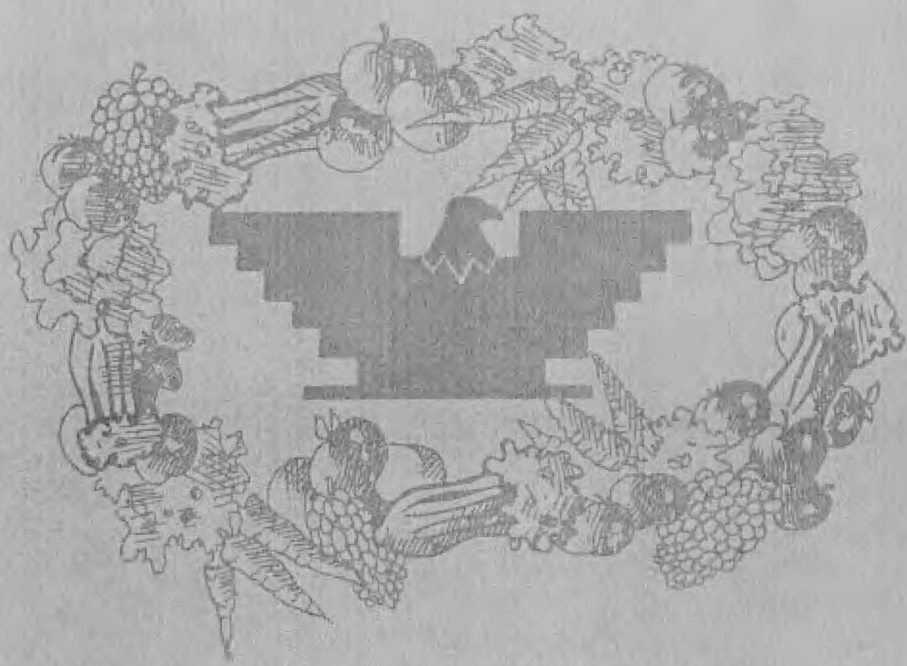


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CONVENIO COLECTIVO  
ENTRE  
SAUCELITO RANCH  
Y  
LA UNION DE CAMPESINOS  
DE AMERICA, AFL-CIO  
1 DE AGOSTO, 1976—31 DE DICIEMBRE, 1979



COLLECTIVE AGREEMENT  
BETWEEN  
SAUCELITO RANCH  
AND  
UNITED FARM WORKERS  
OF AMERICA, AFL-CIO  
AUGUST 1, 1976—DECEMBER 31, 1979

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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SAUCELITO RANCH

AND

UNITED FARM WORKERS OF AMERICA, AFL-CIO

PARTIES

The parties agree as follows:

ARTICLE 1: RECOGNITION

Sec. A. Pursuant to Certification #75-RC-36F by the Agricultural Labor Relations Board, Saucelito Ranch (herein called "Company") does hereby recognize United Farm Workers (herein called "Union") as the sole labor organization representing all Company's agricultural employees (herein called "worker") in the certified bargaining unit. In the event the Agricultural Labor Relations Board certifies other employees not here included within the certified unit, such additional employees shall be included under the terms of this agreement. The term "worker" shall not include office and sales employees, security guards, and supervisory employees (herein called "Supervisors") 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.

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

Sec. 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.

Sec. D. Neither the Company nor its representatives nor persons hired by the Company outside of the bargaining unit will take any action to disparage, denigrate or subvert the Union. Neither the Union nor its representatives will take any action to disparage, denigrate or subvert the Company.

Sec. E. Neither the Company nor its representatives will interfere with the right of any worker to join and assist the Union. The Company will make known to all workers that they will secure no advantage, nor more favorable consideration nor any form of special privilege because of non-participation in Union activities.

## ARTICLE 2: UNION SECURITY

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

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

Sec. C. Company agrees to furnish to Union in writing, within one (1) week after the execution of this Agreement, a list of its workers giving the names, addresses, social security numbers and type of job classification. Union acknowledges that Company has already furnished this information to Union.

Sec. D. Company agrees to deduct from each worker's pay initiation fees, all periodic dues, and assessments as required by Union, upon presentation by the Union of individual authorization signed by workers directing Company to make such deductions. Company shall make such deductions from worker's pay for the payroll period in which it is submitted, provided that it is submitted in advance of the close of the pay period, and periodically thereafter as specified on authorization so long as such authorization is in effect and shall remit monies weekly. Company shall agree to provide duplicate copies of its standard payroll records to the Union on a weekly basis.

Union will furnish the forms to be used for authorization and will notify the Company in writing of dues, assessments and initiation fees within five (5) days of the execution of this Agreement and five (5) days before the effective date of any change.

Sec. E. The Company will advise new workers that it is a condition of their employment that they must become and thereafter remain members in good standing in the Union immediately following five (5) continual days after the beginning of their employment. The Company shall furnish workers membership applications and dues checkoff authorization forms in duplicate, one copy to be given to the Union and one copy to be kept by the Company, as provided by the Union.

Sec. F. Union shall indemnify and hold Company harmless from and against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by Company for the purpose of compliance with any of the provisions of this Article.

#### ARTICLE 2A: NO STRIKE OR LOCKOUT

There shall be no strikes, slowdowns, sitdowns, work stoppages, boycotts or interruptions of work by the Union or the workers during the term of this Agreement.

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

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

#### ARTICLE 3: HIRING

Sec. A: The Union shall operate and maintain a facility or shall designate a person or persons through which the Company shall first secure new or additional workers. The Union will notify Company of the addresses and phone numbers of such facility or persons near the location of the Company.

