

File No. A-100-11-1979

A G R E E M E N T

BETWEEN

SUN HARVEST, INC.

AND

UNITED FARM WORKERS OF AMERICA, AFL-CIO

September 4, 1979

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PARTIES

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

ARTICLE 1: RECOGNITION

A. The Company does hereby recognize the Union as the sole labor organization representing all the Company's agricultural employees (hereinafter called "workers") in the unit set forth in the Agricultural Labor Relations Board's certification in the Case No. 75-RC-8-M. In the event the Agricultural Labor Relations Board certifies other employees not here included within the certified unit, such additional employees shall be included under the terms of this Agreement. The term "worker" shall not include office and sales employees, security guards, and supervisory employees who have the authority to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward or discipline other workers, or the responsibility to direct them or adjust their grievances, or effectively recommend such action, if, in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature but requires the use of independent judgment.

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

C. The Company further recognizes the rights and obligations of the Union to negotiate wages, hours and conditions of employment and to administer this Agreement on behalf of covered workers.

D. Neither the Company nor its representatives will take any action to disparage, denigrate or subvert the Union. Neither the Union nor its representatives will take any action to disparage, denigrate or subvert the Company.

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

F. The Company will make known to all workers, supervisors and officers, its policies and commitments as set forth above with respect to recognition of the Union and will encour-

age workers in the bargaining unit to give utmost consideration to supporting and participating in collective bargaining and contract administration functions.

ARTICLE 2: UNION SECURITY

A. Union membership shall be a condition of employment. Each worker shall be required to become a member of 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 the Union in good standing. Union shall be the sole judge of the good standing of its members. Any worker who fails to become a member of 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 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 or suspended upon written notice from the Union to the Company, and shall not be re-employed until written notice from the Union to the Company of the Worker's good standing status.

B. 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.

C. Company agrees to deduct from each worker's pay initiation fees, all periodic dues, and assessments as required by Union, upon presentation by the Union of individual authorization signed by workers, directing Company to make such deductions. Company shall make such deductions from workers' pay for the payroll period in which it is submitted, provided that it is submitted in advance of the close of the pay period, and periodically thereafter as specified on authorization so long as such authorization is in effect and shall remit monies weekly. The Company shall provide a monthly summary report as soon as possible, but not later than the twentieth (20th) day of the month following the ending date of the previous month's pay period containing the names of the workers, social security numbers, payroll periods covered, gross wages, total hours worked per worker, total number of workers and amount of Union dues deducted during such pay periods from each worker. Union will furnish the forms to be used for authorization and will notify the Company in writing of dues, assessments and initiation fees within five (5) days of the execution of this Agreement and five (5) days before the effective date of any change.

D. The Company will advise new workers that it is a condition of their employment that they must become and thereafter remain members in good standing in the Union immediately

following five (5) continual days after the beginning of their employment. The Company shall furnish workers membership applications and dues checkoff authorization forms as provided by the Union.

E. Union shall indemnify and hold 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.

F. In the event that the Company files in bankruptcy or Chapter 11 proceedings, it will notify the Union of such action and shall list the Union as a separate credit or qualified as a priority claim pursuant to the Bankruptcy Act. Notification to any of the Plans or Funds shall not constitute compliance with this Article.

ARTICLE 3: HIRING

A. The Union shall operate and maintain a facility whereby Company may secure new or additional workers. The Union will notify Company of the address and phone number of each facility nearest each operation of the Company and the name of the person in charge of the facility.

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

C. Whenever at the beginning of any operating season in any area of operation of the Company, the Company anticipates the need for new or additional workers to perform any work covered by this Agreement, the Company shall, at least two (2) weeks prior to the date of anticipated need for such workers, notify the facility of the Union designated in Section A in writing, stating the number of workers needed, the type of work to be performed, the estimated starting date of the work and the approximate duration thereof. The Company shall notify the Union promptly of any change in estimated starting date, however, the Company shall give to the Union the exact starting date no later than forty-eight (48) hours prior to the actual date for commencement of the work.

D. In the event, during the operating season in any area of Company operations, new or additional workers are needed to perform work covered by this Agreement, the Company shall notify the Union facility designated in Section A of the number of workers needed, the type of work to be performed, the date the workers are needed, and whether the work is temporary or perma-

ment. The Union shall be given forty-eight (48) hours notice or as far in advance as possible.

E. When workers are requested of the Union, Union shall use its best efforts to furnish the requested number of workers. If the Union does not furnish the requested number of workers on the date requested, the Company shall be free to procure needed workers not furnished by the Union from any other source. If the Company secures workers under the provisions of this paragraph, the Company will make available to Union, in writing, within five (5) days thereafter, the names, social security numbers, date hired and job classifications of all workers so hired, provided however, that the Union shall be entitled, acting on its own, to ascertain such information from such workers at any time after twenty-four (24) hours following the hiring of such workers, provided further, that work is not interrupted. Grievances relating to this paragraph shall be subject to the expedited grievance and arbitration procedure.

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

Discharges shall be subject to the procedures of Article 8 - Discipline and Discharge.

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

H. When laying off seniority workers, the Company shall attempt to give reasonable notice of the estimated layoff date. Workers other than harvesting crew workers shall be given at least twenty-four (24) hours notice prior to a layoff at the end of any season.

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

ARTICLE 4: SENIORITY

A. After a worker has worked for the Company at least fourteen (14) work days within the preceding ninety (90) calen-

dar days, he shall acquire seniority on the fourteenth (14th) day of work retroactive to his date of hire. Whenever a commodity or crop season is less than twenty-eight (28) calendar days, a worker shall acquire seniority provided he works one-half (1/2) the number of 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 not be layoffs for the purpose of circumventing acquisition of seniority.

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

1. Voluntary quitting.
2. Discharge for just cause.
3. When on lay off fails to report within three (3) working days after being called unless satisfactory reasons are given.
4. When the worker fails to report to work at the termination of a leave of absence or vacation without an approved extension as per Article 11 - Leave of Absence of this Agreement.
5. When any worker leaves the bargaining unit to accept a supervisory or other position with the Company outside the bargaining unit.
6. Any worker rehired after loss of seniority as provided above shall establish a new seniority date as provided in Section A above.

C. In layoff of workers for lack of work or at the end of the Company's operating season, the worker with the least seniority shall be laid off first, and in recall of workers from layoff, the workers with the highest seniority shall be recalled in their order of seniority, and the filling of vacancies, new jobs, promotions within the bargaining unit, demotions, shall be on the basis of seniority, provided however, the worker is able to do the work. In such cases, the supervisor will fully explain the job duties and requirements and give the worker a reasonable time to meet the job requirements.

D. Whenever a permanent vacancy occurs in an hourly rated job classification with a rate above the general field and harvesting rate, such vacancy shall be posted on the Company's bulletin board in the area of the vacancy. The posting shall be made at least five (5) days before the vacancy is permanently filled. A copy of the posting will be made available to the Union Ranch Committee. Seniority workers desiring to apply for such positions shall sign the posting. Selection and training for those workers applying for the position shall be as set forth in Paragraph C above.

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

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

F. The Company shall notify the Union within five (5) working days of seniority workers laid off or recalled on a seasonal basis, in accordance with this article by giving the workers name, social security number, seniority date, job or commodity classificaion and date of recall or lay off. Grievances relating to this paragraph shall be subject to the expedited grievance and arbitration procedure.

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

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

I. It is understood that the Company and the Union may agree in writing to make deviations from these seniority provisions regarding applications of seniority. In the event the Union and the Company have agreed to a local seniority provision different from Article 4 of the Contract signed herein, the Union and the Company agree to review and revise if agreed upon said local provision, only, one (1) year after the date of signing this Agreement, if either party so requests.

J. The attached supplement on seniority issues shall serve as the definitive guideline in the administration of seniority during the term of this Agreement.

ARTICLE 5: GRIEVANCE AND ARBITRATION

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

person with respect to any dispute involving this Agreement until the Grievance Procedure has been exhausted. Any claim by the Union that on the job conduct by any non-bargaining unit employee is disrupting working relations may be treated as a grievance provided that such grievance is specified in detail.

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

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

D. FIRST STEP: Any grievance arising under this Agreement shall be immediately taken up between the Company supervisor involved and the Union steward. They shall use their best efforts to resolve the grievance. In the event the grievance is not immediately satisfactorily resolved the grieving party shall reduce the grievance to writing and set forth the nature of the grievance. A grievance regarding a discharge of an employee must be filed in writing within five (5) days of the discharge. All other grievances must be filed in writing within thirty (30) days of the occurrence of the grievance or thirty (30) days of

the discovery thereof. The failure of the grieving party to file a grievance within the time limits specified in this paragraph shall waive the grievance.

STEP TWO: Any grievance not resolved in the First Step shall be discussed in a meeting between the Grievance Committee and the Company representative delegated to resolve such matters not later than ten (10) calendar days of the filing of the grievance. If the grievance is not satisfactorily resolved in such meeting, the party receiving the grievance shall give a written response to the other regarding its position including reasons for denial within ten (10) work days from the the close of the Step Two meeting. If the party receiving the grievance fails to respond within said ten (10) work days such party shall be considered to have withdrawn its objection to the grievance and the grievance shall be granted in the grieving party's favor. A Union representative may fully participate in the grievance meeting.

STEP THREE: If the grieving party is not satisfied with the written response, it must file a written notice to the other party within sixty (60) calendar days of the receipt of such written response. Failure to file within said time period shall waive the grievance. If timely written notice of appeal is given, the matter shall be referred to arbitration. The arbitrator shall consider and decide the grievance referred to him.

In cases where more than one grievance is referred to arbitration in an area the arbitrator may hold consecutive hearings to expedite hearings. The arbitrator shall not have the authority or jurisdiction to modify, add to, or detract from, or alter any provision of this Agreement. Within that limitation among other things he shall have authority to award back pay for any loss of earnings from the Company including the right to revoke any form of discipline including discharge. He shall also have the authority to apply the Agreement and order compliance by all parties within the terms of the Agreement.

The arbitrator in his discretion may render a bench decision, or may allow briefs, but in any event shall issue a decision in writing to the parties within fifteen (15) days after the date of the close of the hearing sessions.

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

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

SELECTION OF THE ARBITRATOR: The parties will make a good faith effort to agree on a list of arbitrators for each of the the areas listed below. In the event they are unable to agree,

and not later than one week (unless there is mutual agreement to extend this time period) after the execution of this Agreement and each six (6) months thereafter, if requested by either the Company or the Union, a panel of eleven (11) arbitrators shall be requested from either the American Arbitration Association or the Federal Mediation and Conciliation Service. One panel shall be requested for the Salinas area, one panel for the Ventura and Santa Barbara area, and one panel for the Imperial Valley. Upon the request of either party additional lists of arbitrators shall be requested for the other geographical areas.

After receipt of the lists, the parties shall meet to select arbitrators for each area. If the parties cannot agree upon the selection of arbitrators then they shall turn to the lists of arbitrators received under procedures of the above paragraph. The person to strike first shall be selected by a coin toss. That party shall strike the first name from each list. The name remaining after each party has struck five shall be the person designated as arbitrator for each area. However, every six (6) months, either party may request a new list of arbitrators for any area and require a new meeting as discussed in this paragraph to select a new arbitrator.

E. Expedited Grievance and Arbitration. The parties agree that the primary purpose of the grievance procedure is to

resolve grievances as speedily as possible and to maintain good relations between the Union, the Company, and the workers.

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

Accordingly, it is agreed that grievances specified elsewhere in this Agreement as subject to the expedited Grievance and Arbitration Procedure may at the request of the grieving party and with written notice to the other party be expedited to arbitration.

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

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

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

ARTICLE 6: NO STRIKE CLAUSE

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

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

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

ARTICLE 7: RIGHT OF ACCESS TO COMPANY PROPERTY

A. Duly authorized and designated representatives of the Union shall have right of access to Company premises in connection with conduct of normal union affairs in administration of this Agreement. In the exercise of the foregoing, there shall be no unnecessary interference with the productive activities of the workers.

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

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

ARTICLE 8: DISCIPLINE AND DISCHARGE

A. The first five (5) work days of employment for a new non-seniority employee shall be considered as a probationary period. The Company may discharge such a new employee during this five (5) work day period for poor work performance or any other non-discriminatory reason and such employee shall not have recourse to the grievance and arbitration procedure in order to dispute the discharge.

B. The Company shall have the sole right to discipline and discharge workers for just cause, providing that in the exercise of this right it will not act in violation of the Agreement. No worker shall be disciplined or discharged except for just cause.

C. Prior to any discharge or suspension, the Company shall notify the steward or other union official and such union representative shall have the right to be present when formal charges are made, if they so desire. Provided, however, if a situation occurs in a remote area, wherein the Company deems it necessary to take action and no steward or Union representative is available, the Company may take action and must give written notice within the time limit in Paragraph D below.

D. The steward or other Union representative shall have the right to interview workers in private.

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

E. Individual performance in relation to piece rate, or incentive plan, shall not be conclusive evidence for the purpose of disciplining or discharging a worker. This provision shall not, however, constitute any limitation on any of the Company's

rights to discharge or discipline for unsatisfactory work performance.

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

ARTICLE 9: DISCRIMINATION

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

ARTICLE 10: WORKER SECURITY

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

B. No worker shall be required to perform work that normally would have been performed by workers of another company who are engaged in a strike sanctioned by the Union.

C. The provisions of this Article are not limitations in any way on the rights of the Company as set forth in Article

38, Grower-Shipper Contracts. The provisions of Article 14 F, Health and Safety, also apply

ARTICLE 11: LEAVES OF ABSENCE

A. Any worker elected or appointed to an office or position in the Union shall be granted a leave of absence for a period of continuous service with the Union upon written request of the Union. Ten (10) days notice must be given the Company before the worker takes leave to accept such office or position or chooses to return to work. Such leave of absence shall be without pay. Seniority shall not be broken or suspended by reason of such leave.

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

1. Written notice shall be given by the Union to the Company at least two (2) days prior to commencement of any such leave;
2. Such leaves of absence shall only be granted to a maximum of ten percent (10%) of the workers in each harvesting and/or thin and hoe crew, and a maximum of ten percent (10%) of the workers in each other job classification.

3. This section shall only apply to Companies whose harvesting operations exceed sixty (60) work-days in a calendar year;
4. This section shall not apply to operations during critical periods such as the first and last week of harvest, if it would harm operations.

