COLLECTIVE AGREEMENT
BETWEEN
MONTEREY MUSHROOMS INC.
AND
THE UNITED FARM WORKERS
OF
AMERICA AFL-CIO
OCTOBER 7, 2001 – OCTOBER 7, 2006
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1. RECOGNITION

A. Parties to Contract

1.A.1. This Collective Bargaining Agreement and certain specified Supplemental
Agreements are between the parties whose names appear on the signature page hereof under
the designation of Monterey Mushrooms, Inc. Morgan Hill ("Company" herein) and the
United Farm Workers of America, AFL-CIO, ("Union" herein), and said Collective
Bargaining Agreement and certain specified Supplemental Agreements shall operate for the
purpose of establishing uniform wages, hours, and working conditions as hereinafter defined.

1.A.2. The Company recognizes the Union as the sole and exclusive bargaining
representative for all of its agricultural employees in the unit certified by the Agricultural
Labor Relations Board (ALRB) in Case No. 80-RC-66-SAL.

1.A.3. The Company further recognizes the rights and obligations of the Union to negotiate
wages, hours, and conditions of employment and to administer this Agreement on behalf of
covered employees.

B. Coverage of Contract

1.B.1. It is understood by the Company and the Union that, in the event that additional
facilities in California are opened or taken over and operated by the Company, the parties
may, by mutual agreement, extend the coverage of this Agreement to include the appropriate
bargaining unit employees at such facilities in California.

1.B.2. The term "worker" shall not include office and sales employees, professional and
technical 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 judgement.

1.B.3. The parties agree that the term "technical employees" includes the following job
classifications:
   Grower
   Laboratory Technician
   Research Assistant
   Control Technician Specialist

1.B.4. If the parties do not agree on this issue, either party may petition the ALRB to clarify
the bargaining unit and resolve the dispute. In the event the ALRB finds the employees at
such after-acquired facilities to be an accretion to the existing unit, such additional
employees shall be covered by the terms of this Agreement.

C. Assignability of Contract

1.C.1. This Agreement shall be binding upon the parties hereto, their successors, and assigns.
In the event an operation is sold, leased, transferred or taken over by sale, transfer, lease,
assignment, receivership, or bankruptcy, such operation shall continue to be subject to the
terms and conditions of this Agreement for the life thereof. The Company shall give notice
of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc., of the operation covered by this agreement or any part hereof. Such notice shall be in writing, with a copy to the Union, at the time of the activity as herein described occurs.

1.C.2. The Union shall be notified as soon as practical before the sale or transfer of the business and ownership of the Company.

2. UNION SECURITY

A. Union Shop

2.A.1 Union membership shall be a condition of employment. Each employee 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.

2.A.2. The Company will advise new employees 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.

B. Union Membership Requirement

2.B.1. The Union shall be the sole judge of the good standing of its members.

2.B.2. Except for non-payment of dues, the Union agrees that it will not seek the discharge of any employee who is determined to be not in good standing. It is understood that C.P.D. Holiday pay is considered as dues. This provision in no way limits the Union’s right to fine its members.

C. Penalty for Failure to Maintain Union Membership

2.C.1. Any employee who fails to become a member of the Union within the time limit set forth herein, or who fails to pay the required initiation fee, periodic dues or regularly authorized assessments as prescribed by the Union or who has determined to be in bad standing by the Union pursuant to the provisions of the Union’s constitution, shall be immediately discharged upon written notice from the Union to the Company of the employee’s good standing statues.

D. Items and Amount Subject to Check-Off

2.D.1. Company agrees to deduct from each employees’ pay initiation fees, all periodic dues, and assessments as required by Union and uniformly applied, upon presentation by the Union of individual authorization signed by employees, directing Company to make such deductions. Company shall make such deductions from employee’s pay for the payroll period in which it is submitted, provided that it is submitted in advance of the close of the pay period, and periodically thereafter as specified on authorization as long as such authorization is in effect.

2.D.2. It is understood that fines are not subject to the check-off provisions of this Agreement.
2.D.3. The first Sunday in June of each year shall be designated as a paid holiday called Citizenship Participation Day. Employees qualifying for holiday pay as outlined above, shall receive such holiday pay on Citizenship Day, which pay shall be in addition to any due to the employee if he/she is required to work on Citizenship Participation Day. Upon receipt of proper written authorization from the employee, the Company shall deduct such holiday pay from employee’s wages and remit such sum to the Rufino Contreras Fund (Citizenship Committee) of the United Farm Workers of America, AFL-CIO, for allocation as designated by the employee. In the event any employee works on Citizenship Participation Day, the Company shall not deduct any pay due him for working on such day.

E. Check off Authorizations

2.E.1. Union will furnish the forms to be used for authorization.

2.E.2. The Company shall furnish employees’ membership applications and dues check off authorization forms as provided by the Union.

F. Administration of Check-off

2.F.1. Union will notify the Company in writing of dues, assessments and initiation fees within fifteen (15) days of the execution of this Agreement and ten (10) days before the effective date of any change.

2.F.2. Withheld dues are to be submitted weekly.

G. Check off Liability Protection

2.G.1. 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.

2.G.2. The Union shall indemnify and hold the Company harmless from and against any and all claims, demands, suits or other form of liability which may arise out of or by reasons of actions taken by the Company for purpose of compliance with this Article as it applies to Rufino Contreras Day.

3. HIRING – NEW EMPLOYEES

A. Hiring

3.A.1. The provisions of this Agreement notwithstanding, the Company reserves the right to secure employees from any source it chooses.

3.A.2. The company further agrees that, during the life of the Agreement it will utilize the Hiring Hall to fill 100% of the Bargaining Unit job openings.

B. Union Referral of Job Applicants

3.B.1. The Union shall operate and maintain a facility whereby Company shall secure new or additional workers. The Union will notify Company of the address and phone number of the facility nearest the operation of the Company and the name of the person in charge of the facility.
3.B.2. In the event new or additional employees are needed to perform work covered by the Agreement, the Company shall notify the Union facility designated in Section 3.B.1. of this number of employees needed, the type of work to be performed, the date the employees are needed, and whether the work is temporary or permanent. The Union shall be given forty-eight (48) hours notice or as far in advance as possible.

3.B.3. When workers are requested of the Union, the Union shall use its best efforts to furnish the requested number of workers. If the Union does not furnish the requested number of employees on the date requested, the Company shall be free to procure needed employees not furnished by the Union from any other source.

3.B.4. If the Company secures employees 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 of hire and job classifications of all employees so hired, provided, however, that the Union shall be entitled, acting on its own, to ascertain such information from such employees at any time after twenty-four (24) hours following the hiring of such employees, provided, further, that work in not interrupted.

3.B.5. When Company requests workers from the Union facility for jobs which require skills or experience (such as equipment operators and maintenance personnel), the Union will refer workers who meet the job requirements.

C. Status of Probationary Workers

3.C.1. The provisions of this Agreement notwithstanding, it is understood and agreed by the parties that a probationary period is thirty (30) calendar days. During which time they may be dismissed without further recourse.

3.C.2. Before the Company makes a determination that a referred employee does not meet the job requirements, the Supervisor will fully explain the job duties and requirements and give the employee a reasonable time to meet the job requirements.

3.C.3. Probationary employees and part-time employees have no seniority rights.

3.C.4. The parties to the contract hereby acknowledge that probationary employees are covered by 12.G.2.

D. Status of Temporary Workers

3.D.1. In the event that it is necessary to lay off employees before they acquire seniority, it is understood that if such employees are referred or dispatched by the Union to the employer from which they are laid off, that such employees will be given work opportunity by the Company on the same basis as any other non-seniority employee.

4. SENIORITY

A. Definition

4.A.1. Seniority in General

Seniority shall be defined as the total length of continuous service with the Company since the last date of hire.

B. Scope of Seniority Unit
4.B.1. Company seniority is defined as the employee's total length of continuous service with the Company from his last date of hire.

4.B.2. Job classification seniority is defined as the employee’s total length of service within a job classification. Job Classification seniority shall begin on the employee’s first day of permanent entry into a specific job classification. Credit will be given for the period of time that an employee spent in the classification on a temporary basis immediately preceding the permanent assignment on the job.

C. Seniority Dates

4.C.1. After completing the probationary period, the employee’s seniority shall date from the first day of employment.

4.C.2. Employees hired for temporary or seasonal work such as vacation relief or a special project will not acquire seniority standing unless they are retained after the end of the temporary job, in which event seniority will be retroactive to the date of last continuous employment. Such temporary or seasonal employees who are retained must complete the probationary period, after which seniority is retroactive to date of last continuous employment.

D. Effect of Interruptions in Employment

4.D.1. The seniority of an employee terminates if the employee:

   a. Is discharged for just cause.
   b. Is laid off for twelve (12) consecutive months or longer.
   c. Either fails to timely report for work as scheduled (or extended) at the end of a leave of absence.
   d. Fails to timely report under the recall provisions of this Agreement. (It is understood that any termination under this sub-section will only take place after the employee has failed to report to work or call in for three (3) consecutive days.)

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

E. Effect of Transfer

4.E.1. The seniority of an employee terminates if the employee:

   a. Leaves the bargaining unit to accept a supervisory or other position with the Company.

F. Seniority Lists

4.F.1. The Company shall maintain a master list of all employees in seniority order which shall be numbered and shall include the employee’s name.

4.F.2. The Company and the Union agree to meet and discuss the accuracy of all seniority lists prepared pursuant to this Article upon the execution of this Agreement.
4.F.3. The Company will provide to the Union, on a monthly basis, a list of employees by name, Social Security number, seniority date and job classification, who broke seniority during the prior month, pursuant to this Section.

4.F.4. The Union will have ten (10) working days from the date upon which posting is completed in which to grieve the accuracy of the list thereafter, the list shall be final and binding; provided, however, that an employee who is not on the Company payroll due to layoff, vacation, sick leave or leave of absence during the ten (10) working day period shall have ten (10) days to file a grievance upon discover thereof. The Company shall not be liable for any losses which result from errors on the seniority list and which occur prior to the time the Company receives notice of such discovery; provided that discovery was not delayed by the Company’s failure to submit the lists in accordance with Section 21.06. If a dispute, with respect to seniority, is not resolved by the end of the two-week posting period described above, the dispute shall be subject to the grievance and arbitration procedure.

5. LAYOFF, REHIRING, WORKSHARING

A. Selection of Workers for layoff

5.A.1. Layoffs and recalls shall be in the order of job classification seniority. Whenever there is a layoff in a job classification, layoffs shall be by seniority within the classification; the employee with the lowest seniority will be laid off first. Provided however that the employees laid off pursuant to the is provision shall be assigned in accordance with the Company seniority to any available (vacant) job for which they are qualified.

B. Notice of Layoff and Layoff Pay

5.B.1. The Company will notify the Union in writing of all layoffs, not less than seven (7) days prior to layoff, or as soon as possible, and will furnish the Union with a list of those employees prior to layoff.

C. Order of Rehiring after Layoff

5.C.1. Company recalls of seniority employees shall be pursuant to Article 4. Employees returning to work on recall shall check in with the Union Steward or other Union representative on the job site to verify the employee’s name is on the seniority list before commencing work.

5.C.2. Employees laid off for less than twelve (12) months will be recalled on the basis of plan- wide seniority, provided that they have the qualifications for the available work.

D. Notice of Recall and Response to Notice

5.D.1. Recall will be carried out by the Company sending notice, by certified mail to the employee’s last known address.

5.D.2. Upon receipt of such notice the employee must report to work within five (5) calendar days. The employee has the responsibility of keeping the Company informed of the employee’s current address.
5.D.3. The seniority of an employee terminates if the employee fails to timely report under the recall provisions of this agreement. It is understood that any termination under this subsection will only take place after the employee has failed to report to work or call in for three (3) consecutive days.

6. PROMOTIONS & TRANSFERS

A. Posting and Bidding

6.A.1. The following procedure will be followed in filling openings for jobs other than maintenance jobs above the Mechanic’s Helper classification and Truck Drivers.

6.A.2. When a permanent job vacancy above the base rate is to be filled, the Company will post a conspicuous notice in the lunchrooms and by the time clocks showing the classification, shift, and number of vacancies in order to give all employees an opportunity to make a written application for the job to their immediate supervisor or to the Personnel Office.

6.A.3. Such posting shall remain on the bulletin board for five (5) consecutive work days. All applications must be received within the posting period in order to be eligible for consideration.

6.A.4. The posting period shall be extended for an additional 48 hours if the Company receives no qualified applicants during the initial posting.

6.A.5. Except for employee’s failure to qualify as per 6.C.1, an employee will be limited to four (4) job bids per calendar year.

B. Selection

6.B.1. In making promotions or transfers, and in filling vacancies or new jobs, the Company shall follow the principles of seniority.

The Principles of seniority shall be:

a. Employees who are capable of performing the job shall be offered the job, beginning with the highest Company seniority employee.

b. Should no one volunteer and should it be necessary to fill the job with seniority employees rather than new hires the employee with the least seniority shall be obligated to fill the job.