Sec. B. Company recalls of seniority workers shall be pursuant to Section C of Article 4. Workers returning to work on recall shall check in with the Union steward or other Union representative on the job site to verify that the worker's name is on the seniority list before commencing work.

Sec. C. Whenever Company requires workers to perform any work covered by this Agreement, Company shall, approximately two (2) weeks prior to the date of anticipated need for such workers, notify the facility or

persons of the Union designated in Section A in writing, stating the number of workers needed, the type of work to be performed, the estimated starting date, however, the Company shall give to the Union the exact starting date no later than forty-eight (48) hours prior to the actual date for commencement of the work.

Sec. D. In the event, during the operating seasons in any area of Company operations, new or additional workers are needed to perform work covered by this Agreement, the Company shall notify the Union facility or persons designated in Section A in writing of the number of workers needed, the type of work to be performed, the date the workers are needed, and the approximate duration thereof. The Union shall be given forty-eight (48) hours notice prior to the date the workers are to report for work.

Sec. E. When new or additional workers are requested of the Union, Union shall use its best efforts to furnish the requested number of workers. If the Union does not furnish the requested number of workers on the date requested, the Company shall be free to obtain such workers as are needed and not furnished by the Union, from any other source. If the Company secures workers under the provision of this paragraph, the Company will make available to Union in writing seven (7) days thereafter the name, Social Security number, date hired and job classification of each worker so hired, provided however, that the Union shall be entitled, acting on its own, to ascertain such information from such workers at any time after twenty-four (24) hours following the hiring of such workers, provided, however, that the work is not unduly interrupted.

Sec. F. Whenever the Company requests workers from the Union facility or designated persons for jobs which require skills or experience (such as tractor drivers, irrigators) the Union will refer workers who have the ability to meet the job requirements. Before the Company makes a determination that a referred worker does not meet the job requirements, the supervisor will fully explain the job duties and requirements and give the worker a reasonable time to meet the job requirements.

Sec. G. It is essential that the Union receive advance notice of any layoff, so that workers may have ample time to obtain other employment or apply for unemployment insurance, as the case may be. Accordingly the Company shall notify the Union seven (7) days in advance, or as soon as possible, of any layoff.

Sec. H. The number of workers requested by the Company shall be reasonably related to the amount of work to be performed and to the past practice of the Company, except in an emergency.

#### ARTICLE 4: SENIORITY

Sec. A. After a worker has worked for the Company at least fourteen (14) work days, he shall acquire seniority on the fourteenth (14) day of work retroactive to his date of hire. Whenever a commodity or crop season is less than twenty-eight (28) calendar days, a worker shall acquire seniority provided he works one-half ( $\frac{1}{2}$ ) the number of work days in the season. It is understood that the days prior to acquiring seniority do not establish nor shall be a probationary period. There shall be no layoffs for the purpose of circumventing acquisition of seniority.

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

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

Any worker rehired after loss of seniority as provided above shall establish a new seniority date as provided in Section A above. The Company will provide, on a weekly basis, a list of workers, by name and Social Security number, that lost seniority during the prior week pursuant to this Section.

Sec. C. When filling vacancies, making promotions, demotions, transfers, layoffs, recalls or reclassifications, preference will be given to workers of the greatest seniority providing they have the ability to perform the work. Before the Company makes a determination that a referred worker does not meet the job requirements, the supervisor will fully explain the job duties and requirements and give the worker a reasonable time, but in no event longer than ten (10) days, to meet the job requirements.

Sec. D. Whenever a vacancy occurs in a job classification with a higher rate than general labor, such vacancy shall be posted on the Company's bulletin boards. A copy of such posting shall be provided the Ranch Committee. The postings and job specifications shall be made at least five (5) days before the vacancy is permanently filled. Workers with seniority desiring consideration for the higher rated job will so indicate by signing the postings. Workers may register in advance for jobs in which they have an interest.

Sec. E. The Company, when anticipating the recall of seniority workers, shall notify the worker and the Union, not less than two (2) weeks prior to the estimated starting date of the work and the approximate duration

thereof. The Company shall then notify the worker when to report for work, allowing reasonable time to report. All such notice of recall shall be a joint recall bearing the title of the Company and the Union. There shall be no recall by labor contractors. It is understood that the provisions of Article 3: Hiring , Section B, apply to the recalled worker.

Sec. F. The Company shall notify the Union on a seasonal basis of the recall of seniority workers approximately two (2) weeks prior to reporting for work, and on layoffs of seniority workers within seven (7) calendar days of layoff date. In accordance with this Article by giving the worker's name, Social Security number, seniority date, job or commodity classification and date of recall or layoff.

Sec. G. Beginning with the signing of this Agreement and each three (3) months thereafter, the Company shall provide the Union with an up-to-date seniority list showing the name of each worker, his or her seniority date, Social Security number and job or commodity classification. The Company shall also post a seniority list in conspicuous place for examination by the workers and the Union Ranch Committee. The Union may review the accuracy of the seniority list and present to the Company any errors it may find on such list and corrections mutually agreed to by the Company and Union shall be made and posted.

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

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

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

Anything to the contrary herein contained notwithstanding, the Company and the Union hereby acknowledge that a seniority list has been prepared and agreed to by the Company, the Union and the workers.

#### ARTICLE 5: GRIEVANCE AND ARBITRATION PROCEDURE

Section A. The Company and the Union agree that all disputes which arise between them out of the interpretation or application of this Agreement shall be subject to this Grievance and Arbitration Procedure.