C. A leave of absence without pay shall also be granted to workers by the Company upon workers applying to and being confirmed by the Company for any of the following reasons without loss of seniority.

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

3. Up to two (2) years of illness or injury requiring absence from the job. The Company may require substantiation by medical certificate or other adequate proof of illness.
4. Up to one (1) year for the purpose of further training or education; provided that the Company may require proof of enrollment in a training or education program. This paragraph is intended for the use of a worker to avail himself of a training or education program and not for the use of a student to complete his secondary or college level education.
5. Up to one (1) year for maternal responsibilities including both the pre-natal and post-natal periods. The commencement of such a maternity leave will be at the discretion of the requesting worker, provided that the procedures in this Article for requesting a leave of absence are followed.
6. For valid personal reasons, not to exceed sixty (60) days.

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.

D. All leaves of absence shall be in writing on approved leave of absence forms provided by the Company except in cases of emergencies. Such forms shall be signed by the Company representative, the worker requesting the leave, and 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 leave of absence for valid personal reasons, if the worker has special circumstances which require additional time.

E. Failure to report for work at the end of an approved leave of absence or accepting employment with another employer during an approved leave of absence shall terminate seniority in accordance with Article 4, Seniority.

ARTICLE 12: MAINTENANCE OF STANDARDS

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

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

ARTICLE 13: SUPERVISORS

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

normally perform.

ARTICLE 14: HEALTH AND SAFETY

A. The Company and Union are interested in the health and safety of workers 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 such so as not to cause injury to workers. Therefore, the Company shall maintain in its area office(s) and shall have available to its supervisors the following information, and shall make such information available to the Union upon request:

1. Location of field treated with injurious materials;
2. Name of material used by brand name and chemical name and registration number;
3. Date and time material was applied and its formulation;
4. Amount of material applied and its formulation and concentration;
5. Method of application;
6. Applicator's name and address, if any, and

7. Safe re-entry date and time after application.

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

C. When an agricultural chemical is to be applied, the Company shall advise all workers working in the immediate area prior to the application. Re-entry into treated fields shall be in accordance with label requirements. Workers shall be advised of applicable re-entry periods. No worker shall be required to re-enter a field during the prohibited period, nor shall the worker refuse to re-enter thereafter. Nothing in this paragraph shall infringe upon the right of a worker under Paragraph D and F below.

D. Any worker who is working in the immediate area where agricultural chemicals have been recently applied, and has reason to believe that his health has been adversely affected by any agricultural chemicals shall be immediately transported, at the worker's request, to the nearest medical facility for testing and treatment as determined by a doctor.

E. Upon the request of the Union, a Health and Safety Committee shall be formed, which shall consist of not more than

three (3) members from the Union and three (3) members from the Company. The Committee shall meet at the request of either party at such times and places as are mutually acceptable. The Committee may discuss, exchange information and make recommendations to the Company and the Union on health and safety issues which affect the workers. The Company shall make the final determination concerning any recommendation of the Committee.

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

G. 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 in a clean and sanitary manner. Doors on portable toilets shall have latches. Handwashing facilities, soap and paper towels shall be provided. The Company and Union shall agree on designated locations for toilet facilities for use by steady workers.

H. Each place where there is work being performed shall be provided with suitable, cool, potable drinking water convenient to workers. Water shall be provided in cool cans or equivalent containers. Individual paper drinking cups shall be provided. Ice and salt tablets shall be provided by the Company during the summer. Companies operating in the Imperial Valley and Tacna shall provide triple A or other label of water to meet

this "potable" standard.

I. Tools and equipment and protective garments necessary to perform the work and/or to safeguard the health of or to 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 shall be charged actual cost for equipment that is not broken and not returned. Receipts for returned equipment shall be given to the worker by the Company.

J. Adequate first aid supplies shall be provided and kept in a clean and sanitary dust proof container. Each crew bus shall be equipped with a first aid kit. Each harvesting crew shall have access to a first aid kit. Each tractor driver who requests one shall be provided with a first aid kit.

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

L. Any worker who becomes sick during working hours and

requests transportation to the nearest doctor's office or medical facility shall be provided with transportation.

M. All Company vehicles used by workers shall be maintained and operated in safe condition at all times. The Company shall provide a form for the reporting of necessary equipment repairs. The Union steward shall submit one copy of the repair notification to the foreman and retain one copy. Any equipment that needs repairs, which is reported to the Company supervisor shall be repaired.

N. All crew buses shall be swept out daily.

O. All stitchers, haul trucks, wrap machines, tomato harvesters and celery transplant machines shall be equipped with back-up warning devices and exhaust devices and protective cages installed so as to not cause injury to workers. All motorized equipment shall be attended to by the operator at all times when moving.

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

ARTICLE 15: MECHANIZATION

A. In the event the Company anticipates the introduction

of mechanical equipment new to the Company which will displace persons employed by the Company within the bargaining unit, the Company shall:

1. Give the Union at least six (6) months notice of the kind of equipment to be introduced, the operations on which it will be used, the approximate number of workers who will be displaced by the new equipment, and all other information which is necessary for the Union to negotiate intelligently and responsibly with respect to the introduction of the new equipment;
2. Give workers displaced by the introduction of the equipment first preference for jobs operating and working in connection with the new equipment in accordance with Article 4, Seniority;
3. Pay all training costs required for workers to learn to operate and work in connection with the new equipment, provided that the worker learns how to operate or work in connection with the new equipment competently within a reasonable period of time;
4. Make every effort to place workers displaced as a result of the introduction of the new equipment in other bargaining unit jobs with the Company, provided such workers are qualified and able to perform the work; and

5. Give workers who are terminated as a result of the introduction of the new equipment preference for rehire.

B. The Company shall, in addition to its obligations under Paragraph A, above, upon request, bargain with the Union with respect to the introduction of the new equipment. If the parties cannot agree on the introduction of such equipment at the end of the six (6) months period, the parties shall submit the dispute to arbitration in accordance with Article 5, Grievance and Arbitration Procedure. The arbitrator shall have the authority to decide all issues relating to displacement of workers as a result of the introduction of the new kind of equipment.

C. Nothing in this Article shall restrict the Company's right to change the crops it grows or markets, to change its farming practices, or to enter into arrangements under Article 38, Grower-Shipper Contracts.

D. Experimentation with new equipment is not introduction as described in this Article; provided all workers needed are members of the bargaining unit and no seniority workers are displaced.

ARTICLE 16: MANAGEMENT RIGHTS

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

ARTICLE 17: UNION LABEL

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

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

Labels

1. Trademark registration;
2. Printing source;

3. Number of labels used.

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

C. Security Clause. In the event of the Company's misuse of the Union label or seal on packages or units harvested and packed by non-union workers, it is recognized that such misuse will cause damages to the Union. In the event that the Union revokes the Union label or seal, it shall give reasonable notice to the Company and the Company agrees to return same 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.

D. Following of industry practice with respect to exchange of sizes, mixed cars, private labels or purchase of

produce to fill out an order shall not be considered "misuse" of the Union label or seal or a violation of any provision of this Agreement.

ARTICLE 18: NEW OR CHANGED OPERATIONS

In the event a new or changed operation or new or changed classification is installed by the Company, the Company shall set the wage or piece rate in relation to the classifications and rates of pay in Appendix "A" and shall notify the Union before such rate is put into effect. Whether or not the Union has agreed to the proposed rate, the Company may put the rate into effect after such notice. In the event such rate cannot be agreed upon mutually between the Union and the Company, the same shall be submitted to the grievance procedure including arbitration for determination beginning at the Second Step. Any rate agreed upon or as determined by the arbitrator shall be effective from the installation of such new or changed operation.

ARTICLE 19: HOURS OF WORK AND OVERTIME

A. Daily Overtime

1. Tractor drivers and machine operators shall be paid one and one-half (1-1/2) times their regular rate of pay for all work performed after ten (10)

hours in any one day.

2. All hourly paid workers, except tractor drivers and irrigators, and all piece-rate workers, shall be paid one and one-half (1-1/2) times their regular rate of pay for all work performed after eight (8) hours in any one day.
3. The Company shall continue its past practices with regard to hours of work for irrigators in each area of operations. There shall be no daily or Saturday overtime for irrigators.

B. Saturday Overtime

1. Tractor drivers and machine operators shall be paid one and one-half (1-1/2) times their regular rate of pay for all work performed after eight (8) hours on Saturday.
2. All hourly paid workers, except tractor drivers and irrigators, shall be paid one and one-half (1-1/2) times their regular rate of pay for all work performed after five (5) hours on Saturday.
3. All piece-rate workers shall be paid one and one-half (1-1/2) times their regular rate of pay for all work performed after four (4) hours on Saturday; provided, however, that the Company shall continue its past practices with respect to Saturday work for celery and lettuce ground crews.

C. Sunday Overtime

1. All workers shall be paid one and one-half (1-1/2) times their regular rate of pay for all work performed on Sunday; provided, however, that irrigators and irrigator sub-foremen working on twenty-four (24) hour shifts in the Imperial Valley and Tacna areas shall be paid their regular rate of pay for all work performed on Sunday.

D. All overtime shall be performed on a voluntary basis and scheduled overtime shall be offered on the basis of highest seniority within the classification required to work overtime or on the basis of the established rotation systems for irrigators in the Imperial Valley and Tacna areas. If there are no volunteers for the overtime work, the obligation to work the overtime shall fall to the highest seniority workers or to the workers next in line in the established rotation system.

E. To compute overtime on a piece-rate or incentive basis, the number of units subject to overtime shall be determined by averaging the units for the total hours worked by the worker that day. Overtime pay for loaders shall be equal to one and one-half (1-1/2) times his regular rate of pay for the same number of boxes for which the crew is paid overtime pay in accordance with this Article.

F. Tractor drivers and machine operators who work in harvesting or transplanting operations shall be paid overtime on the same basis as the hourly or piece-rate workers in the crews in which they are working.

G. When a worker performs work at a higher rated job than his classification, he shall be paid at the higher rate. When a worker performs work at a lower rated job than his classification, he shall be paid at the rate of his classification. This paragraph shall not apply to the practice of rotation on lettuce wrap machines.

H. When a worker is working as a trainee for qualification for a higher rated job, he shall be paid at his or her old classification rate of pay for a period not to exceed fifteen (15) work days.

I. Meal time breaks shall be one-half (1/2) hour and not compensated for nor counted as hours worked under the provisions of this Agreement, except where meal breaks are currently longer and/or compensated, they shall be continued. Company shall not use the meal time breaks for the purpose of moving the workers to another job site, or any other related work activity.

J. A night-shift premium shall be paid to tractor operators who work a majority of their shift between the hours of

6:00 p.m. and 6:00 a.m. at the rate of fifty cents (\$.50) per hour for all hours worked.

K. The Company agrees to rotate after-hours work between irrigators and irrigator sub-foremen during heavy periods of irrigation, provided the workers are capable of performing the work. The Company shall pay such after-hours irrigators all time on the job until the last pump is turned off.

L. Normal Hours

The following shall be considered the normal work schedule for each of the specified classifications of work. It is understood that these norms do not constitute a daily guarantee but define the normal hours of work when work is available and conditions permit. The number of workers employed to perform the job shall be directly related to the work demand. The number may vary due to conditions affecting the job to be performed; however, the Company shall make every effort to provide the normal work schedule as provided below. The Company shall not increase the size of the work force nor shall the Company schedule or assign work in such a way that available hours of work are reduced.

<u>Classification</u>	<u>Days</u>	<u>Hours</u>
General labor, thin and hoe, transplant, hourly harvest	Mon-Fri Sat	Eight (8) Five (5)
Tractor Drivers	Mon-Fri Sat	Ten (10) Eight (8)

Piece-Rate Classifications	Mon-Fri Sat	Eight (8) Four (4), with past practice applicable for lettuce and celery crews.
Irrigators	Mon-Sat	Past practice in each area.

ARTICLE 20: REPORTING AND STANDBY TIME

A. A worker who is required to report for work and does report and is furnished no work shall be paid at least four (4) hours at the worker's hourly rate of pay or the worker's average hourly piece rate earnings based on the preceding payroll period. If less than four (4) hours of work is provided, hourly workers shall be paid four (4) hours at their hourly rate of pay, and piece-rate workers shall be paid the piece-rate earned during the time worked and their average hourly piece-rate wage based on the preceding payroll period for the remaining time up to four (4) hours that day.

However, in the event that no work or less than four (4) hours of work are provided because of rain, frost, government condemnation of crop, or other causes beyond the control of the Company, Section A, Paragraph 1 of this Article shall not apply; provided, however, that the Company agrees to continue its past practice with respect to condemnation of fields.

B. Workers shall be informed before leaving work of the reporting time and place for the following day to the extent possible. The Company shall set the reporting time as close as possible to the estimated starting time, taking into consideration available weather reports for the following day. If a worker who reports at such specified time is asked to report back the same day at another time and no work is provided or less than four (4) hours of work is provided, the pay guarantee described in "A" above shall apply and the exception described therein shall not apply. Any call may be rescinded by notification to workers at least six (6) hours prior to the time scheduled for reporting to work.

C. Hourly workers shall be paid at their regular hourly rate of pay and piece-rate workers at the general labor rate for all time when the Company gives orders to standby at the pick-up point or in the field prior to commencing work; provided, however, workers shall not be paid for the first half (1/2) hour when the Company gives orders to standby in the field prior to commencing work due to frost. If work is delayed due to breakdown or delay in arrival of Company transportation, all workers shall be compensated at the general labor rate for the period so delayed.

D. Hourly workers shall be paid at their regular hourly rate for all time they are required to remain on the job.

in "B" below in the prior calendar year. Vacation pay shall be computed on the basis of the appropriate percent of the worker's gross earnings from the Company in the calendar year prior to the payment of the vacation benefit. Calendar year in this paragraph means January 1 through December 31.

B. A worker who has worked seven hundred (700) hours in the prior calendar year with the Company will qualify for an amount equal to two percent (2%) of his total gross earnings as vacation pay and one (1) week of vacation time off.

A worker who has worked seven hundred (700) hours in the prior calendar year, who has four (4) or more years seniority with the Company will qualify for an amount equal to four percent (4%) of his total gross earnings as vacation pay and two (2) weeks of vacation time off.

