COLLECTIVE BARGAINING AGREEMENT

between

SANTA CLARA PRODUCE, INC.

and

UNITED FARM WORKERS OF AMERICA

AFL-CIO

November 4, 1981 -- September 15, 1984
# Table of Contents

<table>
<thead>
<tr>
<th>Article</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>PARTIES</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>ARTICLE 1:</td>
<td>RECOGNITION</td>
<td>2-3</td>
</tr>
<tr>
<td>ARTICLE 2:</td>
<td>UNION SECURITY</td>
<td>3-5</td>
</tr>
<tr>
<td>ARTICLE 3:</td>
<td>HIRING</td>
<td>5-7</td>
</tr>
<tr>
<td>ARTICLE 4:</td>
<td>SENIORITY</td>
<td>7-14</td>
</tr>
<tr>
<td>ARTICLE 5:</td>
<td>GRIEVANCE AND ARBITRATION PROCEDURE</td>
<td>14-20</td>
</tr>
<tr>
<td>ARTICLE 6:</td>
<td>NO STRIKE CLAUSE</td>
<td>20-21</td>
</tr>
<tr>
<td>ARTICLE 7:</td>
<td>RIGHT OF ACCESS TO COMPANY PROPERTY</td>
<td>21</td>
</tr>
<tr>
<td>ARTICLE 8:</td>
<td>DISCHARGE</td>
<td>21-22</td>
</tr>
<tr>
<td>ARTICLE 9:</td>
<td>DISCRIMINATION</td>
<td>22</td>
</tr>
<tr>
<td>ARTICLE 10:</td>
<td>WORKER SECURITY</td>
<td>23</td>
</tr>
<tr>
<td>ARTICLE 11:</td>
<td>LEAVE OF ABSENCE</td>
<td>23-25</td>
</tr>
<tr>
<td>ARTICLE 12:</td>
<td>MAINTENANCE OF STANDARDS</td>
<td>25-26</td>
</tr>
<tr>
<td>ARTICLE 13:</td>
<td>SUPERVISORS</td>
<td>26</td>
</tr>
<tr>
<td>ARTICLE 14:</td>
<td>HEALTH AND SAFETY</td>
<td>26-28</td>
</tr>
<tr>
<td>ARTICLE 15:</td>
<td>MECHANIZATION</td>
<td>29</td>
</tr>
<tr>
<td>ARTICLE 16:</td>
<td>MANAGEMENT RIGHTS</td>
<td>29-30</td>
</tr>
<tr>
<td>ARTICLE 17:</td>
<td>UNION LABEL</td>
<td>30-31</td>
</tr>
<tr>
<td>ARTICLE 18:</td>
<td>NEW OR CHANGED JOB OPERATIONS</td>
<td>31-32</td>
</tr>
<tr>
<td>ARTICLE 19:</td>
<td>HOURS OF WORK, OVERTIME, AND WAGES</td>
<td>32-34</td>
</tr>
<tr>
<td>ARTICLE 20:</td>
<td>REPORTING AND STANDBY TIME</td>
<td>35</td>
</tr>
<tr>
<td>ARTICLE 21:</td>
<td>REST PERIODS</td>
<td>35-36</td>
</tr>
<tr>
<td>ARTICLE 22:</td>
<td>VACATION</td>
<td>36-37</td>
</tr>
<tr>
<td>ARTICLE 23:</td>
<td>BEREAVEMENT</td>
<td>38</td>
</tr>
<tr>
<td>ARTICLE 24:</td>
<td>HOLIDAYS</td>
<td>38-39</td>
</tr>
<tr>
<td>ARTICLE 25:</td>
<td>JURY DUTY &amp; WITNESS PAY</td>
<td>40</td>
</tr>
<tr>
<td>ARTICLE 26:</td>
<td>RECORDS AND PAY PERIODS</td>
<td>40-41</td>
</tr>
<tr>
<td>ARTICLE 27:</td>
<td>INCOME TAX WITHHOLDING</td>
<td>41</td>
</tr>
<tr>
<td>ARTICLE 28:</td>
<td>CREDIT UNION WITHHOLDING</td>
<td>41</td>
</tr>
<tr>
<td>ARTICLE 29:</td>
<td>ROBERT F. KENNEDY FARMWORKERS MEDICAL PLAN</td>
<td>41-42</td>
</tr>
<tr>
<td>ARTICLE 30:</td>
<td>REPORTING ON PAYROLL DEDUCTIONS &amp; FRINGE BENEFITS</td>
<td>42</td>
</tr>
<tr>
<td>ARTICLE 31:</td>
<td>FAMILY HOUSING</td>
<td>42-43</td>
</tr>
<tr>
<td>ARTICLE 32:</td>
<td>BULLETIN BOARDS</td>
<td>43</td>
</tr>
<tr>
<td>ARTICLE 33:</td>
<td>SUBCONTRACTING</td>
<td>43-44</td>
</tr>
<tr>
<td>ARTICLE 34:</td>
<td>GROWER-SHIPPER CONTRACTS</td>
<td>44-45</td>
</tr>
<tr>
<td>ARTICLE 35:</td>
<td>MODIFICATION</td>
<td>46</td>
</tr>
<tr>
<td>ARTICLE 36:</td>
<td>SAVINGS CLAUSE</td>
<td>46</td>
</tr>
<tr>
<td>ARTICLE 37:</td>
<td>SUCCESSOR CLAUSE</td>
<td>46</td>
</tr>
<tr>
<td>ARTICLE 38:</td>
<td>TRAVEL ALLOWANCE</td>
<td>47</td>
</tr>
<tr>
<td>ARTICLE 39:</td>
<td>COST OF LIVING ALLOWANCE</td>
<td>48-49</td>
</tr>
<tr>
<td>ARTICLE 40:</td>
<td>LOCATIONS OF COMPANY OPERATIONS</td>
<td>49</td>
</tr>
<tr>
<td>ARTICLE 41:</td>
<td>DURATION OF AGREEMENT</td>
<td>50</td>
</tr>
<tr>
<td>SUPPLEMENTAL AGREEMENT</td>
<td></td>
<td>51</td>
</tr>
<tr>
<td>APPENDIX &quot;A&quot; -- WAGE RATES</td>
<td></td>
<td>52-53</td>
</tr>
<tr>
<td>QUALITY OF VEGETABLE WORKMANSHP</td>
<td></td>
<td>54-55</td>
</tr>
<tr>
<td>SUPPLEMENTAL AGREEMENT - RECOGNITION</td>
<td></td>
<td>56</td>
</tr>
<tr>
<td>SUPPLEMENTAL AGREEMENT - HIRING</td>
<td></td>
<td>57</td>
</tr>
<tr>
<td>SUPPLEMENTAL AGREEMENT - SUPERVISORS</td>
<td></td>
<td>58</td>
</tr>
<tr>
<td>SUPPLEMENTAL AGREEMENT - ROBERT F. KENNEDY FARMWORKERS MEDICAL PLAN</td>
<td></td>
<td>59</td>
</tr>
<tr>
<td>SUPPLEMENTAL AGREEMENT - LOCAL ISSUES</td>
<td></td>
<td>60-69</td>
</tr>
</tbody>
</table>
PARTIES