Section B. First Step: Any grievance arising under this Agreement shall be within twenty-four (24) hours taken up between the Company supervisor involved and the Union steward. They shall use their best efforts to resolve the grievance. If the grievance is not resolved in the first Step, it may be referred to the Second Step; however, it must first be reduced to writing setting forth the grievance. Failure to file the grievance in writing within thirty (30) calendar days from the event giving rise to the grievance or the discovery thereof by the moving party shall constitute a waiver of said grievance; a grievance over a discharge shall be filed in writing within five (5) calendar days from the date of discharge and failure to file such a grievance within five (5) calendar days shall constitute a waiver thereof.

Section C. Second Step: Any grievance not resolved in the First Step shall, after being reduced to writing, be discussed in a meeting by a representative of the Union and of the Company within five (5) calendar days of the filing of the written grievance. If the grievance is not satisfactorily resolved in such meeting the party receiving the grievance shall immediately give a written response to the other regarding its position including reasons for denial. The failure of the grieving party to appeal to the Second Step within thirty (30) calendar days shall waive the grievance. A Union representative may, at Union's discretion, fully participate in the grievance meeting.

Section D. Third Step: In the event the grievance is not resolved in the Second Step, the moving party may request that the matter be referred to arbitration, which request shall be made immediately. In accordance with this Article, the parties will make a good faith effort to agree on a permanent arbitrator as soon after the execution of this Agreement as possible, whose duty it shall be to hear and decide upon any grievance as described above. In the event a permanent arbitrator is thus selected, either party may request, upon thirty (30) days written notice to the other party, that the identity of said permanent arbitrator be changed and that a new one be selected. In the event the parties are unable to agree upon a permanent arbitrator, they shall select an arbitrator for each case from a list of five (5) persons submitted to the parties by the California State Mediation and Conciliation Service. Each party shall alternately strike one name from said list (the first strike being determined by a coin toss) and the last name remaining shall be the arbitrator. If said individual is unable or unwilling to serve, the parties shall request a new list of five (5) names from the California State Mediation and Conciliation Service and the process shall be repeated. The arbitrator shall consider and decide the grievance referred to him, and his decision shall be final and binding on the Company, the Union and the employees. The arbitrator shall have no authority to modify, amend, change, alter or waive any provision or provisions of this Agreement. The arbitrator shall also have the authority to revoke or modify any form of discipline and to award back pay

for loss of earnings if he so determines. The arbitrator shall have access to Company or Union property if he deems such to be necessary, providing no interference with the business of either party results.

Section E. Expedited Grievances and Arbitration: Any matter regarding an alleged violation of Article 2, A; No Strike No Lockout, may, at the request of either party, be referred directly to arbitration without going through the initial steps of the grievance procedure. The arbitration hearing in such circumstances may be held no sooner than twenty-four (24) hours after notice has been given to the other party. The arbitrator shall be empowered to adjudicate the dispute immediately and shall have the authority to direct the party violating Article VI to cease and desist immediately. Such order shall be final and binding and effective when given.

The parties also agree that the primary purpose of the grievance procedure is to resolve grievances as speedily as possible and to maintain good relations between the Union, the Company and the workers. It is recognized that there are times and there are certain issues that may arise herein where it is to the best interest of all concerned to have a resolution of the matter more quickly than provided in the above procedure. Accordingly, the parties may agree to waive the initial steps of the grievance procedure and to proceed immediately to an arbitration hearing in the case of any grievance which arises under this Agreement.

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

Section F. 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.

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

Section G. Grievance Committee: A grievance Committee of up to three (3) members may be established by the Union, which Committee may participate in any step of the grievance procedure. The Company agrees to cooperate in making Union Stewards available to grieving workers, and in making the Grievance Committee of the Union available to perform its functions under this Agreement.

Section H. The aggrieved worker shall have the right, without any loss

of pay, to be present at each step of the grievance procedure. The Union and the Company shall cooperate in attempting to schedule grievance procedures during non-working time.

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

Section J. In the event the Company fails or refuses to participate in any Step in Section E, the Union shall have the option to move the grievance to the next Step, or to arbitration. 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 to the Arbitrator in writing immediately for his or her consideration in a formal hearing. Such hearings may be ex-parte, i.e., with only one side present, provided that the other party has been notified of the grievance in writing. The Arbitrator may temporarily delay an ex-parte hearing to permit immediate bona fide efforts to settle an issue without a hearing.

#### ARTICLE 6: RIGHT OF ACCESS TO COMPANY PROPERTY

Sec. A. Duly authorized and designated representatives of the Union shall have the right of access to Company premises covered by this Agreement in connection with the conduct of normal Union affairs in administration of this Agreement, provided that there shall be no unnecessary interference with the conduct of the Company business or the productive activities of the workers.

Sec. B. Before a Union representative contacts any of the workers during working hours pursuant to Section A of this Article, such representative shall notify the Company of his or her presence on the premises and of the duration and number of the proposed contacts.

#### ARTICLE 7: DISCIPLINE AND DISCHARGE

Sec. A. Company shall have the sole right to discipline and discharge workers for just cause, provided that in the exercise of this right it will not act in violation of the Agreement.

No worker shall be disciplined or discharged except for just cause.

Sec. B. Prior to any discharge or suspension, the Company shall notify

the Steward or other Union official and such Union representative shall be present when formal charges are made.

Sec. C. The Steward or other Union representative shall have the right to interview workers in private, Within twenty-four (24) hours after any discharge for just cause, the Union representative will be notified in writing the reasons for such discharge.