C. Workers may waive vacation periods but shall receive their vacation pay in addition to their earnings for such period. For workers who desire to waive their vacation period, vacation pay shall be deemed due and payable at any time such pay is requested after January 1st of each year, provided, however, that the vacation check will be prepared as quickly as possible, but in no event more than six (6) weeks after requested by the worker. Vacation pay shall be paid by separate check and regular deductions shall be made and reported.

D. Any worker who quits or is terminated shall receive his appropriate vacation benefit allowance in accordance with the above Paragraph B.

E. If a worker's vacation period includes one of the holidays set forth in Article 24, his vacation period shall be extended to include such holiday, and holiday pay.

F. Vacation schedules shall be mutually agreed upon. If, in the judgment of the Company, more workers want a particular vacation period than can be reasonably spared, the worker with the highest seniority shall have first preference for the vacation period.

ARTICLE 23: BEREAVEMENT PAY

To make funeral arrangements and to attend the funeral of a member of the immediate family (father, mother, child, brother, sister, husband or wife, mother-in-law, father-in-law, grandfather, or grandmother), a worker will be paid what he would have earned had he been working for the Company, not to exceed three (3) days. However, in cases where the funeral requires travel of more than three hundred (300) miles one way, an additional one (1) day leave with pay shall be granted. The Company may require a death certificate or other evidence of death.

ARTICLE 24: HOLIDAYS

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

1. New Year's Day
2. February 10
3. Labor Day
4. Thanksgiving Day
5. Christmas Day

Effective in 1981, Independence Day (July 4th) shall be added as a paid holiday.

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

C. To be eligible for a paid holiday not worked, a worker must work the scheduled workdays both immediately before and after the holiday. If the next scheduled workday after the holiday is more than five (5) calendar days after the holiday, the requirement for work on the scheduled work day after the holiday shall not apply.

D. 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.

E. Holiday pay shall be issued to all workers as specified herein 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.

F. "Citizenship Participation Day" shall be designated as the first Sunday of June. All workers on "Citizenship Participation Day" shall receive holiday pay in accordance with Section A above.

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

In the event any worker works on "Citizenship Participation Day", the Company shall not deduct any pay due him or her for working on that day.

G. In the event that the Company files in bankruptcy or Chapter 11 proceedings, it will notify the Citizenship Participation Committee of such action and shall list the Citizenship Participation Committee as a separate creditor qualified as a priority claim pursuant to the Bankruptcy Act. Notification to the Union or any of the other Plans or Funds shall not constitute compliance with this Article.

ARTICLE 25: JURY DUTY AND WITNESS PAY

Workers who have worked at least five (5) days during the two (2) weeks preceding the week in which the following events occur shall receive the benefit of this section. A worker will be paid jury duty or witness pay for testifying in any legal proceeding not between the parties for any days of work missed due to the performance of such service. Jury duty or witness pay is defined as the difference between the fees received by such worker for performing such service and what he would have received had he been working for the Company for each day of service. To receive pay under this provision, the worker must provide Company with a copy or notice summoning him to appear and if, so requested, documentary evidence of the amount of fees received for performing such service.

ARTICLE 26: TRAVEL ALLOWANCE

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

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

65-89 road miles - 1 hour each way

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

120 and over - 2 hours each way

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

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

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

E. Buses will be kept clean, safe, comfortable and in good traveling condition. Buses will have an adequate place where workers can place their food and other items.

F. Workers should be transported as close to the work site as possible.

G. The Company shall provide transportation to and from the job to celery ground crews in Salinas and Oxnard, to wrap machine loaders from a pick-up point in San Luis to the Imperial

Valley, and to irrigators and tractor drivers in the Tacna operation from a pick-up point in San Luis. The pay provisions of this article and supplemental agreements shall not apply to Tacna irrigators and tractor drivers who are provided transportation from San Luis.

H. All workers shall be compensated for all time spent changing fields during the work day; hourly workers shall be paid at their regular rate of pay, and piece-rate workers at the general labor rate of pay.

ARTICLE 27: RECORDS AND PAY PERIODS

A. Company shall keep full and accurate records, including total hours worked, piece rate or incentive rate records, total wages and total deductions. Workers shall be furnished a copy of the itemized deductions, hourly rates, hours worked, cumulative hours worked to date, wages earned; and cumulative wages earned to date each payday which shall include the worker piece rate production records. The daily record of piece rate production for crews paid on a crew basis shall be given to the appropriate steward, upon request.

B. Union shall have the right, upon reasonable notice given to the Company, to examine time sheets, discipline records, work production, or other records that pertain to workers' com-

pensation.

ARTICLE 28: INCOME TAX WITHHOLDING

The Company shall deduct Federal and State Income Tax in accordance with standard practices with scheduled deductions for workers agreeing in writing to such withholding. Such agreement shall be binding upon the worker during his employment with the Company for the balance of the calendar year and each calendar year thereafter, subject to his written revocation of his agreement prior to the start of each new calendar year.

ARTICLE 29: CREDIT UNION WITHHOLDING

Upon proper written authorization from a worker to the Company deductions, as provided for in such authorization, shall be made by the Company for the Farm Workers Credit Union, and such money and reports shall be forwarded on a monthly basis to that organization at Post Office Box 62, Keene, California 93531, or such other address as designated by the administrator of the Credit Union.

ARTICLE 30: ROBERT F. KENNEDY FARMWORKERS MEDICAL PLAN

A. The Company shall, commencing September 4, 1979, contribute to the Robert F. Kennedy Farmworkers Medical Plan \$.34

per hour; commencing July 15, 1980, contribute \$.36 per hour; and commencing July 15, 1981, contribute \$.38 per hour for each hour worked by each worker; provided, however, that the Company shall make a guaranteed eight (8) hour contribution per day for each piece-rate worker who completes his scheduled day of work.

B. In accordance with Article 33, the monies and a summary report shall be remitted to the Plan at such address as designated by the Administrator of the Plan.

C. In the event that the Company files in bankruptcy or Chapter 11 proceedings, it will notify the Plan of such action and shall list the Plan as a separate creditor qualified as a priority claim pursuant to the Bankruptcy Act. Notification to the Union or any of the other Plans or Funds shall not constitute compliance with this Article.

D. Union will provide the Company with the schedule of benefits provided for the workers at all locations. In or about July of each year, the Union shall provide the Company with copies of the following: (1) Actual Summary Plan description; (2) Annual Summary Report; (3) Notice of benefit changes. Furthermore, the Union will provide the Company with copies of all claims experience studies prepared for the Plan's trustees by its consultant, the Western Benefits Plan Consultants, Inc.

ARTICLE 31: JUAN DE LA CRUZ FARMWORKERS PENSION FUND

A. The Company shall, commencing September 4, 1979, contribute \$.18 per hour; commencing July 15, 1980, contribute \$.19 per hour; and commencing July 15, 1981, contribute \$.20 per hour for each hour worked by each worker to the Juan de la Cruz Farmworkers Pension Fund.

B. Contributions to be made by the 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 1, Subchapter D of Chapter 1 of the Internal Revenue Code of 1954. Upon receipt of a copy of such 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.

C. In accordance with Article 33, the monies and a summary report shall be remitted to the Plan at such address as designated by the Administrator of the Plan.

D. In the event that the Company files in bankruptcy or Chapter 11 proceedings, it will notify the Fund of such action and will list the Fund as a separate creditor qualified as a

priority claim pursuant to the Bankruptcy Act. Notification to the Union or any of the other Plans or Funds shall not constitute compliance with this Article.

E. In or about July of each year, Union will provide Company with the Summary Annual Report and Summary of Plan Benefits reflecting changes in the benefits as required by ERISA.

ARTICLE 32: MARTIN LUTHER KING JR. FARMWORKERS FUND

A. The Company shall, during the term of this Agreement, contribute to the Martin Luther King Jr. Farmworkers Fund six cents (.06) per hour for each hour worked by all workers covered by this Agreement, commencing September 4, 1979. Expenditures or investments of contributions shall be solely restricted to those charitable and educational purposes for which federal tax exempt status has been granted to the Fund. The contributions shall not be expended to the detriment of the Company. The Martin Luther King Jr. Farmworkers Fund shall obtain and maintain federal tax exemption and all contributions by the Company shall be deductible under the Internal Revenue Code.

B. In accordance with Article 33, the monies and a summary report shall be remitted to the Fund at such address as designated by the Administrator of the Fund.

C. In the event that the Company files in bankruptcy or Chapter 11 proceedings, it will notify the Martin Luther King Jr. Farmworkers Fund of such action and will list the Fund as a separate creditor qualified as a priority claim pursuant to the Bankruptcy Act. Notification to Union or any of the other Plans or Funds shall not constitute compliance with this Article.

ARTICLE 33: REPORTING ON PAYROLL DEDUCTIONS AND FRINGE
 BENEFITS

All contributions due hereunder on fringe benefit plans shall be computed on the preceding monthly payroll for every worker covered by the Collective Bargaining Agreement. In conjunction therewith, a monthly summary report will be submitted on or before the 20th of every month covering the preceding monthly payroll for which contributions for fringe benefits are due. The monthly summary report shall include the employees' names, social security numbers, total hours worked by workers, total number of workers and amount of contributions.

ARTICLE 34: CAMP HOUSING

A. Assignment of available camp housing shall be on a Company-wide seniority basis. The Company agrees to maintain records on housing assignments and make such records available to the Union. There shall be no discrimination of assignments

because of a worker's race, age, creed, color, religion, sex, political belief, national origin, language spoken, or union activity.

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

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

D. Camp boarding shall be operated on a non-profit basis. Camp housing shall be kept in a safe and clean condition.

ARTICLE 35: BULLETIN BOARDS

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

ARTICLE 36: FAMILY HOUSING

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

ARTICLE 37: SUBCONTRACTING:

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

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

- A. Subcontracting is permissible under this Agreement

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

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

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

ARTICLE 38: GROWER-SHIPPER CONTRACTS

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

Agreement, nor will the Company subvert the Union by entering into these legal arrangements. In addition, and whenever it is possible for the Company to perform the work of weeding, thinning or hoeing, the Company will do so, it being the intent to provide jobs for bargaining unit workers.

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

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

thereof.

ARTICLE 39: LOCATION OF COMPANY OPERATIONS

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

ARTICLE 40: MODIFICATION

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

ARTICLE 41: SAVINGS CLAUSE

In the event any portion of this Agreement shall become ineffective as the result of any applicable local, state or federal law, only that portion of this Agreement so affected shall be ineffective; in no event shall the fact that a portion of this Agreement be not applicable or illegal in accordance with such laws render the remainder of this Agreement ineffective or work a termination.

ARTICLE 42: SUCCESSOR CLAUSE

This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns. Successors and assigns for the purpose of this article applies to a sale or other transfer of the business and ownership of the Company. A sale of assets, either in whole or in part, which does not involve continuation of the workers of the Company to operate such sold or transferred business or assets shall not be subject to the provisions of this article.

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

ARTICLE 43: LABOR MANAGEMENT RELATIONS COMMITTEE

A. The Company and the Union shall establish a Labor-Management Relations Committee. The purpose of the Committee shall be to consider any matter affecting the relations between the Company and the Union and the workers which is not properly the subject of a grievance.

B. The Committee shall be composed of three (3) persons designated by the Company and three (3) workers selected by the Union. In addition, the President of the Company and the President of the Union, or their designees, shall attend the meetings.

The Committee shall meet once a month or more frequently if agreed to by the parties. Workers shall be paid for all time spent in Committee meetings.

ARTICLE 44: DELINQUENCIES

A. Notwithstanding anything herein contained, the failure of Company to make the necessary payments as provided in Article 2 (Union Security), Article 30 (Robert F. Kennedy Farmworkers Medical Plan), Article 31 (Juan de la Cruz Farmworkers Fund), Article 32 (Martin Luther King Jr. Farmworkers Fund) and Paragraph F of Article 24 (Holidays), shall give the Union or the workers the right, after the Union has given five (5) days' written notice, excluding Saturdays, Sundays, and Holidays, to the Company, to take any legal or economic action the Union sees fit against the Company to force compliance.

B. Whether or not such action is taken the Company shall be liable to the workers for any and all benefits as set forth in Paragraph A above that the workers would have received if the Company had not been delinquent in making the payments.

ARTICLE 45: COST OF LIVING ALLOWANCE

A. Cost-of-Living Allowance shall apply to all workers herein covered under this Agreement.

The Cost-of-Living adjustments herein provided shall be based on the Consumer Price Index - United States City Average for Urban Wage Earners and Clerical Workers (1967 = 100), published by the Bureau of Labor Statistics hereinafter referred to as the CPI.

B. In the event that the CPI in May, 1980, shall exceed an increase of five percent (5%) over the CPI in May, 1979, a Cost-of-Living allowance of one cent (.01) per hour shall be paid for each six-tenths (.6) of a point increment in the CPI over and above the five percent (5%) increase in the CPI. Any adjustment due under the above formula shall be effective July 15, 1980.

C. In the event that the CPI in May, 1981, shall exceed an increase of five percent (5%) over the CPI in May, 1980, a Cost-of-Living allowance of one cent (.01) per hour shall be paid for each six-tenths (.6) of a point increment in the CPI over and above the five percent (5%) increase in the CPI. Any adjustment due under the above formula shall be effective July 15, 1981.

D. Such Cost-of-Living adjustments shall be added into the current rate of pay paid for all hours, wages, and related benefits for which workers receive pay from the Company, such as overtime, vacations, and holidays. The amount of the adjustment

shall be paid in addition to wages earned, and to the extent which computer capabilities permit such adjustment shall be shown on the worker's check stub, i.e., WAGES - - - COLA - - - TOTAL.

E. The Cost-of-Living allowances are dependent upon the availability of the Bureau of Labor Statistic's CPI in its present form and calculated on the same basis as the CPI. In the event the Bureau of Labor Statistics changes the form or the basis of calculating the CPI, the Company and the Union agree to request the Bureau to make available, for the life of this Agreement, a CPI in its present form and calculated on the basis of the Index for May, 1979.

F. The maximum amount of increase due under any of the annual adjustments provided for in this section shall not exceed twenty-five cents (\$.25) per hour.

ARTICLE 46: UNION REPRESENTATIVES

A. It is mutually agreed that the prompt adjustment of grievances and the proper administration of the contract is desirable in the interests of sound relations between the workers and the Company. The prompt and fair disposition of grievances and the proper administration of the contract involves important and equal obligations and responsibilities of each

party to protect and preserve the grievance procedure and the contract as an orderly means of resolving legitimate grievances and other problems between the parties.