This Agreement and Supplemental Agreements attached hereto are between SANTA CLARA PRODUCE, INC., hereafter called "the Company" and the UNITED FARM WORKERS OF AMERICA, AFL-CIO, hereafter called "the Union." The parties agree as follows:
ARTICLE 1: RECOGNITION

A. The Company does hereby recognize the Union as the sole labor organization representing all of the Company's agricultural employees (hereafter called "workers") in the unit set forth in Agricultural Labor Relations Board's certification in case number 75-RC-. In the event the Agricultural Labor Relations Board certifies other employees not here included within the certified unit, such additional employees shall be included under the terms of this Agreement. The term "worker" shall not include packing shed workers, office and sales employees, security guards and supervisory employees who have the authority to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward or discipline other workers or the responsibility to direct them or adjust their grievances or effectively recommend such action, if, in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature but requires the use of independent judgment.

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

C. The Company further recognizes the rights and obligations of the Union to negotiate wages, hours and conditions of employment and to administer this Agreement on behalf of covered workers.
D. Neither the Company nor its representatives will take any action to disparage, denigrate or subvert the Union. Neither the Union nor its representatives will take any action to disparage, denigrate or subvert the Company.

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

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

ARTICLE 2: UNION SECURITY

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

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

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

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

ARTICLE 3: HIRING

A. The Company shall not discriminate against any worker in hiring because of race, age, creed, color, religion, sex, political belief, national origin, language spoken, or union activity. It is agreed that this obligation includes but is not limited to the following: hiring, placement, recruitment, and advertising or solicitation for employment.

B. The Company shall designate a person or persons for each crop or farming operation who are authorized to hire new employees. Crew foremen and labor contractors shall not have the authority to hire. The Company shall, immediately upon the signing of this Agreement, provide a list to the Union's local office with a copy of the Ranch Committee, with the names of
management personnel authorized to hire and, thereafter, shall immediately inform the Union and the Ranch Committee of any subsequent change in personnel authorized to hire.

C. The Company shall not act in an unjust or arbitrary manner in its hiring practice.

D. All prospective employees seeking employment at the Company shall fill out and sign an application. Upon reasonable notice, the Union will be given access to the Company's hiring records, including but not limited to applications and notices of rejection.

E. Whenever at the beginning of any operating season in any area or operation of the Company, the Company anticipates the need for new or additional workers to perform any work covered by this Agreement, the Company shall, at least two (2) weeks prior to the date of anticipated need for such workers, notify the Union in writing, stating the number of workers needed, the type of work to be performed, the estimated starting date of the work and the approximate duration thereof. The Company shall notify the Union promptly of any change in estimated starting date; however, the Company shall give to the Union the exact starting date no later than forty-eight (48) hours prior to the actual date for commencement of the work. In no instance shall such notice to the Union be given less than seventy-two (72) hours before applications will be accepted by the Company. For the beginning of the season, such notice will include the date, place, and time applications will be accepted.
F. The Company shall notify the union in writing within forty-eight (48) hours of the date of hire of the names, social security number, date hired and job classifications of all new workers hired, and shall provide a copy of such notification to the Ranch Committee and appropriate Shop Steward. Article 2: Union Security, Section D, shall apply to such newly hired workers.

G. All seniority workers shall be recalled to work in accordance with the provisions of Article 4, and local seniority issues.

H. The Company shall notify the Union seven (7) days, or as soon as possible, in advance of any layoffs.

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

J. It is expressly understood and agreed that disputes which arise under this Article shall be subject to the Grievance and Arbitration Procedure of this Agreement.

ARTICLE 4: SENIORITY

A. Seniority shall be defined as a total length of continuous service with the Company. After a worker has worked
for the Company at least fourteen (14) workdays within the pre-
ceeding ninety (90) calendar days, he or she shall acquire
seniority on the fourteenth day of work retroactive to his or 
her date of hire. It is understood that the days prior to 
acquiring seniority do not establish nor shall ba a probation-
ary period. There shall not be layoffs for the purpose of 
circumventing acquisition of seniority.

B. Seniority shall be lost for the following reasons 

only:

1. Voluntary quitting
2. Discharge for just charge
3. When on layoff, failure to report within three (3) 
working days after being called unless satis-
factory reasons are given.
4. When the worker fails to report to work at the 
termination of a leave of absence or vacation 
without an approved extension as per Article 9, 
Leaves of Absence, of this Agreement.
5. If an employee is promoted to a job outside the 
bargaining unit and later is returned to the bar-
gaining unit, he shall not lose his seniority, 
provided he is returned to the bargaining unit 
within three (3) months. If he is returned to the 
bargaining unit after three (3) months, he shall 
establish a new seniority date.
6. When a worker fails to report to work without 
prior notice for three days.
7. Any worker rehired after loss of Seniority as provided above shall establish a new seniority date as provided in Section A above.