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

#### ARTICLE 8: DISCRIMINATION

Neither the Company nor the Union shall discriminate against any worker because of race, age, creed, color, religion, sex, political belief, national origin, language spoken or Union activity.

#### ARTICLE 9: WORKERS SECURITY

Sec. A. Company agrees that any worker may refuse to pass through any picket line established at another Company and provided further that such picket line is sanctioned by the Union.

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

#### ARTICLE 10: LEAVE OF ABSENCE

##### LEAVES OF ABSENCE FOR UNION BUSINESS

Sec. A. Any worker elected or appointed to an office or position in the Union, shall be granted a leave of absence for a period of continuous service with Union upon written request of Union. Notice must be given the Company fifteen (15) days before the worker takes leave to accept such office or position or chooses to return to work providing there is an available position. Such leave of absence shall be without pay. Seniority shall not be broken or suspended by reason of such leave.

Sec. B. A leave of absence without pay shall be granted for temporary leave to conduct Union business provided written notice shall be given by the Union to the Company at least two (2) days prior to commencement

of any such leaves. For leaves of more than one (1) day, the Company shall be required to grant such leave only to such number of workers as shall leave the Company with a labor force at work, adequate to continue its production and/or farming operations.

#### OTHER LEAVES

Sec. C. A leave of absence shall be granted to workers on the seniority list 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 for illness or injury of worker requiring absence from job
3. For valid personal reasons not to exceed sixty (60) days.

All leaves in excess of three (3) days shall be in writing on approved leave of absence forms provided by the Company. Such forms shall be signed by the Company representative, the worker requesting the leave and by the Union steward or other Union representative to signify receipt of the Union's copy. Leave of absence shall be extended by the Company for a valid personal reason, if a request for such an extension is made by the worker in writing to the Company with a copy to the Union prior to the termination of the original leave, provided, however, that a request for an extension may be submitted simultaneously with the request for a leave of absence for valid personal reasons if the worker has special circumstances which require additional time.

Leaves of absence schedules, under this section, where more workers have applied for a leave of absence at the same time than can be spared by the Company, shall be allocated on the basis of seniority with the worker having the highest seniority having first preference for that leave of absence. However, where a worker requests an emergency leave, the Union and the Company may agree to his/her leave in preference to that worker over other workers with higher seniority. Failure to report for work at the end of an approved leave of absence, or accepting employment with another employer during approved leave, shall terminate seniority in accordance with Article 4, Seniority, except in cases of emergency.

#### ARTICLE 11: MAINTENANCE OF STANDARDS

Sec. A. The Company agrees that all conditions of employment relating to wages, hours of work, fringe benefits, and general working conditions shall be maintained at no less than the highest standards in effect at the locations covered by the Agreement at the time of signing. Conditions of employment shall further be improved in accordance with the specific provisions for improvement made elsewhere in the Agreement.

## ARTICLE 12: SUPERVISORS

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

## ARTICLE 13: HEALTH AND SAFETY

Sec. A. The Company and the Union recognize their joint responsibility to protect and conserve human life, water, soil and vegetation. Economic poisons, when used incorrectly in agriculture may be harmful to human life and may disrupt the earth's ecology. To assure continuous development of new imaginative and creative approaches to the protection of farm workers and consumers and to ecology, Company and Union agree to the following:

Sec. B. The Union shall form a Health and Safety Committee ("the Committee") of workers' representatives. The Committee shall participate with the Company in the formulation of rules and practices relating to the use of economic poisons, to the use of garments, materials, tools and equipment to be used in conjunction with economic poisons, and to sanitation practices.

Sec. C. The use of extremely dangerous economic poisons shall be avoided. Economic poisons considered at this time to be extremely dangerous include, but are not limited to, DDT, DDD, DDE 2-4D, 2-4-ST, ALDRIN, DIELDRIN, ENDRIN, PARATHION, MONIOR 4, CHLORDANE, HEPTACHLOR, ETHYL, TEPP PARATHION, OMITE, COMITE, DISOLETAN, SALONE and DIXATHION. Only when the Company and the Committee agree a dangerous economic poison is needed because there is no suitable substitute will such a poison be used.

Sec. D. The Company agrees to notify the Committee as soon as possible prior to the application of any economic poison, and at least seven (7) days prior to application of any organo-phosphate. Such notice shall contain the following information:

1. A plan showing the size and location of fields to be treated and a list of crops, plants or trees being grown.
2. Pesticides and economic poisons to be used, including brand names, plus active ingredients, registration numbers on the labels and manufacturer's batch or lot numbers.
3. Formulas, amounts of applications, methods of applications, and names of personnel who are to make the applications.

4. Dates and times to be applied.
5. Estimated harvest dates.

Sec. E. The Company and the Committee shall review applicable Federal and State laws, recommendations of Federal and State authorities, and recommendations of recognized experts in the field. The Committee shall recommend and the Company shall determine the chemicals to be applied, the time and methods of application, the time periods during which workers will not be permitted to enter treated areas, and safeguards to be used. When organo-phosphates are used, one baseline cholinesterase test shall be given prior to application and one baseline cholinesterase test and additional tests as necessary shall be taken at Company expense on those workers employed and results of such test(s) shall be immediately available to the Committee.

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

Sec. G. The Company agrees to pay for and provide and maintain in a clean and sanitary manner separate toilet facilities for men and women in the field readily accessible to workers. Such facilities may be portable and shall be provided one for every thirty male workers and every thirty (30) female workers or fraction thereof.