To carry out these goals and for the purpose of operating under this Agreement, the workers shall be entitled to representatives on Company time in accordance with the following provisions.

B. The Union shall designate full-time Union representatives who shall be recognized by the Company as the official representatives of the Union, and who shall be compensated by the Company while performing their duties pursuant to this Article at the rate which they would have received had they worked at their regular job classifications. Union representatives shall so conduct their affairs so that no overtime work shall be performed; grievance meetings are to be normally held after working hours.

C. The Union shall be entitled to two (2) full-time Union representatives.

D. All Union representatives provided for in this Article shall have been in the regular employ of the Company, or on an approved leave of absence, for at least one (1) year immediately preceding their designation to such position, unless a worker of

at least one year's service is not available.

E. The Union representatives shall have the authority to adjust grievances on the Union's behalf and to administer the contract. The Union representatives shall not have authority to represent or speak for the Company on any matter. The Union representatives shall not be paid for time spent in arbitration proceedings.

F. The Union shall designate an alternate among workers who shall act in the place of each regular Union representative if he is unable to perform his duties. The Union will furnish Company with the names of the Union representatives and their alternates.

G. The Union representative shall be deemed to be active workers of the Company for the purpose of applying all benefit programs provided for under this Agreement, and it is agreed that such workers shall be covered by all other terms of this Agreement.

H. The Company shall not interfere with or hinder any Union representative in the performance of his or her duties. The Union representative shall not unnecessarily interfere with the Company's operation or the direction of the work force by the supervisors.

ARTICLE 47: INJURY ON THE JOB

Whenever a worker is injured on the job and is unable to work for ten (10) consecutive workdays as a result of such injury, the Company agrees to compensate loss of time up to three (3) full days' wages or average earnings for days and hours of disability not covered by Workmen's Compensation; provided, however, a worker who is injured on the job shall be compensated for what he would have earned for the balance of the day of the injury.

ARTICLE 48: DURATION OF AGREEMENT

This Agreement shall be in full force and effect from September 4, 1979 to and including August 31, 1982. 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 Supplemental Agreements attached hereto are executed this 21 day of September, 1979.

SUN HARVEST INC.

By Carl S. Maggio

By [Signature]

UNITED FARM WORKERS OF AMERICA

By Cesare Chovy

By _____

By Marshall [Signature]

By _____

By Jose Morales

By _____

By Adonis R. [Signature]

By _____

By Miguel J. Medina

By _____

By Ricardo C. [Signature]

By _____

By Salomon Silva R--

By _____

By Salmo Lopez

By _____

By Joaquim R. [Signature]

By _____

By Manuel L. Valle

By _____

By Santiago Castillo

By _____

By Juis A. [Signature]

By _____

By Jesus L. [Signature]

By _____

By Seidel R. [Signature]

By _____

By [Signature]

By _____

By _____

By _____

By _____

By _____

By _____

By _____

By _____

By _____

APPENDIX "A"

DATE OF SIGNING	JULY 15 1980	JULY 15 1981
--------------------	-----------------	-----------------

Equipment Operators

Tractor subforemen	6.30	6.65	6.90
Heavy Equipment Operator	6.20	6.57	6.87
Tractor "A"	6.10	6.47	6.77
Field Forklift	6.10	6.47	6.77
Tractor "B"	6.00	6.35	6.60
Water Truck	6.00	6.35	6.60
Sanitation Truck	6.00	6.35	6.60
Trailer Puller	5.55	6.00	6.30

Irrigation

Irrigator subforeman	5.30	5.70	6.00
Irrigator	5.10	5.50	5.80

General Labor

Thin & Hoe	5.00	5.40	5.70
General Labor	5.00	5.40	5.70
Celery Transplant	5.00	5.40	5.70
Cauliflower Cutter	5.00	5.40	5.70

Lettuce Ground Crews

Conventional ground pack			
-24's	.75	.79	.82
-30's	.82	.86	.89
Waterboy	5.10	5.50	5.80
Windrower	5.00	5.40	5.70

(continued)

	DATE OF SIGNING	JULY 15 1980	JULY 15 1981
<u>CELERY GROUND CREWS</u>			
Pop-out carton	1.10	1.16	1.21
Stitched carton (stitch- ed outside crew)	1.075	1.135	1.185
Premiums per box			
Work in Rain	.05	.05	.05
Guaranteed minimum per hour for diseased fields	6.00	6.40	6.70
<u>CAULIFLOWER TIE</u>			
Per 100'	.69	.73	.76
<u>CANNERY TOMATOES</u>			
Machine operator	7.00	8.00	9.00
Trailer Puller	6.10	6.47	6.77
Sorter	5.00	5.40	5.70
<u>STRAWBERRIES</u>			
General field	5.00	5.40	5.70
Loaders	5.00	5.40	5.70
Checker-puncher	5.05	5.45	5.75
Truck driver (field)	6.00	6.35	6.60
Harvest - Fresh			
Start through June 10	1.27	1.33	*
June 11 through July 1	1.48	1.54	*
July 2 through end of season	1.75	1.81	*

(continued)

SIGNING 1980 1981

Harvest - Freezer

Start through July 1	1.70	1.80	*
July 2 through August 26	2.00	2.10	*
August 27 through end of season	2.23	2.29	*

LETTUCE WRAP MACHINES
(HOURLY)

Cut, trim, lift, wrap	5.10	5.50	5.80
Pack	5.30	5.70	6.00
Close	5.45	5.85	6.15
Load	5.50	5.90	6.20

* The Company agrees to pay the same fresh and freezer harvest rates in 1981 and 1982 as are negotiated between the United Farm Workers and Pik'D Rite when the present collective bargaining agreement between these parties expires on December 31, 1980.

The second and third year rates are to be effective at the beginning of the first payroll period falling or or after July 15, 1980, and July 15, 1981.

7

ADDENDUM TO APPENDIX A

PENDING WAGE RATES

(1) SHREDDED LETTUCE: The parties agree that a shredded lettuce bin rate shall be negotiated and established after the signing of this Agreement in accordance with Article 18, New or Changed Operations, herein.

(2) WRAP MACHINES PIECE RATE: The parties agree that the introduction of a piece-rate lettuce wrap machine harvest operation shall be treated as a changed operation and negotiated as such under the terms of Article 18 herein.

(3) ANISE and ROMAINE: The parties agree that the piece-rates for the anise and romaine harvests remain pending at the signing of this Agreement and that a most favored nations clause shall apply to these rates which shall be adjusted to the rate paid by a competitor of the Company with more significant acreage than Sun Harvest in the Salinas Valley.

(4) BROCCOLI PIECE-RATE: The Company agrees that it will introduce a piece-rate broccoli harvest operation after the signing of this Agreement that will be done under the same conditions and paid at the same rates as agreed upon with the Mann Packing Company, and that in the interim the Company will har-

vest its broccoli on an hourly basis at the same rate as in the cauliflower harvest.

JOB DESCRIPTIONS

TRACTOR SUB-FOREMAN (LEADMAN)

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

HEAVY EQUIPMENT OPERATOR

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

TRACTOR OPERATOR "A"

Precision planting, precision application of agricultural chemicals, precision boarder driving, motor grading in building roads and building ditches, listing and operation of D-5 or larger-sized caterpillars. An employee so classified shall receive the rate of the classification for all time worked, including time, if any, in a classification carrying a lesser rate of pay. Operator may be required to make minor equipment adjustments and routine maintenance on equipment.

FORKLIFT OPERATOR

Operation and routine maintenance of field forklifts.

TRACTOR OPERATOR "B" AND MISCELLANEOUS EQUIPMENT OPERATOR

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

WATER TRUCK DRIVER

Classification covers driving of truck equipped with a permanently mounted water tank; driver as directed, will water dirt roads on the ranch; and may entail driving on public highways.

Operator may make minor adjustments. Operator required to have a state driver's license.

SANITATION TRUCK DRIVER

Classification includes the cleaning, sanitizing of the portable toilets and furnishing such supplies as soap and toilet paper. Operator operates machine siphoning of waste into a permanently mounted tank carried on a truck, and empties same at directed location.

Operator may make minor adjustments. Operator is required to drive on public highways, and to possess a state driver's license.

TRAILER PULLER

Moves trailers with equipment, as directed by Company.

IRRIGATION SUB-FOREMAN (LEADMAN)

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

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

Reports to supervising foreman for hiring, firing and discipline.

IRRIGATOR

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

GENERAL FIELD AND HARVESTING WORKERS

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

THIN AND HOE

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

CELERY TRANSPLANTING

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

CAULIFLOWER

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

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

Breaking Leaves - Tie men may be asked to break leaves of selected plants.

LETTUCE CONVENTIONAL GROUND PACK

Cutters and Packers - Includes cutting lettuce, trimming same, placing heads into cartons previously built up.

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

Loader - Places closed cartons on appropriate vehicle. Windrowing is subject to agreement between Company and Union. Transfers empty cartons from hauler to stitcher.

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

MACHINE LETTUCE (Cut..., Packer, Closer, Loader)

Cut, Trim, Lift, Wrap, Bag, Tie

Classification covers cutting the lettuce from soil, lifting same onto machine, trimming heads, wrapping heads in individual wrappers or placing into bags containing a number of heads, thereafter closing the wrapper. May require use of cutting knife.

Packer - Places heads of lettuce into previously built-up boxes. Assignment may require either standing or sitting while performing task. Helps open and close machine.

Closer - Secures lid on previously filled boxes of lettuce, requiring application of glue and/or use of stapling gun. Places closed box on ground. Helps open and close machine.

Loader - Places closed boxes of lettuce onto trailing vehicle. Includes assignment of picking up papers and scrap and putting same into pickup truck or van. Places bundles of cartons on the machine for buildup and places empty pallets on top of truck loads of lettuce cartons.

CELERY GROUND PACK

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

CANNERY TOMATO MACHINE SORTER

Takes all foreign materials and green tomatoes from conveyor belt and throws away.

ANISE

Crew - Cuts, trims, strips, placed as directed, sizes and packs in containers, closes containers as directed. Windrows and loads. Assembles and spreads containers.

ROMAINE

Crew - Assembles cartons, cuts, trims and packs as directed. Closes cartons. Spreads cartons and loads cartons.

STRAWBERRIES

Loader - The loader loads filled boxes of strawberries on trucks, spreads pallets, distributes empty boxes to the crews, assists in moving empty boxes from one block to another and picks up broken boxes and spilled fruit.

Picker - Harvests strawberries by hand according to Company requirements and standard industry practice. The picker is responsible for procuring empty boxes from the ends of the rows and taking the filled boxes to the checker's table.

Truckdriver - Field - This truck driver supplies crews with clean water and ice as needed by using a pick-up or other small vehicle in the fields. Additionally he cleans the field bathrooms and uses a water truck to water the in-field roadways.

Checker - The Checker's responsibility is to see that the pickers' flats are properly filled (with respect to both quality and quantity) as the picker presents them at the checker's table. If the flat is not properly filled, the checker shall reject it until it is properly filled.

Puncher - The record of flats is maintained on the numbered perforated card issued each picker at the beginning of each day. The count on the card is kept by the puncher making a punch with a ticket puncher for each flat filled. At the end of the work day, the puncher gives the picker his half of the card and the Company supervisor his half of the card.

ADDENDUM B

CLOSURE OF ARIZONA OPERATIONS

The parties will attempt to reach a mutually satisfactory resolution of the issues related to the closure of the Company's operations in Phoenix. The Company's obligations include the following:

(1) Providing employment for the displaced workers within other areas of the Company's operations to the extent available in accordance with the Seniority section of the Agreement;

(2) Making a good faith attempt to secure employment for the displaced workers with other companies in the Phoenix area;

(3) Negotiating in good faith severance pay benefits for year-round tractor drivers and irrigators who reside in the Phoenix area who are not provided and who do not accept employment within other areas of the Company's operations, or who do not find other employment in the Phoenix area. If the parties fail to agree, the matter will be submitted to arbitration in accordance with Article 5, herein;

(4) The Company agrees to negotiate for the other workers.

September 4, 1979

SUPPLEMENT #1

DATED: JULY 19, 1979

AS MODIFIED DURING NEGOTIATIONS

8/17/79 THRU 8/31/79

ARTICLE 4 SENIORITY

SUN HARVEST, INC.

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INTRODUCTION

The Seniority system agreed to herein represents a mutual effort by the Company and the United Farm Workers of America, AFL-CIO, to develop a system that:

- (1) Gives maximum value and desirability to the attainment and protection of seniority status within the Company; thereby promoting stability and responsibility;
- (2) Gives maximum opportunity to the worker with greater length of service to the Company to be secure in his job, to earn a stable income, to qualify for Contract benefits, and to improve his income and/or job satisfaction through promotions; and,
- (3) Ends the remnants of management favoritism and arbitrariness, and eliminates the worker's casual attitude towards his job: problems which have carried over from the days prior to unionization and the establishment of a collective bargaining relationship.

Furthermore, in recognition of the nature of agricultural operations which requires a common sense and flexible approach to unforeseen situations, the Company and the Union agree to use the specific provisions of this Agreement and the spirit in which they were developed as a guideline in the resolution of any such problems related to the seniority system which may arise during the term of this Agreement.

A. DEFINITIONS OF SENIORITY

The seniority system set forth herein encompasses the principles of (1) Company seniority; (2) Area seniority; and (3) Classification seniority.

(1) Company seniority is defined as a worker's total length of continuous service with the Company beginning from his original date of hire or re-hire.

(2) Area seniority is defined as a worker's total length of continuous service in any area of the Company's operations which has been designated as a separate seniority area, beginning from his date of entry into the area.

(3) Classification seniority is defined as a worker's total length of continuous service within a job classification which has been designated as a separate classification for purposes of acquiring and losing seniority, beginning from his date of entry into the classification.

Seniority shall be acquired and lost in each classification and/or area independently of all other classifications and/or areas. A break in seniority in one classification and/or area shall not constitute a break in Company seniority, nor a break in another classification and/or area where the worker has acquired seniority until seniority is broken in that classification and/or area except for just cause. A worker shall maintain his Company seniority until all classification seniority has been broken in all areas.

Each Company shall maintain the appropriate classification and area or Company-wide seniority lists specified in the attached Company "Appendices," as well as a Master List of all workers in order of Company seniority date.