C. Company shall maintain separate seniority for each area and for each of the classifications listed below.

1. Tractor drivers and Chemical appliers - Oxnard, Lompoc, Guadalupe-Santa Maria
2. Irrigators - Oxnard, Lompoc, Guadalupe-Santa Maria
3. Celery Transplant - Oxnard, Lompoc
4. Thin and Hoe, Cauliflower Harvest, Broccoli Harvest, and General Labor Crews - Oxnard, Lompoc, Guadalupe-Santa Maria
5. Celery Harvest Crew - Oxnard, Lompoc, Guadalupe-Santa Maria
6. Mixed Lettuce Harvest Crew - Oxnard, Lompoc, Guadalupe-Santa Maria
7. Lettuce Harvest Crew - Oxnard, Lompoc, Guadalupe-Santa Maria
8. Miscellaneous Bunch Items - Oxnard, Lompoc, Guadalupe-Santa Maria

D. In the layoff of workers due to lack of work or at the end of the Company's operating season, the worker with the least seniority shall be laid off first, and in recall of workers from layoff, workers with the highest seniority shall be recalled in their order of seniority in accordance with Section C, above.
E. The filling of vacancies, new jobs, promotions, demotions, transfers, reclassifications shall be on the basis of seniority, provided however, the worker is able to do the work with reasonable efficiency under normal supervision. In such cases, the supervisor will fully explain the job duties and requirements and give the worker a reasonable time to meet the job requirements.

F. Whenever a vacancy occurs in a job classification in any area or crew with a higher rate than general labor, such vacancy shall be posted in the area where the vacancy occurs on the Company's bulletin boards. A copy of such posting shall be provided to the Ranch Committee. The posting shall be made at least five (5) days before the vacancy is permanently filled. Workers with seniority desiring consideration for the higher rated job will so indicate by signing the posting. The senior worker shall be selected for the vacancy as provided herein-after, provided, however, the worker is able to do the work with reasonable efficiency under normal supervision. If such worker cannot perform the job, he or she shall return to his or her former classification and rate and the Company will then select the next senior worker who had signed the posting.

(1) Job Classifications 1-4 -- Priorities in Filling Vacancies

A. Whenever a vacancy occurs in any job classification or crew in the same geographical area, workers who have seniority in the same classification shall have first preference in the filling of the vacancy;
B. Whenever a vacancy occurs in any job classification or crew in the same geographical area, workers who have seniority in different classifications shall have the next priority in the filling of the vacancy;

C. Whenever a vacancy occurs in any job classification or crew in another geographical area, workers who have seniority in the same classification shall have the next priority in the filling of the vacancy;

D. Whenever a vacancy occurs in any job classification or crew in another geographical area, workers who have seniority in different classifications shall have last priority in the filling of the vacancy.

(2) Job Classifications 5-8 -- Priorities in Filling Vacancies

A. When a vacancy occurs in any job classification or crew in any geographical area, workers who have seniority in the same classification in any geographical area shall have first priority in the filling of the vacancy;

B. When a vacancy occurs in any job classification or crew in a geographical area, workers who have seniority in a different classification in the same geographical area shall have next priority in the filling of the vacancy;

C. For workers who are seeking work in another classification or in another geographical area, appropriate forms shall be made available by the foreman upon request which they shall fill out, including the name, address, phone number or other means of communicating with said worker. Such forms shall be
returned by the employee to the Company office or other designated Company representative. Workers called will be given at least three (3) days notice to report and must report within three (3) days of the starting date.

G. The Employer, when anticipating the recall of seniority workers, shall notify the worker and the Union in writing not less than fourteen (14) days prior to the estimated starting date of the work, and such notice shall include worker's name, Social Security number, seniority date, job or classification, and the approximate duration of the work. The Company shall then notify the workers by any or all of the following means: posting on the Company bulletin boards, posting at the Union office, radio announcements, and by providing the information to those workers who call the Company office. Such notice shall be given at least forty-eight (48) hours in advance of the starting date of work. All such notice of recall shall make reference to Article 4 of the contract between Santa Clara Produce and the United Farm Workers of America. All notices of recall shall be in writing as per attached form in appendix (c) of the Agreement and may be mutually agreed upon post-card form. All notices shall be mailed first class. The Company will mail to the Union a list of the employees to whom such notices have been transmitted, together with the reporting date for each employee and the address to which notice was sent. When recall notices sent to workers are returned to Company with postal services notification of nondelivery, the Union shall be notified of the worker's name and address from which the notice
was returned, and the Company shall make available to the Union, on request any such return notice.

H. The Company will notify the Union in writing of layoffs, not less than seven (7) days prior to seasonal layoff, and will furnish Union with a list of those workers prior to layoff.

I. It shall be the responsibility of the worker to notify the Company of his mailing address that he or she wants the notice to be sent and of any address change during layoff. All notice required under this article shall be sent to that address.

J. Beginning with the signing of this Agreement, and two (2) weeks prior to the start of an operation or each two (2) months thereafter, whichever comes first, the Company shall provide the Union with an up-to-date seniority list, showing the names of each worker, his or her seniority date, Social Security number and job classification. The Company shall post such seniority list on the Company's bulletin board as follows:

The seniority lists shall be posted by the Company at the signing of this Agreement and thereafter, at the start of each operation or every two (2) months, whichever comes first for a period of two (2) weeks.

If a question arises concerning the accuracy of the lists, the Union and Company have up to two (2) weeks, after the posting is completed, to resolve the dispute. If the dispute remains after two (2) weeks, any unresolved matters relating to the seniority lists shall be submitted to expedited arbitration.