Sec. H. The Company agrees to pay for and provide in the field and convenient to workers cool drinking water and individual disposable drinking cups.

Sec. I. The Company agrees to pay for and provide equipment and protective garments necessary to perform work and/or safeguard the health of or to prevent injury to workers. Workers shall return all such equipment checked out to them, but shall not be responsible for normal wear and tear or breakage due to manufacturers' defects. Workers shall be charged actual cost for equipment that is not returned, or that which is broken or damaged by misuse. Receipts for returned equipment shall be given the workers by the Company.

Sec. J. It is understood that final decisions in connection with Health and Safety shall be a management right and within the discretion of the Company. The decisions of the Company with regards to matters of Health and Safety shall be subject to the remedies prescribed by the grievance and arbitration procedures contained herein.

Sec. K. The Company agrees to pay for and provide adequate first aid supplies in clean and sanitary dust-proof containers at each work site.

ARTICLE 14: MECHANIZATION

Both the Company and the Union agree that mechanization which does or may result in the displacement of workers is the subject of collective bargaining and a proper part of this collective bargaining agreement.

ARTICLE 15: UNION LABEL

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

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

Labels

1. Trademark registration
2. Printing Source
3. Number of labels used

Sec. B. The Union Label and Union Seal are and shall remain the sole property of the Union. During the term of this Agreement, the Company shall be entitled to the use of said label and seal. It is agreed that during the term of this Agreement each shipping Package or container harvested and packed by Union members at the Saucelito Ranch and shipped by Company shall bear the Union Label or seal. In this regard Company shall not sell, transfer, or assign its right to use said label or seal except upon written permission of Union. The color, size and placement of the label or seal on particular packages or containers shall be determined by the Company.

Sec. C. Security Clause. In the event of the Company's misuse of the Union Label or seal on packages or units harvested and packed by Non-union workers it is recognized that such misuse will cause damages to the Union. In the event that the Union revokes the Union Label or seal it shall give reasonable notice to the Company and the Company agrees to return forthwith, or if same cannot be returned then, on request of Union, the label or seal shall be completely obliterated on any package, container or unit.

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

ARTICLE 16: NEW OR CHANGED CLASSIFICATION

Sec. A. In the event a new or changed classification within the bargaining unit is instituted by Company, the Company shall set the wage relation to the classification and rates of pay in Appendix "A" and shall give the Union written notice one (1) week before such rate is put into effect. Whether or not the Union decides to challenge the proposed rate, the Company may put the rate into effect after such notice. If the Company and the Union cannot mutually agree upon a rate, the question of an appropriate rate shall be submitted to the grievance procedure of Article 5 including arbitration for determination beginning at the Second Step. Any rate agreed upon or decided by the arbitrator shall be effective from the institution of such new or changed classification. The Company will not modify any present job so as to remove workers from the bargaining unit.

ARTICLE 17: HOURS OF WORK, OVERTIME, AND WAGES

Sec. A. A normal workday shall consist of eight (8) hours per day and the normal work week shall consist of forty-eight (48) hours.

Sec. B. Overtime Pay: Workers whom the Company require to work beyond nine (9) hours during any day, shall be paid at the rate of time and one-half for all hours worked in excess of nine (9) hours in any one day.

Sec. C. All hours worked in excess of fifty (50) hours in a work week shall be paid at the rate of time and one-half.

Sec. D. All hours worked by workers classified as Irrigators shall be paid at a straight time rate.

Sec. E. Night Shift Premium: Night shift pay shall apply to all workers who work a majority of their shift between the hours of 6:00 P.M. and 6:00 A.M. for which night shift, the workers shall be paid a premium of thirty-five (35) cents per hour for all hours worked.

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

Sec. G. Mealtime: Lunch time shall be one-half ( $\frac{1}{2}$ ) hour.

Sec. H. When a worker performs work in a higher rated job in any one day, he or she shall be paid at the higher rate for all the hours worked on such day.

Sec. I. The Company agrees to provide on-the-job training for workers in the bargaining unit to fill expected vacancies in such jobs so workers will

have the opportunity to learn the necessary skills, and when a worker is working as a trainee for a higher rated job, he shall be paid for such training period at a rate to be mutually agreed upon in good faith between the Union, the workers and the Company.

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

#### ARTICLE 18: REPORTING AND STANDBY TIME

Sec. A. A worker who is required to report for work and does report and is furnished no work shall be paid at least four (4) hours at the worker's hourly rate of pay or the worker's average hourly piece rate earnings based on the preceding payroll week.

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

This Section shall not apply where work covered by this Agreement is delayed or cannot be carried out because of rain, frost drop in sugar content, or other causes beyond the control of the Company.

Sec. B. A worker shall be paid for all time he is required to remain on the job at the hourly rate, or the worker's average hourly piece rate earning based on the preceding payroll week.

Sec. C. Any call may be rescinded by notification to employees, or, if the employee is available, to the Union, at least six (6) hours prior to the time scheduled for reporting to work.

#### ARTICLE 19: REST PERIODS

Sec. A. Workers shall have paid rest periods of fifteen (15) minutes each which in so far as practical shall be in the middle of each continuous four (4) hour work period or major portion thereof.

#### ARTICLE 20: VACATIONS

Sec. A. Workers shall be eligible for vacation benefits following the first anniversary of continuous employment and annually thereafter.

Sec. B. An eligible worker will qualify for vacation benefits when the worker has accumulated one thousand (1000) hours of employment beginning with the date of original employment. Should a worker lose seniority, that worker must re-qualify for vacation by again accruing one thousand (1000) hours of work.