Sun Harvest, Inc. shall maintain the appropriate classification seniority lists, the appropriate area seniority lists for the Tractor and Irrigation Departments, and the Cannery Tomato Machine Harvest, and Company-wide seniority lists for all other classifications, as specified in Appendix "o", and a Master List of all workers.

B. HOW TO ADMINISTER SENIORITY LISTS

The Company shall maintain a Master List of all workers which includes the worker's name, Social Security Number, and original date of hire or re-hire. The Company shall submit an up-dated Master List to the address designated by the Union, each three (3) months when working.

The Company shall maintain all seniority lists by classification in order of seniority within the classification, and by area for each classification for which separate area seniority has been established. All seniority lists shall include the worker's name, Social Security Number, classification seniority date, area seniority date (where applicable), and Company seniority date.

For those classifications of work which operate on a year-round basis, a seniority list by area (where applicable) shall be prepared, submitted to the appropriate local Union office, and posted on all Company bulletin boards in the area where the classification works, each three (3) months.

For those classifications which work on a seasonal basis, a seniority list by area (where applicable) shall be prepared, submitted to the appropriate local Union office, and posted on all Company bulletin boards in the area where the classification is scheduled to begin work, at least two (2) weeks before the classification begins work, again at the middle of the season during which the class-

ification is at work, and again one (1) week before the classification is laid off at the end of the season.

1. DISPUTES

If a question arises concerning the accuracy of the lists, the Union and the Company shall attempt to resolve the dispute as expeditiously as possible, in accordance with the Grievance and Arbitration Procedure set forth herein. Disputes which are not resolved in Step Two of the Grievance and Arbitration Procedure, shall be submitted to Expedited Arbitration. The Company's financial liability for any inaccuracies in the seniority lists shall run from one day after the date on which a worker notifies the Company that he challenges the accuracy of the list; provided, however, that the lists have been prepared, posted and sent to the Union in accordance with the time periods specified herein.

2. SAME DAY HIRES

WORKERS HIRED PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT.

In the event that more than one worker was hired into a classification on the same day, and such workers were hired prior to the effective date of this Agreement, the seniority order shall be established on the basis of Social Security Number, with the worker having the lowest ^{last} four digits of his Social Security Number being placed in the highest seniority position on the classification sen-

iority list.

WORKERS HIRED AFTER THE EFFECTIVE DATE OF THIS AGREEMENT.

The seniority order for workers hired into a classification on the same day after the effective date of this Agreement, shall be established on the basis of Social Security Number, with the worker having the lowest last four digits of his Social Security Number being placed in the highest seniority position on the classification seniority list.

3. FIRST LISTS

The Company shall provide the Union with the seniority lists for all classifications on an area or Company wide basis as specified in Appendices "a" through "o", by October 4, 1979, and, thereafter, in accordance with the time limits specified above. The seniority date of any worker which has been grieved in the past and either lost or withdrawn shall be barred from future grievance claims after the signing of this Agreement.

C. HOW TO RECALL SENIORITY WORKERS

For purposes of recalling seniority workers to work from layoff, the Company shall use the following procedure:

(1) The Company shall give each worker in writing at the time of layoff, the approximate date when he will be re-employed if the layoff is to exceed 30 days.

(2) The Company shall request and the worker shall supply at the time of layoff, the exact address where he wishes to receive a written notice of recall; and, thereafter, the worker shall be responsible for notifying the Company in writing of any change in such address.

(3) Approximately two (2) weeks before the classification on layoff is scheduled to begin work, the Company shall send by first class mail, a postcard or letter to the address supplied by each worker on layoff within the classification, advising him of the estimated date on which his classification will begin work. The Company shall send such written notice of recall to the number of workers within the classification it estimates it will need to employ on the date specified on the recall notice, beginning in order of highest seniority within the classification. The postcard or letter shall advise the worker that the exact date on which work will begin may be obtained by phoning the Company office at _____ or by phoning the Union office at _____; or by checking the Com-

pany and/or Union bulletin boards located at _____,
or other locations agreed to by the Company and the Union. The
postcard or letter shall further advise the worker that if he is
unable to report to work on the date specified, he shall inform
BOTH the Company at _____ (address) _____, and the
Union at _____ (address) _____, in writing; and
that his failure to report or to advise may result in his loss of
seniority in accordance with Article 4 of the Collective Bargain-
ing Agreement between the Company and the Union.

(4) The Company shall provide the Union, in writing, the names,
Social Security Numbers, and job classifications of all workers to
whom recall notices were sent.

(5) The Company shall notify the Union of the exact starting
date of the work as soon as possible in advance, but no less than
twenty-four (24) hours in advance of the exact date on which work
is scheduled to begin.

(6) The Company shall post written notice at the locations
agreed to between the Company and the Union, of the exact starting
date of the work as soon as possible in advance, but no less than
twenty-four (24) hours in advance of the exact date on which work
is scheduled to begin.

(7) The Company shall make available to the Union, at the
Union's request, any notices of recall that have been returned with
Postal Office notice of non-delivery; and, further, will make avail-

able to the Union, upon request, any written explanation received from a worker related to his failure to report or delay in reporting on the date specified.

(8) During the operating season, when a layoff occurs within a classification of work that is temporary (30 days or less) and the worker has been given a specific "report back" date, no written notice of recall shall be required.

(9) The Company and the Union may agree to other methods of recall notification in addition to those specified herein.

D. THE ORDER OF RECALL OF SENIORITY WORKERS

The Company shall recall workers to work from layoff in order of the highest seniority within the classification being recalled, within the appropriate area of operations if separate area seniority has been established for the classification being recalled.

E. HOW TO FORM CREWS

In those operations within the Company for which the workforce is organized into crews, the crews shall be formed on the basis of highest seniority within the appropriate classifications related to the operation.

EXAMPLE #1: LETTUCE GROUND CREWS

Company X intends to operate three (3) lettuce ground crews. The seniority list for the cutter-packer classification includes one hundred (100) workers in order of their seniority within the classification; the seniority list for the closer classification includes ten (10) workers in order of their seniority with the classification; the seniority list for the loader classification includes ten (10) workers in order of their seniority within the loader classification; and, the seniority list for the waterboy classification includes eight (8) workers in order of their seniority within the

classification.

The Company would, therefore, assign the top twenty-seven cutter-packers (#1-27), the top three seniority closers (#1-3), the top three seniority loaders (#1-3), and the top two seniority waterboys (#1 & 2) to CREW #1; the next twenty-seven highest seniority cutter-packers (#28-54), the next three highest seniority closers (#4-6) and loaders (#4-6), and the next two highest seniority waterboys (#3 & 4) to CREW #2; and, the next twenty-seven highest seniority cutter-packers (#55-81), the next three highest seniority closers (#7-9) and loaders (#7-9), and the next two highest seniority waterboys (#5 & 6) to CREW #3.

The remaining nineteen low seniority cutter-packers (#82-100), one closer (#10), one loader (#10), and two waterboys (#7 & 8) would continue on layoff status and would be recalled and assigned to the lowest seniority crew as vacancies open up in their respective classifications.

This same procedure shall apply in the formation of lettuce wrap machine crews, celery crews, broccoli crews, cauliflower crews, transplant crews, thin and hoe crews, and any other operations within the Company for which the workforce is organized into crews, with the appropriate classifications related to the operation being recalled and assigned to their crews on the same basis as described above for lettuce ground crews.

1. WORKERS WITH SERVICE IN MORE THAN ONE CLASSIFICATION

Any crew re-organization required by the seniority provisions contained in this Section D, shall be made on the effective date of this Agreement.

Any worker who has years of service with the Company in more than one classification related to the same crop operation, may choose to assert the years of service in his former classification for purposes of his crew assignment; and shall retain his years of service in the other classification for purposes of future recall to that classification in the event an additional crew is established or a vacancy is created in an existing crew.

In the event a worker chooses to assert the seniority of his former classification for purposes of crew assignment, his actual years of service within the classification shall be counted for purposes of his placement on the seniority list within that classification; and, his total years of service in the other classification shall apply for purposes of determining his future recall rights to that classification. The worker's Company seniority shall continue to accrue and be counted for all other purposes, such as vacation benefits and future promotions.

EXAMPLE #2: WORKER WITH YEARS OF SERVICE AS CUTTER AND LOADER

Company X from EXAMPLE #1 above has announced its intention to oper-

ate three (3) lettuce ground crews. Loader #10 in EXAMPLE #1 is the lowest seniority loader within the loader classification, and, therefore, does not have sufficient seniority as a loader to secure an assignment to any of the three ground crews. Loader #10, however, had worked for the Company as a cutter-packer for six (6) years prior to filling a job vacancy as a loader. He has worked as a loader for only one (1) year.

Loader #10 has the option of either (1) asserting his six years of service as a cutter-packer for purposes of assignment to a higher seniority crew as a CUTTER-PACKER; or, (2) continuing on layoff status within his classification as a loader until a vacancy is created. If Loader #10 chooses the first option, he shall be assigned to his crew as a cutter-packer on the basis of six years seniority within the cutter-packer classification; and shall retain his one year seniority within the loader classification for purposes of future recall.

F. ASSIGNMENT OF WORK

Using the appropriate "normal work day" and "normal work week" for each classification or crop operation as specified in Article 19 herein, as a guideline, the Company shall call to work the necessary number of workers or crews to meet the work requirements on any given day. Where more than one (1) crew is needed to meet the Company's work requirements on any given day, the available work shall be distributed equally between or among the crews called.

1. BAD AND LOW YIELD FIELDS

The assignment of piece-rate crews to work in bad fields or low yield fields shall be made on a rotating basis between or among the crews called to work. If a higher seniority crew is assigned to a field which is condemned by an Inspector, and the Company does not have another field available for harvesting, the crew shall be guaranteed four (4) hours of pay, but shall not be entitled to bump a lower seniority crew harvesting in another field.

2. IRRIGATION WORK

The opportunity to perform furrow irrigation work, as well as the opportunities to drive the tractor or truck for hauling sprinkler pipe and to drive any Company pick-ups available to the irrigators, shall be offered on the basis of highest seniority within the irrigator classification if qualified to do the job. The decision to accept such work opportunities shall be voluntary.

2. IRRIGATION WORK (Cont'd)

The opportunity to work hours in excess of the "normal work day" and "normal work week", whether or not an overtime premium is paid for such hours, shall be offered on the basis of highest seniority within the irrigator classification.

A separate seniority list for sprinklers shall be maintained in the Imperial Valley and Tacna areas. Such list shall also include all irrigators in seniority order. Sprinkler crew members shall not be included in the normal rotation of irrigation shifts unless there is a vacancy for an irrigator which is filled by such a sprinkler crew member.

The Company shall continue its past practice with respect to off-season work for irrigators.

3. OVERTIME AND HOLIDAY WORK

The opportunity to work scheduled overtime and on holidays, when the Company requires such work, shall be offered in order of highest seniority within the classification which the Company requires to work.

4. OTHER WORK PREFERENCES

The Appendices included herein may specify additional work preferences within a particular job or crop operation performed by the Company. See, for example, Appendix "d", Mann Packing Mechanics. Additional preferences for certain Companies are still pending.

G. WORK OPPORTUNITIES

In order to avail himself of the work opportunities which may arise within the Company, a worker may make one or more of the following moves:

(1) An upward move out of one job or crop operation into another. For example, an irrigator fills a vacancy as a tractor driver; or a tractor driver fills a vacancy as a shop mechanic.

(2) An upward move within the job or crop operation in which he has acquired seniority. For example, a cauliflower cutter fills a vacancy as a trailer puller in the cauliflower harvest; a lettuce cutter-packer fills a vacancy as a loader; a shop mechanic at Mann Packing fills a vacancy as a Maintenance Truck Driver; a celery transplanter fills a vacancy as a transplant machine operator, a sprinkler irrigator fills a vacancy as a furrow irrigator; or a broccoli cutter at Veg-Pak fills a vacancy as a Field Serviceman.

(3) A lateral move out of one job or crop operation into another. For example, a cauliflower cutter working by the hour fills a vacancy as a broccoli cutter working by piece-rate; a thin and hoe worker fills a vacancy in the transplant crew or in a lettuce wrap machine crew; a lettuce cutter-packer fills a vacancy as a celery cutter; a celery cutter fills a vacancy as an anise cutter; a spinach cutter-tier-packer fills a vacancy as a mixed lettuce cutter-packer; a thin and hoe worker fills a vacancy as a waterboy in a lettuce ground crew; or a lettuce wrap machine cutter fills a vacancy as a lettuce

ground crew cutter-packer. Once a worker has made a lateral move out of one job or crop operation into another and has acquired seniority in the new job or crop operation, he would be eligible for first preference in making the upward moves within a job or crop operation as described in (2) above. A worker may make a lateral move while he is actively employed within another job or crop operation within the Company or while he is on layoff status in his own job classification.

(4) A move made to establish seniority in a job or crop operation in an area of the Company's operations where the worker does not have seniority. For example, a lettuce ground crew closer with area seniority only in Salinas fills a vacancy as a lettuce cutter-packer in the Imperial Valley operation; or a celery loader with area seniority only in Oxnard fills a vacancy as a celery cutter in Salinas. (PENDING: The order of preference for filling vacancies in those Companies where separate seniority areas have been established.)

1. POSTING PROCEDURE AND WAITING LISTS

A. The specific procedure for posting and filling a permanent vacancy in an hourly paid job with a rate higher than general labor, as in the examples described in (1) on page 16., is set forth in Article 4 of this Agreement. The first preference for bidding on vacancies in the tractor driver and irrigator classifications shall be given to workers within those classifications before the bidding is open Company-wide.

B. The opportunity to fill a permanent vacancy within a job or crop operation, as in the examples described in (2) on page 16., shall be offered on the basis of highest seniority within the job or crop operation where the vacancy exists; and the posting procedure set forth in Article 4 of this Agreement shall apply in filling the vacancy.