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

6.B.3. The vacancy shall be filled by selecting from the list of eligible bidders the most qualified as per 6.B.1. If the above procedure fails to furnish a qualified applicant (as per Section 6.B.1.) for the job, then other recourse will be used.

6.B.4. Promotion after entry into the Maintenance Department is based upon skills, seniority and ability. Beginning with the entrance job, Maintenance helper, the progression is as follows:

- Maintenance Helper
- Maintenance C
- Maintenance B
C. **Trial Periods**

6.C.1. An employee who fails to qualify on the job awarded, after a 30-day training period, will be returned to his former job.

D. **Special Transfers**

6.D.1. For valid personal reasons an employee may be permitted to change crews, provided the appropriate arrangements can be made.

E. **Supervision of Family Members**

6.E.1. There shall be no foreperson or supervisor supervising or assigning work for a crew where members of the immediate family are working. For purposes of this section immediate family shall be defined as one’s spouse, siblings, parents, and or children.

7. **TRAINING AND APPRENTICESHIP**

A. **Provisions For Training Program**

7.A.1. The Company will maintain an active training program within each department.

7.A.2. The nature of the training will not interfere with the department’s normal operations. Provided, however, that “Normal Operations” will not be used to circumvent the Active Training Program.

B. **Selection and Progression of Trainees**

7.B.1. The most senior employee within the department will be eligible to be trained for higher-level positions within that department.

C. **Administration of Training Program**

7.C.1. The department Manager will administer the training program to insure that there is at least, one trained employee to fill higher rated department positions.
8. GRIEVANCE & ARBITRATION

A. Scope of Grievance Procedure

8.A.1. 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 dispute arising under this Agreement and no other remedies shall be utilized by any person with respect to any dispute involving this Agreement.

8.A.2. Grievances relating to this paragraph shall be subject to the expedited grievance and arbitration procedure.

8.A.3. Discharges shall be subject to the procedures of Article 10, Discipline and Discharge, Resignation.

8.A.4. Grievances arising from the application of “Article 13 Section-D”. Shall be subject to Article 8: Grievance and Arbitration.

B. General Grievance Procedure

8.B.1. All Grievances dropped by either party prior to an arbitration hearing shall be considered as withdrawn without prejudice to either parties’ position on a similar matter in the future.

C. Steps of Grievance Procedure

8.C.1. All Grievances will be processed through a 3-step grievance procedure.

First Step: Company Supervisor and Union Steward will attempt to resolve grievance. They shall use their best efforts to resolve the grievance.

Second Step: Meeting between the Union Grievance Committee and the Company representative delegated to resolve such matters. A union representative may fully participate in the grievance meeting.

Third Step: Arbitration.

C. Grievance Time Limits

8.D.1. First Step: An aggrieved employee, with or without the Union Steward or other Union Representative present, may discuss the problem with the employee’s immediate supervisor, should the problem remain unresolved, it shall be handled in the accordance with the following procedure.

8.D.2. Any grievance arising under this Agreement shall be immediately taken up between the company supervisor involved and the Union Steward. In the event that it is clearly futile to pursue the grievance at the First Step, this step may be by-passed and the Second Step procedure entered into directly.
8.D.3. **Second Step:** 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 within fourteen (14) working days of the occurrence of the grievance or the discovery thereof. Of these fourteen (14), two (2) work days are allotted within which time the crew steward and the Supervisor are to have the first step meeting; two (2) work days within which the Supervisor is to give a response to the crew Steward; and ten (10) work days within which the grievance is to be put into writing and submitted to the Company. The failure of the grieving party to file a grievance within the time limit is specified in this paragraph shall waive the grievance.

8.D.4. Any grievance not resolved in the First Step shall be discussed in a meeting between the grievance committee and the Company representative(s) delegated to resolve such matters no later than five (5) work days after the filing of the grievance. If the grievance is not satisfactorily resolved in such a meeting, the party receiving the grievance shall give a written response to the other regarding its position including reasons for denial within ten (10) working days from the close of the Second Step meeting. If the party receiving the grievance fails to respond within ten (10) working 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.

8.D.5. **Third Party’s Step:** If the grieving party is not satisfied with the written response, it must file a written notice to the other party within thirty (30) work days from the receipt of its 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.

8.D.6. **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 Employee. It is recognized that there are times and certain issues that may arise, wherein it is in the best interest for all concerned to have a resolution of the matter more quickly than provided in the above procedures.

8.D.7. Upon written request, a grievance involving hiring, Union security, discharge, seniority, health and safety, no strike/no lockout, leaves of absence may be referred to an expedited arbitration procedure. After such a grievance has been reduced to writing, the receiving party may request, and there shall be a Second step meeting within two (2) working days; and the responding party shall immediately provide the answer in writing if denied, setting forth the reasons for denial. The receiving 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 response of answer. If such a grievance is presented to the Arbitrator, it is agreed that it will take precedence, as to investigation, hearing date, and issuance of decision over any other case.

D. **Written Requirements**

8.E1. **First Step:** None

8.E2. **Second Step:** Included in the written grievance to be filed shall be the following information: Section(s) of the contract alleged to be violated, Actions claimed to have violated the contract, Remedies sought, Grievants involved in grievance.
8.E.3. Written Response to the Second Step Meeting: Such written response to the second step meeting shall include the receiving party’s position on the grievance including reason for denial.

8.E.4 Third Step: Written notice to appeal to Arbitration – written notice to appeal shall advise that the grieving party is referring the grievance to arbitration.

E. Pay and Time Allowances

8.F.1 The Company agrees to cooperate to make Union Stewards available to employees wishing to submit a grievance and to make the grievance committee of the Union available to perform their functions under this Agreement.

8.F.2. Additionally, the Union President shall be permitted such time as is necessary to investigate the grievances and discuss them with the Plant Manager or his designated representative. During such discussions, the President shall remain on the clock.

G. Scope of Arbitration

8.G.1. The Arbitrator shall consider and decide the grievance referred to him.

8.G.2. 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 obligations or liabilities of either party under the Collective Bargaining Agreement.

H. Selection of the Arbitrator

8.H.1. The parties will agree upon two (2) panels of seven (7) Arbitrators each. A written request for the two (2) panels will be made to the Federal Mediation and Conciliation Service. Each time thereafter at which one of the panels is used, a new request for a replacement panel shall be made to the Federal Mediation and Conciliation Service. This new panel shall be placed third on the list. A list of two (2) panels shall be kept at all times.

8.H.2. Within seven (7) days after the grievance is referred to arbitration, the parties shall meet to select an Arbitrator from the first Panel. If the parties cannot agree upon the selection of an Arbitrator, then they shall turn to the next panel on the list. The party to strike first shall be selected by a coin toss. This party shall strike the first name from the list. The name remaining after each party has struck three (3) names shall be the person designated as Arbitrator for the case.

I. Limitations of Arbitrators Powers

8.I.1. The Arbitrator shall not have the authority or jurisdiction to modify, add to, detract from, or alter any provisions of this Agreement. Within that limitation, among other things, he shall have the 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 parities within the terms of the Agreement.

J. Arbitration Rules and Procedures

8.J.1. The Arbitrator may make a field examination in any case he deems advisable.
8.J.2. 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 close of the hearing.

8.J.3. Upon mutual agreement more than one grievance can be presented to an Arbitrator. In cases where more than one grievance is referred to arbitration, the Arbitrator may hold consecutive hearings to expedite the process.

8.J.4. The decision of the Arbitrator shall be binding on the Company, the Union and the workers.

K. Arbitration Expenses

8.K.1. All expenses and salaries of the Arbitrator shall be borne by the losing party. If any questions remains as to which is the losing party, the Arbitrator deciding the case shall have all authority to designate the percentage of cost to be borne by each of the parties. Each party shall pay the cost of presenting its own case.

9. STRIKES & LOCKOUTS

A. Unconditional Strike Pledges

9.A.1 There shall be no strike, including sympathy strike, work stoppage, slowdown, and interruption of work or impeding of work by the Union, during the terms of this agreement or any extension thereof.

B. Picketing, Struck Work, Sympathy Strikes

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

C. Lockouts

9.C.1 There shall be no lockouts by the company, during the terms of these agreements or any extension thereof.

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

9. DISCHARGE, DISCIPLINE, RESIGNATION

A. Causes for Discharge

10.A.1. The Company shall have the right to discipline and discharge workers for just cause, providing that, in the exercise of this right, it will not act in violation of this Agreement. No worker shall be disciplined or discharged except for just cause.

10.A.2. Individual performance in relation to piece-rate or incentive plan, shall not be conclusive evidence for the purpose of disciplining or discharging a worker. However, this is not to be construed in any way to abridge the employer’s right to take necessary corrective
action, including, but not limited to, discipline for substandard or unsatisfactory work. Moreover, this paragraph in no way limits the employer’s right to establish both quality and production standards.

B. Discharge Procedure

10.B.1. Written warnings shall be issued within forty-eight (48) hours of the incident giving rise to the warnings unless the incident occurs on a Friday, Saturday, or Sunday; in which case the warning shall be issued at the end of the employee's shift on Tuesday following the incident.

10.B.2. The Company shall provide the Union copies of said warning by placing a copy of said warnings in a box designated of said purpose in the Personnel Office and by mailing a copy of said warning to the appropriate field office.

10.B.3. The Company shall notify the Union Steward or representative prior to any investigatory interview of an employee which might reasonably result in disciplinary action and, upon request of the employee, the Union Steward or representative, shall have the right to be present during these interviews if they so desire. The Union Steward or representative shall remain on the clock during such interview, but the employee shall be off the clock and the interview shall terminate at the discretion of the Company.

10.B.4. The Company shall notify the Union Steward or representative when employees are instructed to clock-out pursuant to disciplinary action. The Company shall make every effort to notify the Union Steward or representative prior to said action. The Union Steward shall be notified by the Company prior to the receipt by the employee of the written disciplinary suspension or discharge and said Union Steward or representative shall have the right to be present when the employee receives said written disciplinary suspension or discharge, if they so desire. The Union Steward or representative shall remain on the clock when present during the issuance of said disciplinary suspension or discharge, but the employee shall be off the clock and the meeting shall terminate when the employee receives said discipline.

10.B.5. Within three (3) working days of any discharge or disciplinary suspension for just cause, the Company will notify the Union in writing of the reasons for said discharge, unless the Union Steward or representative was present during discharge or disciplinary suspension for just cause, and received a copy of the discharge or the disciplinary notice. If the Union Steward or representative was present and/or received a copy of the discharge or disciplinary notice, this will serve as the written reasons for said discipline.

10.B.6. The Company will advise the Union in writing of the reasons for discharging a probationary employee, unless the Union Steward or representative was present during the discharge or disciplinary suspension for just cause, and received a copy of the discharge or disciplinary notice. If the Union Steward or Representative was present and/or received a copy of the discharge or disciplinary notice, this will serve as the written reasons for said discipline.

10.B.7. The Union Steward or representative shall have the right to interview employees in private while investigating the facts surrounding the situation described above in Sections 10.B.3 and 10.B.4. It is understood that in these meetings both the Union Steward or representative and the employee shall be on the clock, but for no longer than 15 minutes.
C. Discipline

10.C.1 Attendance and tardiness records shall be retained for no longer than six (6) months from the date of the attendance or tardiness discrepancy. With respect to other discipline, the Company agrees that no employee shall be disciplined solely because of a written warning which was received more than six (6) months prior to the new incident.

10.C.2 The Company recognizes that employees should not be disciplined more severely because of old and irrelevant warnings. However, an obvious pattern of disciplinary notices for the same infraction may be taken into account in the progressive discipline process. However, this article shall be in accordance with the Article 10.C.1.

10.C.3 The Union recognizes the Company’s right to discipline frequent or habitual offenders.

LEAVES OF ABSENCE

A.
11.A.1 All leaves of absence other than those in paragraph 11.E.2 and 11.E.3 shall be in writing with a copy provided to the employee requesting the leave.

B.
11.B.1 Upon two (2) weeks written notice employees shall be entitled to a leave of absence without pay for valid personal reasons, for a period of time not to exceed Sixty (60) days after 6 months continuous employment.

11.B.2 Employees requesting a Personal Leave of Absence for incarceration due to substance abuse and who voluntarily enter a treatment program may have their leave extended for up to 6 months.

11.B.3 It is understood that requests for personal leaves of absence may have to be limited at any one time, and, if necessary, requests will be granted on the basis of seniority and the length of time since a previous personal leave.

11.B.4 Leaves of absence may be extended by the Company for emergency reasons. The Company may require proof of the reason. The two (2) week notice requirement shall not apply in cases of emergencies.

11.B.5 The Company shall designate a management representative to receive said written leaves of absence requests in cases of emergencies which occur after hours.

11.B.6 Individuals returning from Personal Leaves prior to their scheduled day of return will be allowed to return to work. It is understood that all employees will plan and schedule their leaves so as to minimize early or late returns from leaves.

