

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

UNITED FARM WORKERS OF AMERICA, AFL-CIO

AND

PLEASANT VALLEY VEGETABLE CO-OP

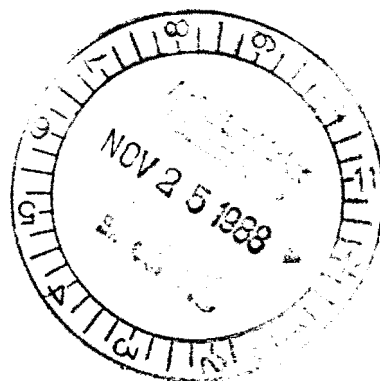


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PARTIES

This collective bargaining agreement is between PLEASANT VALLEY VEGETABLE CO-OP, (hereinafter called "the Company") and the UNITED FARM WORKERS OF AMERICA, AFL-CIO, (hereinafter called "the Union"). The parties agree as follows:

ARTICLE 1 - RECOGNITION

- A. The Company does hereby recognize the Union as the exclusive representative for all of the Company's agricultural employees (hereinafter called "workers" or "employees") in the bargaining unit set forth in the Agricultural Labor Relations Board's certification.
- B. The term "worker" (or "employee") shall not include office, shop and sales employees, security guards, management trainees, professional employees, members of the immediate families with ownership interests in the Company, and supervisory employees who have the authority to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward or discipline other workers or the responsibility to direct them or adjust their grievances or effectively recommend such action, if, in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature but requires the use of independent judgment.
- C. The Company further recognizes the rights and obligations of the Union to negotiate wages, hours, and conditions of employment and to administer this Agreement on behalf of covered workers.
- D. The Company will make known to all workers, supervisors and officers its policies and commitments as set forth above with respect to recognition of the Union.

ARTICLE 2 - UNION SECURITY

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

- B. The Company agrees to furnish to the Union in writing, within one (1) week after the execution of this Agreement, a list of its workers, giving the name, addresses, social security number and type of job classification.
- C. The Company agrees to deduct from each worker's pay dues initiation fees, all periodic fees, and assessments as required by the Union, upon presentation by the Union of individual authorizations signed by workers, directing the Company to make such deductions. The Company shall make such deductions from worker's pay for the payroll period in which it is submitted, provided that it is submitted in advance of the close of the pay period, and periodically thereafter as specified on authorizations so long as such authorization is in effect, and shall remit monies monthly. The company shall provide a monthly summary report as soon as possible, but not later than the fifteen (15) day of the month following the ending date of the previous months pay period containing the names of the workers, social security numbers, payroll periods covered, gross wages, total hours worked per worker, total number of workers and amount of Union dues deducted during such pay periods from each worker. The Union will furnish the forms to be used for authoirization and will notify the Company in writing thirty (30) days before the effective date of any change.
- D. The Company will advise new workers that it is a condition of their employment that they must become and thereafter remain members in good standing in the Union immediately following (5) Five days after the beginning of their employment. The Company shall furnish workers membership applications and dues check-off authorization forms, as provided by the Union.
- E. The Union shall indemnify and hold the Company harmless from and against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the Company for the purpose of compliance with any of the provisions of this Article.

ARTICLE 3 - HIRING

- A. The purpose of this hiring procedure shall be to facilitate the hiring by the Company of the most qualified persons for work available in new or additonal job positions.
- B. The Company shall follow a centralized hiring procedure, designate a person or persons with the exclusive authority to hire new or additional employees, and hire out of its main office. New or additional workers shall mean any worker not on the current seniority list. The Company will notify the Union of the address, telephone number, and name(s) of the person(s) in charge of taking applications and hiring new or additional workers.

It is hereby understood that any hiring under this Article of new or additional workers shall be solely for the Company's own operations.

- C. Employees with seniority at the Company shall be recalled in accordance with the provisions of Article 4, Seniority, and are exempt from this procedure.
- D. When an applicant completes and submits an application, the Company shall enter in writing on the application the date and time it was submitted. The Company shall inform the applicant that he may have a copy of his application and, where the applicant requests a copy the Company shall give one to the applicant. However, nothing in this Section shall require the Company to hire employees on the basis of the order in which they submit applications or to restrict in any other way the Company's ability to hire the most qualified persons for the work available.
- E. Before accepting applications for work the Company shall notify the Union and the Ranch Committee of the time when such application will be accepted.

Applicants may obtain employment applications from the Company's office.

The Union shall have the right, upon request to review the Company's records of applications received and persons hired at reasonable times.

- F. The Company shall attempt to notify the Union seven (7) days, or as soon as possible, prior to any layoff. Failure to give this notice shall not create any financial liability on the part of the Company to employees. The company's only liability to employees who report for work shall be under Article 21, Reporting and Standby Time.
- G. The Company agrees that there shall be no discrimination against any applicant because of race, age, color, religion, sex, national origin, marital status, physical handicap or medical condition.
- H. At the time of hiring, the Company will comply with the provisions of Article 2, Union Security, and will supply the Union with copies of signed membership applications and dues check-off authorization cards within ten (10) days after expiration of the fifth day of continuous employment.
- I. The first five (5) workdays shall be a work evaluation period during which a new employee may be terminated for unsatisfactory work performance without recourse to the grievance procedure unless he claims that his termination was for a reason other than unsatisfactory work performance. The.

Company shall provide the Union with a weekly notice of employees terminated during this period, and, upon request, shall make available to the Union, information as to a terminated employee's work performance. The Company shall describe the work to be performed and give a physical demonstration of work to new employees. An employee shall be given an opportunity to demonstrate his job performance. The supervisor shall point out the employee's mistakes in order to help him learn the job.

- J. Labor contractors retained by the Company shall retain the right to hire and fire their own employees in accordance with past practice in so far as such practice does not conflict with any provision of this Agreement.
- K. The Company and the Union recognize that the Agricultural Labor Relations Act precludes a labor contractor from being considered an agricultural employer. Both parties further agree that the ALRA mandates that the "person" who hires the labor contractor shall be deemed the employer of the labor contractor employees for purposes of collective bargaining. The Company further acknowledges and agrees that for purposes of the ALRA and this agreement that it is the "employer" of all the labor contractor employees while they perform work for the Company.