Sec. C. Qualified workers shall accumulate pay at the rate of two percent (2%) of their gross Company earnings beginning at the time of qualification, and vacation time of one (1) week for one (1) or more years of continuous employment.

Sec. D. Qualified workers with two (2) or more years of continuous employment shall accumulate pay at the rate of four percent (4%) of their gross Company earnings and vacation time of two (2) weeks.

Sec. E. Qualified workers with seven (7) or more years of continuous employment shall accumulate pay at the rate of six percent (6%) of their gross Company earnings and vacation time of three (3) weeks.

Sec. F. Accrued vacation pay may be drawn by a worker at any time by submitting a written request to the Company. When vacation pay is earned, and the worker will not use vacation time, the worker may elect to be paid such earned vacation pay. The worker shall notify the Company of his election to be paid in lieu of vacation time, using a form supplied by the Company and bearing approval of the Union. The Company shall issue a check to the requesting employee no later than the next appropriate payroll period following receipt of the approved notification.

Sec. G. Vacation pay shall be paid prior to workers' scheduled vacations.

Sec. H. Workers who have qualified for vacation shall be scheduled for the time off that they request, provided the Company consents that such workers can be reasonably spared, workers shall have preference for vacation periods in accordance with their seniority. Vacation time will not accrue for more than a current calendar year and vacation time not used by 31 December of the current year shall be forfeited, but accrued vacation pay will continue to accumulate.

Sec. I. Upon formation of a Vacation Fund, the Company agrees to pay the vacation pay due each worker into such fund.

#### ARTICLE 21: HOLIDAYS

Sec. A. A worker shall receive eight (8) hours of pay at his or her hourly rate of pay for the following holidays:

1. Memorial Day
2. February 12, Lincoln's Birthday
3. Independence Day, July 4
4. Labor Day (effective 1977)

Sec. B. Work on any holiday shall be at time and one half ( $\frac{1}{2}$ ) in addition to holiday pay.

Sec. C. When a holiday falls on Sunday, the following Monday shall be observed as a holiday.

Sec. D. Work on at least five (5) days, and in the case of Labor Day Holiday, the day after Labor Day, during the two (2) weeks preceding the payroll week in which the holiday falls shall establish eligibility for holiday pay: except that duly-elected delegates\* from the Company to the Union convention will be exempt from the requirement that they must work the day after Labor Day to establish eligibility for Labor Day Holiday pay so long as said delegates attend the Union Convention, \* not to exceed six (6).

Sec. E. Other Holiday. The 3rd Sunday in September of each year during the term of this Agreement, shall be designated as "Citizenship Participation Day". All workers on Citizenship Participation Day shall receive eight (8) hours pay at their regular straight time hourly rate. Upon receipt of proper written authorization from the workers, the Company shall deduct from such workers' wages the pay received for Citizenship Participation Day, and the Company shall remit such a sum to the United Farm Workers of America, AFL-CIO, for allocation as designated by the worker. In the event any worker works on Citizenship Participation Day, the Company shall not deduct any pay due him or her for working on such day. Company shall prepare a summary report containing the names of all workers on the Company's payroll for the two week period preceding Citizenship Participation Day and shall list Social Security numbers, total hours worked per worker, hourly rate, a total count of workers, an accounting for all monies deducted pursuant to this section, and designate which workers qualified for Citizenship Participation Day. Such summary report shall be forwarded to the Citizenship Participation Day Committee of the United Farm Workers of America, AFL-CIO, La Paz, Keene, California, 93531, by the twenty-fifth (25th) of the month following the Sunday designated in this Agreement.

Sec. F. 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 "E" above including legal costs.

#### ARTICLE 22: BEREAVEMENT PAY

Sec. A. To make funeral arrangements and to attend the funeral of a

member of the immediate family (father, mother, child, brother, sister, husband or wife, mother-in-law, father-in-law), the worker who has worked for the Company at least five (5) days, including days off on excused absences, during the two (2) weeks preceding the week of the funeral will be paid what he would have earned had he been working for the Company, not to exceed three (3) days. The Company may require a death certificate or other evidence of death.

#### ARTICLE 23: JURY AND WITNESS PAY

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

#### ARTICLE 24: TRAVEL AND OUT OF TOWN ALLOWANCE

Sec. A. The parties recognize that any provision concerning the use of travel and out of town allowance is currently inapplicable to the business of the Company and agree to draft appropriate language for this Article 24 on this matter if it becomes applicable, applying the principles embodied in Article 26 of the Interharvest Agreement of 1976. Unresolved disputes about such language in application of such principles, may be referred to the arbitration procedure in Article 5.

#### ARTICLE 25: RECORDS AND PAY PERIODS

Sec. A. The Company shall keep full and accurate records, including total hours worked, total wages and total deduction. Workers shall receive a copy of the itemized deduction, hourly rates, hours worked and total wages each payday. The daily record of hours worked and production for each worker shall be recorded daily and maintained by the foreman and a copy given to the Union Steward on a weekly basis. At the end of each pay period, the original foreman's record shall be available where workers may review such records at reasonable times provided this does not interfere with Company business.

Sec. B. The Union shall have the right, upon written notice given

to the Company, to examine time sheets, work production, or other records regarding the computation of workers' compensation at reasonable times. The Company reserves the right to have its representative present at all times during such inspection. No records shall be removed by the Union or its representative(s). Any reproduction costs shall be charged to the requesting party.