C.
11.C.1 The Company will grant employees a maximum of four (4) consecutive paid days and the time necessary to be absent from work due to the death of an immediate family member of the employee. Pay for the hourly rated workers under this article is equivalent to the regular straight time hours the employee’s crew would have worked during the employee’s absence. Pay for piece rate employees under this article is based on the
employee’s average daily earnings for the previous week. The term “immediate family” is defined to include the mother, father, brother, sister, spouse, child, mother-in-law, or father-in-law of the employee. This allowance is intended to compensate for time off from work. Thus, if an employee was not scheduled to work, there is no funeral allowance for time off on such days.

D.
11.D.1. Any non-probationary employee called for jury duty shall be reimbursed by the Company for the difference between jury fees and the wages the employee would otherwise have received. Pay for the hourly rated workers under this article is equivalent to the regular straight time hours the employee’s crew, would have worked during the employee’s absence. Pay for the piece rate workers under this article is based on the employee’s average daily earnings for the previous week.

11.D.2. To receive pay under this article, the employee must advise his/her immediate supervisor as soon as possible, but in no event later than two (2) workdays from the date the employee is summoned to appear, and must submit documentary evidence of jury duty attendance and of the amount of fees received for performing such service.

E.
11.E.1. Upon written request, an employee elected or appointed to an office in the Union will be granted a personal leave of absence for the duration of this Agreement or extension of this Agreement.

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

11.E.3. Such leaves of absence shall not automatically be extended to more than one employee per job classification or the equivalent thereof. It is understood that the Union may request more than the above and such requests shall be discussed and are subject to mutual agreement.

11.E.4. Such employees may continue their group insurance coverage by paying the full amount of monthly premium in advance.

F.
11.F.1. Unless covered by State Disability Insurance, employees who are absent due to illness for more than two (2) consecutive days shall receive sick pay at the rate of forty-five and no/100—Dollars ($45.00) per day, beginning with the third day, and continuing through the seventh day of the illness. In order to receive sick pay, the nature of the employee’s illness, and expected period of absence, must be reported to the Company during the illness, and a medical doctor’s verification must be returned. Maximum of five (5) paid sick days per contract year.

G.
11.G.1. Leaves of absence may be extended for medical reasons for up to two (2) years.

11.G.2. Provided satisfactory proof of the medical reasons is submitted to the Company.
11.G.3. Medical and Family Leave (FMLA)

In accordance with provisions of the Federal Family and Medical Leave Act (FMLA) and the California Family Right Act (CFRA) unpaid leaves of absence for the reasons specified in these laws shall be granted by the Company. Such Leave may consist of up to twelve (12) weeks of unpaid leave in a twelve (12) month period as such defined under law, provided the prerequisites of FMLA and CFRA have been met.

A leave of absence without pay not related to work but for the health care of a son/daughter, wife/husband, mother/father or the employee him/herself shall be granted.

It is understood that the Company may require the employee to use any unused vacation as part of FMLA or CFRA and the Company may count vacation against FMLA and/or CFRA entitlement.

The Company will continue to pay its current contributions to retain the employees existing health care benefits during the time the employee is on an unpaid FMLA or CFRA leave of absence. Moreover, the company will comply with all federal COBRA obligations where applicable.

12. WORKING CONDITIONS & SAFETY

A. General Statements

12.A.1 The Company will comply with all applicable laws relating to health and safety of farm workers and will not use banned chemicals such as, but not limited to DDD, DDT, DDE, Aldrin, Dieldrin, Parathion, Phosdrin, Dinoseb, Captan, and Methylbromide.

B. Safety Rules

12.B.1. The Company agrees to make available to the Union, upon reasonable request, such records as will disclose the following:

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

12.B.2. In cases where employees are working around moving machinery, all machines shall:

-1. Be attended at all times;
-2. Have back-up warning devices;
-3. Have exhaust pipes upward with safety cages to protect from burns and exhaust poisoning and
-4. Have all sharp corners covered.

12.B.3. While a machine is moving in any way that might be hazardous to employees, it is the Company’s responsibility through their designated representatives, to make sure employees are clear from, or off of the machine.
C. Safety Committee

12.C.1. The parties agree to establish a Safety Committee. The Union will have two (2) representatives on this committee. And they will receive the regular straight time hourly rate for time spent in Safety Committee meetings.

12.C.2. The Company will pay the regular straight time hourly rate of one Union representative who accompanies an OSHA inspector in a “walk around” inspection.

D. Hazardous Work

12.D.1. An employee has the right to choose not to perform his/her assigned duty because of a reasonable apprehension of death or serious injury under the following conditions:

-1. The employee’s fear is objectively reasonable; and
-2. The employee has sought correction of the dangerous conditions.

E. Physical Examination

12.E.1. When an employee who applies agricultural chemicals is on the Company payroll, one baseline Cholinesterase test and other additional tests shall be taken on those workers so employed at the Company’s expense when organophosphates are used, and if requested, results of said test(s) shall be given to an authorized Union representative.

9. Accidents & First Aid

12.F.1. Adequate first aid supplies shall be provided and kept in clean and sanitary, dust-proof containers, readily accessible to employees.

10. Discrimination

12.G.1. The Company and its employees will not interfere with the right of any employee to join and assist the Union. The Company will make known to all employees that they will secure no advantage, nor more favorable consideration, or any form of special privilege because of participation or non-participation in Union activities.

12.G.2. The Company and the Union will not discriminate against any employee because of race, age, color, religion, sex, political belief, national origin, language spoken, handicap.

11. Maintenance of Standards

12.H.1. The Company agrees that conditions of employment relating to wages, hours of work and fringe benefits, except those specifically excluded by mutual agreement by the parties, shall be maintained at no less than the standards in effect as of the date of this Agreement. Conditions of employment shall further be improved in accordance with the specific provisions for improvement made elsewhere in the Agreement. It is also agreed that the provisions of the Article in no way guarantee continued hours per day or per week or continued jobs or operations.

12.H.2. The Company agrees to continue, and to maintain the practice of providing time cards/clocks for all bargaining unit employees to record all hours of work.
12.H.3. The Company will not make any change in its present retirement and insurance plans, which would affect employees in the bargaining unit without consulting the Union.

12.H.4. It is further agreed, that where employees are provided security benefits at no cost to the employee, the cost to the company may vary in keeping with changes in cost.

12.H.5. The following items are excepted from maintenance of standards provisions of the contract. Matter with respect to:

-1. Harvesting procedures.
-2. Scheduling work hours.
-3. Growing, Packing, and other Production Procedures and Standards.
-4. Contracts with purveyors of vending machines in the employee lunchroom; however, the Company shall continue to provide hot and cold beverages and snacks in the employee lunchrooms.
-5. Use of telephones, but the Company shall continue to page employees so long as not done in excess.
-6. Employee access to different plant areas. It is understood that during breaks and meal-time breaks employees are free to go where they please, so long as they don’t threaten sanitary practices or disrupt production.
-7. Type and make of Company equipment.
-8. Safety and work rules, so long as such rules are reasonable and do not conflict with the terms of the Agreement.

13. MANAGEMENT AND UNION RIGHTS

A. Management Rights

13.A.1. Except as otherwise specifically limited by the provisions of this Agreement, the right to hire, direct, and promote employees and the right to determine the methods, means and schedules of production and to determine the size of the working force are all reserved by and vested exclusively in the Company.

13.A.2. It is agreed that the Company may promulgate reasonable rules governing employee’s conduct and discipline regular employees for just cause.

13.A.3. The Company agrees that supervisor and employees shall treat each other with mutual respect.

13.A.4. It is further agreed that the enumeration of management’s rights herein shall not be deemed to exclude any other management’s right.

13.A.5. The Company agrees that no business device, including joint ventures, partnerships or other forms of agricultural operations, shall be used by the Company to circumvent the obligations of this Agreement.

B. Employee’s Responsibility to Company

13.B.1. It is the employee’s responsibility to keep the Company informed of his/her current address and telephone number.

13.B.2. Employees who are sick or otherwise unable to report to work must notify the employee’s supervisor every day of the illness, unless the Supervisor is notified of how long
he/she is unable to report for work. In such case, notification on the first day is sufficient. All calls may be placed between 8:00 a.m. and 10:00 a.m. or thirty (30) minutes before the employee is scheduled to start work.

13.B.3. The company may require proof of illness or other verification.

13.B.4. Failure to properly report an absence may result in disciplinary action. Company agrees to keep a record of such calls received.

C. Direction of Production

13.C.1. Supervisors and other employees not included in the bargaining unit shall not perform any work covered by this Agreement except for instruction, training, routine direction of the workforce, development of methods and standards and emergencies. This paragraph shall not be used as a basis for the purpose of avoiding the recall of bargaining unit workers from the work they would normally perform.

D. Control of Production

13.D.1. The parties agree to establish a Committee on Mechanization. The Committee shall consist of three (3) employees appointed by the Union and three (3) appointed by the Company.

13.D.2. Advance notice. The Committee shall serve to bring advance information to the Union concerning mechanization of any operation. Such contemplated changes shall be brought to the attention of this Committee as far in advance of the change as is possible. A review will be made of this Committee of the nature of the mechanization involved; the number of employees effected and how affected; significant decrease in hours worked, or downgrading; the number and kind of new jobs involved in the mechanized operation, qualifications required and the proposed rates of pay. After the advance notice of the intent to mechanize is given to the Union and upon notice from the Union to the Company, the parties shall meet to negotiate the changes within five (5) day of such notice.

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

13.D.4. It is agreed that any transfers due to mechanization shall be made in accordance with the principle of the Seniority Section of this Agreement.

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

13.D.6. The Company will make all reasonable efforts to place workers who would otherwise be displaced by such mechanization in other jobs including providing full explanations of the job duties and requirements and reasonable time to meet the job requirements.

E. Subcontracting
13.E.1. The Company shall not subcontract any bargaining unit work during the term of this Agreement, provided, however, that the Company may subcontract maintenance and major construction under the following guidelines:

a. Where specialized equipment (not owned by the Company) is required; or,
b. Where major repairs or construction not normally performed by the bargaining unit workers are required; or
c. Where workers in the bargaining unit covered by this Agreement do not have skills to operate and maintain the equipment or perform work of a specialized nature.

13.E.2. The Company further reserves the right to subcontract its trucking work on those occasions when all of its tractors and trailers are in use. The above shall not be used to deprive bargaining unit employees of bargaining unit work they normally would perform.

13.E.3. The Union will be notified of all work to be subcontracted.

F. Union Activity on Company Property

13.F.1. Duly authorized and designated representative of the Union shall have the right of access to the Company premises in connection with the conduct of normal Union affairs in administration of this Agreement. In the exercise of the foregoing there shall be no undue interference with the productive activities of the employees.

13.F.2. The Union representative shall advise the Company by telephone in advance of his/her intention to be on the premises. The Union representative shall check in with the Company representative upon arrival and will comply with the Company’s uniformly applied safety, contamination, and security procedures.

13.F.3. If access is to be taken during actual working hours, he/she shall advise the Company in advance. The Company will make employees available. In no event shall an employee leave his/her workstation or area to confer with the Union representative unless he/she has permission from his/her immediate Supervisor.

13.F.4. In those instances in which access to the work areas is necessary for the Union representative to investigate a grievance or complaint, the Company will see to it that such access is granted. The Company representative shall accompany the Union representative during such access. The Company will not interfere with the Union’s right to meet with employees in private.

13.F.5. The Company retains the discretion to require conversations that extend beyond a reasonable amount of time between the Union representative and the employee to be off the clock.

13.F.6. Activities of the Ranch Secretary General – With the purpose that the Secretary General be involved in the resolution of problems of all departments in the farm covered by this contract and that these problems be timely resolved by the management, it is agreed that the Secretary General will be compensated for the time lost from work in order to attend to the resolution of these problems or to leave his/her work for the purpose of doing rounds or checking the different departments of the farm. The Secretary General will give his/her supervisor one-day notice of the registration of time and authorization of payment for the
hours used for this purpose in his/her regular weekly payment. This payment will be paid by the hour at the rate of earnings by the Secretary General. Upon completion, the Secretary General will return to his/her normal activities in his/her classification if work is still available. The Secretary General will be responsible for maintaining a time card to report compensable hours used for the purpose of administering the terms of this Collective Bargaining Agreement.

G. Posting and Distributing Information

13.G.1. 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.

13.G.2. The Union agrees to provide the plant Manager with copies of all notices posted by the Union.

H. Exchange of Information and Reports to Union

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

13.H.2. The Company shall provide a monthly summary report as soon as possible, but no later than seven (7) days following the ending date of the previous pay period containing the names of workers, Social Security Numbers, payroll periods covered, gross wages, total hours worked per employee, total number of employees, and amount of Union dues deducted during such periods from each employee.

13.H.3. The Union shall have the right, upon notice given to the Company, to examine time sheets, individual personnel files that are necessary in the processing of grievances.