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

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

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

ARTICLE 5: GRIEVANCE AND ARBITRATION PROCEDURE

A. The parties to this Agreement agree that all disputes which arise between the Company and the Union out of the interpretation or application of this Agreement shall be subject to the Grievance and Arbitration Procedure. The parties further agree that the Grievance Procedure of this Agreement shall be the exclusive remedy with respect to any disputes arising under this Agreement, and no other remedies shall be utilized by any person with respect to any dispute involving this Agreement until the grievance procedure has been exhausted. Any claim by Union that the on-job conduct of any non-bargaining unit employee is abusive of any worker may be treated as a grievance, provided that such grievance is specified in detail, and has occurred more than once.
B. If the Company requests a grievance meeting during regular working hours, the grievant(s), Steward's and Grievance Committee's functions shall be performed without any loss of pay.

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

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

E. Where the presence of a particular supervisor, employee or Union representative is necessary for the settlement of a grievance, the Company and the Union shall attempt to make such person available at the appropriate step.

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

G. STEP ONE: Any grievance arising under this Agreement shall be immediately taken up between the Company Supervisor involved and the Union Steward. They shall use their best efforts to resolve the grievance. In the event grievances are not settled, the grieving party shall reduce the grievance to writing, setting forth a brief explanation of the nature of the grievance as it can be ascertained at the time, and the remedy requested. A grievance regarding the discharge of any employee must be filed in writing within five (5) days of the discharge. All other grievances must be filed in writing within thirty (30) days of the occurrence of the grievance or thirty days of the
H. **STEP TWO:** Any grievance not resolved in Step One shall be discussed in a meeting between the Grievance Committee and the Company representative delegated to resolve such matters not later than ten (10) calendar days after the filing of the grievance in writing. If the grievance is not satisfactorily resolved in such meeting, the party receiving the grievance shall, within two (2) work days, give a written response to the other regarding its position, including reason for denial. The failure of the grieving party to appeal to Step Two within thirty (30) calendar days shall waive the grievance. A Union representative may fully participate in the grievance meeting.

I. **STEP THREE:** If the foregoing fails to produce settlement, the grievance shall be referred in writing to an arbitrator within thirty days after the Second Step. The Arbitrator shall consider and decide the grievance referred to him. In case where more than one grievance is referred to arbitration, the arbitrator may hold consecutive hearings to expedite hearings.

The arbitrator shall not have the authority or jurisdiction to modify, add to, detract from, or alter any provision of this Agreement. Within such limitations, among other things he shall have the authority to: (1) award back pay for any loss of earnings from the Company; (2) revoke any form of discipline including discharge; and (3) to order compliance by all parties with provisions of this Agreement.

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

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

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

J. The parties agree to designate a permanent arbitrator,
who shall be ___________________. If the arbitrator shall at
any time be unable or refuse to act, or if he vacates his posi­
tion, the Company and the Union shall immediately select his
successor or substitute. However, after such selected permanent
arbitrator has served for at least six months, and at six month
intervals thereafter, either party may request a new Permanent
Arbitrator be selected, whereupon the parties shall select his
successor. In the event the parties are unable to mutually
agree on a new Permanent Arbitrator, the procedures outlined in
the next two paragraphs of this Section G shall be applicable,
until such time as the parties are again able to agree on a
permanent arbitrator. The parties will make a good faith effort
to agree on a successor Permanent Arbitrator. In the event they
are unable to agree, not later than fifteen days after the need
for such arbitrator arises, if requested by either the Company
or the Union, a panel of eleven arbitrators shall be requested
from either the American Arbitration Association, or the Federal
Mediation and Conciliation Service.
After receipt of the list, the parties shall meet to select an arbitrator. If the parties cannot agree upon the selection of an arbitrator, then they shall turn to the list of arbitrators. The party to strike first shall be selected by a coin toss. That party shall strike the first name from each list. The name remaining after each party has struck five shall be the person designated as Permanent Arbitrator and is the arbitrator for that particular grievance.

K. Expedited Grievance and Arbitration. The parties agree that the primary purpose of the grievance procedure is to resolve grievances as speedily as possible and to maintain good relations between the Union, the Company and the workers. It is recognized that there are times and there are certain issues that may arise wherein it is to the best interest of all concerned to have a resolution of the matter more quickly than provided in the above procedure. Accordingly, it is agreed that grievances specified elsewhere in this Agreement may, at the request of the grieving party, be expedited to arbitration.

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

L. The arbitrator shall be entitled to make a field examination.

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

N. Should either party fail or refuse to participate in any steps of the grievance machinery, the grieving party shall have the right to refer the matter immediately to Step 3 and apply to the arbitrator for a formal hearing. An application for such a hearing may be ex parte, provided that the applying party has given reasonable notice to the opposing party of its intention to proceed to arbitration and of its application to the arbitrator. If the arbitrator finds that he or she has the authority under the terms of this Agreement to hear the matter, he or she will so notify both parties in writing and proceed to schedule a formal hearing on the merits of any such petition or grievance. Such hearing may be ex parte, i.e., with only one side present, provided that the parties have both received at least two (2) weeks notice of the hearing. The Permanent Arbitrator may temporarily delay an ex parte hearing to permit
ARTICLE 6: NO STRIKE CLAUSE

Section 1: There shall be no strikes, slowdowns, sitdowns, picketing, boycotts or interruptions of work by the Union or by the workers covered by this Agreement, subject to the provisions of Article 10, Workers Security, and Article 14, Section 3, Health & Safety. The Union will not authorize, support or approve any such activity.

Section 2: There shall be no lockout by the Employer.

Section 3: If any of the above events occur, the officers and representatives of the Union and/or Employer, as the case may be, shall do everything within their power to end or avert such activity.

Section 4: If the Employer believes that the Union and/or the workers are violating Section 1 of this Article, the Employer will request an immediate meeting with the Union representative, who shall meet with the Employer as soon as possible and in any event within 24 hours. If the Employer and the Union representative are unable to resolve the problem at this meeting, or if the Union fails to meet with the Employer within said 24 hour period, the Employer may seek a court injunction against the alleged violation of Section 1, without prior resort to the grievance procedure. However, the Employer shall not seek money damages in court for breach of Article 12, No Strike-No Lockout, without first exhausting the provisions.
of Article 5, Grievance and Arbitration procedure.