C. The opportunity to fill a permanent vacancy within a job or crop operation or area, as in the examples described in (3) on page 16. and (4) on page 17., shall be offered to the highest seniority worker in the Company who indicates his desire to make such a lateral or change of area move. For this purpose, and also for the purpose of extending the job promotion opportunities described in (1) on page 16. to the entire workforce, the Company shall maintain waiting lists for each job and crop operation within the Company and for each area of Company operations, if separate seniority areas have been designated. Any worker desiring consideration for a job vacancy which might arise within the Company may sign his name, Social Security Number, current job classification, and Company seniority date, on the appropriate waiting list. If a worker is on layoff status when he signs a waiting list, he shall provide the Company with a means of communicating with him when a vacancy arises. If a vacancy arises within a job or crop operation, and the procedures for filling a vacancy within a job or crop operation as set forth in A. and B. above have been exhausted, the opportunity to fill such a vacancy shall be given to the worker with the highest Company seniority who

signed the waiting list. Such worker shall be given three (3) work days from the time of notification to report to work if on layoff at the time the vacancy arises; and two (2) work days from the time of notification to report to work if working in another classification within the Company at the time the vacancy arises.

On the first day of each month, and whenever requested, the Company shall provide the Union with an up-dated copy of any waiting lists for a job, crop operation, or area, on which workers have signed their names; and the Company shall provide the Union Steward in the job or crop operation for which workers have applied, with an up-dated copy of the applicable waiting list whenever new signatures are added. The Union and the appropriate Union Steward shall be notified in advance whenever the Company intends to hire from a waiting list.

EXAMPLE #4: WAITING LIST FOR LETTUCE GROUND CREWS

Company Z maintains a waiting list for its lettuce ground crews. Worker A is a lettuce wrap machine loader who signed the waiting list for both the cutter-packer and loader classifications in the lettuce ground crews; and, Worker B is a cauliflower cutter who signed the waiting list for the cutter-packer classification in the lettuce ground crews.

Worker A has a Company seniority date of May 1, 1976, and signed the waiting list on December 1, 1978. Worker B has a Company seniority date of January 15, 1978, and signed the waiting list on November 10,

1978. Company Z has a vacancy for a loader and a vacancy for a cutter-packer, both in Ground Crew #3. Worker A would be given the opportunity to fill the vacancy as a loader ONLY if the vacancy could not be filled by any lettuce ground crew seniority worker. Assuming the loader vacancy is filled from within the lettuce ground crews, then Worker A would be given the opportunity to fill the vacancy as a cutter-packer because Worker A has greater Company seniority than Worker B, even though Worker B signed the waiting list before Worker A.

D. The Company shall post on all Company bulletin boards and shall provide the Union with the name(s) of any worker(s) who have successfully bid a job or crop operation or area vacancy, whether through the posting or waiting list procedure.

H. HOW TO FILL TEMPORARY VACANCIES
(UP TO 30 DAYS)

When a temporary vacancy arises in a job classification due to a worker's short-term absence, the opportunity to fill the vacancy shall be offered on the basis of highest seniority within the job crop operation where the vacancy exists. For example, the Opportunity to fill a temporary vacancy in the classification of cauliflower trailer puller shall be offered to the cauliflower cutters in order of highest seniority; or, the opportunity to fill a temporary vacancy as a lettuce ground crew loader shall be offered on the basis of highest seniority worker in the lettuce ground crew where the vacancy exists. Once the opportunity to fill a temporary vacancy has been offered to all seniority workers within the job or crop operation where the vacancy exists, the worker who avails himself of the opportunity to fill the temporary vacancy shall attain the status of "alternate" for the job classification temporarily filled, and shall have the first opportunity to fill the same job vacancy on a temporary basis in the future. If the opportunity to attain the status of an "alternate" for a job classification is offered at a time when not all the seniority workers within the job or crop operation to which the vacancy relates are working or advised of the opportunity, the "alternate's" position must remain temporary until the opportunity has been offered to such additional seniority workers.

A worker who fills a vacancy temporarily shall not lose his seniority in his regular classification, and shall not establish a seniority

date within the classification to which he is assigned temporarily unless and until the vacancy becomes permanent.

I. HOW TO FILL PERMANENT VACANCIES

When a permanent vacancy arises in a job classification, the posting and waiting list procedures described on pages 17. through 19. shall apply. If a permanent vacancy arises in a job classification for which there is an "alternate" who has filled the vacancy on a temporary basis in the past, as described in H. above, the alternate shall have the first opportunity to fill the permanent vacancy; and, if there is more than one alternate for the job classification in which the vacancy exists, the alternate with greater length of service as an "alternate" in this job classification shall have the first preference to fill the permanent vacancy.

EXAMPLE #5: PERMANENT VACANCY FOR LETTUCE GROUND CREW CLOSER

Company X operates three lettuce ground crews. A permanent vacancy for a closer arises in Ground Crew #1. The highest seniority closer from Crew #2 moves to Crew #1, and the highest seniority closer from Crew #3 moves to Crew #2, thereby creating a permanent vacancy for a closer in Crew #3. Each of the three ground crews has an "alternate" closer. The alternate in Crew #1 has a Company seniority date of 1970 and has been an alternate closer for 3 years; the alternate in Crew #2 has a Company seniority date of 1974 and has been an alter-

nate closer for 4 years; and the alternate in Crew #3 has a Company seniority date of 1976 and has been an alternate closer for 2 years. The alternate closer from Crew #2 is entitled to first preference in filling the permanent closer vacancy in Crew #3; because he has the greatest length of service as an alternate closer even though he has less Company seniority than the alternate closer in Crew #1.

J. RIGHTS OF A WORKER WHO CHANGES JOB CLASSIFICATION

A worker who accepts a promotion upward and out of his job or crop operation as in the example of an irrigator who fills a permanent vacancy as a tractor driver; or a worker who makes a lateral move from one job or crop operation into another, as in the example of the hourly cauliflower cutter who fills a permanent vacancy as a piece-rate broccoli cutter shall establish a date of entry seniority in the new classification to which he moves, and shall maintain his seniority in his former classification for a period of four (4) weeks. If during this four (4) week period, the worker is unable to perform the work required in the new classification or does not want to continue in the new classification, he may return to his former classification with his full classification seniority.

Whether a worker chooses to remain in the new job classification where he has filled a permanent vacancy and established a new classification seniority date, or chooses to return to his former classification with his full classification seniority, he retains his Company seniority date for all other purposes, such as vacation eligibility and

future work opportunities within the Company.

A worker who accepts a promotion upward within the job or crop operation in which he has acquired seniority in order to fill a permanent vacancy in a classification within his job or crop operation as in the example of the lettuce cutter-packer who fills a permanent vacancy as a loader or the cauliflower cutter who fills a permanent vacancy as a trailer puller - shall establish a date of entry seniority in the new classification and shall maintain his seniority in his former classification.

(PENDING: The effect of maintenance of seniority in more than one classification (1) at the start of the season; (2) in the event of a layoff during the season; and, (3) at the end of the season)

A worker who fills a temporary or permanent vacancy in a job or crop operation while on layoff from the job or crop operation in which he has acquired seniority - as in the example of the lettuce cutter-packer who fills a permanent vacancy as a celery cutter - shall establish a date of entry seniority in the classification in which he is filling a vacancy; and shall maintain his recall rights in the job classification in which he has acquired seniority when work begins or increases in that classification. A worker may choose to remain in the new classification in which he is filling a permanent vacancy, and not respond to the recall in his former classification; and, in this case, he would continue to accrue seniority in the new classification beginning from his date of entry and would lose his seniority in his former classification after 30 days. The worker, however,

would retain his Company seniority date for all other purposes, such as vacation qualification and future work opportunities within the Company.

(PENDING: The options of a worker in the event of a permanent elimination of his job classification within his area or in the event of a permanent elimination of his area, in those cases where the worker displaced has years of service in another job classification within the Company, and in those cases where the worker displaced has only his years of service within the classification being reduced or permanently eliminated.)

K. THE ORDER OF LAYOFF OF SENIORITY WORKERS

The Company shall layoff workers in order of their lowest seniority within the classification being laid off. In those operations within the Company for which the workforce is organized into crews, the Company shall layoff the lowest seniority crew when the workforce is being reduced.

1. LAYOFFS OUT OF SENIORITY ORDER

In those job or crop operations which work on a year-round basis, requests by higher seniority workers to be laid off out of seniority order for the purpose of taking a vacation or rest shall be honored, and lower seniority workers shall remain working. If more workers request a layoff out of seniority order than can be spared by the Company, requests shall be honored in order of highest seniority within the job or crop operation. Requests for layoff out of seniority order for the purpose of working in another Company or in another classification within the same Company shall not be honored unless the request is agreed to by all the seniority workers within the job or crop operation from which the worker is requesting to be laid off.

2. OFF-SEASON WORK

When the Company lays off workers at the end of the season in a job classification that occasionally requires the calling in of workers for one or two days of work during the off-season, the Company shall

determine at the time of layoff which workers within the classification will remain in the area and be available for such short periods of work. The Company shall make known to all workers in the classification the purpose for such inquiry. If such an occasion arises, the Company shall recall the workers in highest seniority order within the classification who indicated their availability. If no worker within the classification is available for such a short period of work during the off-season, the Company shall obtain temporary workers either through its internal Company waiting list procedure or through the Union hiring hall; and the seniority of workers within the classification in which off-season work is required shall not be affected.

(PENDING: The rights of a lower seniority worker who does work in his job or crop operation while higher seniority workers' within the job or crop operation are on layoff under the circumstances describe in either 1. or 2. above.)

L. STUDENTS

Students who are employed by the Company on a temporary basis shall be placed on a part-time workers' seniority list and shall be called to work only after all seniority workers within the classification in which they have worked on a temporary basis in the past, are working; and only after all seniority workers within the Company have been allowed to avail themselves of all work opportunities within

the Company in accordance with the procedures described above. No student shall be employed where it results in the displacement of, or failure to recall any seniority worker within the Company.

M. PENSIONED WORKERS

A worker who has been pensioned from full-time employment with the Company shall maintain his full seniority rights in the Company and within the classification from which he has been pensioned, and shall be entitled to work the number of hours necessary to earn the income to which he is limited by law. Sun Harvest is to follow past practice.

N. INJURED WORKERS

A worker who has been injured on the job to the extent that medical care is required, and who has been advised by his doctor that the percentage of his disability would allow only certain types of work to be performed; and if the Company employs workers in the type of job classification(s) that the doctor has recommended are within the worker's capability, such worker shall be entitled to assert his full Company seniority both to enter and to maintain his place within such classification. If more than one job opportunity exists within the Company for which the injured worker is qualified, he shall be assigned to the job classification where the lowest seniority worker in the Company is employed in the event a displacement results.

O. ESTABLISHING CLASSIFICATION SENIORITY WITHIN A COMMODITY

The seniority which has been established by each worker within the classifications of loader and boxboy shall be recognized. For purposes of the establishment of seniority in the classifications of cutter, packer and closer, which shall thereafter be recognized within each of these classifications, a list of all celery crew workers, other than loaders and boxboys, shall be prepared in order of seniority dates within the celery operation. Each worker in order of highest seniority shall then select the classification of cutter, packer or closer, in which he wishes to establish his seniority, until the necessary number of workers in each classification has been reached. This process shall be done only once after the signing of this Agreement in order to establish the seniority to be recognized in these separate classifications.

P. SENIORITY IN MORE THAN ONE CLASSIFICATION

A piece-work harvesting crew worker who has seniority in more than one classification, for example, cutter/loader, may not assent the seniority in his former classification unless the crew in which he has accepted the promotion is to be laid off in excess of one (1) month.

APPENDIX "A"

SUN HARVEST

CLASSIFICATION SENIORITY LISTS

(1) Tractor Drivers

- (a) Includes the following separate classification: Water Truck Driver.
- (b) The Company shall maintain a separate seniority list for Tractor Drivers and Water Truck Drivers for each of the following areas: (1) North, divided into #50, #51, #52, #53, and #54; (2) Oxnard; (3) Huron; (4) Brentwood, (5) Tacna; (6) Imperial Valley; and (7) Phoenix.
- (c) In the Imperial Valley, night shift tractor work shall be rotated every fifteen (15) days in accord with past practice.

(2) Irrigators

- (a) The Company shall maintain a separate seniority list for Irrigators for each of the following areas: (1) North, divided into #50, #51, #52, #53, and #54; (2) Oxnard; (3) Huron; (4) Brentwood; (5) Tacna; (6) Imperial Valley; and (7) Phoenix.

In the North, Tractor Drivers and Irrigators have been assigned to one of the five different areas for purposes of daily operations. In the event a Tractor Driver or Irrigator is to be laid off in his assigned area for a period in excess of one week, he shall have the option, on a voluntary basis, to change his assignment for the duration of his layoff to that area within the North where the least senior Tractor Driver or Irrigator is working.

In the event of a permanent elimination of one or more of the Company's seven operating areas specified above, or a permanent reduction in acreage in one or more of these areas, a displaced seniority Tractor Driver or Irrigator shall have the option, on a voluntary basis, to change his area to that area of the Company's operations where the least senior worker in his classification is working. A worker who transfers from one area to another in this manner shall maintain his Company seniority and shall assert his classification seniority in the new area.

APPENDIX "a"

(PENDING: Options of a permanently displaced worker to return to a former classification within own area, or to change areas within his current classification.)

(3) Cannery Tomato Machine Harvest

- (a) Includes the following separate classifications: Sorter, Trailer Puller, and Machine Operator.
- (b) The Company shall maintain a separate seniority list for the classifications specified in (a) above for each of the following areas: Brentwood and Imperial Valley.
- (c) The opportunity to fill vacancies as a Trailer Puller and Machine Operator shall be offered on the basis of highest seniority in the Tractor Driver classification for the appropriate area.

(4) Thinners and Hoers

- (a) The filer shall be assigned daily on the basis of a voluntary rotation as in past practice.
- (b) The Company shall maintain one seniority list of thinners and hoers for all areas.

(5) Lettuce Ground Crews

- (a) Includes the following separate classifications working by and dividing the same total piece-rate: Cutter-Packer, Closer, and Loader; and the following classification working by piece-rate, separate from the crew: Waterboy.
- (b) The Company shall maintain one seniority list for the classifications specified in (a) above for all areas.

(6) Lettuce Wrap Machine Crews

- (a) Includes the following separate classifications working by the hour: Cutter-Lifter-Wrapper, Packer, Closer, and Loader.
- (b) The Company shall maintain one seniority list for the classifications specified in (a) above for all areas.
- (c) Within the Cutter-Lifter-Wrapper classification, the highest seniority workers shall be assigned to wrap, the next highest to cut, and the lowest seniority workers to lift. The Company shall allow a voluntary rotation among these job assignments. In the formation of crews each morning, the high seniority machines are to be filled to full crew capacity by people from the low seniority machine.