I. Pledges of Cooperation

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

13.I.2. The Company will make know to all employees, supervisors, and officers, its policies and commitments as set forth above with respect to recognition of the Union. Further, the Company agrees with and recognizes the right of all workers to support and participate in the Collective bargaining process.

13.I.3. Housing: The Company and the Union recognize that one of the most serious needs of agricultural employees is adequate family housing. It is agreed that the Company and the Union may, upon mutual agreement, act cooperatively or shall act individually to encourage governmental action to plan, finance, and construct public housing in agricultural locations.

13.I.4. Meeting: The Company and the Union (Ranch Committee) shall meet one (1) hour each week during the work day for the purpose of considering any matters affecting the relations between the Company, the Union, and the employees. The Ranch Committee shall be paid for all the time spent in such meetings.
A. Scheduling Hours of Work

14.A.1. The following shall be considered the normal work schedule for each of the following departments of work as provided below. It is understood that these norms do not constitute a daily guarantee.

<table>
<thead>
<tr>
<th>DEPARTMENT</th>
<th>DAY</th>
<th>WEEK</th>
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<tbody>
<tr>
<td>Procurement</td>
<td>10 Hours</td>
<td>60 Hours</td>
</tr>
<tr>
<td>Maintenance</td>
<td>10 Hours</td>
<td>60 Hours</td>
</tr>
<tr>
<td>Packing</td>
<td>10 Hours</td>
<td>60 Hours</td>
</tr>
<tr>
<td>Picking</td>
<td>10 Hours</td>
<td>60 Hours</td>
</tr>
<tr>
<td>Production</td>
<td>10 Hours</td>
<td>60 Hours</td>
</tr>
</tbody>
</table>

B. Daily and Weekly Overtime

14.B.1. All hours worked in excess of the schedule above shall be paid at one and one-half times the employee's regular rate of pay.

14.B.2. 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 employee that day.

C. Overtime Rules

14.C.1. The Company agrees to notify employees as far in advance as possible of overtime assignments. In the event that an employee is not notified of overtime requirements prior to reporting for work, the Company shall allow reasonable time for an employee to make necessary personal arrangements, such as a phone call to his/her family.

14.C.2. Call Backs for the same day will be compensated at a minimum of four (4) hours at time and one-half based on the employee's regular rate of pay. If work demands require the employee to remain after the minimum of four (4) hours, these hours will also be paid at the time and one-half regular rate of pay. This will be applicable to employees who finish their work day but the Company calls them back the same day per the Company's necessary scheduling.

D. Premiums for Weekends, Day Off

14.D.1. Shift Premium:
   a. $.15 per hour more than regular rate for any shift beginning on or after 3 p.m.
   b. $.25 per hour more than regular rate for any shift beginning on or after 11 p.m.

14.D.2. Seventh Day: On the seventh consecutive day of work, employees shall receive a premium of on an done-half times the rate of pay for all hours worked.

14.D.3. There will be no pyramiding of allowances on any given day, such as paid holiday or vacation.
E. Lunch Periods

14.E.1. Meal-time breaks shall be one-half (1/2) hour and are not compensated for nor
counted as hours worked under the provisions of this Agreement, except where compensated
meal-time is currently provided, and where meal-time breaks are longer, they shall continue.
The Company shall not use meal-time for any purpose.

14.E.2. Overtime Meals: The Company agrees to provide meals to all the bargaining unit
employees as follows;
   1. Harvesting after 11 hours of work.
   2. All other departments after 10 ½ hours of work.

F. Rest Periods

14.F.1. Employees shall have paid rest periods of fifteen (15) minutes each which insofar as
practical shall be in the middle of each four hour work period or major fraction thereof. Said
breaks shall take place as close as possible to 9:00 a.m. and 3:00 p.m. daily.

G. Waiting and Stand by Time

14.G.1. Employees shall be paid for all time they are required to remain on the job.

H. Other Time on The Job

14.H.1. An employee injured at work who is considered by the attending physician as unable
to work as a result of such injury shall be compensated at follows:
   a. On the day of injury at his/her regular rate of pay for his/her regularly
      scheduled hours on that day.
   b. The second and third day at workers compensation rates.
### 15. Wages

#### 15. A. Job Classification and Wages

#### 15. A.1. Classifications

<table>
<thead>
<tr>
<th>Classifications</th>
<th>Year 1</th>
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¹Effective 12/30/01 the wage for Packer and Cooler Worker will be $8.78/hr.
²The minimum hourly rate for pickers will be the minimum wage.
B. Cost of Living Adjustment

15.B.1. 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 published by the Bureau of Labor Statistics hereinafter referred to as the CPI.

15.B.2. In the even that the CPI in October 2002 shall exceed an increase of seven (7%) over the CPI in October 2001, 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 seven percent (7%) increase in the CPI. Any adjustment due under the above formula shall be effective on the first complete pay period in the month of November, 2002.

15.B.3. In the event that the CPI in October of any subsequent year of this contract shall exceed an increase of seven (7%) over the previous October’s CPI, 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 seven percent (7%) increase in the CPI. Any yearly adjustment due under the above formula shall be effective on the first complete pay period in the month of November of the appropriate year.

15.B.4. The cost of living allowance is dependant upon the availability of the Bureau of Labor Statistics CPI in it’s present form and calculated on the same basis as the CPI. In the event the Bureau of Labor Statistics change 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 October, 2001.

15.B.5 The maximum amount of increase due under any of the annual adjustments provided for in this Article shall not exceed fifteen cents (.15) per hour.

15.B.6. Such cost of living adjustments shall be added to 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 Company shall advise each worker in writing of the amount of any such adjustment.

15. C. Job Descriptions

TITLE: GENERAL LABORER (Wharf, Fill SAC & Tray Transfer)

A. PRINCIPLE FUNCTIONAL DUTIES: Employee must perform the following under the direction of Department Supervisor:

1. Clean ricks.

2. Supplement with supervision.

3. Tray repair. It is understood that this is not a rotated assignment.

4. Unload trucks.

5. Put on spacer caps.
6. Clean trays at filling.

7. General clean up, and line clean up.

8. Spawn & Supplement on Spawn Line.

9. Clean trays on Spawn or Case Lines.

10. Remove spacer caps at Post Crop.

11. Other related duties, which may be assigned by the Supervisor. It is understood that “related duties” refers to duties which are within the particular job function or classification.

TITLE: GENERAL LABORER (Farm Janitor)

A. PRINCIPLE FUNCTIONAL DUTIES: Employee must be able to perform the following duties:

1. Responsible for: cleaning lunchrooms, offices, restrooms facilities and other farm buildings as instructed by Supervisor.

2. Assist with general farm clean-up operations.

3. Under the direction of the Picking Supervisor, repair picking carts.

4. Perform other related duties, which may be assigned by the Supervisor. It is understood that “related duties” refers to duties, which are within the particular job functions or classification.

TITLE: GENERAL LABORER (Cooler)

A. PRINCIPLE FUNCTIONAL DUTIES: Employee must be able to perform the following duties:

1. Remove packed product from conveyor and palletize as instructed.

2. Responsible for counting finished product and recording count as instructed.

3. Move palletized product at assigned area in the cooler.

4. Assist loading dock personnel as instructed.

5. Clean work area as instructed.

6. Perform other related duties, which may be assigned by the Supervisor. It is understood that “related duties” refers to duties which are within the particular job function of classification.
TITLE: GENERAL LABORER (Loading Dock)

A. **PRINCIPLE FUNCTIONAL DUTIES:** Employee must be able to perform the following duties:

1. Assist Shipping & Receiving when needed.
2. Start the reefer units prior to loading of product.
3. Report to Shipping & Receiving or Packing Supervisor any equipment which is not operating properly or is defective.
4. Unload any items left on trailers to be loaded.
5. Load product as assigned.
6. Maintain work area in a clean and orderly fashion.
7. Perform other related duties, which may be assigned by Supervisor. It is understood that “related duties” refers to duties which are within the particular job function of classification.

TITLE: OPERATOR 4 (Wharf, Fill SAC, and Tray Transfer)

A. **PRINCIPLE FUNCTIONAL DUTIES:** Employee must be able to perform all jobs listed for General Laborer, Operator 1, and Operator 2 for Wharf, Fill, SAC, and Tray Transfer.

B. **QUALIFICATIONS:** individual may qualify for an Operator 4 (Wharf, fill SAC, and Tray Transfer) if and when the following requirements are met:

1. Individual must have a minimum of two (2) years experience verifiable on at least one piece of equipment. (A)
2. Individual must perform any assigned position with little or no supervision. (B)
3. Individual must operate with proficiency all pieces of equipment. (C)
4. Individual must use a high degree of initiative in all of his/her work and must be physically able to do such work. (D)
5. Individual must be willing to do related work as assigned by the supervisor.
6. Individual must have a current, valid, California Driver’s License. (F)

TITLE: OPERATOR 2 (Wharf, Fill, SAC, Tray Transfer)

A. **PRINCIPLE FUNCTIONAL DUTIES:** Employee must be able to perform the following duties:

1. Perform all jobs listed for General Laborer and Operator 1 (Wharf, Fill, Sac, and Tray Transfer).
2. Properly place trays in Phase II, Spawn Run, Case Holding Rooms, Growing Rooms, and Post Crop Rooms.

3. Operate Fill and/or SAC line (Training).

4. Perform other related duties, which may be assigned by the Supervisor. It is understood that "related duties" refers to duties which are within the particular job function or classification.

B. QUALIFICATIONS: Individual may qualify for an Equipment Operator 2 (Wharf, SAC and Tray Transfer) if and when the following requirements are met:

1. Individual can operate with proficiency two (2) of the following: Forklift, Turner, Front End Loader, and Transfer Tractor.

2. Individual must be willing and able to do related work assigned by the Supervisor.

3. Individual should be trainable to operate other equipment.

4. Individual must have a current, valid California Driver’s License.

TITLE: OPERATOR 1 (Wharf, Fill, SAC & Tray Transfer)

A. PRINCIPLE FUNCTIONAL DUTIES: Employee must be able to perform the following duties:

1. Perform all jobs listed for General Laborer (Wharf, Fill, SAC, and Tray Transfer).

2. Put trays on lines (Training).

3. Operate forklift during Wharf supplementation

4. Operate turners (training).

5. Operate Trucks and Farm Tractor (Case Prep, Compost Haul – non Class II).

6. Operate Pay loaders (Training).

7. Casing Prep.

8. Other related duties, which may be assigned by the Supervisor. It is understood that "related duties" refers to duties which are within a particular job function or classification.

B. QUALIFICATIONS: Individual may qualify for an Operator 1 (Wharf, Fill, SAC, and Tray Transfer) if and when the following requirements are met:

1. Individual has experience on one of the following: forklift, turner, or front end loader. Experience may be earned during probationary period. (A)
2. Individual must be willing and able to do any related work as assigned by Supervisor (B)

3. Individual should be trainable to operate other equipment. ©

4. Individual must have a current, valid, California Driver’s License. (D)

TITLE: OPERATOR 2 (Packing Room)

A. PRINCIPLE FUNCTIONAL DUTIES: Employee must be able to perform the following duties:

1. Perform all duties listed for Operator 1 (Packing Room).

2. Assists with training and guidance of the Operator 1 (Packing Room).

3. Perform other related duties, which may be assigned by the Supervisor. It is understood that “related duties” refers to duties which are within a particular job function or classification.

B. QUALIFICATIONS: Individual may qualify for an Operator 2 (Packing Room) if and when the following requirements are met:

1. Individual can operate with proficiency one of the following: Forklift, Front End Loader, or Transfer Tractor. If the employee does not have proficiency on a forklift, it can be earned during the probationary period. (A)

2. Individual must be willing and able to do related work that is assigned by the Supervisor. (B)

3. Individual should be trainable to operate other equipment. (C)

4. Individual must have a current, valid, California Driver’s License. (D)

TITLE: OPERATOR 1 (Packing Room)

A. PRINCIPLE FUNCTIONAL DUTIES: Employee must be able to perform the following duties:

1. Perform all duties listed for packers. The Operator 1 will be assigned to packer duties when not operating a forklift.

2. Responsible for counting the product in the Pick Cooler at the start of the work shift.

3. Remove product from the cooler and bring it to the packing operation. Record product that is being removed into inventory control form.

4. Unload trucks of supplies.

5. Service packing operation with packing supplies (film, pulp trays, labels, cardboard containers, etc..)
6. Remove empty racks and wires from packing room.

