall be maintained at no less than the standards in effect as of this date of Agreement. Conditions of employment shall further be improved in accordance with the specific provisions for improvement made elsewhere in the Agreement. (12)

12.I.2. It is agreed that the provisions of this Article shall not apply to inadvertent or bona fide errors made by the Company in applying the terms and conditions of this Agreement if such error is corrected within thirty (30) days of the error. (12)

12.1.3. It is also agreed that the provisions of this Article in no way guarantee continued hours per day or per week or continued jobs or operations. (12)

## **ARTICLE 13: MANAGEMENT AND UNION RIGHTS**

### **A. Management Rights**

13.A.1. The Company shall exercise the functions of hiring, transferring, promoting, demoting, suspending, discharging, laying off, recalling, and the establishment and enforcement of rules and regulations at its sole discretion except as these functions are specifically restricted by the terms of this Agreement. (16.1.)

13.A.2. The type of products grown, the planning and scheduling of production, the establishment of labor standards, and the introduction of new methods and new or approved machinery shall be the exclusive function of management.(16.2.)

13.A.3. Any of the rights, powers or authority the Company had prior to the signing of this Agreement are retained by the Company except those specifically abridged, delegated, granted or modified by this Agreement. (16.3.)

### **B. Direction of Personnel**

13.B.1. Supervisors and other employees not included in the bargaining unit shall not perform any work normally performed by members of this bargaining unit except for instructing, short term experiments and in emergencies, provided, however, that in the performance of such work seniority workers shall not be displaced. The provisions of this article shall not be used for the purpose of avoiding the recall of employees for work they would normally perform. (13)

13.B.2. The Company shall keep an up-to-date chart showing the supervisory structure of the plant. Such charts will be posted to avoid conflicting instructions. Supervisors will recognize the structure and, whenever possible, will have instructions issued through the immediate supervisor. It is understood that in emergency situations or situations of an urgent nature instructions may be issued as required by the situation in order to carry out supervisory responsibilities. (13)

13.B.3. All work performed by employees in the loading and unloading of trucks shall be under the direction of a company supervisor.(34)

### **C. Control of Production**

13.C.1. The parties agree to establish a Committee on Mechanization. The Committee shall consist of three employees appointed by the Union and three appointed by the Company. (15.1.)

13.C.2. Advance Notice - The Committee shall serve to bring advance information to the Union concerning mechanization of any operation. Such contemplated changes shall be brought to the attention of this Committee as far in advance of the change as is possible. A review will be made

in this Committee of the nature of the mechanization involved; the numbers of workers affected and how affected; significant decrease in hours worked, or downgrading; the number and kind of new jobs involved in the mechanized operation, qualifications required and the proposed rates of pay. After the advance notice of the intent to mechanize is given to the Union and upon notice from the Union to the Company the parties shall meet to negotiate the changes within five (5) days of the notice. (15.2.)

13.C.3. Any dispute concerning such matters may be referred to the Director Employee Relations of the Company and any Union representative designated by the Union to meet with the Committee to negotiate the matter. The parties may agree on a mediator to assist in reaching agreement between the parties. (15.2.)

13.C.4. It is agreed that any transfers or demotions due to mechanization shall be made in accordance with principles of seniority section of this Agreement. (15.3.)

13.C.5. In connection with proposed mechanization changes, the Company agrees to assist qualified interested senior employees of the bargaining unit to get training for the new jobs expected to be created by such mechanization so gradings to such jobs will be made in accordance with Seniority section of this Agreement. (15.4.)

13.C.6. The Company will make all reasonable effort to place workers who would otherwise be displaced by such mechanization in other jobs including providing full explanation of the job duties and requirements and reasonable time to meet the job requirements. (15.5.)

13.C.7. Grievances arising from the application of sections 13.C.4., 13.C.5., and 13.C.6. shall be subject to Article 8: Grievances and Arbitration. (15.6.)

D. Subcontracting

13.D.1. The Union will be notified of work to be performed by outside contractors. It is not the intent of the Company to use outside contractors to displace within the bargaining unit. Outside contractors may be used when there are not sufficient employees available within the bargaining unit with the necessary skills to operate and maintain the equipment or perform the work of a specialized nature. Outside contractors may be used when the Company does not have the equipment to do the work involved. (34)

E. Union Activity on Company Property

13.E.1. Authorized officials of the Union shall have reasonable access to the Farm or lunch area after first notifying either Farm Manager, Assistant Farm Manager, Human Resources Manager or Area Manager. (7.1.)

13.E.2. Upon the release of an employee to talk with a Union official, the Union official shall have the right to interview the employee in private.

F. Posting and Distribution of Information

13.F.1. The Company will provide the Union with an adequate bulletin board in the cafeteria and by the time clocks adjacent to the upper office, upon which the Union may post notices of Union business. (32)

G. Exchange of Information

13.G.1. The Company agrees to provide the Union, within one week following the execution of this Agreement, with a written list of employees giving the names, addresses, Social Security numbers and job classifications. (2.2.)

13.G.2. The Company shall provide the Union with a monthly summary report listing all employees by name, Social Security number, payroll period covered, gross wages, total hours paid for and Union dues deducted. This report will be made available as soon as possible but not later than the twentieth (20) day of the month following the ending date of the previous month's pay period. (2.3.)

H. Pledges of Cooperation

13.H.1. The Company nor the Union and its representatives will not take any action to disparage, denigrate or subvert the Company or the Union, nor will the Company promote or finance any labor organization, including any competing labor organization. (1.4.)

13.H.2. The Company will make known to all employees, including supervisors, its policies and commitments as set forth above with respect to recognition of the Union. Further, the Company recognizes the right of all employees to support and participate in collective bargaining and contract administration functions. (1.5.)

13.H.3. Housing - The Company and the Union recognize that one of the most serious needs of agricultural workers is adequate family housing. The parties agree to establish a housing committee of no more than three hourly employees and three management members. It is agreed that the Company and the Union may, upon mutual agreement, act cooperatively or shall act individually to encourage governmental action to plan, finance, and construct public housing in agricultural locations. (33)

13.H.4. Meeting - The Company and the Union (Workers Board) shall meet one (1) hour each week, unless the Company and the union mutually agree to an extension of the meeting, during the work day for the purpose of considering any matter affecting the relations between the Company, the Union and the workers. The Workers Board shall be paid for all time spent in such meetings. (42)

## **ARTICLE 14: HOURS OF WORK AND OVERTIME**

### **A. Scheduling Hours of Work**

14.A.1. The payroll week begins at 12:01 a.m. Saturday morning and ends 12:00 p.m. Friday night. If paychecks are available by Thursday of each week, they will be distributed to the employees. For payroll purposes, the employee's entire day of work will be considered in the day and week in which the employee is scheduled to start work. (17.1.)

14.A.2. Certain work is performed on a contract basis for which employees are paid guaranteed hours when the work is complete. These operations and their contract hours are as follows:

Casing	9 hours for each house
Emptying	10 hours for each employee
Filling	9 1/2 hours for each employee
Spawning	11-13 hours for each employee

The Company will make every effort to provide pickers with nine (9) hours of work daily whenever possible. (17.8.) Contract Employees will work in harvest for the first two (2) hours of their scheduled workday.

14.A.3. Employees shall be scheduled to work up to ten (10) hours per day on their scheduled workdays. Workdays shall begin at 6:00 A.M. (12.11.)

14.A.4. Each employee shall be entitled to one full day (24 hours) off without pay each payroll week. Days off shall be distributed over the days Monday through Sunday. Preference in the selection of days off shall be made on the basis of seniority (employees with the highest seniority shall have preference over employees with less seniority). (17.3.)

14.A.5. Employees voluntarily requesting to do so will have their names placed on a work schedule of five (5) days within a payroll week. These employees on a five (5) days schedule shall be entitled to two (2) full days (48 hours) off without pay each payroll week. (17.12.)

14.A.6. Said days off shall be fixed as that worker's regular weekly day off and shall be opened with a posting for selection in Company seniority order twelve (12) months after the signing of this Agreement, and thereafter each twelve (12) months, provided that in case of need or emergency voluntary interchange between workers within a given crew or classification shall be permitted. Further, the Company shall cooperate in adjusting a day off upon request if no voluntary interchange is available. (4.5.f.)

14.A.7. It is understood and agreed by the Parties that if days off must be changed due to work needs, available days off shall be offered in accordance with seniority principles (using Farm Seniority) of this section and that the only changes will be when absolutely necessary. (S.L.)

14.A.8. The option for an employee to work seven days, whether on a temporary or permanent basis regardless of classification, shall be offered to the highest seniority worker in accordance with the seniority principles outlined in Section 6.B.1. (4.5.h.)

14.A.9. Picking crews shall be established on a permanent basis according to worker's day off except for those cases for training. Said crews shall be assigned to picking houses in the regular assignment order (as each house comes up, it is assigned to the next crew in line) except in case of special need; neither shall crews be assigned to houses outside of the regular assignment order except in case of special need. (4.5.g.)

**B. Daily and Weekly Overtime**

14.B.1. All hours of work over nine (9) in one day are compensated at time and one-half of the employee's regular rate of pay. (17.1.)

14.B.2. The first eight (8) hours of work on the seventh day in the payroll week shall be compensated at time and a half and all hours over eight (8) at double time. (17.1.)

**C. Overtime Rules**

14.C.1. To the extent that it is practicable, the opportunity to work overtime, holidays and Sundays will be equalized among employees within each job classification of function. (4.5.e.)

14.C.2. The Company agrees to notify employees one day in advance of overtime work in excess of ten (10) hours which will be available. In the event that an employee is not given such notice one day before, such employee will not be obligated to perform such overtime unless he/she desires and is given the opportunity to make personal arrangements. (17.2.)

**D. Premium for Weekends**

14.D.1. Employees shall receive a premium of forty (40) cents per hour for all hours worked on Sunday. This premium day pay will not be pyramided with overtime pay. When both premium day pay and overtime pay apply to the same hours of work the highest single rate will be paid for such work. (17.1.)

**E. Lunch Periods**

14.E.1.a. A one (1) hour lunch period, without pay, will be provided to employees at 12:00 noon daily, except for those employees scheduled for a one-half (1/2) hour lunch period without pay. Night Watchpersons will eat their lunch on the job. (17.2.)

**F. Rest Periods**

14.F.1. Employees shall have paid rest periods for fifteen (15) minutes each which insofar as practical shall be in the middle of each four (4) hour worked period or major fraction thereof. Said breaks shall take place as close as possible to 9:00 a.m. and 3:00 p.m. daily. Employees required to work after 6:00 p.m. shall be entitled to have paid rest periods of fifteen (15) minutes each, at 6:00 p.m. and every two (2) hours thereafter. (19)

**G. Waiting, Standby and Travel Time**

14.G.1. Contract workers shall not be required to wait longer than fifteen (15) minutes for supervisors to come and review completed hours. (17.10.)

14.G.2. Should an employee working on a "contract" (Filling, Emptying or Spawning) be required to wait in excess of thirty (30) continuous minutes the employee will be paid for such excess time spent waiting in addition to the hours earned that day on the "contract". Should the employee be assigned temporarily to perform other work on the farm during that time period the employee shall be paid for all the time worked in that capacity in addition to the hours earned that day on "contract". (18.2.)

**H. Other time off the Job**

14.H.1. An employee injured at work who is considered by the attending physician as unable to work as a result of such injury shall be compensated as follows:

- a. On the day of the injury at his/her regular rate of pay for his/her regularly scheduled hours on that day.
- b. The second and third day at workers compensation rate. (41)

14.H.2. An employee accidentally disabled at work to the extent that medical attention is required shall be compensated for a full day's pay according to what the employee would have earned that day. (14.14.)