ARTICLE 4 - SENIORITY

- A. All new employees must work a total of 14 days in order to obtain seniority with the Company. Whenever a commodity or crop season is less than 28 calendar days, a worker shall acquire seniority provided he works at least one-half the number of work days in the season.
- B. Temporary employees engaged by the Company to accomplish and perform work of an emergency nature or of limited duration are not subject to this Article, unless such employees are employed for 14 days in which case they shall acquire seniority retroactively to their date of hire.
- C. All employees shall hold two types of seniority: Company seniority, which reflects total time worked for the Company without break in Company seniority; and classification seniority, which reflects total time worked for the Company in a particular classification during which no break in seniority has occurred.
- D. A break in service terminates seniority. Layoffs, or leaves of absence are not considered a break in service. Company seniority shall be acquired after the employee has worked a total of 14 days in which case the employee's seniority shall date from his original date of hire. Classification seniority shall be acquired after the employee has worked a total of 14 days within a particular job classification.

- E. In the reduction of forces due to lack of work, layoffs and recalls shall be made on the basis of seniority within a particular job classification by their classification seniority, provided the ability and skill of the employee to perform the work is equal. Such judgment of ability and skill shall not be exercised arbitrarily or capriciously.
- F. It is recognized that in the application of paragraphs D and E that the Company has, in the past, used flexibility in temporarily transferring employees to jobs when there is not work in their normal job function or for other reasons for efficiency. It is agreed that such temporary transfers can still occur and at the Company's discretion. During such transfers the employees' wages will not be reduced, if it is a lower paying job.
- G. Seniority shall mean the length of an employee's continuous service with the Company and shall be broken if an employee:
1. Voluntarily quits;
 2. Is discharged for just cause;
 3. Is absent from work for three (3) consecutive working days without properly notifying the Company.
 4. Fails to report to work at the termination of a leave of absence or vacation without approved extension in writing by the Company;
 5. Is laid off and fails to report to work within three (3) working days after having been recalled;
 6. Accepts other employment while on leave of absence;
 7. Retires.
- H. Any employee rehired after a loss of seniority as provided in Section I shall establish a new seniority date pursuant to Section A. If an employee is promoted to a job outside the bargaining unit and later is returned to the bargaining unit, he shall not lose his seniority, provided he is returned to the bargaining unit within three (3) month; if he is returned to the bargaining unit after three (3) months, he shall establish a new seniority date.
- I. The Company shall maintain a seniority list for all covered employees. Each three (3) months beginning with the date of the execution of this Agreement, the Company shall provide the Union with a current seniority list showing the name of each employee, his date of hire, his social security number and job classification. The Company shall post this seniority list on its bulletin boards for examination by employees and the Union Ranch Committee.

The Union shall review the accuracy of the seniority list and present to the Company any errors it may find on such list. Thereafter, the Company shall be entitled to rely upon the accuracy of the list.

- J. The Company will provide to the Union on a monthly basis a list of employees, including their social security number, date of hire and job classification, who under Section I, lost seniority during the prior month.
- K. For purposes of layoff and recall classification seniority shall govern provided the remaining employees have the qualifications necessary to perform the work under normal supervisions with reasonable efficiency. Classification seniority is defined as the length of service in a job classification, dating from the date of entry into that classification. An employee may hold classification seniority in only one classification at a time. In the event of a permanent promotion or transfer the employee, shall establish a new classification seniority date.
- L. Layoffs shall be in order of seniority within the affected classification, with the worker with the lowest classification seniority laid off first. Workers shall be recalled to their job classification in order of classification seniority. There shall be no bumping between classifications, provided, however, if a worker is to be laid off because of a permanent job elimination, he shall be entitled to displace (bump) the least senior employee in any job classification, provided further he is capable of performing the job within the 5 day probationary period.
- M. When crews are reformed at the start of a seasonal operation, it shall be done, as far as practicable, in seniority order as to who worked in those crews the prior season.
- N. The Company, when anticipating the recall of seniority workers, shall notify the worker in writing not less than two (2) weeks prior to the estimated starting date of the work, and such notice shall include worker's name, social security number, seniority date, job or classification and the approximate duration of the work. The Company shall then notify the workers by any or all of the following means in Section P, below.

The Company shall obtain from each employee a mailing address, where the Company can send the notices. It shall be the responsibility of each employee to notify the Company of any address change prior to any layoff(s).

All notices of recall shall be in writing as per the attached form in Appendix C of this Agreement and may be mutually agreed upon post-card form. All notices shall be mailed first class. The Company will mail to the Union a list of the employees to whom such notices have been transmitted, together with the reporting date for each employee and the address to which the notice was sent. When recall notices sent to workers are returned to the Company with postal service notification of non-delivery, the Union shall be notified of the worker's name and address from which the notice was returned, and the Company shall make available to the Union, on request, of such return notice.

- O. The Company shall notify employees of the starting date by any or all of the following means: posting on the Company bulletin boards, posting at the Union office, radio announcements, or by providing the information to those workers who call the Company office. Such notice shall be given at least forty-eight (48) hours in advance of the starting date of work.
- P. It is understood that the Company and the Union may agree in writing to make deviations from those seniority provisions regarding applications of seniority.

ARTICLE 5 - GRIEVANCE AND ARBITRATION PROCEDURE

- A. The parties to this Agreement agree that all disputes which arise between the Company and the Union out of the interpretation or application of this Agreement shall be subject to the Grievance and Arbitration Procedure. The parties further agree the Grievance Procedure of this Agreement shall be the exclusive remedy with respect to any disputes arising under this Agreement, and no other remedies shall be utilized by any person with respect to any dispute involving this Agreement until the Grievance Procedure has been exhausted.

Occurrences prior to the execution date of this Agreement, shall not be subject to Arbitration, unless by consent of the Company.