7. Empty trash dumpster into assigned container.

8. Report all mechanical forklift problems to the immediate supervisor.

9. Perform all other related duties, which may be assigned by the Supervisor. It is understood that “related duties” refers to duties which are within the particular job function requirements are met:

B. QUALIFICATIONS: Individual may qualify for an Operator 1 (Packing Room) if and when the following requirements are met:

1. Individual has experience on a forklift. Experience may be earned during probationary period. (A)

2. Individual must be willing and able to do related work assigned by the Supervisor. (B)

3. Individual must have a current California Driver’s License. (C)

TITLE: OPERATOR 1 (Mushroom Pick-Up)

A. PRINCIPLE FUNCTIONAL DUTIES: Employee must be able to perform the following duties:

1. Responsible for counting product from each room and recording product as instructed.

2. Responsible for weighing the mushrooms and recording information. Deliver product to the assigned area.

3. Responsible for emptying dumpsters into assigned containers. Clean dumpsters at the completion of the harvest.

4. Deliver dumpsters, racks, wires and baskets to assigned areas.

5. Report forklift mechanical problems to immediate Supervisor.

6. Perform other related duties, which may be assigned by Supervisor. It is understood that “related duties” refers to duties which are within the particular job function or classification.

B. QUALIFICATIONS: Individual may qualify for an Operation 1 (Mushrooms Pick-Up) rating if and when the following requirements are met:

1. Individual must be able to operate a forklift to deliver loads as instructed in a safe and efficient manner. Experience on a forklift may be earned during the probationary period. (A)

2. Individual must have a current, valid, California Driver’s license. (B)

TITLE: ROOM ATTENDANT
A. **PRINCIPLE FUNCTIONAL DUTIES:** Employee must be able to perform the following duties:

1. Move product to assigned areas.

2. Place wires, trashcans, and ladder in areas in rooms to facilitate use.

3. Aid in supplying pickers with baskets.

4. Aid pickers in emptying stump containers when the picker is climbing.

5. Empty trash cans as the need arises.

6. At the end of the day move wires, trashcans, ladders, etc. to assigned areas in preparation for next day’s picking.

7. Assist with picking equipment sanitation at the end of the day.

8. Clean floors of the growing rooms during and after harvesting.

9. Perform other related duties, which may be assigned by the Supervisor. It is understood that “related duties” refers to duties which are within a particular job function or classification.

**TITLE:** SHIPPING & RECEIVING

A. **PRINCIPLE FUNCTIONAL DUTIES:** Employee must be able to perform the following duties:

1. Assist Packing Supervisor as needed.

2. Inventory finished product in cooler at the beginning and at the end of each work day to insure proper accounting of product.

3. Complete load sheets for loading product in proper sequence and all other paperwork as instructed.

4. Report to the Packing Supervisor any equipment, which is not operating properly.

5. Under the direction of the Packing Supervisor, instruct and direct he General Laborers-Loading Dock.

6. Assist General Laborers – Loading Dock, when necessary.

7. Maintain accurate records as required.

8. Maintain work area in a clean and orderly fashion.
9. Perform other related duties, which may be assigned by the Supervisor. It is understood that “related duties” refers to duties within the particular job function or classification.

B. QUALIFICATIONS: Individual may qualify for Shipping & Receiving rating if an when the following requirements are met:

1. Individual must be capable of inventory control and record-keeping. (A)

2. Individual must be able to communicate with customers. (B)

TITLE: PARTS ROOM CLERK

A. PRINCIPLE FUNCTIONAL DUTIES: Employee must be able to perform the following duties:

1. Stocking and inventory of maintenance or repair items use in the operation of this farm, and assisting the Maintenance and Inventory Clerk in keeping accurate inventory records.

2. Receiving material requests for items from the plant personnel and coordinating each request with the Purchasing Agent or the Maintenance Supervisors. Requisitions for this material is approved by the Department Head concerned, or his delegated representative.

3. Issuing tools to plant personnel, maintaining, and keeping sets complete, replacing and missing or broken items. Keeping a record of each issue, missing items and to whom tool was charged. Discuss with the Maintenance Supervisors the need for any special tool or piece of equipment.

4. Receiving service calls as a central clearing station, writing a work order for each and relaying them to the Maintenance and Inventory Clerk for assignment.

5. Acting as the receiving clerk for all plant purchases and comparing material received with a copy of the original purchase order.

6. Maintain parts room security.

7. Perform other related duties, which may be assigned by the Supervisor. It is understood that “related duties” refers to duties which are within the particular job function or classification.

B. QUALIFICATIONS: Individual may qualify for a Parts Room Clerk rating if and when the following requirements are met:

1. Individual must have a valid, California Driver’s License. (A)

2. Be able to speak and write English Fluently. (B)

3. Should require some supervision for day-to-day operations. (C)

TITLE: CLASS “A” DRIVER
A. **PRINCIPLE FUNCTIONAL DUTIES:** Employee must be able to perform the following duties:

1. Perform pre-trip vehicle inspection report.
2. Load at scheduled track and deliver to Monterey Mushrooms Morgan Hill or scheduled customer.
3. Keep truck clean and orderly at all times.
4. Turn in all necessary paperwork at the end of the work shift.
5. Perform after-trip vehicle inspection report and give copy to maintenance shop.
6. Perform other related duties, which may be assigned by the Supervisor. It is understood that ‘related duties’ refers to duties that are within the particular job function or classification.

B. **QUALIFICATIONS:** Individual may qualify for a Class “A” Driver rating if and when the following requirements are met:

1. Must have Class I California Operator’s License. (A)
2. Must pass ICC physical every two (2) years. (B)
3. Must have knowledge of Federal Motor Carrier Safety Regulations. (C)
4. Must have at least one (1) year of driving experience on trucks. (D)
5. Must have favorable record with D.M.V. (E)

**TITLE:** PACKER

A. **PRINCIPLE FUNCTIONAL DUTIES:** Employee must be able to perform the following duties:

1. Remove baskets of mushrooms from the wire basket and place on the bulk line conveyor.
2. Select and remove prepack product from the bulk line and place into wire lugs.
3. Move prepack product to the prepack line or to the cooler as instructed.
4. Dump prepack material onto the cleaning grates.
5. Service packing supplies (pulp trays, cartons, etc.) to the assigned area
6. Set the pulp trays onto the assigned line maintaining a steady pace to insure full line of trays.
7. Place insets into pulp trays if instructed to do so.
8. Pick out mushroom stumps, blotched mushrooms, dirt, and any number 2 mushrooms and place into proper containers.

9. Level mushroom flowing from cleaning grate into pulp trays. Experienced gained in scaling helps judge proper amount in each tray.

10. Weigh pulp trays of mushrooms to insure proper weight.

11. Place weighed tills of mushrooms onto the conveyor prior to entering wrapping machine.

12. Place the proper number of pulp trays into the container. Place full container onto the conveyor belt to the cooler.

13. Remove baskets of mushrooms from the bulk conveyor and pour into the pound cardboard or plastic container. Size, weight, and grade product as instructed. Place properly filled containers onto the conveyor going to the cooler.

14. When instructed, place quality control ticket out the top of the box of mushrooms.

15. Mark the cardboard container as to the size and/or grade of product prior to entering the cooler.

16. Clean work area as instructed.

17. Make boxes as instructed.

18. Report any mechanical and safety problems immediately to your Supervisor.

19. Remove and place into assigned container, all dirty mushrooms’ baskets.

20. Wash baskets in manner as directed by Supervisor.

21. Place clean baskets into proper containers.

22. Perform other related duties, which may be assigned by the Supervisor. It is understood that “related duties” refers to duties which are within the particular job function or classification.

23. Assist with “direct pick” operations in the growing rooms as required.

TITLE: MAINTENANCE PERSON (Assigned, but not necessarily limited to Mechanic work)

A. PRINCIPLE FUNCTIONAL DUTIES: employee must be able to perform the following duties:

1. To determine by regular inspections the repair and maintenance work necessary to prevent the breakdowns of any Rolling Stock, Tractors, and Trucks. Included are the panel Turners, Fork Trucks, Front End loaders and any engine driver equipment with or without wheels. Works closely with the Traffic Department.
2. Installs or replaces any parts that are necessary to keep the aforementioned equipment in operation. Checks these items after installation and makes any necessary changes, adjustments and modifications to obtain the desired results.

3. Maintains, repairs, troubleshoots all equipment; replacing, fitting, and installing parts when necessary.

4. Makes all operational adjustments: checking, greasing, changing oil and filters as required by the Preventive Maintenance Program. Provide documentation for P.M. work.

5. Notifying the Parts Clerk of all anticipated needs of supplies and materials assuring an uninterrupted operation.

6. Perform major overhaul work to gas and diesel engines, transmissions, rear ends, brakes and electrical systems.

7. Performs shop fabrication work as required.

8. Perform other related duties, which may be assigned by the Supervisor. It is understood that “related duties” refers to duties which are within a particular job function or classification.

B. QUALIFICATIONS OF GRADE A: individual may qualify for a Grad A Maintenance Person if and when the following requirements are met:

1. Must have a high degree if initiative and ingenuity in all of his/her work and be physically able to perform all those duties set forth previously. (A)

2. Must have sufficient knowledge of plant flows and equipment to be able to correct faults and breakdowns. (B)

3. Must have and be able to use all the hand tools necessary to the trade and further have a working knowledge of the materials in this work and their application. (C)

4. Must have the ability to work from all types of blueprints and drawings and the mathematical knowledge required for such work. (D)

5. Must keep abreast of the technology of his/her major skill. (E)

QUALIFICATIONS OF GRADE B: individual may qualify for a Grade B rating if and when the following requirements are met:

1. Must be able to read, write and speak English and have a good knowledge of mathematics. Some trade school work is desirable, but not absolutely necessary. Must be able to read and work from blueprints required on medium sized jobs. Must be able to use all of the tools of the trade (welding equipment included) and have most of these tools. (A)

2. Responsible for a high degree of accuracy on medium sized jobs, but does not work to close tolerance. (B)
3. Must have prior work experience in his/her trade. (C)

4. Completes jobs in a reasonable length of item in a safe, neat and workmanlike manner. (D)

**QUALIFICATIONS OF GRADE C:** individual may qualify for a Grade C rating if and when the following requirements are met:

1. Knowledge of simple mechanic work, but requires supervision and skilled jobs. (A)

2. Must have some prior work experience in his/her trade. (B)

3. Must be able to read and write English fluently. (C)

4. Must be able to read and understand blueprints and machine drawings. (D)

5. Must be familiar with tools of the trade and have some of these tools. (E)

**QUALIFICATIONS OF MAINTENANCE HELPER:** Individual may qualify for a Maintenance Helper rating if and when the following requirements are met:

1. Requires some mechanical background, but performs mechanical work only under close supervision. (A)

2. Must be able to speak and write English fluently. (B)

3. Mathematical ability necessary for higher levels of maintenance work. (C)

**C. PROGRESSION**

Crafts referred to below will be:

1. Mechanic
2. Packing Room Maintenance
3. General Mechanical Maintenance
4. General Electrical Maintenance
5. Tray Line Maintenance
6. Growing Area Maintenance

**Entry Level:** Maintenance Helper

**Level #1:** Class C. Maintenance: Must qualify as Grade C in one craft.

**Level #2:** Class B Maintenance: Must qualify as Grade B in one craft.

**Level #3:** Class A Maintenance: Must qualify as Grade A in one craft, and Grade C in two other crafts.

**Level #4:** Class AA Maintenance: Must qualify as Grade A in two craft.

**TITLE:** MAINTENANCE PERSON (Assigned, but not necessarily limited to Packing Room)
A. **PRINCIPLE FUNCTIONAL DUTIES:** Employee must be able to perform the following duties:

1. To determine by regular inspections the repair and maintenance work necessary to prevent the breakdown of any equipment associated with the operation of this farm. Included are the Telesonic, with all equipment connected to them. The Pre and Final Coolers, Scales, Tugger, Pallet Jack etc. Recommends when equipment should be shut down for major repairs and overhauls, plans the sequence in which these repairs, overhauls, or alterations can be made.

2. Installs any equipment that is necessary to keep the farm in operation. Checks this equipment after installation and makes any necessary changes, adjustments or modifications to obtain the desired results, working from blueprints, sketches or manufacturer’s recommendations.

3. Continually maintains the Telesonic and associated conveyors, scales, and labelers in a manner to assure and uninterrupted operation. Performs any other repair work as required in this area.

4. Makes all operational adjustments, as required, checking and maintaining a log of each item corrected. Maintains and accurate Preventive Maintenance Log listing all work performed and all tests conducted. A copy of this log to be given to the Maintenance Supervisor to file in the Master.

5. Notifying Parts Clerk of all needs and anticipated needs of supplies and/or material assuring continual operation.

6. Performs other related duties, which may be assigned by the Supervisor. It is understood that “related duties” refers to duties which are within a particular job function or classification.