14.H.3. For the purpose of this section, all employees on modified duty due to a work-related injury, shall be compensated at their individual average hourly rate for all hours worked. The hourly rate will be based on the average of the two weeks prior to the injury.

Any employees currently receiving compensation at a rate of 95% will be grandfathered.

**ARTICLE 15: WAGES**

**A. Job Classifications and Wages (1)**

15.A.1 <u>Classifications</u> <u>Effective:</u>	<u>11/02/98</u>	<u>11/02/99</u>	<u>11/02/00</u>
1. Harvesters			
Incentive Rate (1)	\$0.187/Lb	\$0.192/Lb	\$0.197/Lb
Base Rate (after 90 days)(1)	8.54/Hr	8.75/Hr	8.97/Hr
Base Rate (1st 90 days)	7.59	7.77	7.97
2. House Attendant (2)	9.72	9.96	10.21
3. Temperature Scouts	10.60	10.86	11.14
4. Storeroom Attendant	9.87	10.12	10.37
5. General Laborers	9.42	9.66	9.90
A. Pallet Loaders (3)	9.42	9.66	9.90
B. Janitors	9.42	9.66	9.90
C. Board Rollers	9.42	9.66	9.90
D. Roughers	9.42	9.66	9.90
E. Net Washer	9.42	9.66	9.90

6.	<b>Contract Laborers (General Labor)</b>			
A.	Filling Contract	9.23	9.46	9.69
B.	Spawning Contract	9.23	9.46	9.69
C.	Emptying Contract	9.23	9.46	9.69
7.	Casing Machine Laborers	9.87	10.12	10.37
8.	Overwrap Machine Operator	11.28	11.56	11.85
9.	Fresh Pack Serviceperson	9.93	10.18	10.44
10.	Fresh Pack Dock Loaders	9.93	10.18	10.44
11.	Box Maker	10.89	11.16	11.44
12.	Fresh Pack Utility Operator	10.98	11.25	11.53
13.	Sorters	9.70	9.94	10.19
A.	Bulk Line	9.70	9.94	10.19
B.	Overwrap Line	9.70	9.94	10.19
C.	Night Shift	9.70	9.94	10.19
14.	Irrigation Operator	9.87	10.12	10.37
15.	Irrigation	9.87	10.12	10.37
A.	Night Shift (Pesticides)	10.17	10.43	10.69
B.	Sanitation	9.87	10.12	10.37
C.	Sanitation - Night	9.87	10.12	10.37
D.	Day Irrigator	10.08	10.33	10.59
16.	Compost Operators	10.89	11.16	11.44
17.	Compost Laborers	9.42	9.66	9.90
A.	Compost Operator Assistant	9.42	9.66	9.90
B.	Compost Irrigators	9.42	9.66	9.90
18.	Equipment Operator	9.42	9.66	9.90
A.	Filling Operator	9.87	10.12	10.37
B.	Spawning Operator	9.87	10.12	10.37
C.	Emptying Operator	9.87	10.12	10.37
D.	Casing Machine Operator	10.32	10.58	10.84
E.	Forklift Operator (4)	10.89	11.16	11.44
F.	Casing Prep. Operator	11.10	11.38	11.66
G.	Vacuum Cooler Operator	10.98	11.25	11.53
H.	Utility Operator	10.89	11.16	11.44
I.	Other Operator	9.87	10.12	10.37
J.	Basket Washer	9.87	10.12	10.37
19.	<b>Maintenance Mechanics</b>			
	Master Mechanic	14.79	15.16	15.54
AA.		14.12	14.48	14.84
A.		12.81	13.13	13.46
B.		12.08	12.39	12.70
20.	Farm Mechanics	11.10	11.38	11.66
21.	General Maintenance	9.49	9.73	9.97
22.	Soil Samplers	10.60	10.86	11.14
23.	Pasteurization Technician	10.60	10.86	11.14
24.	Quality Assurance	9.81	10.06	10.26

1. Pay calculation for pickers will be based on the total pounds picked on a day at the appropriate rate or total hours worked in a day at the appropriate base rate per hour whichever is greater. The appropriate base rate will be considered the pickers regular rate of pay. When harvesting buttons employees will be paid the equivalent of fifteen (15) minutes pay at their base rate per ten pound box.
2. House attendants will be paid the greater of 95% of the earnings for harvesters or their base pay. The earnings of harvesters for the purpose of house attendant pay will be based upon a farm wide average of harvester pounds per hour.
3. Pallet Loaders - (Harvesting) will be paid the greater of 95% of the earnings for Harvesters or their base pay. The earnings of Harvesters for the purpose of Pallet Loader pay will be based upon a Farm wide average of Harvester pounds per hour.
4. Forklift Operators - (Harvesting) will be paid the greater of 95% of the Earnings for Harvesters or their base pay. The earnings of Harvesters for the purpose of Forklift Operator pay will be based upon a Farm wide average of Harvester pounds per hour.

**B. Job Description**

The following are descriptions of the job classification and functions as currently performed.

**15.B.1. HARVESTING**

**Picking:** The labor performed in picking mushrooms includes the selection of mature mushrooms, pull, trim root end at proper length, putting root in the proper container and the trimmed mushroom in another container; deliver picked mushrooms and trimmings to the house attendant. The house attendant will punch picker's card. Normally a picking crew consists of twelve (12) pickers. The size of the crew may be increased or decreased on occasion as needed.

**Trashing and Cleaning:** Pickers will remove all dead mushrooms and stems and any foreign items from the bed and place in trash container. Time spent in trashing and cleaning shall be counted when evaluating harvesting performance.

**Patching, Sweeping, Etc.:** Workers will obtain bucket of peat moss mixture from bin outside of the room and fill hole in casing or cover where casing is thin; sweep mushroom house after picking is completed. Workers will be rotated or assigned daily on the sweeping assignment and any other labor incidental to this classification.

**15.B.2. HOUSE ATTENDANT**

Report to the supervisor in charge of picking the number of employees present in their own crew shortly after 7 a.m. Report to the supervisor in charge of picking any diseased mushrooms in the beds. Assign employees to work stations within the house. Assist in the training of new employees.

Review with pickers proper length of trimmed mushrooms and proper maturity of mushrooms to be picked. Record the number of boxes (or pounds) of mushrooms each employee picks. Keep the time cards for each employee in the crew and record time spent by employees on each operation. Bring empty boxes and plastic bags to the house where employees are picking. Empty mushrooms picking boxes into the shipping boxes. Empty the stems of the mushrooms into the plastic bags. Take the plastic bags with mushroom stems out of the house. Stack the full boxes of mushrooms at the door to be picked up. Ensure that all acceptable mushrooms are being harvested and proper trashing procedures are being followed. Ensure that the house is maintained in orderly condition. Record the total number of boxes picked on appropriate card and any other job incidental to this classification.

### 15.B.3. TEMPERATURE SCOUTS

Monitor and record temperatures as instructed. Maintain temperatures of growing rooms as instructed by utilizing the following equipment:

- A. Vents.
  - B. Doors.
  - C. Fans.
  - D. Hi-speed fans.
  - F. Steam.
2. Responsible for set-up of newly filled houses, i.e., installing fans, peak heat pipes, and installing monitoring probes as instructed.
  3. Responsible for set-up of the cook house.
  4. Other duties include:
    - A. Check coolers for proper operation.
    - B. Receive supplies as requested.
    - C. Make required security rounds.
    - D. Any other labor incidental to this classification.
  5. At the change of shift, it is the responsibility of the temperature scout leaving to inform the oncoming scout of any changes or special conditions that may be in effect.

### 15.B.4. STOREROOM ATTENDANT

Will attend to General Storage Area and will maintain the General Storage area in a clean and well-ordered manner. Will dispense equipment to employees, keeping inventory of store items such as gloves, hairnets, boots, knives, helmets and belts. He will aid supervisors in ordering inventory of other equipment such as brooms, baskets, paper towels and toilet paper. He may be assigned to move ventilators for filling houses.

Will make trips nearby to pick up or deliver parts, supplies or product. Will also transport employees at Company's direction for medical or safety purposes. May be called on to translate at these appointments. Must have a valid California driver's license and are bilingual, English and Spanish. Storeroom Attendant shall be compensated for his meals at three (3) dollars per day. Alternates, only when replacing full time.

Will clean around spawn cooler and other refrigeration units as required by supervisor when necessary. Assist in pulling and stacking spawn for next day's work, and perform any other labor incidental to this classification.

#### 15.B.5. GENERAL LABOR

##### 15.b.5.a. Pallet Loaders

Obtain empty pallets and place on dolly, stack boxes of mushrooms on pallet. Tape pelletized boxes and push to doorway for pickup. Deliver empty boxes and bags to corridors for picking crews. Assist in dumping trash to truck and any other labor incidental to this classification. There shall be sufficient pallet loaders to insure that harvested mushrooms are moved to the mushroom coolers or packaging area on a timely basis. The number of pallet loaders will depend on mushroom production on any given day. A fourth pallet loader shall be added to the crew from 7:00 A.M. to 11:00 P.M. However, in cases of high production he shall remain until work is completed.

##### 15.B.5.b. Janitors

1. On a daily basis, clean and service the following areas:
  - All offices.
  - All restroom facilities.
  - Cafeteria.
  - Hand washing stations.
2. Other duties that may be assigned include:
  - Cleaning Company store.
  - Mowing grass.
  - Gardening
  - Cleaning laboratory.
  - Any other labor incidental to this classification.

##### 15.B.5.c. Casing Laborers

Will work with equipment operator (Peat Mixing Machine) in order to empty correct amount of peat and lime into machines. Will work as instructed by Operator and Supervisor to correctly empty, cover and position filled receptacles. Will clean and Salt area on completion of day's work and any other labor incidental to this classification.

##### 15.B.5.d. Board Rollers

Check that each section of the empty house has the correct number of bed boards and sideboards, which are clean, and in satisfactory condition. Replace any broken boards. Report any unsafe conditions to the supervisor and maintenance department. Place lights in for empty operation. Place fans in fill and empty vents. Assist in removal of nets from empty house..

##### 15.B.d.1. Net Washer

Wash filling nets using the Pannel net washer. Have nets placed on spools for the filling operations, check nets for damage and repair as needed using equipment provided. (Sewing machine, cutter, etc.)

Set up lights, fans and other miscellaneous items for the next fill house and any other labor incidental to this classification.

Must be able to work in a safe manner with minimal supervision.

15.B.5.e. Rougher

Roughers will rough or scratch the casing layer to predetermine depth as instructed while maintaining a uniform depth. Casing layer is then leveled and then lightly tamped. Roughers will clean the room and equipment thoroughly and dispose of the debris after the operation is completed, and any other labor incidental to this classification.

15.B.5.F. Basket Washers

Brings pallets of soiled baskets into washroom. Presoak baskets in tubs. Remove persistent debris from baskets and then places baskets in washers. Remove baskets from washers and stacks them on pallets. Remove pallets of baskets from washrooms to outside of the room and into drying room when required. Will be paid at other operator rate when washing baskets only.

Report to the supervisor or Maintenance Supervisor immediately any machine malfunctions. Works in a safe manner and performs any other labor incidental to this classification.

15.B.6.CONTRACT WORKERS (General Labor)

15.B.6.a. Filling Contract

Laborers will move conveyors, net pullers, hydraulic equipment, nets and miscellaneous equipment out of completed houses into next house and make ready for filling operation.

They will assist operators in setting up equipment, attach nets to pulling equipment, position net puller properly from bed to bed, check nets as they are pulled down the bed, ensure the nets are tracking correctly, position bed boards and side boards as required.

Must be able to work with minimal supervision. Distribute and level compost evenly in mushroom beds at the depth as directed for requirement in each room. Clean floors and aprons after filling is completed, work in a safe manner, report any unsafe conditions to the supervisor and maintenance department, and any other labor incidental to this classification.