ARTICLE 7: RIGHT OF ACCESS TO COMPANY PROPERTY

A. Duly authorized and designated representatives of the Union (not exceeding three in number) shall have the right of access to Company premises in connection with conduct of normal Union affairs in administration of this Agreement. In the exercise of the foregoing, there shall be no unnecessary interference with the productive activities of the workers.

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

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

ARTICLE 8: DISCHARGE

A. Employer shall have the sole right to discipline and discharge employees for just cause, providing that in the exercise of this right it will not act in violation of the terms of this Agreement.

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

C. The steward or other Union representative shall have the right to interview employees in private. Within forty-eight (48) hours after any discharge for just cause, the Union representative will be notified in writing the reasons for such discharge.

D. Individual performance in relation to piece rates, or incentive plans, shall not be conclusive evidence for the purpose of disciplining or discharging any employee. This provision shall not, however, constitute any limitation on any of the Employer's rights to discipline or discharge for unsatisfactory work performance.

E. Discharge and other disciplinary actions are subject to the Grievance and Arbitration provisions of this Agreement.

ARTICLE 9: DISCRIMINATION

In accordance with the policies of the Company and the Union, it is agreed that there shall be no discrimination against any worker because of race, age, creed, color, religion, sex, political belief, national origin, language spoken or union activity.
ARTICLE 10: WORKER SECURITY

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

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

C. The provisions of this Article are not limitations in any way on the rights of the Company as set forth in Article 34, Grower-Shipper Contracts. The provisions of Article 14, Section C, Health and Safety, also apply.

ARTICLE 11: LEAVE OF ABSENCE

A. Leave of Absence for Union Business. Any worker elected or appointed to an office position in the Union shall be granted a leave of absence for a period of continuous service with the Union upon written request of the Union. Ten (10) days notice must be given the Company before the worker takes leave to accept such office or position or chooses to return to work. Such leaves of absence shall be without pay. Seniority shall not be broken or suspended by reason of such leave, however periods of such continuous service, greater than one year, with the Union shall not be included in computations of the Vacation pay.

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

1. Written notice shall be given by the Union to the Company at least two (2) days prior to commencement of any such leave;

2. Such leaves of absence shall only be granted to workers engaged in hoeing and thinning, harvesting, and sorting and packing and shall not exceed 10% of any such crew.

3. This section shall not apply to operations during critical periods such as the first and last weeks of the harvest, if it would harm operations.

C. Other Leaves. A leave of absence without pay may also be granted by the Company upon its approval to seniority workers for any of the following reasons without loss of seniority:

1. For Jury Duty or Witness Duty when subpoenaed.

2. Up to two (2) years of illness or injury requiring absence from job. The Company may require substantiation by medical certificate or other adequate proof of illness; or

3. For valid personal reasons not to exceed thirty (30) days.

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

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

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

ARTICLE 12: MAINTENANCE OF STANDARDS

All practices relating to wages, hours of work, and working conditions shall be maintained at no less than the highest standard in effect at the time the Agreement is signed, except as they are changed or eliminated by agreement.
It is understood and agreed by the parties, that despite the provisions of Article 12, Maintenance of Standards, the Employer may pursuant to Article 16, Management Rights, for legitimate business reasons, change or eliminate a local working condition, if, as the result of action taken by the Employer, the basis for the existence of the local working condition is changed or eliminated, thereby making it unnecessary to continue such local working condition, provided however, that if such a change or elimination is made by the Employer, any affected worker shall have recourse to the grievance procedure and arbitration, if necessary, to have the Employer justify its action. The Employer shall not discontinue a local working condition as a result of the signing of the Agreement.

ARTICLE 13: SUPERVISORS

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

ARTICLE 14: HEALTH AND SAFETY

A. The Company and Union are interested in the health and safety of employees while working with the Company. It is
understood and agreed that it is necessary in the sophisticated farming practices of today that certain agricultural chemicals must be used for the control of pests and growth of the product. Company recognizes that use of certain chemicals may be injurious to farm workers. The use of such chemicals injurious to farm workers must be so as not to cause injury to employees. If the Union in good faith believes such use may be injurious or has caused injury to workers, Company agrees to make available to Union upon request such records as will disclose the following:

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

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

C. No employee shall be required to work in any work situation which would immediately endanger his health or safety. An employee shall notify or attempt to notify his employer of the existence of such a condition and shall not be discharged
because he has refused to work in such conditions.

D. In accordance with law, there shall be adequate toilet facilities, separate for men and for women, in the field readily accessible to workers, that will be maintained by the Company in a clean and sanitary manner.

E. When a worker who applies organo-phosphates or carba-mates is on the Company payroll, one baseline cholinesterase test and other additional tests shall be taken on those workers so employed, at Company's expense, when organo-phosphates are used and, if requested, results of said test(s) shall be given to an authorized Union representative.

F. Adequate first-aid supplies shall be provided and kept in clean and sanitary dust-proof containers.

G. Protective garments to safeguard the worker's health shall be provided pursuant to Section B of this Article and Section I(c) of the Supplemental Agreement between the Company and the Union.

H. If a worker is injured while working to the extent that medical attention is received and the worker is unable to return to work, the Company will pay the worker's wages for the day of the injury based on the number of hours he or she would have worked that day at the hourly rate when paid on an hourly basis or at the crew's average hourly piece-rate earnings for the day of the injury, if the worker is a piece rate worker. If the Company requests, the employee will provide a written statement from his treating doctor stating that the employee was unable to return to work because of industrial injury.
ARTICLE 15: MECHANIZATION

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

ARTICLE 16: MANAGEMENT RIGHTS

A. The Company retains all traditional rights of management including, but not limited to, the following, unless they are limited by some other provision of this Agreement: to decide the nature of equipment, machinery, methods or processes used; to introduce new equipment, machinery, methods or processes, and to change or discontinue existing equipment, machinery, or processes; to determine the products to be produced, or the conduct of its business to direct and supervise all of the employees, including the right to assign and transfer employees; to determine when overtime shall be worked and whether to require overtime.