B. **QUALIFICATIONS OF GRADE A:** Individual may qualify for a Grad A Maintenance Person if and when the following requirements are met:

1. Must use a high degree of initiative and ingenuity in all his/her work and be physically able to perform all those duties set forth previously. (A)

2. Must have sufficient knowledge of plan flows and equipment to be able to correct faults and breakdowns. (B)

3. Must have and be able to use all the hand tools necessary to the trade and further have a working knowledge of the materials in this work and their application. (C)

4. Must have the ability to work from all types of blueprints and drawings and the mathematical knowledge required for such work. (D)

5. Must keep abreast of all technology of his/her major skill. (E)

**QUALIFICATIONS OF GRADE B:** Individual may qualify for a Grade B rating if and when the following requirements are met:
1. Must be able to read, write and speak English and have a good knowledge of mathematics. Some trade school work is desirable, but not absolutely necessary. Must be able to read and work from blueprints required on medium sized jobs. Must be able so use all tools of trade (welding equipment included) and have most of these tools. (A)

2. Responsible for a high degree of accuracy on medium sized jobs, but does not work to close tolerance. (B)

3. Must have prior work experience in his/her trade. (C)

4. Completes jobs in a reasonable length of time in a safe, neat and workmanlike manner. (D)

QUALIFICATIONS OF GRADE C: Individual may qualify for a Grade C rating if and when the following requirements are met:

1. Knowledge of simple mechanic work, but requires supervision on skilled jobs. (A)

2. Must have some prior work experience in his/her trade. (B)

3. Must be able to read and write English fluently. (C)

4. Must be able to read and understand blueprints and machine drawings. (D)

5. Must be familiar with tools of the trade and have some of the tools. (E)

QUALIFICATIONS OF MAINTENANCE HELPER: Individual may qualify for a Maintenance Helper rating if and when the following requirements are met:

1. Requires some mechanical background, but performs mechanical work only under close supervision.

2. Must be able to speak and write English fluently. (B)

3. Mathematical ability necessary for higher levels of maintenance work. (C)

C. PROGRESSION

Crafts referred to below will be:

1. Mechanic
2. Packing Room Maintenance
3. General Mechanical Maintenance
4. General Electrical Maintenance
5. Tray Line Maintenance
6. Growing Area Maintenance
7. Entry Level: Maintenance Helper

Level #1: Class C Maintenance: Must qualify as Grade C in one craft.

Level #2: Class B Maintenance: Must qualify as Grade B in one craft.
Level #3: Class A Maintenance: Must qualify as Grade A in one craft, and Grade C in two other crafts.

Level #4: Class AA Maintenance: Must qualify as Grade A in two crafts.

TITLE: MAINTENANCE PERSON (Assigned, but not necessarily limited to the General Mechanical Work)

A. PRINCIPLE FUNCTIONAL DUTIES: Employee must be able to perform the following duties:

1. Perform major equipment repairs, major machine installations, and machine alterations.
2. Repairs and replaces power train components.
3. Installs repairs plant plumbing systems.
4. Performs shop work for fabrication.
5. Performs simple woodwork, building repairs, roofing repairs, and door repairs.
6. Performs jobs requiring use of soldering, arc welding, and acetylene welding.
7. Assists with this expertise all of the area maintenance personnel in the completion of assigned tasks.
8. Performs other related duties, which may be assigned by the Supervisor. It is understood the “related duties” refers to duties which are within a particular job function or classification

B. QUALIFICATIONS OF GRADE A: Individual may qualify for a Grade A Maintenance person if and if the following requirements are met:

1. Must use a high degree of initiative and ingenuity in all of his/her work and be physically able to perform all those duties set forth previously. (A)
2. Must have sufficient knowledge of plant flows and equipment to be able to correct faults and breakdowns. (B)
3. Must have and be able to use all the hand tools necessary to the trade and further have a working knowledge of the materials in this work and their application. (C)
4. Must have the ability to work from all types of blueprints and drawings and the mathematical knowledge required for such work. (D)
5. Must keep abreast of the technology of his/her major skill. (E)

QUALIFICATIONS OF GRADE B: Individual may qualify for a Grade B rating if and when the following requirements are met:

1. Must be able to read, write and speak English and have a good knowledge of mathematics. Some trade school work is desirable, but no absolutely necessary. Must be able to read and work from blue prints required on medium sized jobs. Must be able to
use all the tools of the trade (welding equipment included) and have most of these tools. 

(A)

2. Responsible for a high degree of accuracy on medium sized jobs, but does not work to close tolerance. (B)

3. Must have prior work experience in his/her trade. (C)

4. Completes jobs in a reasonable length of time in a safe, neat, and workmanlike manner. (D)

QUALIFICATIONS OF GRADE C: Individual may qualify for a Grade C rating if and when the following requirements are met:

1. Knowledge of simple mechanic work, but requires supervision on skilled jobs. (A)

2. Must have some prior work experience in his/her trade. (B)

3. Must be able to read and write English fluently. (C)

4. Must be able to read and understand blueprints and machine drawings. (D)

5. Must be familiar with tools of the trade and have some of these tools. (E)

QUALIFICATIONS OF MAINTENANCE HELPER: Individual may qualify for a Maintenance helper rating if and when the following requirements are met: (Entry Level position)

1. Requires some mechanical background, but performs mechanical work only under close supervision. (A)

2. Must be able to speak and write English fluently. (B)

3. Mathematical ability necessary for higher levels of maintenance work. (C)

C. PROGRESSION

Crafts referred to below will be:

1. Mechanic
2. Packaging Room Maintenance
3. General Mechanical Maintenance
4. General Electrical Maintenance
5. Tray Line Maintenance
6. Growing Area Maintenance

Entry Level: Maintenance Helper

Level #1: Class C Maintenance: Must qualify as Grade C in one craft.
Level #2: Class B Maintenance: Must qualify as Grade B in one craft.
Level #3: Class A Maintenance: Must qualify as Grade A in one craft, and Grade C in two other crafts.
Level #4: Class AA Maintenance; Must qualify as Grade A in two crafts.

TITLE: MAINTENANCE PERSON (Assigned, but not necessarily limited to General Electrical Repair)

A. PRINCIPLE FUNCTIONAL DUTIES: Employee must be able to perform the following duties:

1. Determine by regular inspections the repair and maintenance work necessary to prevent the breakdown of any electrical equipment. Included are any motors, power distribution panels, motor starters, relay panels, lighting and controls. Recommends sequence and scheduling of repairs.

2. Installs electrical systems and equipment. Must be able to read electrical diagrams and have knowledge of the mathematics required for this work.

3. Knows and uses effectively: amp meters, voltmeters, ohmmeters, and other electrical testing equipment.

4. Must be thoroughly familiar with electrical code as it applies to the plant.

5. Must have the ability to use all hand tools necessary to the trade and be familiar with the materials in this work.

6. Must be able to disassemble, troubleshoot and repair major electrical components including: Motor starters, circuit breakers, relay panels, pressure switches, electrical pneumatic switches, and other typical plant electrical service.

7. To determine, identify, and order all materials required to perform a task.

8. Understands and has the ability to layout and sketch all types of circuits used in this facility.

9. Be proficient in determining electrical adjustments; modifications, and monitoring in order to insure safe and efficient operations.

10. Performs other related duties which may be assigned by the Supervisor. It is understood that “related duties” refers to duties which are within the particular job functions or classification.

11. Must be able to read and write English fluently.

QUALIFICATIONS OF GRADE A: Individual may qualify for a Grade A Maintenance person if and when the following requirements are met:

1. Must have a high degree of initiative and ingenuity in all of his/her work and must be physically able to perform all those duties set forth previously. (A)

2. Must have sufficient knowledge of plant flows and equipment to be able to correct faults and breakdowns. (B)

3. Must have and be able to use all the hand tools necessary to the trade and further have a working knowledge of the materials in this work and their application. (C)

4. Must have the ability to work from all type of blueprints and drawings and the mathematical knowledge required for such work. (D)

5. Must keep abreast of the technology of his/her major skills. (E)
QUALIFICATIONS OF GRADE B: Individual may qualify for a Grade B rating if and when the following requirements are met:

1. Must be able to read, write and speak English and have a good knowledge of mathematics. Some trade school work is desirable, but not absolutely necessary. Must be able to read and work from blueprints required on medium sized jobs. Must be able to use all tools of the trade (welding equipment included) and have most of these tools. (A)
2. Responsible for a high degree of accuracy on medium sized jobs, but does not work close tolerance. (B)
3. Must have prior work experience in his/her trade. (C)
4. Completes jobs in a reasonable length of time in safe, neat, and workmanship like manner. (D)

QUALIFICATIONS OF GRADE C: Individual may qualify for a Grade C rating if and when the following requirements are met:

1. Knowledge of simple mechanic work, but requires supervision on skilled jobs. (A)
2. Must have some prior work experience in his/her trade. (B)
3. Must be able to read and write English fluently. (C)
4. Must be able to read and understand blueprints and machine drawings. (D)
5. Must be familiar with tools of the trade and have some of these tools. (E)

QUALIFICATIONS OF MAINTENANCE HELPER: Individual may qualify for a Maintenance Helper rating if and when the following requirements are met: (entry leave position)

1. Required some mechanical background, but performs mechanical work only under close supervision. (A)
2. Must be able to speak and write English fluently. (B)
3. Mathematical ability necessary for highest levels of maintenance work. (C)

PROGRESSION
Crafts referred to below will be:
1. Mechanic
2. Packing Room Maintenance
3. General Mechanical Maintenance
4. General Electrical maintenance
5. Tray Line maintenance
6. Growing Area Maintenance

Entry Level: Maintenance Helper

Level #1: Class C Maintenance: Most qualify as Grade C in one craft.
Level #2: Class B Maintenance: Most qualify as Grade B in one craft.

TITLE: MAINTENANCE PERSON (Assigned, but not necessarily limited to Tray Lines)
A. PRINCIPLE FUNCTIONAL DUTIES: Employees must be able to perform the following duties:

1. To determine by regular inspection and repair the maintenance work necessary to prevent the breakdown of any equipment associated with the Tray Lines. Included are the Case and Spawn Line, the Dump and Fill line with all associated conveyors, mixers, dumpers, starters, controllers, etc. Recommends when this equipment should be shut down for major repairs or overhauls. Plans the sequence in which these repairs, overhauls or alterations can be made.

2. Installs all equipment that is necessary to keep the farm in continual operation. Checks and calibrates these systems after installation and makes necessary changes, adjustments, and modifications to obtain the desired results.

3. Continually maintains (to minimize down-time); repairs, troubleshoots all systems; electrical, hydraulic and mechanical, installing parts when necessary.

4. Makes all operational adjustments ad required, checking and maintaining a log of each item corrected Maintains an accurate Preventive Maintenance Log, listing all work performed and copying each sheet to the Maintenance Supervisor for recording.

5. Notifying the Parts Clerk of all needed and anticipated needs of supplies and/or material assuring a continual operation.

6. Performs other related duties, which may be assigned by the Supervisor. It is understood that “related duties” refers to duties which are within a particular job function or classification.

QUALIFICATIONS OF GRADE A: Individual may qualify for a Grade A Maintenance Person if and when the following requirements are met:

1. Must use a high degree of initiative and ingenuity in all his/her work and be physically able to perform all those duties set forth previously. (A)
2. Must have sufficient knowledge of plant flows and equipment to be able to correct faults and breakdowns. (B)
3. Must have and be able to use all hand tools necessary to the trade and further have a working knowledge of the materials in this in the work and their application. (C)
4. Must have the ability to work from all types of blueprints and drawings and the mathematical knowledge required for such work. (D)
5. Must keep abreast of the technology of his/her major skill. (E)

QUALIFICATIONS OF GRADE B: Individual may qualify for a Grade B rating if and when the following requirements are met:

1. Must be able to read, write and speak English and have a good knowledge of mathematics. Some trade school work is desirable but not absolutely necessary. Must be able to read and work from blueprints required on medium sized jobs. Must be able to use all tools of the trade (welding equipment included) and have most of these tools. (A)
2. Responsible for a high degree of accuracy on medium sized jobs, but does not work to close tolerance. (B)

3. Must have prior work experience in his/her trade. (C)

4. Completes jobs in a reasonable length of time in a safe, neat, and workmanlike manner. (D)

QUALIFICATIONS OF GRADE C: Individual may qualify for a Grade C rating if when the following requirements are met:
1. Knowledge of simple mechanic work, but requires supervision on skilled jobs. (A)
2. Must have some prior work experience in his/her trade. (B)
3. Must be able to read and write English fluently. (C)
4. Must be able to read and understand blueprints and machine drawings. (D)
5. Must be familiar with tools of the trade and have some of these tools. (E)

QUALIFICATIONS OF MAINTENANCE HELPER: Individual may qualify for a Maintenance Helper rating if and when the following requirements are met: (Entry level position)
1. Requires some mechanical background, but performs mechanical work only under close supervision. (A)
2. Must be able to speak and write English fluently. (B)
3. Mathematical ability necessary for higher levels of maintenance work. (C)

C. PROGRESSION:
Crafts referred to below will be:
1. Mechanic
2. Packing Room Maintenance
3. General Mechanical Maintenance
4. General Electrical Maintenance
5. Tray Line Maintenance
6. Growing Area Maintenance

Entry Level: Maintenance Helper

Level #1: Class C Maintenance: Must qualify as Grade C in one craft.

Level #2: Class B Maintenance: Must qualify as Grade B in one craft.