Normally, a filling crew consists of six (6) laborers and three (3) operators.

15.B.6.b.SPAWNING CONTRACT

Place correct amount of supplement and spawn evenly over surface of compost in beds. Positions spawn machine correctly on bed and through spawn as directed by spawn machine operator. Applies surface spawn, and correctly tamps and levels bed.

Cleans side boards and floor area and removes all trash, stacks empty spawn containers outside of hallway. Removes machinery and positions it in proper area for it to be cleaned, and performs all other labor incidental to this classification.

Normally a spawning crew consists of three (3) laborers and two (2) operators.

### 15.B.6.c. EMPTYING CONTRACT

Shovel spent compost from bed to conveyor, shaking compost off boards. Remove bed boards and stack, removing any broken boards to outside of room. Move rails, conveyor and any miscellaneous equipment out of completed houses into next house and make ready for next operation and adjoining area and any other labor incidental to this classification.

Normally an Emptying Crew consists of two (2) laborers and one (1) operator, who shall be provided an hourly assistant as needed.

### 15.3.7. CASING MACHINE LABORERS

Fills empty containers with peat mixture. Applies mixture to edges and ends of beds. Check casing depth to insure a uniform desired depth. Patches and helps operator with belts and moving equipment. Cleans up working area, equipment, and helps to sanitize. Will also do any other labor incidental to this classification.

### 15.B.8. OVERWRAP MACHINE OPERATOR

#### Duties and Responsibilities:

The Overwrap Machine Operator is responsible for performing the following duties in a safe and responsible manner:

1. Operate the overwrap machine according to approved procedures.
2. Assist with line start, change plastic and labels as needed.
3. Perform all needed repairs with or without assistance from the Maintenance Department.
4. Performs periodic preventive maintenance as directed.
5. Performs other mechanical functions within the Department.
6. In the event there is a repair he cannot perform a Maintenance Mechanic will assist him.
7. Any other labor incidental to this classification.

#### Qualifications:

1. Work closely with the Farm Maintenance personnel.
2. Must show high level of initiative and be able to read and understand manuals.
3. In general, must have two years experience as sorting Machine Operator replacement.
4. Must be able to follow instructions and demonstrate mechanical aptitude.
5. Must supply own small hand tools.

### 15.B.9 FRESH PACK SERVICE PERSON

Helps in the set up of the overwrap machine with product and the material necessary to keep the machine and personnel working without disruptions. Transports packaged product to the cooler. Maintains his area of operation swept and clean and free of debris. Performs other labor incidental to this classification.

### 15.B.10. FRESH PACK DOCK LOADER

Transports mushrooms to and from the cooler; loads and unloads trucks with product; maintains dock area and the pallet storage area orderly and clean, and helps to form trays as directed. Performs other tasks incidental to this classification.

### 15.B.11. BOX MAKER

#### Duties and Responsibilities:

The Box Maker is responsible for performing the following duties in a safe and responsible manner.

1. Operates the box-making machine according to approved procedures.
2. Supplies machine with required corrugated material and glue. Maintains an adequate supply of both corrugated material and glue near workstation.
3. Set and adjust controls as required to insure that a high quality tray is formed.
4. Maintain work area and machine in a safe and clean condition.
5. Delivers formed trays to assigned area.
6. Hand set-up of other trays as required.
7. Performs mechanical repairs and adjustment as required.
8. Performs other labor incidental to this classification.

#### Qualifications:

1. Must have ability to follow instructions, both verbal and written.
2. Must be able to work with minimum supervision.
3. Must have physical capability to operate pallet jack (push-pull) and perform light lifting.
4. Must supply own small hand tools.

### 15.B.12. FRESH PACK UTILITY OPERATOR

The Fresh Pack Utility Operator will perform the duties as required on the following job descriptions in the Fresh Pack area:

- A. Vacuum Cooler Operator
- B. Sorting Machine Mechanic
- C. Fresh Pack Service Person
- D. Fresh Pack Dock Loader
- E. Box Maker

It is understood that the function of this Operator shall be as a replacement in the classifications mentioned above when replacements for such classifications are not available. However, whenever there is a permanent vacancy in the Packaging Department, the Utility Operator will fill that vacancy and the Utility Operator classification will be eliminated.

### 15.B.13. SORTING WORKERS (GENERAL LABOR)

Sorters: Sort out and dispose of unusable product from sorting tables, lines, and nets. Fill boxes or trays with product. Weigh and palletize mushrooms where applicable.

Dumper: Receive product from bulk machine or houses. Empty plastic lugs into nets or line. Remove unsuitable product from underneath and around machine where applicable. General clean up as needed.

Scaler: Check each tray or box for correct weight. Remove or add product to insure correct weight. Set up and clean area as needed.

**Finished Product Handler:** Remove trays from conveyor and place in shipping carton. Place divider when necessary and palletize carton. Set up area and clean as needed.

Employees will perform any other labor incidental to this classification.

#### **15.B.14 IRRIGATION OPERATORS**

Responsibilities include weighing correct amounts of pesticides or any other chemical and placing them into correct containers. Moving watering equipment and the crew as directed by supervisor. Responsible for coordination of the crew when crew is harvesting mushrooms.

Water rooms as directed by supervisor, and any other labor incidental to this classification.

#### **15.B.15. IRRIGATORS**

##### **15.B.15.a. Waterer A**

Apply chlorinated water to beds from day of casing to day of first pick. After performing work in these houses, A waterers will be assigned to water production rooms or perform other work incidental to this classification.

##### **15.B.15.c. Night Shift Irrigators**

Will follow supervisor's instructions in applying chemicals to beds, walls and areas. Wash floors and perform general sanitation work. Assist with such duties that may become necessary during the second shift. (see list below).

Night Irrigators will be assigned duties from the following list on the basis of available work due to pest infestation, disease problems, or sanitation problems. The appropriate rotation of spraying chemicals as opposed to other work will be maintained.

1. Fly count / clean fly boards.
2. Barrels (clean and fill).
3. Wash Floors.
4. Disease control.
5. Watering / sanitation / packing.
6. Spraying of chemicals (such as Vapona and Diazinon) will be assigned on rotating basis depending on needs and severity of pest problems.

##### **15.B.15.d. Sanitation**

Sanitation workers work in three related areas: filling, spawning and growing. These duties are as follows:

**Filling and Sanitation:** Sanitation worker washes down alleys, roadways and aprons. Picks up debris and cleans ditches.

For these duties he is responsible to the filling-emptying supervisor.

**Spawning:** Sanitation worker washes spawning equipment, i.e., tampers, hoses and spawn machines; and surrounding area, i.e., alley ways and aprons.

For these duties he is responsible to the spawn supervisor.

Growing: Sanitation worker sets up high-speed fans and air conditioning, lights for the roughing and casing crew..

For these duties he is responsible to the growing supervisor.

15.B.15.e. Sanitation - Night

Responsibilities include cleaning fill machine after the fill Contract is over, cleaning come-off reels of compost turners, cleaning straw off of the front end loaders, steam cleaning compost equipment as needed, clean Farm vehicles as needed, and any other labor incidental to this classification. Must be able to work with minimal supervision.

15.D.16. COMPOST OPERATORS

Operator must operate with proficiency and in a safe manner all pieces of equipment that is being used in the composting operation.

Equipment being used: composters, supplement spreader, pay loaders, and pre-wet machine.

Check and regulate all pieces of equipment for proper operation to insure that the process of compost making is in order.

Assist with training new operators.

Individual must perform assigned duties with little or no supervision.

Performs any other labor incidental to this classification.

15.B.17. COMPOST LABORERS

15.B.17.a. Compost Operator Assistants

Assists Operator in connecting hoses, position forms, boxes and backstop. Fuel composter, positioning plates over ditches. Clean corridors between ricks, assists operator in positioning composter in compost rick, and other labor incidental to this classification.

15.B.17.b. Compost Irrigators

Water ricks of compost as instructed, clean as assigned and any other labor incidental to this classification.

15.B.18. EQUIPMENT OPERATORS

15.B.18.a. Filling Operator

Operator must operate with proficiency and in a safe manner all pieces of equipment that are being used in the filling operation.

Equipment being used: front-end loader, dump truck, and filling hopper. Drive dump truck and front-end loader to deliver compost to room, operating machinery and unloading compost as needed.

With assistance of crew, direct room preparation and clean up. Fill out time cards.

Check and regulate all pieces of equipment for proper operation. Must have a valid California driver's license.

Perform any other labor incidental to this classification.

15.B.18.b. Spawning Operator

Operator must operate with proficiency and in a safe manner all pieces of equipment that are being used in the spawning operation. This involves the spawning machine and the roller tamper.

Instruct and assist crew with the positioning and operation of equipment. Distribute proper ingredients, spawn and supplements as directed.

Direct clean up and set-up of rooms for spawning operation. Fill out time cards.

Perform any other labor incidental to this classification.

15.B.18.c. Emptying Operator

Responsible for checking all fluid levels in truck each morning before starting the contract. Is required to load up and dump spent compost at designated places. Controls conveyor operations to fill the truck to a specified level, cleans hallway of spilled spent compost, fills out time cards for crew, tells supervisor of any conveyor or truck problems. Any other labor incidental to this classification.

15.B.18.d. Casing Machine Operator

Sets up and operates casing equipment. Is responsible for: insuring a uniform level depth of casing; notify a mechanic or supervisor of any problems; moving equipment from house to house, cleaning and sanitizing of equipment; and operating the equipment in a safe and orderly manner. Will also do any other labor incidental to this classification.

15.B.18.e. Forklift Operator

Operate forklift to deliver ingredients, mushrooms, containers, equipment and waste materials to desired locations. Load and unload trucks. Load peat-mixing machines. Assists in positioning of contract equipment. Report all mechanical problems of forklift to maintenance. Fill out time cards and any other labor incidental to this classification.

15.B.18.f. Casing Preparation Operator

Empty correct amount of peat, lime, and water into the mixing system, according to instruction of Supervisor. Load finished product into truck and transport to the house being cased. Move lime and pallets of peat from storage areas to mixing system. Assist in setting up casing equipment, moving machinery and disposing of waste materials for casing operation. Clean and salt area on completion of day's work.

Work in a safe manner. Coordinate covering and storage of finished product and all other duties incidental to this classification.

15.B.18.g. Vacuum Cooler Operator

Transports mushrooms to the vacuum cooler and to the cooler as required. Checks the machinery prior to, during, and after operation to ensure proper operation. Performs minor maintenance on the machinery and reports to supervisor, promptly, any uncovered malfunction. Operates the machine, in the chilling of the product, in accordance with established procedures. Helps in the movement of product from the packaging area to the cooler. Cleans his area of operation to include the machinery and helps in forming trays. Make boxes while not cooling. Performs other tasks incidental to this classification.

## 15.B.19. MAINTENANCE MECHANICS

### 15.B.19.a. Master mechanic

#### DUTIES AND RESPONSIBILITIES

Must be able to diagnose and solve complicated maintenance problems. Will assist mechanics of lower grades when they cannot solve a problem. Will train and orient those of lower grades to encourage and facilitate their promotion. Will be responsible for company tools and parts stores--organizing, storing and advising the supervisor when it is time to reorder. Will maintain all records and inventories assigned by the supervisor. Will organize work orders and advise the supervisor as to which mechanic has the skills for each job. Will direct maintenance personnel in absence of supervisor. Will be on call for emergency late night and weekend maintenance calls.

#### QUALIFICATION

Must be self-starter with high degree of initiative. Must be familiar with operation and location of all farm equipment and systems. Must have complete set of tools and testing equipment. Must be safety and preventive maintenance oriented. Must be able to read and understand prints, parts manuals, and service manuals. Must have been Mechanic A or equivalent for three years. The years of service requirement may not be required if the worker can demonstrate to the Company that he/she has the ability and/or skills to perform the job.