- B. Grievances shall be processed in the following manner:

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

Step 2. If the grievance is not resolved in Step 1, the grieving party shall file the grievance in writing with the other party. The written statement of the grievance shall include a brief explanation of the nature of the grievance as it can be ascertained at the time, and the remedy requested. The Company and the Union shall meet within five (5) days after

presentation of the written grievance. If no settlement is reached, the Company shall give its written answer including its reasons for denial within two (2) calendar days following the meeting. A Union representative may fully participate in the Step 2 meeting.

Step 3. If the grievance is not settled in Step 2, the party filing the grievance may appeal it to arbitration by giving written notice of its desire to arbitrate to the other party as soon as possible after receiving its Step 2 answer, but in no event later than thirty (30) days after receiving such answer. The arbitrator shall not have the authority or jurisdiction to modify, detract from or alter any provisions of this Agreement. Within these limitations, the arbitrator's authority shall include: (1) awarding back pay to employees for any loss of earning from the Company; (2) awarding damages to the Company in appropriate circumstances; and (3) ordering compliance by all parties with the provisions of this Agreement. The parties agree that the arbitrator's remedial authority is limited to the terms of this agreement. Where past practice is relevant in determining the meaning of a particular provision, the arbitrator shall consider only the past practice of the Company and shall not consider the practice of any other company. The decision of the arbitrator shall be final and binding on the Company, the Union, and the employee or employees involved. The expenses of the arbitrator, including his fee, shall be borne by the losing party. Each party shall pay the cost of presenting its own case. If the parties have selected a permanent arbitrator, he may hear consecutive cases. Further, the parties may agree to have an ad hoc arbitrator hear more than one case. In addition, on any grievance the parties may agree to waive the filing of briefs and/or to permit a bench decision. The arbitrator shall be entitled to make a field inspection.

- C. Grievances on discharges must be filed at Step 2 within seven (7) days following the discharge. All other grievances must be filed at Step 2 within thirty (30) days from the date of the occurrence of the alleged violation or the discovery of the facts giving rise to the grievance. Grievances not filed within these time periods shall be deemed waived. If the Company fails to answer the grievance within the time limits provided for in a particular step, the Union may appeal the grievance to the next step within the time limits provided for appeal from that step.
- D. Grievances initiated by the Company shall be filed in writing at Step 2 of the Grievance Procedure with the Union's Grievance Committee within thirty (30) days from the date of the occurrence of the alleged violation or discovery of the facts giving rise to the grievance. Grievances not filed within the time limit are deemed waived. The Union shall give its written answer within five (5) days after the Step 2 meeting and if denied, the Company may appeal to arbitration under the provisions of Step 3.

- E. In those instances where the grievance remains unresolved following the Step 2 answer, the parties may agree to seek the services of the California State Conciliation Service to mediate the dispute. The Conciliator and the parties shall use their best efforts to resolve the dispute as an alternative to arbitration. Where this method is used, the time period for appealing to arbitration under Step 3 shall be extended to forty-five (45) days from receipt of the Step 2 answer.
- F. The Company agrees to cooperate to make Union Stewards available to a worker or group of workers wishing to submit a grievance, and to make the Grievance Committee available whenever their presence is required to perform their functions under this Agreement.

Aggrieved workers shall have the right to be present at each step of the grievance.

Time lost by the grievants, the Stewards, and Grievance Committee from their jobs in the processing of grievances shall not be paid by the Company.

In the event the Company requests a grievance meeting during regular working hours, the time lost by the grievant(s), the Steward(s) and Grievance Committee shall be without any loss of pay. In such cases the Company will cooperate in making employees available.

- G. Where the presence of a particular supervisor, employee, or Union representative is necessary for the settlement of a grievance, the Company and the Union shall attempt to make such persons available at the appropriate step of the Grievance Procedure.
- H. In the selection of an arbitrator, the parties may utilize the services of either the Federal Mediation and Conciliation Services or the American Arbitration Association.

Not later than fifteen (15) days after the need for an arbitrator arises, the parties shall request a list of eleven arbitrators from the above agencies. After receipt of the list, the parties shall meet to select an arbitrator for each grievance. If the parties cannot agree upon the selection of an arbitrator, then they shall turn to the list of arbitrators received under procedures of this Section. The party to strike first shall be selected by a coin toss. That party shall strike the first name from the list. The name remaining after each party has struck five shall be the person designated as arbitrator for the particular grievance.

- I. 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.

- J. Grievances specified elsewhere in this Agreement as subject to the expedited Grievance and Arbitration Procedure may, at the request of the party filing the grievance, and with written notice to the other party, be expedited to arbitration as follows:

After such a grievance has been reduced to writing, the grieving party may request and there shall be a Second Step meeting within two (2) workdays and the responding party will immediately provide its answer in writing, if denied, setting forth the reasons for denial. The grieving party may then request, with written notice to the responding party, that the grievance be referred to the arbitrator within three (3) workdays from the written responsive answer. If such a grievance is presented to the arbitrator, it is agreed that it will take precedence, as to investigation, hearing date, and issuance of decision over any other case.

- K. In the event of any violation of Article 6, No-Strike-No-Lockouts, the parties agree to make an immediate joint effort to end the violation. The party aggrieved by the violation may immediately refer the matter to the arbitrator and the arbitrator shall immediately issue an order orally, and in writing, directing the other party to cease and desist from the violation.

- L. Should either party fail or refuse to participate in any steps of the grievance machinery, the grieving party shall have the right to refer the matter immediately to step 3 and apply to the arbitrator for a formal hearing. An application for such a hearing may be ex parte, provided that the applying party has given reasonable notice to the opposing party of its intention to proceed to arbitration and of its application to the arbitrator. If the arbitrator finds that he or she has the authority under the terms of this Agreement to hear the matter, he or she will so notify both parties and proceed to schedule a formal hearing on the merits of any such petition or grievance. Such hearing may be ex parte, i.e., with only one side present, provided that the parties have both received at least two (2) weeks notice of the hearing. The arbitrator may temporarily delay and ex parte hearing to permit immediate bona fide efforts to settle an issue without a hearing.