Level #3: Class A Maintenance: Must qualify as Grade A in one craft, and Grade C in two other crafts.

Level #4: Class AA maintenance: Must qualify as Grade A in two crafts.

TITLE: MAINTENANCE PERSON (Assigned but not necessarily limited to the Growing Area)
A. PRINCIPLE FUNCTIONAL DUTIES: Employee must be able to perform the following duties:

1. To determine by regular inspections the repair and maintenance work unnecessary to prevent the breakdowns of any equipment associated with the operation of this farm. Included are air handling units, dampers, valves, operating controls, etc. Recommends when equipment should be shut down for major repairs and overhauls. Plans the sequence in which these repairs, overhauls or alterations can be made.

2. Installs any equipment that is necessary to keep the farm in operation. Checks this equipment after installation and makes any necessary changes, adjustments or modifications to obtain the desired results, working from blueprints, sketches or manufacturer’s recommendations.

3. Maintains, repairs, troubleshoots all systems; replaces, fits, and installs parts when necessary. Replaces filters when pressure drop tests indicate.

4. Makes all operational adjustments as required, checking and maintaining a log of each item corrected. Maintains an accurate Preventive Maintenance Log listing all work performed and all tests for air, speeds, pressures, etc., listed.

5. Notifying the parts Clerk of all needs and anticipated needs of supplies and/or material assuring continual uninterrupted operation.

6. Performs other related duties, which may be assigned by the Supervisor. It is necessary that “related duties” refers to duties which are within a particular job function of classification.

B. QUALIFICATIONS OF GRADE A: Individual may qualify for a Grade A Maintenance Person if and when the following requirements are met:

1. Must use a high degree of initiative and ingenuity in all of his/her work and be physically able to perform all those duties set forth previously. (A)

2. Must have sufficient knowledge of plant flows and equipment to be able to correct faults and breakdowns. (B)

3. Must have and be able to use all the hand tools necessary to the trade and further have a working knowledge of the materials in this work and their application. (C)

4. Must have the ability to work from all types of blueprints and drawings and the mechanical knowledge required for such work. (D)

5. Must keep abreast of the technology of his/her major skill. (E)

QUALIFICATIONS OF GRADE B: Individual may qualify for a Grade B rating if and when the following requirements are met:

1. Must be able to read, write and speak English and have a good knowledge of mathematics. Some trade school work is desirable, but not absolutely necessary. Must be able to read and work from blueprints required on medium sized jobs. Must be able to use all the tools of the trade (welding equipment included) and have most of these tools. (A)
2. Responsible for a high degree of accuracy on medium sized jobs, but does not work in close tolerance. (B)

3. Must have prior work experience in his/her trade. (C)

4. Completes jobs in a reasonable length of time in a safe, neat and workmanlike manner. (D)

QUALIFICATIONS OF GRADE C: Individual may qualify for a Grade C rating if and when the following requirements are met:

1. Knowledge of simple mechanic work, but requires supervision on skilled jobs. (A)
2. Must have some prior work experience in his/her trade. (B)
3. Must be able to read and write English fluently. (C)
4. Must be able to read and understand blueprints and machine drawings. (D)
5. Must be familiar with tools of the trade and have some of those tools. (E)

QUALIFICATION OF MAINTENANCE HELPER: Individual may qualify for a Maintenance Helper rating if and when the following requirements are met: (Entry Level Position)

1. Requires some mechanical background, but performs mechanical work under close supervision. (A)
2. Must be able to speak and write English fluently. (B)
3. Mathematical ability necessary for higher levels of maintenance work. (C)

C. PROGRESSION:
Crafts referred to below will be:

1. Mechanic
2. Packaging Room Maintenance
3. General Mechanical Maintenance
4. General Electrical Maintenance
5. Tray Line Maintenance
6. Growing Area Maintenance

Entry Level: Maintenance Helper

Level #1: Class C Maintenance: Must qualify as Grade C in one craft.

Level #2: Class B Maintenance: Must qualify as Grade B in one craft.

Level #3: Class A Maintenance: Must qualify as Grade A in one craft, and Grade C in two other crafts.

Level #4: Class AA maintenance: Must qualify as Grade A in two crafts.

TITLE: PICKER
A. **PRINCIPLE FUNCTIONAL DUTIES:** Employee must be able to perform the following duties:

1. Proper harvesting of mushrooms, i.e., selecting mature mushrooms, straight cutting of the stem to correct length and sorting mushrooms into correct container, by size.

2. “Direct pick” mushrooms as instructed by management.

3. Fill baskets to the top of the basket.

4. Place trim root into proper container.

5. Remove pieces of mushrooms, dead mushrooms, stems and foreign items from the beds and place in trash containers.

6. Picking equipment must be sanitized as instructed by the supervisor.

7. Picking equipment must be put away properly at the end of the work shift.

8. Clothing must conform to safety and sanitation standards.

9. Responsible for cleaning and sharpening of the picking knife.

10. Perform other related duties, which must be assigned by the Supervisor. It is understood that “related duties” refers to duties which are within the particular job function or classification.

**TITLE:** TRAY REPAIR

A. **PRINCIPLE FUNCTIONAL DUTIES:** Employee must be able to perform all, but not limited to the following duties:

1. Repair trays in a safe and professional manner according to specifications.

2. Work with air nailers, air ricket, and power drill.

3. Maintain a clean and safe working area.

4. Repair caps in a safe and effective manner according to specifications.

5. Set up and assemble trays using all new lumber according to specifications.

6. Set up and assemble spacer caps using all new materials according to specifications.

7. There will be no maximum quota, however, a minimum of 2.25 trays per hour must be maintained.

8. The workers will continue to perform quality repairs, and will be monitored by supervisors.
9. Other repairs will be performed by the tray repair workers as per past practice, and such work will be paid at $6.56 per hour.

10. Perform other related duties, which may be assigned by the Supervisor. It is understood that “related duties” refers to duties which are within a particular job function or classification.

TITLE: IRRIGATOR 2

A. PRINCIPLE FUNCTIONAL DUTIES: Employee must be able to perform the following duties:

1. Give a quality watering to the crops in the growing rooms and case holding rooms.

2. Clean assigned areas.

3. Apply chemicals according to procedures in an accurate and efficient manner.

4. Be knowledgeable of and proficient at patching and scratching procedures, salting of desired areas of assigned rooms, and repair hoses.

5. Perform other related duties, which may be assigned by the Supervisor. It is understood that “related duties” refers to duties which are within the particular job function or classification.

B. QUALIFICATIONS: Individual may qualify for an irrigator 2 if and when the following requirements are met:

Irrigator 1 – Entry Level, 45 day probationary period, during which time the Irrigator must be able to perform satisfactory the principle functional duties of and Irrigator I.

Irrigator 2 – Must have met probationary requirements as an Irrigator II. Must be able to water assigned rooms without sealing trays. Must follow assigned climbing methods. Requires minimum supervision.

C. PROGRESSION:

Irrigator 1

Irrigator 2

TITLE: OPERATOR 3

A. PRINCIPLE FUNCTIONAL DUTIES:

1. Perform all jobs listed for General Laborer and operator 2 on the wharf and the fill line.

2. Perform other related duties, which may be assigned by the supervisor. It is understood that “related duties” refers to duties which are within the particular job function or classification.
3. An Operator 3 will be moving, flipping, or turning crops, loading the fill truck, supplement truck, “Big Mama” on the fill-line, or the bale breaker. Equipment normally used to perform these functions are: Heavy wheel Loaders, Fork-Loaders, Compost Turners, and Pre-Wet Turners.

B. QUALIFICATIONS: The individual may qualify for an Operator 3 if and when the following requirements are met:

1. Individual must have a valid California Drivers License.
2. Individual can operate, with proficiency, the equipment described in the functional duties.
3. Individual should be trainable to operate other equipment.
4. Individual must be willing and able to do related work assigned by the Supervisor.

TITLE: COMPOST WORKER (Wharf)

A. PRINCIPLE FUNCTIONAL DUTIES: Employee must be able to perform the following duties:

1. Operate the Bale Breaker machine.
2. Clean ricks and Pre-Wet piles, as directed.
3. General Clean-up.
4. Irrigate the compost at various stages of development.

B. QUALIFICATIONS:

1. Valid California Driver’s License
2. Ability to perform the physical tasks associated with the Bale Breaker and compost yard clean-up, including, but not limited to lifting and loading sacks of urea, moving compost via pitch-fork etc.

TITLE: DISEASE CONTROL OPERATOR (Entire Farm)

A. PRINCIPLE FUNCTIONAL DUTIES: Employee is responsible for performing all, but not limited to, the following duties. The worker is responsible for performing these duties using Company safety and sanitation procedures and equipment, plus specialized protective clothing and tools as required, in accordance with State and Federal Law. Work in this position is paid on an hourly basis.

1. Replace filters throughout the air handling systems:
2. Applies fungicides, insecticides, bactericides, or sanitizer as needed. Applies all chemical treatments as required to follow approved agricultural practices for the growing of mushrooms, in accordance with State and Federal Law.
3. Operates equipment necessary to perform the Disease Control Operator function, including, but not limited to, tractors, forklifts, and power spray equipment.

B. QUALIFICATIONS:

1. Must be a State Certified Pest Control Operator.

2. Must have ability to read and understand English, and comprehend pesticide labels and MSDS sheets;

3. Must be able to read and follow instructions pertaining to the mixing and application of chemicals;

4. Must have knowledge of the ability to use various application tools;

5. Must have ability to follow verbal and written instructions;

6. Must have or acquire a knowledge of diseases common to the growing of mushrooms;

7. Must have a valid California Drivers License.

TITLE: MASTER MAINTENANCE MECHANIC

A. PRINCIPLE FUNCTIONAL DUTIES:

1. The Master Maintenance Mechanic must qualify under at least one of the following four categories:

   a. General Mechanical Work
      1. Hydraulic and pneumatic design and troubleshooting.

   b. General Electrical Repair
      1. Control logic troubleshooting.
      2. Control logic design.
      3. Control logic updates and revisions.
      4. Design and perform power studies for new or current installations.

   c. General Vehicular Repair
      1. Diesel and Gasoline engine expertise.
      2. Knowledge of Transmission, Power train, Electrical and Brake.
      3. Hydraulic and pneumatic design and troubleshooting.

   d. H.V.A.C., Boiler and Chillers
      1. H.V.A.C. troubleshooting including electrical.
      2. Boiler troubleshooting and chemical expertise
      3. Central Chiller troubleshooting and repair.

B. QUALIFICATIONS:
1. This individual must first qualify as a AA Mechanic under one of the current job descriptions.

2. This individual must have leadership skills necessary to lead a team of co-workers on any installation, modification and upgrade of equipment.

3. This individual must be able to work independently.

4. This individual must be able to generate written reports.

5. This individual must have the following education and or work experience.
   
   A. High school diploma or equivalent.
   
   B. Completion of a 2 year degree (AA, AS) or the equivalent number of college units in an appropriate field of study, e.g. Engineering technology, drafting, etc..
   
   C. Experience on the job may be substituted at the company’s discretion.

D. Evaluation and Settling Rates for Jobs

15.D.1. New or Changed Operations: When the Company adds a new job classification or substantially changes an existing job in the bargaining unit, it will determine the base rate and notify the union. If the Union disagrees with the base rate determined by the Company, the following procedure shall apply:
   
a. There shall be a good faith negotiations between the Ranch Committee and the local management.
   
b. If agreement cannot be reached between local management and the Ranch Committee, good faith negotiations between the Director of Employee Relations and the President of the United Farm Workers, or their designated representative, will follow, and they will attempt to settle the dispute.

15.D.2. In the even such dispute cannot be agreed upon mutually between the Union and the Company, the same shall be submitted to the grievance and arbitration procedure for determination beginning at the Second Step.

15.D.3. Change of Picking baskets: The Company agrees not to change the tool used to produce the picking baskets used in the picking lugs without notification to the Union. Disagreement concerning the application of the paragraph shall be resolved under “New or Changed Operations”, above.

E. Reporting Pay Guarantee

15.E.1. An employee who is required to report for work and does report and is furnish no work shall be paid at least four (4) hours at the employee’s hourly rate of pay or the employee’s average hourly piece rate earnings based on the preceding payroll week. If less than four (4) hours of work are provided, hourly employees shall be paid for four (4) hours as their hourly rate of pay. In such an event, piece rate employees shall be paid the larger minimum wage or their piece rate wage for actual hours worked harvesting that day. The piece rate wage based on the preceding payroll period would apply for the remaining time up to four (4) hours that day.
15.E.2. If an hourly employee is given work in another classification to fulfill the four (4) hour work minimum, stated above, it is understood that compensation for work in such classification shall be at such classification’s rate of pay or the employee’s average hourly rate of pay based on the preceding pay roll week, whichever is higher. If a piece rate employee’s given work in another classification, compensation will be at that classification’s rate.

15.E.3. The provisions of 15.E.1. do not apply if an employee leaves of his own accord or there is no work for the employee because of reasons beyond the control of management, such as, but not limited to fire, flood, tornado, strike, or utility failure.