### 15.B.19.b. AA Mechanic

#### Differentiated from Mechanic A by the following:

1. Must have completed some form of technical training from a recognized institution.
2. Must consistently meet or exceed performance and conduct standards of Mechanic A.
3. Must demonstrate to supervisor's satisfaction that he can solve mechanical problems through his own experience and ability, or reading maintenance manuals, or conversing with qualified technicians of that piece of equipment.
4. Must be cooperative and agreeable, encouraging and training those of lesser skills.
5. Be able to substitute for Master Mechanic I his absence. Be on call for late night or weekend emergencies.

### 15.B.19.c. Maintenance Mechanic "A"

#### Duties and Responsibilities

Complete working knowledge and skill to repair all Pacific Mushroom Farm Machinery with knowledge of operating and maintenance procedures. Will be on call for emergency late night and weekend maintenance calls. May be assigned for orientation and training of new hires and trainees in maintenance group.

#### Qualifications:

Must show high level of initiative, be able to read and understand manuals.

Must be able to follow instructions, minimize errors and danger and demonstrate mechanical aptitude. In general must have four (4) years experience in four (4) fields of expertise and demonstrate proficiency to shop foreman or supervisor. The years of service requirement may not be required if the worker can demonstrate to the Company that he/she has the ability and/or skills to perform the job.

**15.B.19.d. Maintenance Mechanic "B"**

**Duties and Responsibilities:**

The following knowledge is required; welding, fabrication, electrical work, refrigeration, electronics, machine shop, plumbing, carpentry, machinery, general auto-mechanics, and repair of diesel equipment. Check water equipment and any other labor incidental to this classification.

**Qualification:**

Must show high level of initiative and be able to read and understand manuals. Must be able to follow instructions and demonstrate mechanical aptitude. In general must have two (2) years proficiency to shop foreman or supervisor. The years of service requirement may not be required if the worker can demonstrate to the Company that he/she has the ability and/or skills to perform the job.

**15.B.20.FARM MECHANICS**

**Duties and Responsibilities:**

Same as maintenance mechanic B. but less skilled.

**Qualification:**

Must show high level of initiative and be able to read and understand manuals. Must be able to follow instructions, minimize errors and demonstrate mechanical aptitude. must have one (1) year experience in two (2) fields of expertise and demonstrate proficiency to shop foreman or supervisor. The years of service requirement may not be required if the worker can demonstrate to the Company that he/she has the ability and/or skills to perform the job.

**15.B.21.GENERAL MAINTENANCE**

**Duties and Responsibilities**

Performs maintenance work in general such as replacing broken boards inside of the houses as needed, replacing and repairing pipes when necessary, fixing deteriorated doors, fixing the conveyor belts when broken, cleaning the conveyors, performing minor electrical repairs, unplugging drainage, reporting any work he/she can not perform, lifting the bed boards when necessary and any other jobs incidental to the classification.

**Qualifications:**

Shop entry level with no documented prior experience or schooling. Must show some initiative, be able to understand and follow instructions and have mechanical aptitude.

**15.B.22. SOIL SAMPLERS**

**15.B.22.a. Soil Sampler**

**Duties and Responsibilities:**

1. Assist the grower in charge of the laboratory in performing the following:
  - a) Take samples, following proper sampling procedures as directed.
  - b) Perform analytical tests as directed, following proper and safe operational procedures. Testes performed include, but not limited to:

- 1) PH
- 2) Moisture.
- 3) Nematodes
- c) Observe and record conditions during tests.
- d) Maintain records and files as required.
- e) Maintain lab in a clean orderly fashion.
- f) Assist in preparing houses for Phase II operations
- g) Place cheesecloth, netting or other materials over vents, doors and traps as needed.
- h) Perform other work incidental to classification.

Qualification:

1. Ability to follow verbal and written instructions.
2. Read, write and speak some English.
3. Capable of performing basic mathematical calculations.
4. Work in a safe manner with minimal supervision.

15.B.22.b.PASTEURIZATION TECHNICIAN

1. Inspect proper set up of room after filling is completed. This includes::
  - Fans
  - Peak heat pipes
  - Temperature probes
  - Glass thermometers
  - Plastic and nylon net on the back door
  - Provide and fill out needed paperwork for the process
2. Monitor Peak Heat this includes:
  - Monitor temperatures on a timely basis. Make adjustments as necessary to control bed/air desired ranges.
  - Achieve a bed/air crossover as dictated by conditions and begin the conditioning process after completion of the peak heat.
3. Monitor and record hot houses temperatures. This includes:
  - Check temperatures at least three times a day
  - Provide information to the temperature scouts to follow up on the conditioning of the hot houses.
4. Responsible for opening the houses for spawn when they are free from ammonia.
5. Any other work incidental to classification.
6. Other qualifications
  - Must have experience in pasteurization
  - Can tolerate high temperatures and humidity.
  - Have no history of allergies to ammonia.
  - Must be able to work without supervision

C.PROCEDURES

15.C.1.HARVESTING WORKERS

15.C.1.a. Picking Crews

1. Picking crews will consist of twelve (12) pickers and one (1) house attendant.
2. The total number of picking crews allowed in a house at one time will be three (3) crews.
3. When three (3) crews are in one house, pickers will be able to take lugs to the back door as well as the front door to save time; if it is not possible to use both doors, the Company will provide runners to take mushroom lugs in and out.

**15.C.1.b. House Assignments**

1. Picking houses will be assigned in a way that is fair for all pickers.

**15.C.1.c. Trashing**

1. Pickers will continue to be responsible for trashing.

**15.C.1.d. Sweeping**

1. The Company agrees to provide clean up crews to sweep the houses.

**15.C.2.CONTRACT WORKERS**

**15.c.2.A. Contract Requirements**

1. A worker who works on a contract job basis shall not be required to perform more than one contract on any given day of work. Such worker shall normally begin his contract job at 7:00 a.m. and contract work shall not be interrupted or delayed for the purpose of performing other jobs except in the event of machinery breakdown. A worker who works on a contract job basis shall not be required to perform any other job once his contract job is completed on any given work day; provided however, that such workers may do so voluntarily if work is available. A worker who works on a contract job basis shall be advised by the end of the work day if the Company would like him/her to perform more than one contract for the following days work. The workers shall advise the Company at that time if he/she agrees to do so. If he/she so advises the Company, he/she will be expected to work as scheduled, except in a case of emergency. (14.13)

2. An employee who has completed work on a contract will not be required to spend the remainder of work day picking but may do so on a voluntary basis when work is available and the regular picking crews are working at full capacity that day. (17.9)

**15.C.2.b. Contract Rotation**

1. Two fixed crews will be established on each contract job. These fixed crews will rotate on a weekly basis from their contract to picking. On weeks in which they are working as a contract crew the day off will be Sunday whenever possible. On the weeks in which they are designated as a picking crew their day off will be the regular day off.

Spawning: The spawning contract crew will perform one spawning contract a day from Monday to Saturday with occasional schedule variation. On days two spawnings are scheduled the second crew will perform that contract.

Filling and Emptying: The filling crew will perform all filling contract during a work week normally scheduled between Monday and Saturday. The emptying crew will perform contracts following this procedure.

2. If a laborer from one of these crews wishes to perform only one contract on a day in which two contracts have been scheduled he will notify his supervisor one day in advance and his supervisor will solicit a replacement from the replacement list. These replacements will be solicited according to the principles of seniority in Article 6.B.1.

#### 15.C.2.c. Contract Crews

1. Spawning. There will be two (2) crews in the Spawning, each crew will have (3) laborers and two (2) operators.
2. Filling. There will be two (2) crews in the filling, each crew will have six (6) laborers and three (3) operators.
3. Emptying; there will be two (2) crews in the Emptying, each crew will have two (2) laborers and one (1) operator.

Jobs will be filled within these roles, based on Farm Seniority, except as otherwise agreed.

#### 15.C.2.d. Contract Replacement

1. In the event of a vacancy in a contract crew, the replacement will be obtained from the replacement list of each individual contract.
2. No one will be permitted to replace in his own contract classification but may do so in other contract classifications by following the procedures set forth in Article 6 of this Agreement.
3. More senior contract workers will not "bump" anyone already on the contract replacement lists.

#### 15.C.3. SORTING WORKERS

##### 15.C.3.a. Sorting Positions

1. Positions on the packaging machine will be assigned on a permanent basis. (2)
2. Persons assigned to the packing machine will be assigned in accordance with the postings they signed. (4)

##### 15.C.3.b. Sorting Vacancies

1. Any permanent vacancy in the sorting area may be filled by the most senior person desiring the position, from within the sorting area, before being posted. Exceptions to this are the Machine Operator position.

##### 15.C.3.c. Sorting Rotation

1. The rotation on the 10 pound bulk sorting machine will continue. Persons who wish to voluntarily change positions may do so (1)
2. When the crew on one machine has finished for the day, and the other crew is continuing to work, there may be voluntary interchange between machines. If more than one person wishes to continue working in a position voluntarily vacated, the most senior person will remain. (5)

##### 15.C.3.d. Sorting Seniority

1. One seniority list shall be maintained, governing all workers in the general sorting area classification. (7)

2. On a day when work is not available for the complete crews, work will be offered to the most senior members. (8)

3. The company will comply with the provisions of the Labor Agreement relatively to seniority in the sorting area.

15.C.3.e. Sorting Crew

1. The Company will decide the size of the crew. (9)

15.C.3.f. Sorting Work

1. Sorting work will consist of:

10 Pound machine

Making boxes

Emptying lugs

Sorting

Packing

Weighing

Placing trays

Packaging Machine

Making boxes

Emptying lugs

Sorting

Weighing

Packaging

15.C.3.g. Sorting Replacements

1. None of the sorting labor will be assigned to workers outside the classification unless there is a need for a replacement. (1)

2. Replacements will take the place of the person to be replaced. (3)

15.C.4. IRRIGATION WORKERS

15.C.4.a. Irrigation Crews

1. Irrigators "A": There are four (4) "A" irrigators or more as needed. They will be chosen by seniority based on qualifications. Farm seniority will prevail.

2. In the event of a heavy pick day where the day irrigation crew cannot complete the irrigation in a normal workday, the night crew may be required to complete the work. (S.L.)

D. Evaluating and Setting Rates for Jobs

15.D.1. When the Company adds a new classification or substantially changes an existing job in the bargaining unit, it will determine the base rate and notify the Union before such a rate is put into effect. If the Union disagrees with the base rate determined by the Company, the following procedure shall apply: (5.5.)

15.D.1.a. A meeting shall be held between the Workers Board and local management within ten (10) days after receipt of the notice. A written answer will be given within five days from the date of the meeting. (5.5.a.)

15.D.1.b. If agreement is not reached on the base rate, the Union may request a meeting between Director of Employee Relations and the President of the United Farm Workers or their designated representatives within ten (10) days of the Company's written answer. The Company will furnish a written answer within five (5) days from the date of the meeting. (5.5.b.)

15.D.1.c. If the dispute is not resolved at Step b, it shall be submitted to the Federal Mediation and Conciliation Service within ten (10) days for settlement. (5.5.c.)

**E. Shift Differentials**

15.E.1. A night shift premium of fifteen (15) cents per hour will be paid to employees who work the majority of their hours between the hours of 4:00 p.m. and 12:00 midnight.

15.E.2. A night shift premium of twenty five (\$0.25) cents per hour will be paid to employees who work the majority of their hours between 12:00 midnight and before 8:00 a.m.