ARTICLE 6 - NO STRIKE -- NO LOCKOUT

- A. There shall be no strikes, picketing, slowdowns or other interruptions of work during the term of this Agreement, nor shall the Union boycott any of the Company's products.
- B. There shall be no lockouts by the Company during the term of this Agreement.

- C. If any of said events 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.
- D. The Company agrees that any worker may refuse to pass through a picketline of another Company and sanctioned by the Union.

ARTICLE 7 - RIGHT OF ACCESS TO COMPANY PROPERTY

- A. During the term of this agreement, business representatives of the Union shall have the right to access to the company's premises where employees in the bargaining unit are working during regular business hours, to conduct lawful and legitimate union business in connection with the administration of this agreement. However, it is understood that the union representatives shall not exceed 2 per location of company operations and in no event shall exceed a total of six.
- B. Authorized agents of the union must notify authorized company supervisors prior to entering the company's premises, and must provide evidence that they are duly accredited representatives of the Union, and must comply with all safety rules and rules governing employee conduct while on the property and they shall not interrupt operations, interfere with employees or cause them to interrupt their work.
- C. Before Union representative contacts any of the employees during working hours, he shall notify the company prior to entering the business premises.

ARTICLE 8 - DISCIPLINE AND DISCHARGE

- A. Employer shall have the sole right to discipline and discharge employees for just cause, providing that in the exercise of this right it will not act in violation of the terms of this Agreement.
- B. Prior to any discharge, the Employer shall notify the steward or other Union official and such Union representative shall have the right to be present when formal charges are made. provided, however, if a situation occurs in a remote area, wherein the Employer deems it necessary to take action and no steward or Union representative is available, the Employer may take action and must give written notice within the time limit in paragraph C below.
- C. The steward or other Union representative shall have the right to interview employees in private. Within forty-eight (48) hours after any discharge for just cause, the Union representative will be notified in writing the reasons for discharge.

- D. Discharge and other disciplinary actions are subject to the Grievance and arbitration provisions of this Agreement.

ARTICLE 9 - NON-DISCRIMINATION

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

ARTICLE 10 - LEAVE OF ABSENCE

- A. A leave of absence may be granted subject to the provisions of this Article to employees who have completed their probationary period of employment.
- B. Leave of Absence for Union Business - A temporary leave of absence without pay not to exceed three (3) days for Union business shall be granted under the following conditions:
1. Written notice shall be given by the Union to the Company at least two (2) working days prior to commencement of any such leave;
 2. Such leaves of absence shall only be granted to workers engaged in hoeing and thinning, harvesting, and sorting and packing and shall not exceed 5% of any such crew.
 3. This section shall not apply to operations during critical periods such as the first and last weeks of the harvest, if it would harm operations.
- C. Other Leaves - A leave of absence without pay may also be granted by the Company upon its approval to seniority workers for any of the following reasons without loss of seniority:
1. For Jury Duty or Witness Duty when subpoenaed.
 2. Up to one (1) year of illness or injury requiring absence from job. The Company may require substantiation by medical certificate or other adequate proof of illness; or
 3. For valid personal reasons not to exceed sixty (60) days.
 4. Up to six (6) months for pregnancy-related disability as evidenced by a doctor's statement of disability. The commencement of such leave shall be at the discretion of the requesting employee, provided evidence of such disability is provided.

All leaves in excess of three (3) days shall be in writing on approved leave of absence forms provided by the Company. Such forms shall be signed by the Company representative, the worker requesting the leave, and by Union Steward or other Union representative to signify receipt of Union's copy.

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

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

- D. Any worker who is on a leave of absence has the responsibility of notifying the Company of the address at which he may be reached during the time he/she is on leave of absence.
- E. Any worker who obtains a leave of absence under false pretense, or who fails to return to work upon expiration of a leave, or works elsewhere during the period of the leave without written authorizaiton of the Company, will be discharged.

ARTICLE 11 - MAINTENANCE OF STANDARDS

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

ARTICLE 12 - SUPERVISORS

Supervisors and other provisional employees not included in the bargaining unit may not perform work covered by this Agreement, except in cases of training, experimentation, emergencies or where there is a situation that would otherwise interrupt work operations.

ARTICLE 13 - HEALTH AND SAFETY

- A. The Company and Union are interested in the health and safety of employees while working with the Company. It is understood and agreed that it is necessary in the sophisticated farming practices of today that certain agricultural chemicals must be used for the control of pests and growth of the product. Company recognizes that use of certain chemicals may be injurious to farm workers. The use of such chemicals injurious to farm workers must be so as not to cause injury to employees. If the union in good faith believes such use may be injurious or has caused injury to workers, Company agrees to make available to Union upon request such records as will disclose the following:
 - 1. Location of field treated with injurious materials;
 - 2. Name of material used by brand name and chemical name and registration number;
 - 3. Date and time material was applied and its formulation;
 - 4. Amount of material applied and its formulation and concentration;
 - 5. Method of application; and

6. Applicator's name and address, if any.
- B. The Company will comply with all applicable laws relating to the health and safety of farm workers.
 - C. No employee shall be required to work in any work situation which he reasonably and in good faith believed would imminently endanger his health or safety. An employee shall notify or attempt to notify his employer of the existence of such a condition and shall not be discharged because he has refused to work in such conditions.
 - D. In accordance with law, there shall be adequate toilet facilities, separate for men and for women, in the field readily accessible to workers, that will be maintained by the Company in a clean and sanitary manner.
 - E. Adequate first-aid supplies shall be provided and kept in clean and sanitary dust-proof containers.
 - F. Protective garments to safeguard the worker's health shall be provided pursuant to applicable law.
 - G. Each place where there is work being performed shall be provided with suitable cool, potable drinking water convenient to workers. Individual paper drinking cups shall also be provided.

ARTICLE 14 - MECHANIZATION

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

ARTICLE 15 - MANAGEMENT RIGHTS

- A. All the functions, rights, powers and authority which the Company has not specifically modified by this Agreement are recognized by the union as being retained by the Company, including, but not limited to, the exclusive right to direct the work force, the means and accomplishment of any work, the determination of size of crews or the number of employees and their classifications in any operation, the right to decide the nature of equipment, machinery, method, or process and to change or discontinue existing equipment, machinery, methods, or process, the right to determine the type, amount and extent

of crops and acreage to be planted, harvested or sold, the right to determine if overtime shall be worked, and the right to make all decisions which are necessary to the efficient and/or economical operation of its business.