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

ARTICLE 17: UNION LABEL

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

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

Labels
1. Trademark registration
2. Printing source

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

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

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

ARTICLE 18: NEW OR CHANGED JOB OPERATIONS

A. New job classification, or any other job classification
not included in the pay scale of the Agreement or "material"
changes in the operation of existing job classifications, shall
be established and made effective by the Company in accordance
with the following procedure. All references in this Article
also refer to and include piece rates and incentives and minimum
guarantee.

(1) The Company shall notify the Union in writing of
new job classifications not included in the pay scale of this
Agreement. Such notices shall be given at least ten days in
advance of the date on which the new job classification is to
become effective or as soon as reasonably practical under all
the circumstances, but in no event later than the day the
classification is to become effective.

(2) If the Union questions the Company's action, it shall do so in writing within five days after receipt of the Company's notice, and the parties shall meet within five days of such written notice for the purpose of arriving at an agreement on the rate to be assigned to the new job classification. Whether or not the Union has agreed to the proposed rate, the Company may put the rate into effect after such notice.

B. If the Union and the Company cannot reach an agreement on the wage rate to be assigned to the job classification, the Union may submit the matter to arbitration as provided in Section I of the Grievance and Arbitration Procedure, which shall decide the dispute. The scope of such arbitration shall be the job wage rate to be assigned to the job classification considering the classification's job content.

C. Any wage rate increase agreed upon or as determined by the arbitrator shall be retroactive to the effective date of new classification or of changes in operation of existing job classification: if it is an existing classification, it shall be retroactive to date of this Agreement.

ARTICLE 19: HOURS OF WORK, OVERTIME, AND WAGES

A. Overtime: The following overtime provisions shall apply to all workers, except to irrigators.

DAILY OVERTIME:

All hours worked in excess of ten (10) hours in any
day shall be paid at one and one-half their regular rate of pay for all hours worked in excess of ten (10), except for irrigators.

SUNDAY OVERTIME:

On Sunday or any other day agreed upon between the Company and the Union to be treated as Sunday, workers shall receive time and one-half their regular rate of pay for all hours worked on such day. This section shall include irrigators, as well, only where said Sunday is the seventh consecutive day worked.

OVERTIME FOR IRRIGATORS:

Irrigators shall be compensated for all hours worked on their seventh consecutive day of work at the rate of time and one-half (1 1/2) their regular hourly rate of pay.

B. Night Shift Premium: Night shift shall apply for all workers who work a majority of their shift between the hours of 6:00 p.m. and 6:00 a.m., for which night shift the worker shall be paid a premium of .25¢ per hour for all hours worked. Commencing with the first anniversary date of this Agreement, such night shift premium shall be increased to .50¢ per hour for each hour worked.

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

D. 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.

E. The Company agrees that normally piece rate crews,
except for loaders will not be required to work more than eight (8) hours in any given day, except where emergency crop conditions or orders demand it. It shall not be a violation of this Agreement for crews to work more than eight (8) hours.

F. When a worker performs work in a higher rated job, he shall be paid at the higher rate for all time worked, but shall in any event not be paid such higher rate for less than one (1) hour in such day.

G. When a worker is working as a trainee for qualification for a higher rated job, he shall be paid for his training period at his regular rate of pay for a time period not to exceed twenty-eight (28) continuous calendar days.

H. Wage rates for specified classifications are set forth in Appendix "A" attached hereto.
ARTICLE 20: REPORTING AND STANDBY TIME

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

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

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

B. A worker shall be paid for all time he is required to remain on the job at the hourly rate. This shall not apply to piece rate workers after they commence work.

C. Any call may be rescinded by a good faith effort to notify employees at least six (6) hours prior to the time scheduled for reporting to work.

ARTICLE 21: REST PERIODS

Hourly workers shall have paid rest periods of ten (10) minutes each, which insofar as practical shall be in the middle
ARTICLE 22: VACATION

A. Vacations with pay shall be granted to eligible employees who qualify for such vacations. Each year employees shall be eligible for a vacation provided that they qualify as specified in B and C below in the prior calendar year. Vacation pay shall be computed on the basis of the appropriate percent of the employee's gross earnings from the Employer in the calendar year prior to the taking of the vacation. Calendar year in this paragraph means January 1 through December 31.

B. An hourly employee who worked one thousand (1,000) hours or a piece rate employee who has worked seven hundred (700) hours in the prior calendar year, with one (1) or more years of service with the Employer will qualify to an amount equal to two percent (2%) of their total gross earnings as vacation pay and one (1) week vacation.

An hourly employee who worked one thousand (1,000) hours or a piece rate employee who has worked seven hundred (700) hours in the prior calendar year, with four (4) or more years of service with the Employer will qualify to an amount equal to four percent (4%) of their total gross earnings as vacation pay and two (2) weeks of vacation.

With the exception of Santa Clara Farms irrigators and
tractor drivers, employees may waive vacation periods, but shall receive their vacation pay in addition to their earnings for such period. For employees who desire to waive their vacation period, their vacations pay shall be deemed due and payable at any time such pay is requested after February 1st of each year. Vacation checks shall be paid by separate check.

C. If an employee's vacations period included one of the holidays set forth in Article 24, his or her vacation period shall be extended to include such holiday and shall be paid for it.

D. Vacation schedules shall be mutually agreed upon except if more employees, in the judgment of the Employer, want a particular vacation period than can be reasonable spared, the employee with the highest seniority shall have first preference for the vacation period.

E. If an employee is entitled to a paid vacation and requests the pay so due him or her prior to taking the vacation, he or she shall be paid the sum of money to which he or she is entitled, as provided above.