15.E.3. If the starting time is changed at the convenience of the Company, those employees receiving the shift premium will continue to receive night shift premium. (17.4)

**F. Reporting Pay Guarantee**

15.F.1. An employee called into work by the Company who is sent home because of lack of work shall be paid for time worked at the appropriate rate that day and the remaining time, up to five (5) hours, at the employee's rate of pay for the day, unless the employee is sent home as a result of an Act of God. (18.1.)

**G. Rates on Transfers, Promotions, Demotions**

15.G.1. An employee shall continue to receive the rate of his or her classification for all time worked including time, if any in a classification with a lesser rate of pay. (17.5.)

**H. Time and Manner of Wage Payment**

15.H.1. Employees will be paid on Friday for work performed in the preceding payroll week.

15.H.2. The Company will keep full and accurate records, including total hours worked, hours earned on contracts, total wages and total deductions. Employees paychecks will include total hours of work paid for, itemized deductions, total earnings, net pay, Social Security numbers, and hourly rates of pay. Accumulated hours and wage records will be maintained in the office and this information will be available to employees. The Union shall have the right, upon reasonable notice to the Company, to examine time sheets, time cards, or other records pertaining to employee's compensation. (24)

15.H.3. Income Tax. The Company shall deduct Federal and State income tax in accordance with standard practice with scheduled deductions for workers agreeing in writing to such holding (25)

15.H.4. Credit Union. Upon proper written authorization, the Company will deduct from an employee's wages an amount of money specified in the authorization to be forwarded with records on a monthly basis to the Farm Workers Credit Union, P.O. Box 62, Keene, CA 93531, or such other address as designated by the Administrator of the Fund. (26)

I. Uniforms, Tools, and Equipment

15.I.1. The Company will continue its present practice of furnishing equipment, protective garments and specialized tools that may be necessary for employees to perform their work. Employees shall be responsible for the returning of all such equipment and specialized tools but shall not be responsible for normal wear and tear. (14.3.)

15.I.2. The Company will provide good quality rain gear for those employees who work the majority of their time outdoors. If the rain gear is worn or torn during, the Company will replace it at no cost to the employee. Employees who lose their rain gear will be able to purchase new rain gear from the Company at the Company's cost. (L.I.30.)

15.I.3. Items listed below cover Company commitments not covered in other part of the Labor Agreement. (L.I.)

15.I.3.a. Picking

1. Harvesting employees will be provided with up to two pairs of rubber gloves per month as needed. Harvesting employees will turn in the used pair and then receive the next replacement pair. (L.I.1.)

2. Harvesting baskets and hangers will be sufficiently maintained and kept in good repair. (L.I.20.)

15.I.3.b. House Attendants

1. House Attendants will be provided with up to two pairs of rubber gloves per month, as needed. The House Attendants will turn in the used pair in order to receive the next new pair. (L.I.1.)

15.I.3.c. Contract Labor

1. Two jackets with hoods will be provided to each filling crew. (L.I.7)

2. Adequate planes and sticks for leveling will be maintained in good condition. Brooms, pliers, masks and goggles will be provided as needed for spawning. However, the Union agrees to cooperate in safe guarding this equipment to prevent unnecessary abuses and losses to Company equipment. (L.I.10)

3. The Company will attempt to use the Pannel machinery primarily for the spawning operation. However, the backup machinery will be used when necessary. All machinery and equipment will be maintained in good and satisfactory conditions. (L.I.21.)

a. Pesticides will not be applied in a manner that adversely affects operations or personnel (i.e. will not be applied on four houses either side of spawning crews). (1)

b. Supervisors will continue to check houses to make sure that the houses to be spawned are ready and in a safe condition for spawning. (2)

4. The Company will continue to provide safe and well maintained equipment in its emptying operations. Electrical equipment will be inspected regularly and replaced when necessary (L.I.23.)
5. Shovels, pitchforks, booms and light bulbs will be supplied in good condition to the emptying crew, in sufficient supply to insure the work is completed in an appropriate manner. (L.I.12.)

15.I.3.d. Casing Labor

1. Casing baskets will be maintained in appropriately to insure safety and reflect good growing practices and procedures. (L.I.11.)

15.I.3.e. Sorting/Packing

1. Rubber gloves will be provided as needed, to sorting and packaging employees. (L.I.5.)
2. Hairnets will continue to be provided to employees as needed. (L.I.16.)
3. Overshoes will be provided, as needed, to sorting and packaging employees. (L.I.6.)

15.I.3.f. Irrigators

1. The filters on irrigators' masks shall be replaced on an as needed basis. (14.10)
2. Irrigating employees, when applying chemicals will be allowed up to a maximum of 15 minutes paid time for showering, at their regular rate of pay, after they have completed their work assignment. (L.I.3.)
3. The Company shall provide a locker to each Night Irrigator for the storage of individual spray/dust equipment. The employee will furnish his/her lock and will be responsible for his/her protective equipment. (L.I.31.)

15.I.3.g. Compost Worker

1. Compost Operators and Laborers will be provided with appropriate rubber gloves, as needed. (L.I.19)
2. Boots will be provided to individual Compost Operators and Laborers and replaced as needed at no cost to employee when worn out or no longer usable through normal wear. No deposit required. (L.I.15.)

15.I.3.h. Equipment Operators

1. Leather gloves will be provided to fork lift operators. (L.I.8.)
2. The company will maintain all trucks and forklifts in good and safe condition. Equipment operators' cooperation is expected so that no undue or unnecessary damages occur to equipment. And, maintenance repairs will be reported to insure prompt repair and maintenance to equipment. (L.I.25.)
3. The Company will provide all Dock Loaders with heavy duty jackets which shall be turned in at the end of the Dock Loaders scheduled work day. (L.I.29.)

15.I.3.i. Truck Drivers

1. All trucks will be equipped with a fire extinguisher at all times at Company expenses and locks shall be installed on all truck gas caps. (L.I.28.)

15.I.3.j. Maintenance

1. The Company shall continue to provide sufficient tools and equipment to insure that plant maintenance is adequately and appropriately performed. An adequate spare parts inventory will be maintained. (L.I.18.)

15.I.3.k. Soil Samplers

1. The Company will investigate and find a more durable type of overall for the soil samplers than those currently used.

**ARTICLE 16: INCOME MAINTENANCE**

**A. Severance Pay (separation Pay Plan)**

16.A.1. Separation pay shall be available to employees having five or more years of continuous seniority who are permanently laid off from the service of the Company because of a work shortage or technological changes and when it is not expected that they will be reinstated.

(40)

**B. Eligibility**

16.B.1 Effective November 6, 1978 and thereafter, any employee with five or more years seniority who:

- 1) Is on continuous layoff for a six-month period or
- 2) Is laid off and exhausts his Unemployment Compensation eligibility.

Shall have the option of accepting separation pay according to the schedule outlined below and forfeit seniority retention rights. If the employee elects not to exercise this option, he or she will retain seniority up to a maximum of twelve (12) months. (40)

16.B.2. At any time between the expiration of six month's continuous layoff or the running out of Unemployment Compensation Benefits and the end of one (1) year of continuous layoff, the employee may elect to accept his/her separation pay and his/her seniority shall be terminated. In the event the employee does not exercise this option up to the time of the end of one year continuous layoff and the employee is then still in a layoff status, he shall receive the separation pay outlined below and his/her seniority shall be terminated. (40)

**C. Calculation Schedule**

16.C.1. The following schedule will be used in calculation the separation payment:

For Employee's Year of Seniority	The Company Will Pay**
Less than 5 Years	0 Weeks **
5 "	2 "
6 "	2 1/2 "
7 "	3 "
8 "	3 1/2 "
9 "	4 "

10 "	5 "
11 "	6 "
12 "	7 "
13 "	8 "
14 "	9 "
15 "	10 "

\* Full years of seniority at time of layoff.

\*\* A week of pay shall be the employee's hourly base rate at the time of --off times the average number of hours worked per week in the previous twelve (12) months. (40)

## ARTICLE 17: VACATIONS

### A. Eligibility

17.A.1. Each regular full-time employee covered by this agreement shall be eligible to receive a vacation with pay each year on the anniversary of his/her continuous employment with the Company in accordance with the following schedule:

<u>Service</u>	<u>Vacation</u>
After one continuous year	One week
After two continuous years	Two weeks
After eight continuous years	Three weeks
After seventeen continuous years	Four weeks

### 17.B. Vacation Pay

17.B.1 Employees entitled to one week vacation shall receive vacation pay calculated at 2% of the employee's annualized earning for the preceding calendar year. Vacation pay for employees eligible for more than one week vacation shall be calculated at 4% for two weeks, 6% for three weeks and 8% for four weeks vacation of the earnings of the employee for the calendar year immediately preceding the calendar year in which the employee is eligible for the vacation. Calendar year refers to January 1 through December 31.

17.B.2. If there is work available, employees may waive the vacation period but shall receive the vacation pay. (20.4)

17.B.3. An employee whose employment terminates will receive prorated vacation pay earned in accordance with Sections 17.A.1. and 17.B.1 above (20.6)

### C. Scheduling

17.C.1. Vacations may be scheduled at any time after the anniversary date with the approval of the Company but must be scheduled within one year. If more employees want a particular vacation period than can be reasonably spared, the employees with the highest seniority shall have first preference for the vacation period. (20.3)

### D. Extended Vacations

17.D.1. Employees may combine their vacation time off with an approved leave of absence. (20.7)

## **ARTICLE 18: HOLIDAYS**

### **A. Observance of Holidays**

**18.A.1** The following shall be considered holidays for eligible employees:

- |                   |                        |
|-------------------|------------------------|
| 1. New Year's Day | 6. September 16        |
| 2. February 10    | 7. Thanksgiving Day    |
| 3. Good Friday    | 8. Christmas Day       |
| 4. Memorial Day   | 9. Employees' Birthday |
| 5. July 4th       |                        |

### **B. Holiday Pay**

**18.B.1.** Each regular full time employee shall receive nine (9) hours of pay at the employee's regular base rate for each of the holidays enumerated above subject to the provisions set forth in Section C of this Article.

**18.B.2.** The employee's birthday shall be observed as his/her holiday. This holiday is to be taken within the week of the actual birthday and can be scheduled in conjunction with a normal day off. However, it is understood that when such an optional day is observed, the employee will be paid straight time for work performed on such actual date of birth. (22.3.)

**18.B.3.** An employee who is eligible for holiday pay and worked on a holiday shall receive time and one half for all hours worked in addition to his/her holiday pay. (22.1.d.)

### **C. Eligibility**

**18.C.1.** To be eligible for a paid holiday not worked, the employees will be required to work all hours scheduled by the Company the workday before and the work day following the holiday unless an absence on these days is excused by the Company. (22.1.a.)

**18.C.2.** An employee will not receive holiday pay if after accepting an assignment to work on a holiday, the employee does not work the holiday, unless it is for some reason beyond the control of the employee or when illness/injury is verified by a doctor's note and absence is called in.. (22.1.f.)

**18.C.3.** An employee will not be eligible for holiday pay if he/she is on a leave of absence when the holiday occurs. (22.1.b.)

**18.C.4.** An employee will not be eligible for holiday pay unless the employee works at least one (1) day within the week in which the holiday falls. (22.1.c.)

### **D. Holiday During Vacation**

**18.D.1.** If a paid holiday occurs during the employee's vacation, the employee will receive holiday pay for that day and observe another day of vacation in lieu of the holiday which may be added to extend the vacation period. (20.5.)

**18.D.2.** If an employee is on vacation during a holiday week, the employee shall be entitled to an alternative day off with vacation pay. (22.1.e.)