It is agreed that these enumerations of management rights and functions shall not be deemed to exclude other proper rights or functions not specifically listed herein.

- B. The Company shall have the right to establish and post work rules and safety rules applicable to all workers.
- C. The Union shall have the right to appeal to the grievance procedure if the exercise of any of the management rights provided for in Section A, above, or the establishment of work rules or safety rules provided for in Section B, above, violates or conflicts with any other provision of this Agreement.

ARTICLE 16 - NEW OR CHANGED OPERATION

In the event any new or changed operation or new or changed classification is installed by the company, the company shall have the right to temporarily set the wage scale or working conditions in relation to the classification and rates of pay in Appendix A and shall notify the Union at least one week before such action whether or not the Union has agreed to the proposed rate. The company may put into effect after such notice, within five days thereafter the parties shall meet to negotiate a wage scale and working conditions. In the event such wage scale cannot be agreed upon mutually by the parties, the same shall be submitted to the Grievance and Arbitration procedure for determination beginning at the second step. Any wages agreed upon shall be effective retroactive to the date of the installation of such new or changed operation or new or changed classification.

ARTICLE 17 - HOURS OF WORK, OVERTIME, AND WAGES

- A. Overtime shall be paid to employees as required by applicable provisions of Industrial Welfare Commission Order 14080, or any subsequent orders numbered 14, effective during the term of this Agreement, and enforceable by the State of California Division of Labor Standards Enforcement as of the signing of this Agreement, overtime provisions shall be as follows:

No employee eighteen (18) years of age or over shall be employed more than ten (10) hours in any one workday, or more than seven (7) days in any one work week, unless the employee receives one and one-half times his/her regular rate of pay for all hours worked over ten (10) hours in any one workday and for all hours worked on the seventh (7th) consecutive workday of the same workweek.

- B. Meal time breaks shall be one-half (1/2) hour and are not compensated nor counted as hours worked under the provisions of this Agreement.
- C. When a worker performs work in a higher rated job, he shall be paid at the higher rate for all time so worked, but shall in any event not be paid such higher rate for less than one (1) hour in such day.
- D. When a worker is working as a trainee for qualification for a higher-rated job, he shall be paid for such training period at his regular rate of pay for a time period not to exceed twenty-eight (28) continuous calendar days.
- E. Wage rates for specified job classifications are set forth in Appendix "A" attached hereto.
- F. Each workweek shall commence on Sunday and end on Saturday of the same week.
- G. Payday shall be the Friday of the week following the end of each workweek.

ARTICLE 18 - REPORTING AND STANDBY TIME

- A. A worker who is required to report for work and does report, but is furnished no work shall be paid for half the usual or scheduled day's work, but in no event for less than four (4) hours at the worker's hourly rate of pay or the general field hourly rate of pay for piece-rate workers.

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

This section shall not apply where work covered by this Agreement is delayed or cannot be carried out because of rain, frost, government condemnation of crop, market conditions or other causes beyond the control of the Company.

- B. A worker shall be paid for all time he is required to remain on the job at the hourly rate. This shall not apply to piece rate workers after they commence work.
- C. Any call may be rescinded by notification to employees at any time within twenty-four (24) hours prior to the time scheduled for reporting to work.

D. Piece rate workers shall be paid at the general hourly wage rate for all standby time after work begins in excess of thirty (30) consecutive minutes. "Standby time" for the purposes of this Section D shall refer to any time when the crew's work is interrupted or delayed because of machinery breakdown, unavailability of market instructions, or similar causes, and orders are given by the Company to standby, but shall not include incidental inactivity such as movement from field to field within the existing ranch premises or breaks taken by faster workers in individual performance crews while waiting for slower workers to complete their quotas.

ARTICLE 19 - REST PERIODS

Workers shall have paid rest periods of fifteen (15) minutes each, which, insofar as practical, shall be in the middle of each continuous four (4) hour work period or major fraction thereof.

ARTICLE 20 - VACATIONS

A. Eligibility

Each worker covered by this Agreement shall be eligible to receive a vacation with pay each year at the end of the Company's fiscal year¹ and completion of at least 600 hours for piece rate workers, and 750 hours for hourly workers in accordance with the following schedule:

<u>Service</u>	<u>Vacation</u>
After one continuous year	One week
After four continuous years	Two weeks

Vacation pay for eligible workers shall be calculated at 2% for one week, 4.5% for two weeks of the earnings of the worker for the twelve (12) month period preceding the eligibility date.

A worker whose employment is terminated will receive pro-rated vacation pay earned in accordance with the sections above.

Vacations must be taken within the year following the year in which earned and may not be accumulated from year to year. Workers may waive their vacation time but shall receive their vacation pay. For workers who desire to waive their vacation time, their vacation pay shall be deemed due and payable in the pay period following the worker's request; provided that said request is made after the worker's anniversary date of employment each year.

¹The Company's fiscal year is July 1 through June 30.

B. Scheduling

Vacations may be scheduled at any time after the anniversary date upon mutual agreement between the worker and the company. If more workers want a particular vacation than can be reasonably spared, the worker with the highest seniority shall have first preference for the vacation period.

C. Extended Vacations

Workers may combine vacation time with a personal leave of absence.

ARTICLE 21 - BEREAVEMENT PAY

- A. To make funeral arrangements and to attend the funeral of a member of the immediate family (father, mother, child, brother, sister, husband and wife), a seniority worker who has worked at least five (5) days during the two (2) weeks immediately preceding the week of the funeral, will be paid what he would have earned had he been working for the Company, not to exceed one (1) day. Additional days of leave may be granted without pay, pursuant to Article 10: LEAVES OF ABSENCE, provided the worker requests such additional time off prior to the termination of his/her original leave of absence.
- B. Non Seniority workers who do not satisfy the eligibility requirements of Section A may be entitled to one (1) day off, without pay, upon proper request to his/her supervisor.
- C. The Company may require a death certificate or other evidence of death upon the workers return.