APPENDIX "a"

(7) Celery Harvest

- (a) Includes the following separate classifications working by and dividing the same total piece-rate: Cutter, Packer, Closer, Box Maker, Box Distributor, and Loader; and the following classification working by the hour, separate from the crew: Tractor Driver.
- (b) The Company shall maintain one seniority list for the classifications specified in (a) above for all areas.
- (c) Alternate loaders are to be named in each crew. If there are no volunteers, the low seniority man will be put into the job. The other loaders will be required to accept the alternate.

(8) Romaine Lettuce Harvest

- (a) Includes the following separate classifications working by and dividing the same total piece-rate: Cutter-Packer, Closer and Loader.
- (b) The Company shall maintain one seniority list for the classifications specified in (a) above for all areas.

(9) Anise Harvest

- (a) Includes the following separate classifications working by and dividing the same total piece-rate: Cutter, Packer, Closer, Box Maker, Box Distributor, and Loader; and the following classification working by the hour, separate from the crew: Tractor Driver.

(10) Broccoli and Cauliflower Harvest

- (a) Includes Cutter, Filers, Dumpers, Trailer Hook-Up Men, and Trailer Pullers.
- (b) The opportunity to fill vacancies as a Filer, Dumper, Trailer Hook-Up Man, or Trailer Puller shall be offered on the basis of highest seniority in the broccoli and cauliflower harvest.
- (c) Each crew shall be given a separate designation such as #22A, #22B, #22C.
- (d) If the broccoli is harvested on a piece-rate basis, a separate classification for the broccoli harvest shall be created; and the opportunity to establish seniority in the broccoli harvest classification shall be offered on the basis of highest seniority in the former broccoli-cauliflower harvest classification.

APPENDIX "a"

- (11) Cauliflower Tying
 - (a) Includes Tiers working by piece-rate.

- (12) Transplanting
 - (a) Includes Transplanters, Loaders, Tractor Drivers.
 - (b) The highest seniority transplanters shall be assigned to the positions planting on the machine.
 - (c) The opportunity to fill a temporary vacancy in the transplant crew shall be offered to the highest seniority thinners and hoers, on a voluntary basis. If there are no volunteers, the least senior thinners shall be obligated to fill the temporary vacancy in the transplant crew.
 - (d) The Company shall maintain one seniority list for the classifications specified in (a) above for all areas.

- (13) Chili Harvest
 - (a) Includes Pickers, Bucket Carriers, Dumpers and Punchers.

- (14) Strawberry Harvest
 - (a) Includes the following separate classifications: Puncher, Checker, Picker, Loader, Truck Driver, and Operator.
 - (b) The strawberry harvest crew shall do all work related to the strawberry crop, such as thinning, putting down plastic, etc.

GENERAL

There shall be one seniority list for all thinners and hoers, lettuce ground crews, lettuce wrap machine crews, transplant crews, celery crews, and romaine crews, which shall apply to all geographical areas. The Company agrees that when seniority workers in these operations in any area do not desire to move to other areas, the Company will grant leaves of absence without pay for these workers. There shall be no break in seniority for these approved leaves.

SUPPLEMENTAL AGREEMENT #1

January 31, 1976

A. LETTUCE CREWS AND MACHINES:

1. Company is in process of changing exhaust systems on haul trucks so that exhaust pipes and mufflers go straight up. All trucks should be completed by shortly after January 1, 1976. Cage type shields will be installed around mufflers.
2. When required to pull trucks through muddy fields with caterpillars, Company will see that adequate equipment is available as soon as possible to prevent unreasonable crew delays.
3. Company agrees to continue past practice in efforts to prevent delays and undue standby time in fields during ice and frost seasons.
4. Company agrees that when there is ice and frost, the company will not require lettuce ground crews in the Wellton-Tacna areas to work beyond 5:00 p.m.
5. The Company agrees that when an inspector condemns a field for reasons beyond the control of the workers, workers will be paid for that part of work already performed.
6. Company agrees to work with Union committee concerning food served at camps.
7. The Company agrees to continue providing transportation for lettuce loaders from the fields.
8. Company agrees to continue practice of paying crews on Fridays.
9. Company agrees to continue past practice of not moving Union stewards or committees from crews except in emergencies.

10. Wrap machine workers will not be moved from their crew after starting work, except in emergencies.

11. Insofar as practical, Company will continue practice of having foremen change rolls of film on wrap machines when foremen are available. When foremen are not available, an employee will change the roll, provided such duty is within the reasonable working capacity of the employee.

12. When wrap machines are turning around, wrappers may remain on machines, but discontinue working during turning process. Glue men and packers will not ride on machine when turning.

13. Wrappers and cutters will rotate after the morning break, after lunch and after the afternoon break, provided they are capable of satisfactorily performing the work and provided that rotation is on a voluntary individual basis.

It is understood and agreed that the foremen will not prevent such rotation between individuals where they personally desire to do so and are capable of satisfactorily doing the work.

Problems arising in connection with worker rotation will be taken up at periodic meetings between Union stewards and machine supervisors. Such meetings will be held promptly upon request by Union Steward.

14. The Company will normally utilize three (3) cutters in front of wrap machines. Cutters will be instructed to maintain a safe distance in front of machines but not out an excessive distance in front of machine.

15. Company foremen will inform workers of number of hours worked upon request.

16. Company agrees with the principle of periodic meetings

between the ranch committee and Union stewards and Company foremen and lettuce harvesting management. Such meetings to be mutually agreeable as to time and place and upon request by Union or Company.

17. Company vehicles shall not be moved by any workers except as specifically requested by foremen.

A Company vehicle obstructing movement of a lettuce crew shall not be moved by any worker except as specifically directed by foreman.

B. IRRIGATORS - IMPERIAL VALLEY AND SALINAS:

1. The Company agrees to the rotation of irrigators assigned to work other than irrigation work.

2. As in the past, the Company agrees to allow irrigators to take time for meals during working hours, provided they remain on their job during this period. Workers scheduled to work 24-hour shifts will be advised in advance so they can bring their food. Workers not advised in advance will be allowed sufficient time to secure food. It is understood that workers will arrange such time with their foreman in advance of leaving the field.

3. Company agrees to assign irrigators to work assignments in accordance with the labor requirements of the jobs.

4. Permission for time off during the course of the regular work day when requested for personal business that can be done in a reasonable amount of time, will not be unreasonably withheld with the understanding that time off will not be abused. It is understood that permission will be received from the foreman in advance of leaving the field.

5. The Company will call irrigators for the performance of required irrigation work, and workers will be paid from the time called

until released. Workers will not be held responsible for irrigation water after their release, but in no event shall the release be prior to the end of the regular work day. It is further understood that supervisors or foreman will not perform bargaining unit work.

6. Imperial Valley irrigation - Company agrees to maintain past practice with regard to twenty four hour irrigator shifts.

C. IRRIGATORS - ARIZONA:

1. Company agrees to continue working with Indian Council and Indian police for the safety of workers on the reservation. Company recognizes its obligation to provide safe working conditions for its employees.

2. The Company agrees to continue to provide adequate pickup trucks for night irrigators on the reservation.

3. Paid lunch time for Arizona irrigators is the same as specified for Imperial Valley and Salinas irrigators--Paragraph 2.

D. TRACTOR DRIVERS - ARIZONA:

1. Company agrees to investigate possibility of installing control rope in such a manner as to lessen work load of the driver. If this cannot be accomplished within a reasonable period of time, Company will add an additional man to the operation.

E. CELERY GROUND CREW #16:

1. The Company agrees that truck drivers will park trailers loaded with wirebound crates close to crew.

2. Caterpillars pulling crate trailers will be moved by the foreman when available. When foreman is not available, cratemaker will move the caterpillar.

3. It is agreed that the Company will make its best efforts to keep its fields free of noxious weeds, in accordance with good farming practices.

F. CELERY TRANSPLANTING:

1. Company agrees to operate celery transplanting machines in the direction of the wind when practical.
2. Company agrees to operate machines in such a manner as to not subject the workers to getting wet by the sprinklers.
3. Tractor drivers shall perform their normal work and shall not supervise the crew.
4. Sufficient voluntary workers will be secured from the thinning crews when celery transplanting machines are short of workers. One of the workers following the machine in planting skipped spots will be used as a replacement on the machine when a machine worker has to use the rest room.

G. CAULIFLOWER - CUTTERS:

1. The Company agrees to provide hot lunches for crew members living in the camp, provided there are sufficient workers in the crew to warrant use of hot lunch containers,
2. Company agrees that the cauliflower harvesting machine shall be operated at a reasonable pace.
3. The Company agrees not to harvest fourth row in cauliflower ground crews. The Company and the Union recognize that it is sometimes necessary during the moving of the machine, in order to utilize odd numbers of people in harvesting with available equipment while awaiting the arrival of the machine, that it may be necessary to cut the fourth row. The Company agrees not to cut the fourth row under these conditions in excess of 1-1/2 hours in any day, regardless of the number of moves.

H. CAULIFLOWER - TIE MEN:

1. Rain gear is distributed to workers at the beginning of

season. Foreman will be responsible for distributing rubber bands and other equipment for purposes of control. Every effort will be made to prevent delays on the part of the crew.

I. IRRIGATORS - AFTER-HOURS WORK:

1. The Company agrees to rotate after-hours work between irrigators and irrigation sub-foremen as far as practical during heavy periods of irrigation, provided the workers are capable of performing the work.

J. RECOGNITION

For purposes of clarification of Article 1 - Recognition - the following applies:

In the event the ALRB makes a determination that a classification of workers are to be included in the certified unit of the Company whether by clarification, amendment to certification or otherwise, the Company agrees to meet with the Union and negotiate wages, hours, seniority, job descriptions, and fringe benefits for such workers. In the event impasse is reached in such negotiations, then the provisions of Article 5 - Grievance and Arbitration Procedure and Article 6, No-Strike, No Lockout shall not apply to such workers provided that the only matters over which economic action may be taken by either party relate to wages, hours, fringe benefits, seniority and job description.

K. LEAVES OF ABSENCE:

Application for emergency leave and extensions of leave may be made at the nearest Company office subject to foreman's approval.

SUPPLEMENTSL AGREEMENT #2

Quality of Field Pack Workmanship

January 31, 1976

A. The Union and Company agree that the quality of field packed produce harvested and shipped by Sun Harvest, Inc. is of paramount importance to the well-being of the Company and the Union.

The reputation of Sun Harvest, Inc. as a grower-shipper is dependent on the quality of its vegetable products, whereas the reputation of the United Farm Workers Union is dependent upon the quality of workmanship of its members.

B. The Union agrees that 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 field packed commodities. Such meetings will be repeated when the crews move to different geographic locations (Salinas, San Joaquin Valley and Imperial Valley). 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 Company "Quality Control" programs.

Ranch Committee members will be compensated at their regular rate of pay for time spent when requested by the Company to attend meetings or talk with crews during normal working hours.

C. The Company 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, and will be communicated to the Union and all harvesting workers.

Objective information on the quality of Sun Harvest, Inc. products and the quality of workmanship of field packing crews will be maintained by Company on a current basis.

This information will be made available to the Union and the workers at appropriate intervals.

Company management members including the President of Sun Harvest, Inc. 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.

SUPPLEMENTAL AGREEMENT #3

ARIZONA

January 31, 1976

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

ARTICLE 1 - RECOGNITION

Article 1 - Recognition - of the Master Agreement shall not apply and the following Article shall apply in place of the Master Agreement Article:

Section 1.

A. The Company does hereby recognize the Union as the sole labor organization representing all agricultural employees employed by the Company in the State of Arizona (herein called "workers")

and recognizes and agrees to treat and negotiate, with the Union as the sole and exclusive bargaining agent for and on behalf of such workers. The term "worker" shall not include clerical and sales employees, employees covered by existing union agreements, security employees, and supervisory employees who have the authority to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward or discipline other workers or the responsibility to direct them or adjust their grievances, or effectively recommend such action, if, in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature but requires the use of independent judgment.

B. With regard to existing union agreements, Union does not waive the right to challenge such agreements, and asserts the applicability of California law. Should such agreements be declared invalid the Supplemental Agreement regarding recognition shall apply.

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 all covered workers.

Section 2.

Neither the Company or its representatives will take any action to disparage, denigrate or subvert the Union. Neither the Union nor its representatives will take any action to disparage, denigrate or subvert the Company.

Section 3.

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.

Section 4.

The Company will make known to all workers, supervisors, and officers its policies and commitments as set forth above with respect to recognition of the Union and will encourage employees in the bargaining unit to give utmost consideration to supporting and participating in collective bargaining and contract administration functions.

ARTICLE 2 - UNION SECURITY

Article 2 - Union Security - of the Master Agreement shall not apply and the following Article shall replace the Master Agreement Article of the same title:

Section 1.

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

Section 2.

The Company agrees to deduct from each workers' pay initiation fees, all periodic dues, 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 workers' pay for the payroll period in which it is submitted, provided that it is submitted in advance of the close of the pay period, and periodically thereafter as specified on authorizations so long as such authorization is in effect and shall remit monies weekly. The Company shall provide a monthly summary report as soon as possible, but not later than the twentieth (20th) day

of the month following the ending date of the previous month's pay period containing the names of the workers, social security numbers, payroll employees covered, gross wages, total hours worked per worker, total number of workers and amount of union dues deducted during such pay period from each worker. The 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.

Section 3.

The Union shall indemnify and hold the Company harmless from 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.

Section 4.

The Union asserts that the provisions of the Arizona State Law commonly known as "The Right to Work Bill" is unconstitutional and invalid. Should this law be repealed or held invalid, the Union Security Clause of the Master Agreement referred to above shall apply in place of this Article.

BUSING AND TRAVEL PAY

The Company agrees to provide bus transportation in accordance with past practices for lettuce ground crews and machine wrap crews:

A. For lettuce ground crews up to two (2) buses from Calexico and up to one (1) bus from San Luis to the Yuma Valley.

B. For lettuce machine wrap crews up to six (6) buses from Calexico and up to four (4) buses from San Luis to the Yuma Valley.

However, a maximum of four (4) buses will be provided from Calexico for lettuce machine wrap crews when labor contractors are not used for machine crews in Yuma Valley.

Priority for busing space will be given seniority employees who are following the machines.

For the purpose of travel pay to the Wellton-Tacna area, Yuma, Arizona is considered the pick up point.