**E. Citizenship Participation Day**

18.E.1. The anniversary date of the signing of this Agreement each year shall be designated as "Citizenship Participation Day." During the term of this Agreement the Company will remit nine (9) hours pay at the employee's regular straight time rate for Citizenship Participation Day for employees who have authorized such a deduction on a legally acceptable form. The Company will remit such funds to the Citizenship Participation Committee of the United Farm Workers of America, AFL-CIO, for allocation as designated by the employees. This report shall also include the following data relative to each employee: hourly rate, gross pay, and accounting for all monies remitted pursuant to this Article, and totals for all employees shall be included. This report shall be submitted to the Citizenship Participation Committee of the United Farm Workers of America, AFL-CIO, P.O. Box 62, Keene, California, 93531, by the twenty-fifth (25th) of the month following the day designated as Citizenship Participation Day in this Agreement. (30.1.)

18.E.2. The above deduction will not include any pay for the time the employees actually work on Citizenship Participation day. (30.1.)

18.E.3. Eligibility for Citizenship Participation Day contributions shall be in accordance with this Article 18, Holidays, Section C. (30.2.)

**ARTICLE 19: INSURANCE (GROUP INSURANCE PROGRAM)**

**A. Life and Accidental Death Benefits**

19.A.1. Life Insurance The Life Insurance Plan is composed of Basic Life Insurance and Additional Life Insurance.

19.A.1.a. Effective June 22, 1981, the Basic Life Insurance benefit is \$6,000 payable to the beneficiary designated by the employee. The Company will pay the total cost of this insurance as long as the employee remains in the service of the Company.

19.A.1.b. Eligible employees may purchase an amount of life insurance equal to the full amount of their Basic Life Insurance under the Additional Life Insurance Plan. The current rate is \$0.60 per month per \$1,000 but this cost is subject to change. The cost of Additional Life Insurance is paid by the employee.

19.A.1.c. If the employee becomes totally disabled because of physical injury, or sickness, before attaining the age of 60 while covered by this insurance, the Basic Life Insurance will continue in effect for the duration of the disability provided the employee shows proof of disability as required by the insurance company.

19.A.1.d. The Additional Life Insurance will remain in effect, without further contributions, during the period the Basic Life Insurance is continued in force because of total disability, provided the employee's contributions are made for the Additional Life Insurance through the end of the month in which the first proof of disability has been accepted by the insurance company.

19.A.1.e. If the employee becomes totally disabled because of physical injury, or sickness on or after the attainment of age 60 while the insurance is in effect before retirement, the Basic Life Insurance will remain in force for a period of one year. The employee may also keep Additional Life Insurance in force for a period of one year by continuing to make contributions toward the cost.

19.A.1.f. The employee is free to designate any person as his beneficiary. The name of the beneficiary can be changed at any time by means of a notice written in one of the forms supplied by the insurance company.

19.A.1.g. If the employee leaves the Company, he/she can convert his/her life insurance group policy without medical examination to any individual policy which the insurance company may have available at the time, with the exception of term insurance, by simply requesting it from the insurance company within 31 days from the termination date.

19.A.1.h. When the employee on or after age 55, the Basic Life Insurance decreases 20%. This becomes effective on the date he/she terminates employment and on each successive anniversary of the date when employment was terminated. At no time will the amount be lower than \$1,500.

19.A.1.i. The amounts by which the Basic Life Insurance is reduced may be converted without medical examination, provided written application for such conversion is made to the Insurance Company within 31 days following the date of each reduction. The employee will pay the cost of the insurance that is converted.

19.A.1.j. If an employee continues to work beyond age 65, Basic Life Insurance will be reduced 8% of each anniversary commencing at age 65, and continue until the earlier of attainment of age 70 or retirement (see chart below entitled BASIC LIFE INSURANCE FOR EMPLOYEES WORKING BEYOND AGE 65 AND RETIRING AFTER AGE 65).

Using \$4,000 as an example of Basic Life Insurance, the chart below shows the amount of Life Insurance if an employee at age 65, or if an employee continues to work beyond age 65.

BASIC LIFE INSURANCE FOR EMPLOYEES WORKING BEYOND AGE 65 AND RETIRING AFTER AGE 65

Amount of Company-Paid

Age	Basic Life Continuing After Age 65	Continues to Work Beyond Age 65	Retirement After Age 65
64	100%	\$6,000	\$6,000
65	92%	\$5,000	\$4,800
66	84%	\$5,040	\$3,600
67	76%	\$4,560	\$2,400
68	68%	\$4,080	\$1,500
69	60%	\$3,600	\$1,500
70	\$1,500	\$1,500	\$1,500

(27. Life.)

**ARTICLE 19 INSURANCE(GROUP INSURANCE PROGRAM)**  
**HOSPITALIZATION INSURANCE**

19.B.1.a. The Company will provide a 70 day comprehensive hospitalization insurance plan for each regular full-time hourly rated employee's one hundred and fifty(150) work day. The cost of individual coverage and elected dependent coverage is borne by the Company. The employee and dependent while hospitalized will receive a benefit equal to the amount charged by the hospital for room and board up to the semi-private room rate. In no event, however, shall the room and board benefit when added to any benefit to which the employee may be entitled during confinement under the provisions of the California insurance code exceed the semi-private room rate. For confinement in a private room, an employee or dependent while hospitalized will receive a benefit equal to the cost of a semi-private room as determined by the Company reduced by any benefit to which the employee may be entitled during confinement under the provisions of the California Unemployment Insurance Code.

Besides the benefits for room and boards, the employee will also receive benefits for the total charges made by the hospital for services and supplies required for treatment which caused the confinement and board benefits are being paid. Benefits will also be payable for the first visit to the outpatient department of a hospital for emergency, accident or medical treatment.

Pregnancy, childbirth or related medical conditions will be treated the same any other injury or illness.

19.B.1.b. Surgical Insurance

The Company will provide a Surgical Insurance plan for each regular full-time hourly rated employee on the employee's one hundred and fiftieth day (150) day of work.

The cost of individual coverage and elected dependent coverage is borne by the company. This plan will provide a graduated schedule of surgical benefits based upon the type of operation performed with a maximum of \$500.

19.B.1.c. Major Medical Program  
The Discrimination in Employment Act

If an employee continues in employment beyond age 65, regular active plan benefits will continue to apply and will be coordinated with Medicare Part A (Hospital) and Part B (Medical) Benefits which are payable or would have been payable had the employee enrolled for such coverage. For employees who continue in employment beyond their Normal Retirement Date (age 65), the Company will pay the cost of Medicare "Part B" for the employee and spouse. The Company's payment ceases upon actual retirement or death of the employee whichever occurs first. (27 Medical)

19.B.1.d. The major medical benefits become effective on the one hundred and fiftieth (150) work day. Benefits for dependent will become effective on the same day.

2. The Plan pays 80% of the covered expenses incurred during each calendar year over and above the Basic Benefits and the Deductible Amount.

3. **Basic Plan Benefits** are any medical expenses payable under the hospital and surgical plans described in this article, or any other group insurance or prepayment plan which is sponsored by an employer or for which payroll deductions are made by the Company, including hospital or medical benefits provided by any state disability insurance law.

4. The **Maximum Benefit** for the employee and for each eligible dependent is \$20,000 and is available for all covered expenses in connection with each illness or injury which the insurance company considers to be entirely related to any other illness or injury for which Medical Benefits have been or are being paid.

5. The **Deductible Amount** is the amount of Covered Expenses which the employee must pay in any calendar year for himself or any eligible dependent before becoming entitled to Major Medical Benefits. The annual deductible amount is \$100.00 per employee or family for covered expenses incurred on or after January 1, 1987. The deductible will not apply to expenses incurred by an employee or covered dependents for out-of-hospital drugs and medicines prescribed by a physician which are purchased through a Company approved facility. The Company will pay 100% of the first \$60.00 of expenses for prescription drugs incurred by each family member per year. Expenses in excess of the 460.00 will be paid on the basis of 80% by the Company and 20% by the employee or covered dependent. For each family covered under the Basic Plans, the Deductible Amount applies only one each calendar year even though the family may have expenses for several injuries or illnesses during the year. No expenses incurred in one calendar year can be carried over to the succeeding calendar year for purposes of establishing the deductible or counting towards the "out-of-pocket" covered expenses in the succeeding calendar year.

6. Maternity benefits are provided for employees and dependents of eligible employees not living on the farm, and are not applicable unless all Basic plan maternity benefits are payable. A maternity benefit is payable in maternity cases on the basis of 80% of medical expenses incurred, which are in excess of the maternity benefits payable under the basic plans and the deductible amount up to the maximum plan benefit. Pregnancy, childbirth, or related medical conditions will be treated the same as any other injury or illness. If a female employee elects single coverage only, maternity benefits will apply to the employee, the newborn child will be considered as a dependent. Benefits are the same for employees and eligible dependents, if eligible dependents have been enrolled.

7. Covered Expenses include:

- a. Physicians', surgeons', and trained nurses', fees. Doctor's statement indicating need for nurses is required.
- b. When Basic Hospital Plan benefits (Government and Company) are exhausted, the full cost of a semi-private room would be covered and in a private room, the maximum expense eligible under the Major Medical Plan would be \$25.00 per day.
- c. Drugs, medicines, blood and blood plasma except when replaced by a Company-sponsored blood bank.

- d. Artificial limbs or eyes, casts, splints, crutches, braces, rental of wheel chair or hospital type bed, iron lung or other mechanical equipment needed for treatment of respiratory paralysis.
  - e. Anesthesia and administration thereof, diagnostic laboratory services and X-rays.
  - f. Treatment of accidental injury of natural teeth commencing within 90 days of the accident. (Individual must be covered by the Plan at the time of the accident and treatment must be completed within two years from the date of the accident.)
  - g. 100% of local professional ambulance service up to \$50.00 for each family member per year.
  - h. Effective January 1, 1987 the Comprehensive Major Medical Plan will provide benefits for expenses incurred for care in connection with the detection and correction by manual or mechanical means of structural imbalance, distortion or subluxation in the human body for purpose of removing nerve interference and the effects thereof. Where such interference is the result of or related to distortion, misalignment or subluxation of, or in the vertebral column, shall be payable in the amount not to exceed 80% of covered expenses incurred in excess of the annual Major Medical deductible amount, except that:
    - 1. Charges made by a physician in excess of \$30.00 per treatment (visit) and,
    - 2. Charges made by a physician in excess of \$1,000.00 during any calendar year shall not be considered covered expenses.
  - i. Other reasonable medical expenses as determined by the Company.
  - j. The newborn child will be considered as a dependent.
8. Expenses Not Covered by the Plan Are:
- a. Expenses in connection with bodily injuries, sickness or disease arising from or in the course of any employment.
  - b. Periodic medical examinations which are not related to a specific symptom, illness or injury.
  - c. Expenses in connection with eye refractions, the fitting or purchase of eye glasses or hearing aids.
  - d. Expenses, except as specifically provided under covered Expenses.
  - e. Expenses due to war or any act of war.
  - f. Expenses in connection with cosmetic surgery to the extent necessary to repair disfigurement due to an accident occurring while insured under this Plan where treatment is begun within ninety (90) days after the accident and except treatment of a congenital anomaly in a child born while the parents are covered under the Plan.

- g. Services or supplies for which the employee is not required to make payment, including any charges for treatment received in a United States Government Hospital, or a government hospital in any other country.
- h. Fees of a nurse who is a resident of the employee's household or a member of the immediate family.
- i. Charges for which benefits are payable under the Medicare Program of the Defense Department, under any State or Federal Law, or charges for which benefits are provided by or available from the Federal Government.