ARTICLE 22 - HOLIDAYS

A. Observance of Holidays

Commencing with the effective date of this Agreement, the following shall be paid holidays:

New Year's Day
Washington's Birthday
Memorial Day
Thanksgiving Day
Christmas Day

If a holiday falls on a Saturday or Sunday, the following Monday, shall be observed as the holiday.

B. Pay

Holiday pay shall be the daily average pay earned during the payroll week immediately preceding the holiday; provided, however, in the event a worker is eligible for a paid holiday

in accordance with the provisions below did not work during the preceding payroll week, he shall be paid an amount equal to his earning on the day before the holiday.

Holiday pay shall be issued to all workers as specified here - in as soon as possible after the holiday, but in no event later than four (4) weeks after the end of the payroll period in which the worker qualifies for the holiday.

Work on any holiday shall be paid at one and one-half (1 1/2) times the worker's regular rate in addition to holiday pay.

C. Eligibility

To be eligible for a paid holiday not worked, a worker must work the scheduled work days both immediately before and after the holiday. If the next scheduled work day after the holiday is more than five (5) calendar days after the holiday, the requirement for work on the scheduled work day after the holiday shall not apply. A worker who is laid off more than two (2) calendar weeks prior to a paid holiday will not be eligible for holiday pay.

Absences due to satisfactory reasons shall count as days worked for the purpose of qualifying for holiday pay. The Company may require proof of reasons for absence on such days.

Absences due to a short term leave of absence for Union business shall count as days worked for the purpose of qualifying for Holiday pay.

D. Holidays During Vacations

If a worker's vacation period includes one of the holidays set forth above, his vacation period shall be extended to include such holiday, and holiday pay.

ARTICLE 23 - JURY DUTY AND WITNESS PAY

- A. Seniority workers who have worked at least five (5) days during the two weeks preceding the week in which the following events occur shall receive the benefit of this section.
- B. A seniority worker will be paid jury duty or witness pay for testifying or sitting on a jury, in any legal proceeding not between the parties for any days of work missed due to the performance of such service. Jury Duty or witness pay is defined as the difference between the fees received by such worker for performing such service and what he would have received had he been working for the Company for each day of service. To receive pay under this provision the worker must provide the Company with a copy of the notice summoning him to appear and, if requested, documentary evidence of the amount of fees received for performing such service.

- C. Jury Duty or Witness Pay shall not exceed a period of two (2) weeks. If a worker is excused from jury duty or the witness stand before 12:30 P.M., he/she will be expected to report for work for the remainder of that day.

ARTICLE 24 - LIFE, HEALTH AND WELFARE INSURANCE

- A. The Company shall provide a life, health and welfare insurance policy for each eligible employee covered by this Agreement as set forth in Paragraph B hereof. The Company will pay the entire insurance premium for each month in which the employee qualifies for coverage.
- B. The Company shall provide the same level of medical benefits as are found in the Robert F. Kennedy Farmworkers C-36 Medical Plan, including Mexical coverage. Qualification for such benefits shall be as follows:

An employee shall be deemed to have completed all qualifications for insurance coverage when he/she has obtained seniority with the Company, he/she has worked a minimum of sixty (60) hours in the prior month.

- C. Right of employee to pay premium when not employed by Company under this Contract: After termination of employment for the season, the employee may pay his own insurance premium, at the group rate, for a period not to exceed 8 consecutive months. The first payment of premium by the employee must be paid by the 10th day of the first month following termination of employment for the season, unless the premium for that month has been paid by the Employer, in which case the first payment by the employee must be made before the 10th day of the next consecutive month. Thereafter, each payment must be made consecutively before the 10th of the month, provided the Employer is not obligated to pay insurance for that month.

ARTICLE 25 - RECORDS ON PAY PERIODS

Payroll report is to be submitted to the Union monthly covering the four to five payroll periods falling within the reporting month. The report shall be mailed on or before the 15th day of each month. The report shall include the workers names, social security numbers, payroll periods covered, gross wages, total hours worked per worker, total number of workers, and total amount of Union dues deducted during such pay periods from each reported worker. Said reports shall be mailed to the Union's national headquarters at P.O. Box 62, Keene, CA 93521

In the event the Company has no workers in its employ during any monthly payroll period, the company shall so indicate. Such statements will be mailed on or before the 15th day of the following calendar month.

ARTICLE 26 - INCOME TAX WITHHOLDING

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

ARTICLE 27 - CREDIT UNION WITHHOLDING

Upon proper written authorization from a worker to the Company, deductions as provided for in such authorization shall be made by the Company for the Farm Workers Credit Union, and such monies and a summary report shall be forwarded on a monthly basis to that organization at P. O. Box 62, Keene, California 93531.

ARTICLE 28 - SUPPLEMENTAL BENEFIT

The Company shall, beginning with the effective date of this agreement, pay to each worker the sum of \$0.10 per hour for every hour worked during the fiscal year. At the end of the fiscal year the Company shall remit said sums to the employees. The remitting of the supplemental benefit shall occur no later than one week from the employees last payroll period for the season.

ARTICLE 29 - INJURY ON THE JOB

The Company agrees to abide by all applicable state and federal laws regarding its responsibility to workers who are injured while working for the Company.

ARTICLE 30 - BULLETIN BOARDS

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

ARTICLE 31 - SUBCONTRACTING

The parties understand and agree that the hazards of agriculture are such that subcontracting may be necessary and proper to conduct efficient farming operation on a timely basis. Subcontracting may be necessary in areas such as land leveling, custom land work, precision planting, applying agricultural chemicals or pesticides, soil fumigation, combined row cutting and fertilization, and where specialized equipment not owned by the Company is required in order to harvest certain crops capable of being harvested mechanically.