ARTICLE 26: INCOME TAX WITHHOLDING

Sec. A. The Company shall deduct Federal and State Income tax in accordance with scheduled deductions upon the written request of each worker. The request shall bind the worker for the duration of his employment with the Company, subject to written revocation by the worker of the previous request prior to the start of each new calendar year.

ARTICLE 27: CREDIT UNION WITHHOLDING

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

ARTICLE 28: ROBERT F. KENNEDY FARMWORKERS MEDICAL PLAN

Sec. A. The Company shall, commencing August 1, 1976, contribute to the Robert F. Kennedy Farmworkers Medical Plan 16½ cents per hour for each hour worked for all workers covered by this Agreement. Contributions due shall be computed on the basis of 16½ cents for every hour worked during the preceding monthly payroll period by every worker covered by the Agreement. Contributions due shall be deposited with such bank as designated by the Administrator of the plan. Said deposits shall be made or mailed not later than the 20th day of the month following the ending date of the previous month's payroll period. A summary report containing the date of the payroll period, names of workers, social security numbers, total hours worked by workers, total number of workers and amount of medical plan contributions made shall also be prepared and forwarded not later than the 20th day of the month following the ending date of the previous month's payroll period to Robert F. Kennedy Farmworkers Medical Plan, P.O. Box 92169, Los Angeles, California, 90009, or such other address as designated by the Administrator of the Fund.

ARTICLE 29: JUAN DE LA CRUZ PENSION FUND

Sec. A. The Company shall contribute to the Juan de la Cruz Farmworkers Pension Fund, ten (10) cents per hour for each hour worked (fifteen (15) cents per hour for each hour worked after February, 1978) by all workers covered by this Agreement, commencing August 1, 1976.

Sec. B. The contributions to be made by Company pursuant to this Article shall be deposited into and remain in an interest bearing trust account until such time as a formal pension plan has been developed for farmworkers by Union and the Internal Revenue Service has issued an advance determination that such plan meets the requirements of Part I of Subchapter D of Chapter 1 of the Internal Revenue Code of 1954. Upon receipt of a copy of such advance determination Company shall promptly take all actions required to be performed by it in order to cause such impounded contributions to be transmitted to the plan trustees.

In accordance with Article 31, the monies and a summary report shall be remitted to the Juan De La Cruz Farm Workers Pension Fund, P.O. Box 39122, San Francisco, California, 94139, or such other address as designated by the Administration of the Fund.

ARTICLE 30: MARTIN LUTHER KING FUND

Sec. A. The Company shall, during the term of this Agreement, contribute to the Martin Luther King Fund, five (5) cents per hour for each hour worked by all workers covered by this Agreement, commencing August 1, 1976. Expenditures or investments of contributions shall be solely restricted to those charitable and educational purposes for which federal tax exempt status has been granted to the Fund. The contributions shall not be expended to the detriment of the Company. The Martin Luther King Fund shall obtain and maintain federal tax exemption and all contributions by the Company shall be deductible under the Internal Revenue Code.

In accordance with Article 31, the monies and a summary report shall be remitted to the Martin Luther King Fund, P.O. Box 80762, Los Angeles, California, 90080, or such other address as designated by the Administrator of the Fund.

ARTICLE 31: REPORTING ON PAYROLL DEDUCTIONS AND FRINGE BENEFITS

Sec. A. All contributions due hereunder on fringe benefit plans shall be computed on the preceding weekly payroll period for every worker covered by the Collective Bargaining Agreement. In conjunction there-

with, a weekly summary report will be submitted covering the preceding weekly payroll for which contributions for fringe benefits are due. The weekly summary report shall include the employees' names, social security numbers, total hours worked by workers, total number of workers and amount of contributions.

The Company and the Union agree to attempt to work together to devise weekly reporting forms which will satisfy Union requirements for reporting under this Article 31 and all other accounting requirements under the terms of this Agreement.

#### ARTICLE 32: SHIPPER CONTRACTS

It is recognized by Company and Union that various types of legal entities are used by growers and shippers in the agricultural industry, including partnership, joint venture, and other legal contractual arrangements, in the packing and selling of agricultural crops. Neither the Company nor the Union shall prevent the Company from entering into those legal arrangements by any of the provisions of this Agreement, nor will the Company subvert the Union by entering into these legal arrangements.

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

Anything to the contrary herein contained notwithstanding, Company acknowledges that heretofore the grapes have been packed at Saucelito Ranch by workers covered under this Agreement, and except in the case of weather related emergencies, Company agrees to continue packing said grapes at Saucelito Ranch. In the event of a weather related emergency, Company and Union shall negotiate in good faith where the packing shall occur.

#### ARTICLE 33: BULLETIN BOARDS

Sec. A. 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 34: FAMILY HOUSING

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

#### ARTICLE 35: WAGES

Sec. A. The Wage rates effective for the duration of this Agreement are attached hereto as Appendix "A" and made part of this Agreement.

#### ARTICLE 36: SUBCONTRACTING

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

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

1. Subcontracting is permissible under this Agreement where workers in the bargaining unit covered by this Agreement do not have the skills to operate and maintain the equipment or perform the work of a specialized nature.
2. Subcontracting is permissible under this Agreement where the Company does not have the equipment to do the work being subcontracted. When a Company does subcontract pursuant to the terms of this provision, any workers of the subcontractor who actually operate or maintain the equipment shall not be covered by the terms of this Agreement. However, any workers of the subcontractor, other than those who actually operate or maintain the equipment, who work on the subcontracted job shall be covered by the terms of this Agreement.
3. The Company will notify the Union in advance of any subcontracting. And, in this connection, Union acknowledges that Company has in the past subcontracted equipment and may continue to do so.