F. Santa Clara Farms employees who received vacation pay for 1977, shall receive the greater of that amount calculated pursuant to Section B, so long as the employee has worked the qualifying hours.
ARTICLE 23: BEREAVEMENT PAY

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

ARTICLE 24: HOLIDAYS

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

1. Thanksgiving
2. Christmas Day
3. New Years Day
4. Labor Day
5. Citizenship Participation Day

Commencing with July 15, 1983, a sixth paid holiday shall be added, which shall be Washington's Birthday.

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

B. Work on any holiday shall be paid at one and one-half time plus the workers regular rate of pay for the day worked.

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

D. To be eligible for a paid holiday not worked a worker must work at least five (5) days during the two (2) payroll weeks immediately preceding the payroll week in which the holiday falls, and must work his or her last scheduled workday both immediately preceding and after the holiday. If the next scheduled workday after the holiday is more than three (3) days after the holiday, then this requirement shall not apply.

E. The first Sunday of June of each year during the term of this Agreement, shall be designed as "Citizen Participation Day." All workers on "Citizen Participation Day" shall receive their average daily earnings, based upon the preceding payroll week. Such pay shall be in addition to any pay due the worker if he or she is required to work on the Citizenship Participation Day.

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

In the event any worker works on CPD-Day the Company shall not deduct any pay due him or her for working on such day.

F. The Union shall indemnify and hold the Company harmless from and against all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the Company for the purpose of compliance with Section D.
above, provided however, that each party will pay its respective legal costs.

G. Said monies shall be remitted to the CPD Committee of the UFW by the 25th of each month following the Sunday designated in this Agreement.
ARTICLE 25: JURY DUTY & WITNESS PAY

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

ARTICLE 26: RECORDS AND PAY PERIODS

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

B. Union shall have the rights, upon reasonably notice given the Company, to examine time sheets, work production or
other records that pertain to worker's compensation.

ARTICLE 27: INCOME TAX WITHHOLDING

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

ARTICLE 28: CREDIT UNION WITHHOLDING

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

ARTICLE 29: ROBERT F. KENNEDY FARMWORKERS MEDICAL PLAN

A. The Company shall, commencing November 4, 1981, contribute to the Robert F. Kennedy Farmworkers Medical Plan, 38¢ cents per hour for each hour worked for all workers covered by this Agreement. Contributions due shall be computed on the basis of .38 cents for every hour worked during the preceding monthly payroll period for every worker covered by the Agreement. Contributions due shall be deposited with such bank as designated
by the Administrator of the Plan. Said deposits shall be made or mailed not later than the 20th day of the month following the ending date of the previous month's payroll period. A summary report in accordance with Article 31 shall be remitted to the Robert F. Kennedy Farmworkers Medical Plan, Department No. 3-6534, Los Angeles, California 90088, or such other address as designated by the Administrator of the Fund.

ARTICLE 30: REPORTING ON PAYROLL DEDUCTIONS & FRINGE BENEFITS

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

ARTICLE 31: FAMILY HOUSING

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

ARTICLE 32: BULLETIN BOARDS

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

ARTICLE 33: SUBCONTRACTING

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

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

A. Subcontracting is permissible under this Agreement where workers in the bargaining unit covered by this Agreement do not have the skills to operate and maintain the equipment or perform the work of a specialized nature, or where specified in the supplemental agreement.
B. Subcontracting is permissible under this Agreement where the Company does not have the equipment to do the work being subcontracted. When a Company does subcontract pursuant to the terms of this provision, any workers of the subcontractor who actually operate or maintain the equipment or assistants who are not involved in harvesting shall not be covered by the terms of this Agreement. However, any workers of the subcontractor, other than those who actually operate or maintain the equipment, who work on the subcontracting job shall be covered by the terms of this Agreement.

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

ARTICLE 34: GROWER-SHIPPER CONTRACTS

This is recognized by Company and Union that various types of legal entities are used by growers and shippers in the agricultural industry, including partnership, joint venture, and other legal contractual arrangements, in the growing, harvesting, selling and packing of agricultural crops. Neither the Company nor the Union shall prevent the Company from entering into these legal arrangements by any of the provisions of this Agreement, nor will the Company subvert the Union by entering into these legal arrangements. In addition, and whenever it is possible for the Company to perform the work of weeding, thinning or hoeing, the Company will do so, it being the intent to provide jobs for bargaining unit workers.
In the event the Company enters into a partnership, joint venture, or other legal contractual relationship with a grower and/or shipper for the growing, packing, harvesting or selling of a crop, Union agrees not to interfere with or prevent in any manner the growing, packing, harvesting or selling of any of the crops in which Company may have such an interest; provided such partnership, joint venture or other legal contractual relationship was entered into by Company prior to any economic action by Union against any other party to the partnership, joint venture, or other legal contractual relationship, and it is understood the filing of a petition under the Agricultural Labor Relations Act does not constitute interference under this paragraph.

The protections given by Union to Company under the provisions of this Article shall not be operative for a period in excess of the crop year or twelve (12) months, whichever is less or in the event there are economic or other sanctions by the Union against any party to the partnership, joint venture, or other legal contractual relationship at the time of entry thereof.
ARTICLE 35: MODIFICATION

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

ARTICLE 36: SAVINGS CLAUSE

In the event any portion of this Agreement shall become ineffective as the result of any applicable local, state, or federal law, only that portion of this Agreement so affected shall be ineffective; in no event shall the fact that a portion of this Agreement be inapplicable or illegal in accordance with such laws, render the remainder of this Agreement ineffective or work a termination.

ARTICLE 37: SUCCESSOR CLAUSE

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

By this Article, the parties seek to define contractual rights and do not waive any statutory rights.
ARTICLE 38: TRAVEL ALLOWANCE

A. When Company furnished transportation is available, only employees using such transportation shall receive daily travel allowance, based upon the following schedule, from the point at which the worker is told to report for the furnished transportation, to the job site.

- 30-60 miles - 1/2 hour each way
- 70-99 miles - 1 hour each way
- 100 miles and over - 1 1/2 hours each way

B. When Company furnished transportation is not available, employees furnishing their own transportation shall receive allowance as provided above.