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

- A. Subcontracting is permissible under this Agreement where skilled workers in the bargaining unit do not have the skills to operate and maintain the equipment or perform the work of a specialized nature, or unless otherwise provided herein.
- B. Subcontracting is permissible under this Agreement where the Company does not have the equipment to do the work being subcontracted. When a Company does subcontract pursuant to the terms of this provision, any workers of the subcontractor who actually operate or maintain the equipment shall not be covered by the terms of this Agreement.
- C. Subcontracting is permissible where the operation has been subcontracted in the past.
- D. Subcontracting is permissible where the Company is unable to preform the work on a timely basis with available employees and equipment; provided, however, that the subcontracting does not cause the layoff of bargaining unit employees. All workers engaged by the subcontractor shall have dues deducted by the Company prusuant to Article 2: Union Security.

ARTICLE 32 - GROWER-SHIPPER AGREEMENTS

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

In the event the Company enters into a partnership, joint-venture, or other legal contractual relationship with a grower and/or shipper for the growing, packing, harvesting or selling of a crop, Union agrees not to interfere with or prevent in any manner the growing, packing, harvesting or selling of any of the crops in which the Company may have an interest; provided such partnership, joint venture or other legal contractual relationship was entered into by Company prior to any economic action by Union against any other party to the partnership, joint venture, or other legal contractual relationship, and it is understood the filing of a petition under the Agricultural Labor Relations Act does not constitute interference under this paragraph. In the event the Company enters into one of these contractual relationships, as discussed in this Article, the Company shall notify the Union within ten (10) days of such an arrangement.

However, no business device, financial arrangement, method of business or business transaction of anykind shall be used to circumvent the obligations of this collective bargaining agreement or reduce the amount of work normally performed by workers in the bargaining unit.

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

ARTICLE 33 - PAID SICK LEAVE

It is the understanding of the parties that the Company shall continue to provide paid sick leave benefits up to one week (40 hours) per year to those Pleasant Valley employees who enjoyed such benefits prior to the signing of this agreement.

It is further understood that in order for an employee to qualify for such benefits, said employee must have worked at least 500 hours during the previous year.

ARTICLE 34 - LOCATION OF COMPANY OPERATIONS

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

ARTICLE 35 - SEPARABILITY

The provisions of this agreement are subject to limitations of any applicable State or Federal Law or Local Law, and in the event any portion of such law affects the validity of any portion hereof, that portion of this agreement shall no longer be applicable or legal in accordance with such laws, but such laws will not terminate, invalidate or affect the remainder of the agreement.

ARTICLE 36 - SUCCESSOR

By entering into this agreement the Union does not waive any of its rights to seek whatever legal remedies it wishes, or any of its rights pursuant to this agreement and/or ALRB certification with any successor employer.

ARTICLE 37 - TOOLS AND EQUIPMENT

Tools and Equipment and protective garments necessary to perform the work and/or safeguard the health of, or prevent injuries to, a workers person shall be provided, maintained and paid for by the company.

Workers shall be responsible for returning all such equipment that was checked out to them, but shall not be responsible for breakage or normal wear and tear. Workers may be charged for actual cost of equipment not broken and not returned. Receipts for returned equipment shall be given to the worker by the Company.

The Company may deduct a small, reasonable deposit from the worker's paycheck to ensure the return of Company tools and equipment.

ARTICLE 38 - MODIFICATION

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

ARTICLE 39 - AMENDMENT AND DURATION

A. Automatic Renewals, Terminations and Renegotiations

This Agreement shall be in full force and effect from (date of signing) to and including June 30, 1989. This Agreement shall automatically renew itself upon expiration of this Agreement unless either of the parties shall have given notice in writing to the other party sixty (60) days prior to the expiration, requesting negotiations for a new Agreement, together with thirty (30) days prior written notice to the State Conciliation Service. During this sixty (60) day period all terms and conditions of this contract shall remain in full force and effect.

This Agreement and its provisions may only be amended, modified, changed, altered or waived by a written document executed by a corporate officer of the Company and an officer of the Union's National Executive Board.

The parties further agree that at the beginning of the third year of the contract the wages listed in 'Appendix A' are re-opened for purposes of negotiating a new rate. Additionally, the parties agree to re-open Article 29: Supplemental Benefit and Article 6: No Strike/No Lockout.

UNITED FARM WORKERS
OF AMERICA AFL-CIO

PLEASANT VALLEY
VEGETABLE CO-OP

CESAR CHAVEZ

CHESTER MALONE

BEN MADDOCK

Ned Dunphy
NED DUNPHY

Jose Manuel Rodriguez

APPENDIX A: WAGES

CLASSIFICATION	1st YEAR	2nd YEAR	3rd YEAR
TRACTOR DRIVER "A"	6.70	6.85	RE-OPEN ON ALL WAGES
TRACTOR DRIVER "B"	6.45	6.60	
GENERAL LABOR	5.70	5.85	
BROCCOLI	5.70	5.85	
CAULIFLOWER	5.70	5.85	
HEAD LETTUCE	.80 1/2	.83 1/2	
CABBAGE	.80 1/2	.83 1/2	
ROMAINE (CRATE)	.61 .79	.63 1/2 .81 1/2	
MIXED	.59 1/2	.61 1/2	
ENDIVE/ESCAROLE	.58 1/2	.60 1/2	
CELERY (SLEEVE)	1.17 1.57	1.20 1.60	
SPINACH (LARGE)	.61 .66	.63 1/2 .68 1/2	
KALE	1.05	1.08	
PARSELY	1.05	1.08	
NAPA/BOK CHOY	.85	.90	
CHARD	1.05	1.08	
CAULIFLOWER/BROCCOLI PACKER	6.70	6.85	

FIRST YEAR:	DATE OF SIGNING	JUNE 30, 1987
SECOND YEAR:	July 1, 1987	JUNE 30, 1988
THIRD YEAR:	JULY 1, 1988	JUNE 30, 1989

APPENDIX B JOB CLASSIFICATIONS

- #1 Head Lettuce
Cabbage
Romaine
Mixed
Escarole
Endive
- #2 Celery
- #3 Tractor Drivers
- #4 Parsley
Kale
Chard
Napa
Bok Choy
- #5 Celery Transplant
Broccoli
Cauliflower
- #7 Spinach