Benefits are not payable for expenses in connection with any condition existing on the date your insurance or your insurance with respect to your dependents becomes effective until a period of three months passes during which no covered expenses in connection with that condition are incurred. The date the expense occurs determines the period of time used to satisfy the three month period. (27.Medical)

**19.B.1.e. Medical Expenses Benefits**

For disabilities arising on and after November 6, 1978 the Company will provide medical expense benefits to employees and their dependents. Treatment must be received in person by and in the presence of a licensed physician or surgeon. The benefits will be equal to 100% of the fees charge by the physician's office or at the employee's home up to a maximum of 12 visits during any period of three months for the employee and each eligible dependent. Expenses in excess of \$25.00 per visit will be paid on the basis of 80% by the Company and 20% by the employee or covered dependent. Pregnancy, childbirth or related medical conditions will be treated the same as any other injury or illness. (27.Medical) Effective January 1, 1996 all hourly employees and dependents will be covered under the provisions of the Aetna Managed Choice Plan.

The complete details of the plan are contained in contracts between the Company and the Insurance Carrier. Employees will be given booklets which describe all features of plan.

<u>PLAN FEATURE</u>	<u>IN-NETWORK</u>	<u>OUT-OF-NETWORK</u>
Type of plan	Preferred Provider-Wholesale	Un-Managed Retail Plan
Deductible	None	\$500/Singe, \$1,000 family
Out of Pocket Max./Yr.	\$2,500/person, \$5,000/family	\$5000/person, \$10,000 family
Lifetime Major Medical Max	Unlimited	Unlimited
Claim Form Required	NO	YES
Balance Billing	NO	YES
Hospitalization	120 days/conf.to Out of Pocket	120 days/conf.to Out of Pocket
Surgery (Physician's Fee)	90%	70% after deductible
Hospital Inpatient Payment	90%to Out of Pocket Max.-100%	70%to Out of Pocket Max.-100%
Hospital Outpatient Payment	90%	70% after deductible
Emergency Room Service	90% after \$50 deduct. Admit no ded.	90% after \$50 deduct. Admit no ded.
Doctor Office Visits	\$10 COPAY	70% after deductible

Preventive and Wellness

Physicals	\$10 COPAY	Not Covered
Immunizations	\$10 COPAY	Not Covered
OB/GYN	\$10 COPAY	Not Covered
Mammograms	\$10 COPAY	Not Covered
Eye Exams	\$10 Exam + 75% lens & frames	75% lens and frames
Hearing	\$10 COPAY	Not Covered
Allergy Testing	\$10 COPAY	Not Covered
Home Health Care	10% up to 120 visits/year	70% after deductible-120/yr
Hospice Care Inpatient	90% up to 30 days	70% after deductible - 30 days
Prescription Drugs	\$5/Rx Retail & Mail (90 day supply)	70% after deductible
Chiropractic and Spinal Sublux	\$10 Copay-No Annual Limit	70% after deductible
<b>Eee.Monthly Contribution</b>		
1/1/99 - \$25 Single/\$30 Family	1/1/01 - \$30 Single/ \$40 Family	
1/1/00 - \$28 Single/\$35 Family		

19.B.1.f. State Disability Insurance

All regular full-time employees are covered under this plan. Disability Insurance is payable when an employee cannot work because of sickness or injury not caused by their job. The insurance claim must be filed with the appropriate State Office. The full cost of this plan is deducted from the employee's wages in accordance with State law. The Company will absorb the premium cost for employees with ten or more years of continuous service. (27.Medical)

19.B.1.g. Long Term Disability - For Employees Only

1. The Long Term Disability benefit becomes effective on the first day of work following 150 days of work provided the employee authorizes the Company to deduct the required contribution from his/her earnings. In the event you do not participate in the Long Term Disability Insurance Plan within one month after you become eligible and later decide to participate, the insurance will not become effective until the date of acceptance by the insurance company of satisfactory evidence of insurability submitted at your own expense. In addition, you will have to make application at least 30 days before the semi-annual enrollment dates which are April 1 and October 1.

If you are not actively at work on the date your Long Term Disability Insurance would otherwise take effect, the effective date of your Long Term Disability Insurance will be delayed until your first day of work after performing your regular, full-time duties for 21 consecutive days.

2. The Long Term Disability benefit shall be equal to 50% of Average Weekly Earnings\* reduced by the amounts of payments received from sources (a) to (e) below:

(a) Company pension (if you elect to begin your pension before age 70)

\*\* (b) Primary Social Security (your individual benefit only (your individual benefit only excluding dependent benefits)

(c) Temporary Weekly Workers' Compensation benefits

(d) Weekly disability benefits provided under any State plan or Company-sponsored private plan

\*(e) Dependent Social Security benefits would also be used as an offset to the extent that one-half earnings plus dependent Social Security benefits exceed 75% of full earnings.

\* Average Weekly Earnings will be computed as of March 1 each year to determine the amount of your benefit. The benefit will be based upon your Average Weekly Earnings annualized for the previous calendar year.

\*\* NOTE: If your disability entitles you to Social Security benefits, you must apply for such benefits.

If Social Security benefits are denied, you must apply a second time. If you fail to apply for Social Security benefits, your Long Term Disability benefit will nevertheless be reduced as outlined in (b) and (e) above.

3. Your Long Term Disability benefit period starts the first day after you have been totally disabled for six consecutive months or when temporary weekly workers compensation benefits expire, whichever is later. The period is called the "qualifying period". The first benefit payment is made as of the last day of the month in which your "qualifying period" ends.

4. The monthly Long Term Disability benefit is payable as long as your disability prevents you from performing any gainful occupation for which you are reasonably fitted by virtue of education, experience, background and training, but not beyond your normal retirement age of 65 (except as indicated in the next paragraph). Proof of disability must be presented. If you continue in employment beyond age 65, your coverage will remain in force, but will be administered as follows:

If a covered disability occurs prior to age 60, benefits will be payable until you recover or attain age 65. If a covered disability occurs on or after age 60, benefits will be payable until you recover, or for a maximum of 5 years, but in no event will benefits be payable after attainment of age 70.

If you have received Long Term Disability benefit payments, a recurrence of total disability from the same or related cause or causes will be deemed to be a continuation of the prior disability unless between such periods you have performed all of the duties of your occupation on a full time basis for at least three consecutive months, in which event such total disability shall be deemed to be a new disability and subject to a new qualifying period.

5. The Long Term Disability benefits plan does not cover any loss caused by or resulting from suicide or attempted suicide, service in the Armed Forces, or war. In addition, Long Term Disability benefits will not be payable for any disability beginning within the first twelve months of employment, if the disability is due to a sickness, disease, or injury for which the employee was under a physician's care or receiving treatment within three months prior to the date of employment, if the employee is at work thereafter, benefits may be payable for conditions in existence on the date of employment.

6. Your insurance under the Plan will terminate if the Group Policy is canceled or if you fail to make any agreed contribution. If you leave the Company for any reason, your insurance will be terminated at the end of the month following termination of your employment. However, if you become totally disabled prior to the termination date, Long Term Disability benefits will continue to be paid in accordance with the terms of the Plan.

If you become **disabled** and unable to work, you will be required to **continue** your contributions to the Plan until benefits begin, after which premium payments will not be required during the period for which disability benefits are payable.

7. Written notice of **injury or sickness** upon which your claim may be based must be given to the Company when you have been disabled for a total of five months. The Company will provide claim forms which you and your doctor must complete and return to your Personnel Department before six months of total disability have elapsed. Upon notice of your claim your Personnel Department will notify the General Office Personnel Administration Department which will be responsible for the processing of your claim under the Plan with the insurance company. (27.Medical)

19.B.1.h. Subrogation

It is not intended for our Plan to cover medical expenses for treatment of injuries sustained in an accident that are rightfully the responsibility of a third party. For that reason our Plan has a Subrogation Clause. This means that our Plan will make prompt payment of its benefits even though a third party may be liable, but the right is reserved to have such payment refunded if the liability is later assumed by the third party. (27.Medical)

19.B.1.i. Coverage for Incapacitated Children

Coverage for your dependents will cease at the time your insurance is terminated. In addition, a dependent will not be insured when he/she ceases to be a "dependent" as defined in the policy. Dependents are removed from coverage on December 31 following the date they become ineligible for coverage by reason of age. An unmarried child who is mentally or physically incapacitated, unable to earn a living, who is dependent upon you for support and maintenance and who qualifies on your tax return as a "dependent", is covered provided such dependent becomes incapacitated prior to the date his insurance would have otherwise terminated. However, you must furnish evidence of the dependent's incapacitation to the Personnel Department within thirty-one days prior to December 31 following the date of the dependent attains age 19. Any coverage continued for such dependent will terminate under any of the conditions described above, or in any event, when the dependent ceases to be incapacitated or at the end of a thirty-one day period after any requested proof of continued incapacity or maintenance is not furnished. (27.Medical)

19.B.2. DENTAL PLAN

Employees and eligible dependents covered. The plan pays 100% of the customary and reasonable charges for dental expenses incurred for diagnosis and preventative treatment and 80% of the customary and reasonable charges for covered dental expenses incurred for restoration procedures. There shall be no maximum for life-time cap for employees or their covered dependent.

19.B.2.b. Covered Expenses

1. all general dentistry
2. Periodental diseases
3. Extractions
4. Cleanings

5. Root Canal
6. Therapy
7. Filling, in-lays and crowns
8. Dentures - no more than one replacement in three years period - pay for repair.

19.B.2.c. Restrictions

1. Dental work covered by Workmen's Compensation.
2. Replacement of missing teeth at time of coverage - waiting period of three years.
3. Government paid dental work. Equal to the R.F.K. Plan (27, Dental)

Eligible employees will pay a monthly coverage in accordance with the following schedule:

<u>Effective</u>	<u>Single coverage</u>	<u>Family Coverage</u>
January 1, 1999	0.00	0.00
January 1, 2000	3.00	5.00
January 1, 1998	3.00	5.00

All payments will be made through payroll deductions

19.B.3.a. Vision Care Benefits

Effective November 1, 1981 the Company shall provide vision care benefits equal to the benefits provided by the Robert F. Kennedy Farm Workers Medical Plan C-36. The cost of the Plan will be paid for the Company. (27.Vision) The Company will reimburse up to 75% of glasses.

19.B.4 EAP QUALITY CARE PROGRAM

19.B.4.a. Effective January 1, 1993, if you and/or your eligible dependents seek mental health (psychiatric), alcohol, and/or drug treatment, you must contact an Employee Assistance Program (EAP) Counselor for assistance. If you or your eligible dependents use the EAP Quality Care Program, your medical expenses for mental health, alcohol, and/or drug treatment will be covered as follows:

- a. 100% in-hospital for the first ten(10) days and 80% thereafter for in-hospital or special treatment centers as approved by the EAP.
- b. 80% for all EAP approved out-patient treatment.

If you or your eligible dependents do not use the EAP Quality Care Program, your medical expenses will be covered as follows:

- a. 50% for all covered in-hospital or Specialty Treatment Center treatment.
- b. 50% for covered out-patient treatment.

Covered expenses for those who use the EAP Quality Care Program but refuse to follow recommended courses of treatment will have expenses covered the same as those who do not use the EAP Quality Care Program.

**NOTE:** All deductibles and out-of-pocket maximums of the Comprehensive Medical Program apply. A pamphlet on this program is available in the Human Resources Department.

**C. Coordination of Benefits**

**19.C.1. Coordination of Benefits - Internal**

**19.C.1.a.** If husband and wife are both eligible employees, they will be each other's eligible dependent and their dependent children will be an eligible dependent of each of them. All claims will be coordinated so that up to 100% of covered expenses will be paid as a result of dual eligibility. (27)

**19.C.2. Coordination of Benefits - External**

**19.C.3.a.** The purpose of this plan, which provides broad extensive coverage for nearly all types of medical care and treatment, is to help you pay your medical bills.

**19.C.2.b.** Your present plan has a Coordination of Benefits Provision (COB) which provides that benefits may be reduced if you or your spouse have other group coverage, depending on which of the plans is determined to be "primary." The "primary" plan is the plan which pays its benefits first. When this plan is not primary, the deductible and co-insurance provisions of this plan will be applied to the covered expenses which are not paid by the primary plan.