15.E.4. The Company shall notify employees of their day(s) off. If the company fails to do so and an employee reports to work, such employee shall be compensated as specified in Section 15.E.1., above.

F. Rates on Transfers & Promotion

15.F.1. Promoted employees shall be paid the wage rate for the job classification from the first day on the job. If more than five (5) days elapse between the time the employee is awarded the new job and the time he is assigned to that job, he shall receive the rate of pay for the new job as of the sixth (6th) day, or whenever he is next scheduled for work.

15.F.2. An employee temporarily transferred to a higher rate job will receive the higher rate for the time spent working on the higher rate job on an hour-by-hour basis. If, however an employee is displaced by a layoff or an employee’s job is changed or abolished, such employee will receive the applicable rate for the new job, effective with the date of transfer.

15.F.3. If an employee is temporarily transferred at the Company’s request to a job paying a lower rate while the employee’s job continues to operate, no reduction in the employee’s wage rate will be made.

G. Time and Manner of Wage Payment

15.G.1. The payroll week shall be the same as the calendar week, beginning at 12:01 a.m. Sunday and ending at 12:00 midnight Saturday.

15.G.2. For the convenience of all employees of the Company, the Company agrees that payday will be on Friday of each week.

15.G.3. The company shall keep full and accurate records, including total hours worked, piece rate or incentive rate records, total wages, and total deductions. Each employee shall be furnished each pay day with a copy of his itemized deductions, hourly rate, hours worked and total wages earned, which shall include the employee’s piece rate production record.

15.G.4. Payroll records shall be available for an employee’s inspection. Questions concerning an employee’s timecard or paycheck should be immediately brought to the attention of the supervisor.

15.G.5. Tax Withholding: The Company shall deduct Federal and State Income Tax in accordance with standard practices with scheduled deductions for employees agreeing in writing to such withholding. Such Agreement shall be binding upon the employee 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/her agreement prior to the start of each new calendar year.

15.G.6. The Company will continue to submit quarterly reports to the Internal Revenue Service with the names and Social Security number of the employees who have elected no to have withholdings from their paycheck.

H. Uniforms, Tools and Equipment

15.H.1. Tools and equipment and protective garments necessary to perform the work and/or necessary to safeguard the health of, or to prevent injury to an employee’s person shall be provided, maintained, and paid for by the Company.

Cooler employees and Shipping & Receiving employees: The Company will provide two (2) special protective suits or garments per year to the employees in the cooler. The employee will be responsible for cleaning or washing these suits or garments.

The General Laborers from Crew 8 assigned to harvesting rooms shall be provided uniforms.

15.H.2. Employees shall be responsible for returning all such equipment which was checked out to him, but shall not be responsible for normal breakage, wear, and tear. Employees shall be charged actual cost of the deposit, as the case may be for equipment that is not returned. Receipts for returned equipment shall be given to the employee by the Company.

15.H.3. Prescription safety glasses will be provided to those individuals in classifications requiring eye protection and who normally wear prescription lenses. The Company will maintain the right to provide sourcing for prescription safety glasses and set logical guideline of replacement and normal wear expectations.

15.H.4. Safety Shoes: The Company will reimburse the cost of ANSI approved safety shoes as provided below, one (1) pair per year for those employees who work in classifications which require foot protection. A second pair will be provided if the first pair are deemed unusable by the employee’s supervisor. The purchase price, not to exceed the schedule below, will be reimbursed to the employee with proof of purchase, which includes the name and telephone number of the seller.

Among the classifications which are eligible to buy safety shoes under the provisions of this section are Operators 1, Operators 2, and General Laborers in Crew 8 who are assigned to the harvesting rooms.

<table>
<thead>
<tr>
<th>Year of Agreement</th>
<th>Reimbursement</th>
</tr>
</thead>
<tbody>
<tr>
<td>First</td>
<td>$100.00</td>
</tr>
<tr>
<td>Second</td>
<td>$125.00</td>
</tr>
<tr>
<td>Third</td>
<td>$125.00</td>
</tr>
<tr>
<td>Fourth</td>
<td>$125.00</td>
</tr>
<tr>
<td>Fifth</td>
<td>$150.00</td>
</tr>
</tbody>
</table>

16. INCOME MAINTENANCE

A. Severance Pay
16.A.1. In the event a worker is permanently laid off due to the company’s closing, moving it’s operation to another geographical area, merger, loss of lease or contract, conversion or sale and the worker has more than one (1) year of service with Monterey Mushrooms, Inc., the Company and the Union agree to meet and negotiate the effects of said layoff.

16.A.2. The Company’s liability will be limited to a maximum of two (2) weeks severance pay regardless of length of service.

17. VACATIONS

A. Eligibility

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

<table>
<thead>
<tr>
<th>SERVICE</th>
<th>%PAY</th>
<th>VACATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>After One Continuous Year</td>
<td>2%</td>
<td>One Week</td>
</tr>
<tr>
<td>After Two Continuous Years</td>
<td>4%</td>
<td>Two Weeks</td>
</tr>
<tr>
<td>After Eight Continuous Years</td>
<td>6%</td>
<td>Three Weeks</td>
</tr>
<tr>
<td>After Sixteen Continuous Years</td>
<td>8%</td>
<td>Four Weeks</td>
</tr>
<tr>
<td>After Twenty Continuous Years</td>
<td>9%</td>
<td>Four Weeks</td>
</tr>
</tbody>
</table>

B. Vacation Pay

17.B.1. Vacation pay will be paid according to the schedule, which appears above in 17.A.1.

17.B.2. An employee whose employment terminates will receive prorated vacation pay earned in accordance with sections 17.A.1. and 17.B.1 above.

C. Scheduling

17.C.1. If more employees want a particular vacation period than can be reasonably spared, the employee with the highest seniority shall have first preference for the vacation period.

17.C.2. Vacations may be scheduled at any time after the anniversary date with the approval of the Company, but must be scheduled within one year.

D. Extended Vacations

17.D.1. The Company agrees to continue its past practice with respect to permitting employees to combine vacation leave with leaves of absence.

18. HOLIDAYS

A. Observance of Holidays
18. A.1. Commencing with the effective date of this Agreement, the following shall be paid holidays:

1. New Year’s Day
2. President’s Day
3. Good Friday
4. Ceasar Chavez’ birthday
5. Independence Day
6. Labor Day
7. Thanksgiving Day
8. Christmas Day

B. Pay

18.B.1 Holiday pay is defined as eight (8) hours times the worker’s regular straight time hourly rate or with respect to piece rate workers, eight (8) hours times the worker’s average straight time piece rate earned in the preceding payroll period. CPD Holiday pay is to be paid at five hours of the employee’s regular or average piece rate for the contract period.

18.B.3. Work on any holiday shall be paid at time-and-one-half the employee’s regular rate in addition to holiday pay.

C. Eligibility

18.C.1. To be eligible for holiday pay, the employee must work his/her scheduled work days immediately before and after the holiday and, if he/she is scheduled, must work the holiday; provided, however, that failure to satisfy these requirements for acceptable reasons will not disqualify the employee from holiday pay. The Company will require verification.

D. Holidays During Vacations

18.D.1. An employee who is on scheduled vacation when a holiday occurs shall receive the holiday pay.

18.D.2. If a paid holiday occurs during the employee’s vacation, the employee will receive holiday pay for that day and observe another day of vacation in lieu of the holiday, which may be added to extend the vacation period.

19. INSURANCE

A. Insurance Benefits

19. A.1. The medical insurance through Blue Shield and Kaiser shall continue with the employer and employee contribution rates in effect as of the date of signing of this agreement through December 31, 2001 without change.

19. A.2. All new hires shall only be eligible to be enrolled in the Robert F. Kennedy Farm Workers Medical Plan. During the next open enrollment period following date of hire, they may elect to be covered by Kaiser.

19. A.3. Commencing on January 1, 2002, the Company will contribute $1.713 for each hour worked by each employee toward the cost of medical insurance. The first payment to the Robert F. Kennedy Farm Workers Medical Plan will be based on November 2001 hours. The last payment of this collective bargaining agreement will be paid in September, 2006, based on
August, 2006, hours for October 2006 coverage. During an open enrollment period in October 2001, each employee shall have the option of electing coverage by the Robert F. Kennedy Farm Workers Medical Plan A01A and PUD #3 dental plan or by the Kaiser Permanente Traditional Plan, which will be effective January 1, 2002. Any cost for either insurance plan not covered by the $1.713 per hour employer contribution shall be borne by the employee. This amount shall be deducted from the employee’s earnings through payroll deduction in order to maintain the employee’s insurance coverage.

19. A. 4. Should the premium for the same benefits under either insurance plan increase on any of each plan’s annual renewal dates which fall within the five years period of this collective bargaining agreement (renewal dates are currently September 1 for the Robert F. Kennedy Farm Worker's Medical Plan and January 1 for Kaiser Permanente), the Company’s additional contribution shall not exceed 11% increase above the previous year’s premium. Should at any time during the life of this agreement the premium for the same benefits exceed the 11% annual cap, either party may request that benefits be modified or reduced, that one of the medical plan options be dropped, or that a new insurance provider be obtained in order to avoid instituting an employee contribution or increasing the existing employee contribution. Benefits may not be modified or reduced, nor may a new insurance provider be obtained without mutual agreement of the parties.

19. A. 5. An open enrollment period will be held in October of each year of this collective bargaining agreement in which each employee will have the option of changing from one medical insurance plan to the other. Changes may be made only during open enrollment.

19. A. 6. Eligibility for benefits under the Robert F. Kennedy Farm Workers Medical Plan is based on the employee having worked the minimum number of hours stated by the Plan during each Monterey Mushrooms, Inc. accounting month. When covering employees not working due to vacations and certain kinds of leaves of absence, the Company shall be required to contribute to the Robert F. Kennedy Farm Workers Medical Plan for no more than the number of hours necessary to qualify the employee for coverage.

19. A. 7. In the event that an employee waives medical insurance coverage, there shall be no premium payment due to either the Robert F. Kennedy Farm Workers Medical Plan or to Kaiser Permanente.

20. PENSION

20.A.1. The Company will contribute $.06 per man-hour to the Juan De LaCruz Pension Plan.

21. AMENDMENT AND DURATION

A. Automatic Renewals, Terminations and Renegotiations

21.A.1. This Agreement shall be in full force and effect for a period of five (5) years through and including October 7, 2006. Year One shall be from October 7, 2001, through and including October 5, 2002. Year Two shall be from October 6, 2002 through and including October 4, 2003. Year Three shall be from October 5, 2003 through and including October 9, 2004. Year Four shall be from October 10, 2004 through and including October 8, 2005. Year Five shall be from October 9, 2005 through and including October 7, 2006. 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 agreement shall remain in full force and effect.

B. Reopeners

21.B.1. No provision or term of this Agreement may be amended, modified, changed, altered, or waived except by written document executed by the parties hereto.

C. Separability

21.C.1. Should any part hereto or any provision(s) herein contained by rendered or declared invalid by reason of any existing or subsequently enacted legislation or by decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

21.C.2. If any provision(s) is declared to be in conflict with law, the parties agree to meet, within a reasonable period of time, to negotiate a substitute provision(s).

For the Union: [Signature]

Date: [Date]

For the Company: [Signature]

Date: October 19, 2001

[Signature]

[Signature]

[Signature]

[Signature]
LETTER OF UNDERSTANDING A

The Union and the Company agree to meet following signing of the collective bargaining agreement to determine a number of employees to be allowed to take vacation or leave of absence at any one time from each crew or work unit.

For the Union:

Date:

For the Company:

Date: October 19, 2001

Edward R. Hall
LETTER OF UNDERSTANDING B

If the Shipping & Receiving, Operators I or Operators 2 have a work load that does not permit them to operate the vacuum tube, they will receive assistance or more employees will be added to the crew.

For the Union:

Date:  

Rogelio C. Loredo

Florencio Zamudio

Angel Ramirez

For the Company:

Date: October 19, 2001

Michael C. Nilong

Edward A. Hall

Angel Ramirez

Florencio Zamudio

Benito Garcia
LETTER OF UNDERSTANDING C

The Company agrees to meet with the Union to discuss implementation of the procedures for doing direct pick.

For the Union:
Date: [Signature]
Angelito G. Lopez
Florencio Rueda
Angel Ruis
Ricardo Ramirez
Ascencion Zamudio
Benito Landa
Casimiro Alvarez

For the Company:
Date: October 19, 2001
Michael C. R. Kopp
Edward S. Stoltz
LETTER OF UNDERSTANDING D

If the employee wishes to purchase vision coverage the Company agrees to deduct the cost of Robert F. Kennedy Farm Workers Medical Plan VSP Vision coverage from the employee’s earnings upon presentation of a signed payroll deduction authorization form.

For the Union:  
For the Company:

Date: _October 19, 2001_  
Date:  

[Signatures]

[Signatures]