The Company agrees to pay one-half (1/2) hour travel pay each way for travel between San Luis, Arizona and the Imperial Valley and one-half (1/2) hour each way for travel between Yuma, Arizona and the Tacna-Wellton area.

So long as this busing from Calexico for ground crews continues, no camp need be maintained for the Yuma Valley.

SUPPLEMENTAL AGREEMENT #4

February 23, 1977

A. CELERY GROUND CREW

1. In order to be competitive with other companies in the celery industry it is necessary that Sun Harvest, Inc. be able to sleeve celery in the field. The Union and the Company agree to full cooperation in the development of a field sleeving operation and appropriate wage rate.

2. Quality of Workmanship:

The Union and the Company reaffirm that the quality of field packed produce shipped by Sun Harvest, Inc. is of paramount importance to the wellbeing of the Company and the Union.

The Union reaffirms its pledge to do everything within its power to encourage high quality workmanship standards on the part of its

members, and enlist their cooperation with Company "Quality Control" programs.

Crew members agree to work as a team in the cutting and packing of celery, and to work at speeds that will assure quality workmanship.

Our customers judge the quality of each crate of celery according to the following factors:

1. Short trim
2. Uniformity of size
3. Opening appearance - facing
4. Visible defects such as decay or yellow leaves
5. Mechanical damage
6. Proper closing of crates
7. Careful handling of crates

Each crew member will pay particular attention to these critical points in order to make Sun Harvest, Inc. second to none in quality.

It is understood that discussion of problems and grievances will be scheduled separately and not related to discussion on quality.

3. The workers as well as the Ranch Committee recognize the Company policy concerning the drinking of alcoholic beverages in the field and will, to the best of their ability, cooperate with said policy.

B. LETTUCE GROUND CREWS:

1. It is agreed that the Company has the right to establish work schedules within the time limits provided in the contract. Crew members refusing to work the working time schedule established by the Company, or leaving the field before the end of the scheduled work time, may be subject to disciplinary action. This does not apply to illness

or personal emergencies on the part of individual crew-members. Workers may utilize the grievance procedure in connection with any disciplinary action.

2. Crews shall work on Saturdays as scheduled by the Company. Saturday work will be kept to a minimum as far as possible.

It is understood that the provisions of paragraphs 1 and 2 are not meant to change existing work practices. The Union as well as the workers, however, will give utmost consideration in cooperating with the Company in solving work schedule problems.

SUBSTITUTE LOADERS

3. The Company shall prepare a list of ground crew workers who are able and willing to act as substitute loaders. The Company shall prepare a second list of loaders from the machine crews for the same purpose.

In the event sufficient loaders are not interested in working as relief ground crew loaders then as new ground crew workers are required, labor orders will be placed for combination packer/cutter-loaders, who will be designated to work as relief loaders when needed.

It is understood that relief loaders are temporary replacements and will return to their regular work when regular loaders return.

The Union agrees that in the event of emergencies the Company has the right to assign loaders to ground crews without going through the hiring hall as long as individual seniority is not violated. This will be explained to ground crew committeemen and stewards of the Union.

4. The Company agrees to provide necessary and adequate "V" boards to do the job as soon as possible.

5. The workers as well as the Ranch Committee recognize the Company policy concerning the drinking of alcoholic beverages in the field and will, to the best of their ability, cooperate with said policy.

6. The lettuce ground crews agree to do second cutting fields in accordance with the Company's past system operation.

The term "second cutting" refers to multiple cuttings and is not to be taken literally as meaning second cutting only.

7. Lettuce ground crews shall be governed by the Quality of Pack supplemental agreement signed this date.

8. In the event of questions or disputes concerning working schedules, Saturday work, light cutting fields, quality of workmanship, etc., the crews will perform their work in accordance with the contract and refer any questions or problems to the grievance committee.

9. All workers shall be regular in attendance and advise their foreman in advance when they are unable to report for work. If crew members are unable to reach their foreman, they may leave a message with the closest Company office for relaying to the foreman.

C. HOURLY WORKERS

1. The Union agrees to cooperate in every way possible and to do its best to encourage the workers in all hourly paid classifications to maintain productivity rates in order to give the Company a full day's work for a full day's pay.

2. Twenty-four hour irrigation shifts:

It is understood by both parties that the Company is agreeable to continuing the twenty-four (24) hour irrigation shifts in the Imperial Valley for the duration of the master agreement, provided State of California labor orders do not place work restrictions or overtime premium payments on such shifts.

Should, however, state labor orders place work restrictions or premium overtime rates on irrigation workers, it is agreed that the twenty four (24) hour shifts may be discontinued.

3. The workers as well as the Ranch Committee Recognize the Company policy concerning the drinking of alcoholic beverages in the field and will, to the best of their ability, cooperate with said policy.

D. BUS TRANSPORTATION AND TRAVEL PAY:

1. The Company agrees to follow past practices with regard to providing bus transportation for lettuce ground crews, machine wrap crews, and thinning crews.

A. For lettuce ground crews - buses as required from Calexico and from San Luis to the Yuma Valley.

B. For lettuce machine wrap crews - buses as required from Calexico and San Luis to the Yuma Valley and up to 12) from San Luis to Colexico.

Priority for bussing space will be given seniority employees who are following the machines.

For the purpose of travel pay to the Wellton-Tacna area, Yuma, Arizona is considered the pickup point.

The Company agrees to continue to provide bus transportation for thinning crews from San Luis, Arizona to the Yuma Valley and the Wellton-Tacna area as in the past.

C. The Company agrees to continue to provide transportation for lettuce ground crews and wrap machine crews from Salinas to King City as in the past.

D. The Company agrees to the concept of forming a ground crew of workers living in the San Luis area.

ground crew cutter-packer. Once a worker has made a lateral move out of one job or crop operation into another and has acquired seniority in the new job or crop operation, he would be eligible for first preference in making the upward moves within a job or crop operation as described in (2) above. A worker may make a lateral move while he is actively employed within another job or crop operation within the Company or while he is on layoff status in his own job classification.

(4) A move made to establish seniority in a job or crop operation in an area of the Company's operations where the worker does not have seniority. For example, a lettuce ground crew closer with area seniority only in Salinas fills a vacancy as a lettuce cutter-packer in the Imperial Valley operation; or a celery loader with area seniority only in Oxnard fills a vacancy as a celery cutter in Salinas. (PENDING: The order of preference for filling vacancies in those Companies where separate seniority areas have been established.)

1. POSTING PROCEDURE AND WAITING LISTS

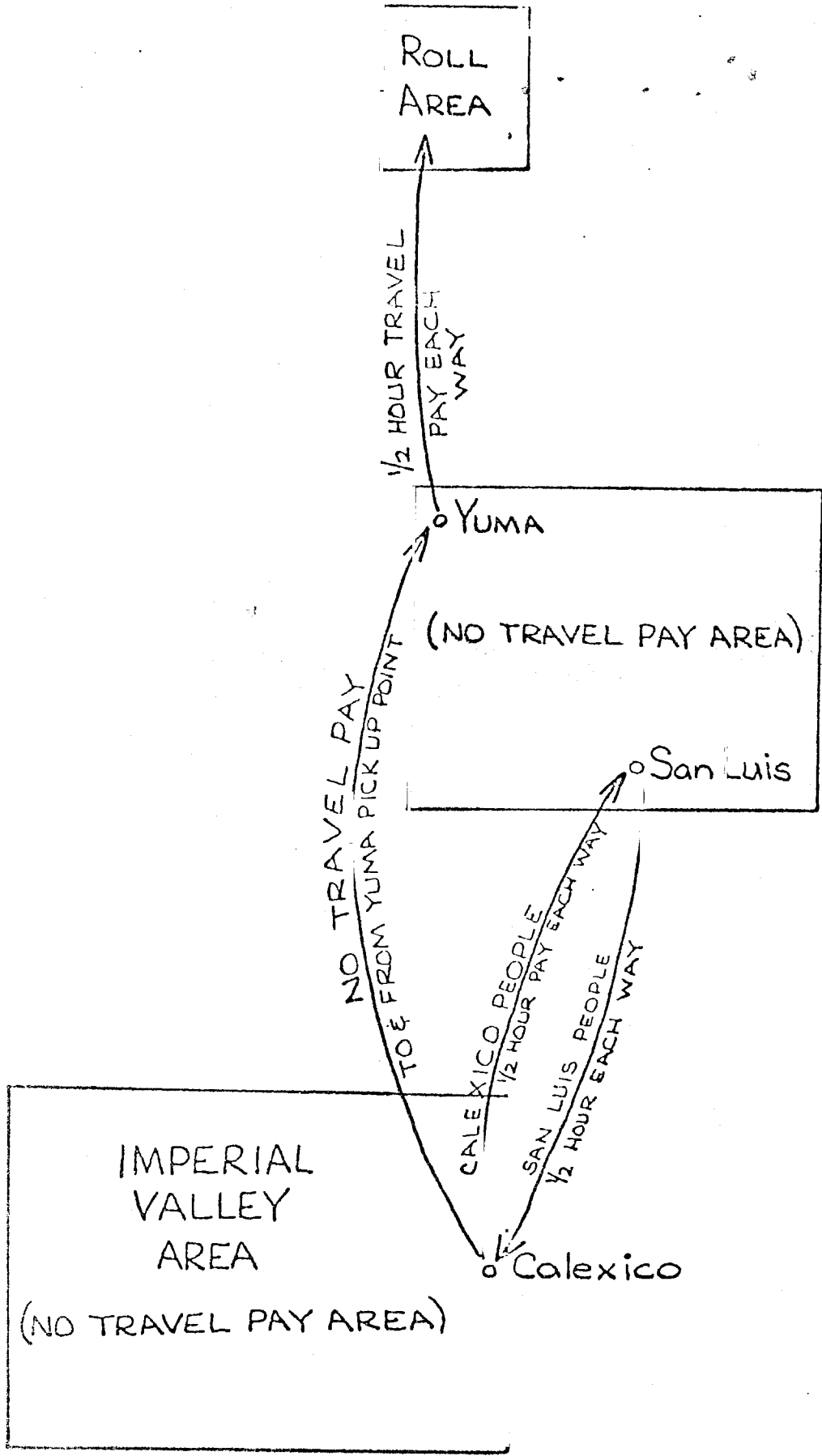
A. The specific procedure for posting and filling a permanent vacancy in an hourly paid job with a rate higher than general labor, as in the examples described in (1) on page 16., is set forth in Article 4 of this Agreement. The first preference for bidding on vacancies in the tractor driver and irrigator classifications shall be given to workers within those classifications before the bidding is open Company-wide.

Salinas - Watsonville
Area

• Salinas

• King City

Salinas - King City
($\frac{1}{2}$ HOUR TRAVEL PAY EACH WAY)



o SCOTTSDALE

o PHOENIX

(NO TRAVEL PAY AREA)

E. QUALITY OF FIELD PACK WORKMANSHIP:

The Union and the Company reaffirm that the quality of field packed produce harvested and shipped by SUN HARVEST, INC. is of paramount importance to the well-being of the Company and the Union.

Upon the signing of the revised wage addendum, the Union reaffirms its pledge to do everything in its power to encourage high quality workmanship standards on the part of its members, and enlist their cooperation with Company "Quality Control" programs.

The Company reaffirms its pledge to develop consistent workmanship standards for a high quality pack, and communicate these standards to all harvesting supervisory group and all harvesting workers.

Our customers judge each carton of lettuce by its opening appearance. They look for the following evidence of good workmanship.

1. Alignment of heads.
2. Uniformity of size
3. Trim (an entire load may be rejected if they observe close trim)
4. Firmness (they reject soft heads)
5. Mechanical damage
6. Visible defects such as decay.

Crews agree to work at speeds that will assure that only salable heads of lettuce will be cut and packed. Each crew member will pay particular attention to the critical points above.

Workmanship will be the same for all labels, premium or volume labels. The opening appearance will be the same; the only difference being in the quality of the lettuce itself.

The workers and the Company want to have the best quality products and the best pack in the industry; we want to be second to

none. It is understood that in order to achieve this goal it will be necessary for lettuce fields to be harvested at the proper time and packed with the proper lable. Both the workers and the Company agree that this will require cutting heads of the necessary quality.

It is understood that discussions of problems and grievances will be scheduled separately and not related to discussions of quality.

"Work with Dignity" should be more than a slogan; it will be a commitment on the part of the Company and the Union. The workers will have dignity and pride--pride in their workmanship so that Superior Quality and Pack will be synonymous with the proeucts packed by Sun Harvest, Inc.

SUPPLEMENTAL AGREEMENT #5

September 4, 1979

A. EQUIPMENT OPERATORS:

1. Tractor "A" includes the operation of caterpillars, D-5 or larger, and the trailer puller in the machine tomato harvest.

B. IRRIGATION:

1. The Company will continue its past practice with regard to 24-hour shifts in the Imperial Valley-Tacna areas.

C. GENERAL LABOR:

Thin and Hoe: There shall be no doubling up of workers in a row. Each worker shall work his or her own row.

cauliflower cutting: Company agrees to rotate positions next to the wheel.

D. LETTUCE GROUND CREWS:

1. The Company will continue its past practice of paying each waterboy two (2) extra hours' pay each day of work.

2. All closing guns shall be in good condition; there shall be extra guns available to each crew.

3. The stitcher shall be instructed to make the boxes as close to the crew as possible.

E. CELERY GROUND CREWS:

All closing guns shall be kept in good condition. There shall be extra guns available to each crew.

F. CANNERY TOMATOES:

1. The Company will continue its past practice of paying each forelady one (1) extra hour of pay each day of work.

G. STRAWBERRIES:

1. The rates of the fresh market flats are based on a standard fresh market flat now used and accepted by the industry, commonly known as a twelve (12) pint flat.

2. The rates of the freezer flats are based on eighteen (18) pounds of fruit per flat.

These supplemental agreements are executed this 21 day of
September, 1979.

FOR: UNITED FARM WORKERS OF AMERICA

FOR: SUN HARVEST, INC.

~~Enrique Gomez~~
~~Manuel Lopez~~
Jose Morales
Hebrán Silva R.
Luis A. Valdez
Ludovico R. Sierra
Manuel L. Valle
Selma Lopez
Joaquín R. Valdez
Fidel R. Valdez
Luis J. Canales
Rigoberto C. Sanchez
Miguel J. Medina
Santiago Castillo
Abel Sanchez

Carl S. Maggio
~~R. M. Camp~~
~~W. H. ...~~