ARTICLE 37: LOCATION OF COMPANY OPERATIONS

SEC. A. The exact location of the Company's agricultural operations for use by Union representatives pursuant to Article 6 of this Agreement, Right of Access, is as follows:

Parcel No. 1:

The southeast quarter of Section 12, Township 22 South, Range 26 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, according to the official plat thereof

Memo: In Book 1, page 76 of Licensed Surveys appears the record of a survey which shows the south line of said property to be 40.19 chains and the east line thereof to be 89.74 chains.

Parcel No. 2:

The south half of the north half of Section 2 and the north half of the south half of Section 2, Township 23 south, Range 26 East, Mount Diablo Base and Meridian, in the county of Tulare, State of California, according to the official plat thereof

EXCEPTING THEREFROM the west 40 feet thereof

ALSO EXCEPTING THEREFROM one-half of all oil, gas and/or other minerals in and under the said land, as reserved by Gladys L. Cooper, a widow, in edeed dated April 13, 1951, recorded June 7, 1951 in Book 1524 page 299 of Official Records.

ARTICLE 38: MODIFICATION

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

ARTICLE 39: SAVINGS CLAUSE

Sec. A. In the event any portion of this Agreement is abrogated, or made illegal by an local, state or federal law, only that portion of this Agreement so affected shall be ineffective; in no event shall the ineffectiveness of one portion of this Agreement terminate the remainder of this Agreement.

#### ARTICLE 40: SUCCESSORS CLAUSE

Sec. A. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns. Successors and assigns for the purpose of this Article applies to a sale or other transfer of the business and ownership of the Company.

Sec. B. In the event a farming operation is sold, leased, transferred or conveyed in any manner, becomes part of a receivership or bankruptcy, such operation shall continue to be subject to the terms and conditions of this Agreement, for the term of this Agreement. Company shall give notice of the existence of this Agreement to any purchaser, transferee, leasee, or assignee of the operation covered by this Agreement. The Union shall likewise be advised in writing at the time a contract or transaction described herein is executed.

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

#### ARTICLE 41: COMMON PURPOSES AND MUTUAL PLEDGE

Sec. A. The Company, composed of individuals, and the Union, composed of individuals, by this Agreement, form a Relationship to share in certain common purposes previously defined in this Agreement and also as follows:

1. For each person included in this Agreement to at all times recognize and respect the rights and dignity of each and every other individual.
2. To combine investments, knowledge, and efforts so as to provide worthy and valuable products for our society.
3. To obtain reasonable profits through the best use of such investments, knowledge and efforts and to share these profits as provided by this Agreement.

Sec. B. To these purposes the Company and the Company Personnel bring and contribute invested capital, operating capital and management expertise; and, to these purposes the Union and Workers bring and contribute the labor and skills necessary to cultivate and harvest the products.

Sec. C. Company, Union, and Workers do hereby pledge each to the other to fully honor this Agreement and any extension thereof, to continuously put forth their full and best efforts to obtain the common purposes, to each make to the combined effort their full committed contributions, and to not knowingly take any action whatsoever which could prevent a harmonious Relationship or performance in accordance with this Agreement.

By so pledging, the parties to this Agreement commit themselves each to the other. The parties further agree and pledge that in order to protect and preserve this Agreement and the Relationship all differences, disputes, and claims shall be settled only in accordance with procedure provided by this Agreement.

ARTICLE 42: EFFECTIVE DATE AND DURATION OF AGREEMENT

This Agreement shall be in full force and effect from August 1, 1976 to and including December 11, 1979. This Agreement shall automatically renew itself upon expiration of this Agreement unless either of the parties shall have given notice in writing to the other party sixty (60) days prior to the expiration, requesting negotiations for a new Agreement, together with thirty (30) days prior written notice to the State Conciliation Service. During this sixty (60) day period all terms and conditions of this contract shall remain in full force and effect.

Executed this 9th day of March, 1977

Saucelito Ranch (Company

United Farm Workers of America,  
AFL-CIO

APPENDIX "A"

WAGE RATES

	<u>EFFECTIVE DATES</u>		
	<u>8/1/76-7/31/77</u>	<u>8/1/77-7/31/78</u>	<u>8/1/78-7/31/79</u>
Base Rate, Gen. Labor	\$3.15	\$3.30	\$3.45
Table Grape Pick, Rate	3.15 + .26	3.30 + .26	3.45 + .26
	per box	per box	per box
Plum Rate	3.15 + 5.00	3.30 + 5.00	3.45 + 5.00
	per bin	per bin	per bin
Girdling	.05½	.06	.06½
Leafing	.10 a vine	.11 a vine	.12 a vine
Pruning:			
Emperors	.12	.13	.14
Robiorgs	.12	.13	.14
Calmerias	.12	.13	.14
Almerias	.38	.40	.42
Columbards	.14	.15	.16
Barberas	.09	.10	.11
Trees	1.20	1.30	1.40
Prune Trees	.90	.95	1.00
Wine Grape Harvest:			
Columbards	\$17.00	\$18.00	\$19.00
Barberas	18.	19.	20.

All piece rate workers will be guaranteed basic hourly rate.

Gondolas will be weighed in the field, if possible, and each crew shall be provided with a certified copy of the weight slip for each gondola weighed.

	<u>1976</u>	<u>1977</u>
Irrigator	\$3.30	\$3.45
Tractor Driver	3.45	3.60
Loader	3.30	plus .02 per box
Foreman	3.60	3.80