**19.C.2.c.** For this purpose, the word "plan" means any plan providing benefits or services for or by reason of medical or dental care or treatment, which benefits or services are provided by (I) group, blanket or franchise insurance coverage, (II) Blue Cross, Blue Shield, group practice and other prepayment coverage, (III) any coverage under labor-management trustees plans, union welfare plans, employer organization plans, or employee benefit organization plans, and (IV) any coverage under governmental programs, and any coverage required or provided by any statute. (27)

**D. Eligibility and Coverage**

**19.D.1.** Each regular full-time hourly employee is covered by the Company's Group Insurance Program after completion of one hundred and fifty (150) work days. Eligible dependents are covered on the date the employee is covered. Coverage for dependent children on December 31, following attainment of age 19. (27)

**19.D.2.** Effective January 1, 1987 the definition of dependent is as follows: the term dependent means your spouse and your dependent unmarried children within the specific age limits under the plan. Spouse means the person to whom you are legally married. (27)

Proof of marriage, dependent or guardianship shall be provided by a certified legal document, e.g. marriage certificate, birth certificate or legal documentation indicating court appointed guardianship within thirty (30) days of the qualifying event. Failure to provide legal documentation will result in non-eligibility.

This section will apply to all new employees. Current employees at the signing of this agreement will be grandfathered.

19.D.5.d. In the event the Consolidated Omnibus Budget Reconciliation Act of 1985 is changed by Federal Law the Company reserves the right to change or terminate continuation of coverage in accordance with the Law.

**E. Administration**

19.E.1. The Group Insurance Program will be administered by the Company.

**F. Financing**

19.F.1. The Company will pay and maintain the cost of the Group Insurance Program, except as otherwise agreed in this Article.

19.F.2. Eligible employees will pay a monthly coverage fee in accordance with the following schedule:

<u>Effective</u>	<u>Single coverage</u>	<u>Family Coverage</u>
January 1, 1999	\$25.00	\$30.00
January 1, 2000	28.00	35.00
January 1, 2001	30.00	40.00

All payments will be made in advance through payroll deductions.

**G. Martin Luther King, Jr. Farm Workers Fund**

19.G.1. Upon receipt of written authorization by the employee, the Company shall, during the term of this Agreement, remit to the Martin Luther King, Jr. Farm Workers Fund five (5) cents per hour for each hour worked or contract hours paid up to a maximum of nine (9) hours for all employee covered by this Agreement, commencing on the first anniversary date of this Agreement. Expenditures or investments of contributions shall be solely restricted to those charitable and educational purposes for which federal tax exempt status has been granted to the Fund. The contributions shall not be expended to the detriment of the Company. The Martin Luther King, Jr. Farm Workers Fund shall obtain and maintain federal tax exemption and all contributions shall be deductible under the Internal Revenue Code. (29.1)

19.G.2. In accordance with this Article the Company shall remit monies weekly. The Company shall provide the Union with a monthly summary report indicating the payroll periods covered, and a list of all employees including name, Social Security number, total hours paid for and wages paid per employee, and total dollar contributions to the fund for the period of the report. (29.2.)

**H. Other Benefits**

**19.H.1. Savings and Stock Bonus Plan**

19.H.1.a. An employee may save up to 10% of his/her average earnings for the preceding calendar year. (Minimum weekly employee savings is \$.50). The Company contributes an amount equal to 50% of the first 5% of the employee's savings. The Company contributions are invested in Campbell Stock. The employee's savings may be invested in Government Savings Bonds, a Mutual Fund or Campbell Stock. The employee may suspend or withdraw from the plan subject to certain limitations. If the employee leaves the Company for any reason, he/she will receive the money and securities in his/her account including Campbell Stock purchased with the Company's contributions.

19.H.1.b. Participation in the plan is entirely voluntary. An employee gains eligibility to participate in the plan upon completion of 720 hours of service in any 12 consecutive month period commencing with the first day of employment or any anniversary thereof. Each plan year of employment on any April 1, August 1, or October 1, by authorizing in writing, at least thirty (30) days prior to such enrollment, a payroll deduction.

19.H.1.c. The Employee contributions and the Company's contributions for each plan year remain in the plan for three years after the end of such plan year. Then, as soon as possible, the account for such plan year will be distributed to the employee unless the employee irrevocably elects to have payment deferred until retirement or termination of employment.(27)

19.H.2. Effective April 1, 1996 the current Savings Plan will be replaced by the Campbell Soup Company Savings and 401(k) Plan for Hourly-Paid Employees.

#### Company Contribution

For each \$1.00 saved, up to the first 5% of pay, the Company will make a matching contribution of \$0.50. At the sole discretion of the Company, the \$.050 per \$1.00 saved company match may be increased based on the attainment of goals set by the Compensation and Organization Committee of the Board of Directors. The establishment of these goals and the Company contributions above \$0.50 per \$1.00 saved up to the first 5% of pay, may be continued at the sole discretion of the Company and for the purpose of this labor agreement is unilateral.

### **ARTICLE 20: RETIREMENT AND PENSION PLAN**

#### **A. Retirement**

20.A.1. Pension benefits for retirements prior to November 1, 1982 are based on eligible earnings and continuous service up to age 65. Employees at work on or after November 1, 1982, receive pension benefits based upon eligible earnings and continuous service up to but not beyond age 70 based upon the following provisions:

a. Eligibility - All regular, full time hourly employees become covered under the plan on their first day of work provided they have not reached age 70.

b. Retirement Age - A participant may continue in employment beyond his normal retirement date as permitted by the employer in accordance with applicable law.

c. Normal Retirement Benefits - For retirement on and after August 1, 1976, the normal form of benefit for an employee with a spouse will be the automatic 50% Joint and Survivor Annuity unless before retirement the employee elects a different form of benefit payment.

d. Optional Forms of Retirement Annuity - Prior to the employee's actual retirement date, an eligible employee may elect one of the following forms of retirement annuity.

1. Straight Life Annuity - Life Annuity payable for life of the employee with 60 monthly payments guaranteed. (28.1.)

2. Variable Joint and Survivor Annuity - This option pays the Straight Life Annuity to the retiree for life with 60 payments guaranteed, followed after the retiree's death by a lesser amount determined by tables according to the survivor annuitant's age, to a surviving or dependent family member for their life. (28.2.)

3. 50%, 75%, or Joint and Survivor Annuity - These options pay a reduced retirement benefit to the retiree for life with 60 payments guaranteed followed after the retiree's death by an amount equal to the percent Joint and Survivor Annuity Option (50%, 75%, or 100%) elected payable to designated surviving spouse or dependent family member for their life.

4. Social Security Option - If you retire before you are 65, you may have your pension payment adjusted so that monthly payments to you under the plan, together with monthly payments under the Social Security Act, will form as nearly as possible a uniform series of payments before and after age 65. (28.4.)

**B. Benefits**

20.B.1. Beginning in the first of the month following actual retirement, monthly pension payments are guaranteed for life. The amount of pension for employees retiring will be calculated as follows:

a. The basic annual pension formula for an active employee retiring on or after age 65 with 30 years of continuous service shall be: The Company pension plus one-half primary Social Security shall equal one-half the "Final pay." ("Final Pay" is the average annual earnings in the highest five earning years in the last ten calendar years of employment.) (28.B.1.)

b. Employees retiring with less than 30 years continuous service shall receive a pro-rate pension. (Based on years of continuous service related to 30). (28.B.2.)

c. Employees retiring with more than 30 years continuous service shall receive an additional pension equal to .5% of "Final Pay" times years of continuous service beyond 30. (28.B.3.)

d. In no event will the employee's pension at retirement be less than such employee's vested pension benefits on December 2, 1974.

e. Employees retiring early, prior to age 65, shall have their pension reduced in accordance with the following table:

<u>Percent of Straight Life Annuity payable (Other Retiree's Age Upon Payment of Pension)</u>	<u>Optional Benefit Payments (Also Reduced)</u>
65	100
64	.94
63	.88
62	.82
61	.77
60	.72

59	.67
58	.63
57	.60
56	.56
55	.53
(20)	

20.B.2. Facility of Payment: If the annual amount of any benefit payable hereunder to a participant, participant's spouse or dependent child is less than \$600.00, such benefit may, at the option of the person entitled to receive it:

- a. Be paid monthly, without reduction in amount, or
- b. Be paid in full discharge thereof in a lump sum cash amount which is equal to the commuted value thereof. Provided, however, that either option, if once elected, shall be irrevocable.

20.B.3. Vested Retirement Benefits: Pension benefits payable on retirement vest with the employee upon completion of five years of continuous service or a total of ten years of service (as defined by ERISA) for employee who have breaks in their employment, i.e., whose employment is not "continuous." An employee who has 1,000 hours of service in a 12-month period will receive credit for one year of service for vesting purposes.

20.B.4. Death Benefits: In the event of death after retirement but before 60 monthly retirement income payments are made, payments will be continued to the named beneficiary until 60 payments are made. A five-year certain death payment is provided after an employee who is covered by the plan has reached age 55 but before retirement. If the designated beneficiary entitled to receive a benefit is other than a spouse or dependent child of a participant, any benefit payable hereunder shall be paid in a lump sum cash payment equal to the commuted value of the annual amount of the benefit. You may name anyone you wish as your beneficiary and you can change your beneficiary whenever you desire. Any death benefit paid under the plan shall be paid to the beneficiary of record for life insurance purposes, unless a specific pension beneficiary has been indicated. A five-year certain death payment is provided after the death of an employee covered by the Plan who:

- a. Has not attained age 55 but has vested under the Plan. The benefit will be calculated by the same formula as any employee retiring early at age 55 based upon the amount in the employee's account at the time of death.
- b. Has 5 years of continuous service (vested benefits) at termination of employment and whose life insurance has been accepted under the Total Disability Provisions of the Life Insurance Plan at the time for his/her death. The benefit payable shall be the greater of the amount the employee would have received had he/she retired early on the first day of the month after the date of his/her death or the amount he/she would have received had he/she retired early at age 55. (28)

C. Financing

20.C.1. Cost: The Company pays for the entire cost of the Retirement and Pension Plan. (28)

## ARTICLE 21: AMENDMENT AND DURATION

21.A.1. This Agreement shall be in full force and effect from November 2, 1998 to and including November 2, 2001. This Agreement shall automatically renew itself upon expiration of this Agreement unless either of the parties shall have given notice in writing to 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 Agreement shall remain in full force and effect. (38)

### B. Reopened

21.B.1. No provision or term of this Agreement may be amended, modified, change, altered, or waived except by a written document executed by the Company and Union. (35)

### C. Separability

21.C.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. (36)

MEMORANDUM OF AGREEMENT

BETWEEN

PACIFIC MUSHROOM FARM

AND

UNITED FARM WORKERS OF AMERICA AFL-CIO

This agreement entered into November 2, 1998 between Pacific Mushroom Farm, Pescadero, California and the United Farm Workers of America AFL CIO, satisfies in full all non-economic and economic articles of the existing labor agreement between the parties. It is agreed, that the following pages \_\_\_\_\_ to \_\_\_\_\_ shall bind the parties to these terms, and those articles not mentioned in this memorandum continue in full force and effect for the duration of the agreement.

UNITED FARM WORKERS OF AMERICA AFL-CIO

PACIFIC MUSHROOM FARM

Antonio Modesto

Robert Kelly

David M. Villarino

Frankie L

Gerardo M. Salas

Richard A. Ryan

Shreeta A. Arreola

John Ruiz

Roberto H. Garcia

Dominique

Rodolfo A. Leon

Jorge Rodriguez

Federico Garcia Cruz

HUMBERTO CORREA ROMERO

Eduardo Garza

[Signature]

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