LETTER OF UNDERSTANDING

QUALITY OF VEGETABLE HARVEST WORKMANSHIP

- A. The Union and the Employer agree that the quality of vegetables harvested by Pleasant Valley Vegetable Co-Op is of paramount importance to the well-being of the Employer and Union. The reputation of Pleasant Valley Vegetable Co-Op is dependent on the quality of vegetables harvested. The reputation of United Farm Workers is dependent on the quality of workmanship of its members. Upon the signing of the Contract, the Ranch Committee will meet with the harvesting crews and discuss the needs for high quality workmanship standards in the harvest of vegetables. The Union agrees that it will do everything in its power to encourage high quality workmanship standards on the part of its members, and enlist their cooperation with Employers "Quality Control" programs. Ranch committee members will be compensated at their average hourly year-to-date earnings or regular rate of pay for time spent when requested by the Employer to attend meetings or talk with crews during normal working hours.
- B. The Employer agrees that it will establish a program to develop consistent workmanship standards for a high quality pack. These quality standards will be communicated to and adhered to by all field harvesting supervisory groups. The Employer will also communicate such workmanship standards to the Union and all harvesting workers.

Objective information on the quality of Pleasant Valley Vegetable Co-Op vegetable packing and the quality of workmanship of harvesting crews will be maintained by Employer on a current basis. The information will be made available to the Union and to all harvesting workers.

Employer management members including the Manager of Pleasant Valley Vegetable Co-Op will be available upon request to meet with the Ranch Committee and Union Representatives concerning quality problems. Such meetings will be separate and apart from normal grievance meetings.

APPENDIX "C" - NOTICE OF RECALL

PLEASANT VALLEY VEGETABLE CO-OP
3803 Dufau Road
Oxnard, California 93030

TO _____ DATE: _____

Social Security
Number _____

Seniority Date _____

NOTICE OF RECALL

In accordance with the provisions of Article 4 of the Agreement between PLEASANT VALLEY VEGETABLE CO-OP and the UNITED FARM WORKERS OF AMERICA, AFL-CIO, you are hereby given official notice of recall for re-employment at a _____.

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

The exact starting date is subject to change and can be confirmed on or about _____ (date). Please advise the Company of your whereabouts right away on the form below so that we can contact you with the exact starting date. You may also obtain the starting date by telephoning the Company's office on or after _____ (date) at 805/488-3668.

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

Failure to respond to this recall to work will result in your loss of seniority under Article 4, Seniority, of the Contract.

PLEASANT VALLEY VEGETABLE CO-OP

BY: _____
(Signature)

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

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

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

PLEASANT VALLEY VEGETABLE CO-OP
3803 Dufau Road
Oxnard, California 93030

Para Sr./Sra. _____ Fecha _____
_____ Seguro Social _____
_____ Fecha de Senoria _____

NOTICIA DE RELLAMAMIENTO

De acuerdo con las provisiones del Articulo 4 del Convenio Colectivo entre PLEASANT VALLEY VEGETABLE CO-OP y la UNION DE CAMPESINOS, AFL-CIO, Ud. esta oficialmente rellamado por medio de esta carta al empleo como _____.

Anticipamos que el trabajo comenzara _____ (fecha) y planeamos que el trabajo va a durar aproximadamente _____ dias trabajados.

La fecha exacta en que va a comenzar el trabajo puede estar cambiada y puede estar confirmada por la Compania con otra carta aproximadamente _____ (fecha). Por favor avise a la Compania de donde va a estar Ud. en la forma que aparece abajo para que la Compania le puede contractar cuando sabemos la fecha exacta en que comenzara el trabajo. En tal caso de que Ud. no piensa estar en este mismo domicilio, puede informarse de la fecha por medio de llamar a la Compania despues de _____ (fecha) en el numero (805) 488-3668.

No se le olvide a traer su tarjeta de Seguro Social cuando se reporte a trabajar.

Fallar de contestar este rellamamiento a trabajar resultara en perder su senoria bajo Articulo 4 del contrato.

Atentamente,
PLEASANT VALLEY VEGETABLE CO-OP

Por _____
(firma)

Corte la linea perforada y mande la forma completada abajo a la compania en su direccion arriba inmediatamente confirmando su direccion o dando una nueva direccion.

Yo, _____, puedo estar contactado en:
Por cuidado de _____ (si se aplica)
Calle, Numero _____
Telefono _____

PLEASANT VALLEY VEGETABLE CO-OP
3803 Dufau Road
Oxnard, California 93030

Para Sr./Sra. _____ Fecha de Hoy _____

Seguro Social _____

Fecha de Senioría _____

SEGUNDA NOTICIA DE RELLAMAMIENTO

Estimado, _____ :

En (fecha) _____, la Compañia le mando una carta rellamandole a trabajar como (clase de trabajo) _____.

Hasta ahora (esta fecha) la Compañia no ha recibido ninguna respuesta de Ud. bajo Articulo 4, Antigüedad, Sección O del Contrato Colectivo entre PLEASANT VALLEY VEGETABLE CO-OP y la UNION DE CAMPESINOS, AFL-CIO, Ud. ha perdido su antigüedad. Si por alguna razón a Ud. le parece que ha estado cometido un error, favor de ponerse en contacto inmediatamente con la Compañia, antes del (fecha, el trab. tiene 3 dias despues de recibir la carta) _____, y nosotros consideraremos su apelacion.

Atentamente,
PLEASANT VALLEY VEGETABLE CO-OP

Por _____
(firma)

Carta Certificada; Recibo Pedido

PLEASANT VALLEY VEGETABLE CO-OP
3803 Dufau Road
Oxnard, California 93030

TO: _____ Date: _____

Social Security No. _____

Seniority Date _____

SECOND NOTICE OF RECALL

Dear _____,

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

The Company has received no response from you as of this date. Under Article 4, Section O of the Collective Bargaining Agreement between PLEASANT VALLEY VEGETABLE CO-OP and the UNITED FARM WORKERS OF AMERICA, AFL-CIO, you have lost your seniority.

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

Sincerely,
PLEASANT VALLEY VEGETABLE CO-OP

By: _____
(signature)

Return Receipt Requested