C. Travel allowance shall be paid at the minimum hourly rate of pay. Any hours paid under this Article shall not be counted as hours worked for the purpose of computing overtime hours or benefits.

D. The Company shall continue to provide transportation to thin and hoe, and broccoli crew workers who work in the Oxnard crews as they have done in the past. In the Lompoc area the Company shall provide transportation, or else reimburse each thin, hoe, and broccoli worker who drives his personal car at the rate of 10¢ per mile per car (with a minimum of 5 cars per crew) for all miles driven between fields while on the job.
ARTICLE 39: COST OF LIVING ALLOWANCE

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

In the event that the CPI in March, 1982, shall exceed an increase of five percent (5%) over the CPI in March, 1981, a Cost-Of-Living allowance of one cent (.01) per hour shall be paid for each six-tenths (.6) of a point increment in the CPI over and above the five percent (5%) increase in the CPI. Any adjustment due under the above formula shall be effective April 1, 1982.

In the event that the CPI in June, 1982 shall exceed an increase of five percent (5%) over the CPI in June, 1981, a Cost-Of-Living allowance of one cent (.01) per hour shall be paid for each six-tenths (.6) of a point increment in the CPI over and above the five percent (5%) increase in the CPI. Any adjustment due under the above formula shall be effective July 16, 1982.

In the event that the CPI in June, 1983, shall exceed an increase of five percent (5%) over the CPI in June, 1982, a Cost-Of-Living allowance of one cent (.01) per hour shall be paid for each six-tenths (.6) of a point increment in the CPI over and above the five percent (5%) increase in the CPI. Any adjustment due under the above formula shall be effective July 16, 1983.
Such Cost-Of Living adjustments shall be added into the current rate of pay paid for all hours, wages, and related benefits for which workers receive pay from the Company, such as overtime, vacations, and holidays. The amount of the adjustment shall be paid in addition to wages earned, and to the extent which computer capabilities permit such adjustment shall be shown on the worker's check stub, i.e., WAGES --- COLA --- TOTAL.

The Cost-Of-Living allowances are dependent upon the availability of the Bureau of Labor Statistic's CPI in its present form and calculated on the same basis as the CPI. In the event the Bureau of Labor Statistics changes the form or the basis of calculating the CPI, the Company and the Union agree to request the Bureau to make available, for the life of this Agreement, a CPI in its present form and calculated on the basis of the Index for July, 1982.

The maximum amount of increase due under any of the annual adjustments provided for in this section shall not exceed twenty-five (.25¢) per hour and shall not be cumulative.

ARTICLE 40: LOCATIONS OF COMPANY OPERATIONS

The Company shall provide the Union upon request the exact location of the Company's leased or owned property for use by the Union representatives pursuant to Article 7, Right of Access to Company Property.
ARTICLE 41: DURATION OF AGREEMENT

This Agreement shall be in full force and effect from November 4, 1981 to and including September 15, 1984. This Agreement shall automatically renew itself upon expiration of this Agreement unless either of the parties shall have given notice in writing to the other party sixty (60) days prior to the expiration, requesting negotiations for a new Agreement, together with thirty (30) days prior written notice to the State Conciliation Service. During this sixty (60) day period all terms and conditions of this contract shall remain in full force and effect.

Executed this 18 day of December, 1981.

FOR THE UNION

FOR THE COMPANY

CESAR E. CHAVEZ

FRED J. FERRO

PETER COHEN
SUPPLEMENTAL AGREEMENT

between

SANTA CLARA PRODUCE, INC.

and

UNITED FARM WORKERS OF AMERICA, AFL-CIO

It is mutually agreed that the attached Wage Rates by Classification, Quality re: Vegetable Harvest Workmanship, and all Supplemental Agreements are incorporated herein by reference and are made applicable in accordance with the provisions of the Contract Settlement dated November 4, 1981 - September 15, 1984.

Executed this 18 day of December, 1981.

FOR THE UNION

Cesar E. Chavez

FOR THE COMPANY

Fred J. Ferro

Peter Cohen
## Wage Rates

<table>
<thead>
<tr>
<th>Item</th>
<th>11/4/81</th>
<th>7/16/82</th>
<th>7/16/83</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Lettuce</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 Dozen</td>
<td>.82</td>
<td>.85</td>
<td>.90</td>
</tr>
<tr>
<td>2 1/2 Dozen</td>
<td>.89</td>
<td>.92</td>
<td>.97</td>
</tr>
<tr>
<td><strong>Celery</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(New Box)</td>
<td>1.16</td>
<td>1.26</td>
<td>1.30</td>
</tr>
<tr>
<td>Hearts *</td>
<td>.58</td>
<td>.63</td>
<td>.65</td>
</tr>
<tr>
<td>Sleeves</td>
<td>.89</td>
<td>.94</td>
<td>.97</td>
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<tr>
<td><strong>Romaine</strong></td>
<td>.58</td>
<td>.62</td>
<td>.64</td>
</tr>
<tr>
<td><strong>Leaf Lettuce</strong></td>
<td>.58</td>
<td>.62</td>
<td>.64</td>
</tr>
<tr>
<td><strong>Cabbage</strong></td>
<td>.82</td>
<td>.85</td>
<td>.90</td>
</tr>
<tr>
<td><strong>Spinach</strong></td>
<td>.58</td>
<td>.62</td>
<td>.64</td>
</tr>
<tr>
<td>2doz.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Parsley</strong></td>
<td>1.12</td>
<td>1.17</td>
<td>1.20</td>
</tr>
<tr>
<td>5doz.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Endive &amp; Escarole</strong></td>
<td>.67</td>
<td>.70</td>
<td>.72</td>
</tr>
<tr>
<td><strong>Beets</strong></td>
<td>.75</td>
<td>.78</td>
<td>.82</td>
</tr>
<tr>
<td>2doz.</td>
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<td></td>
<td></td>
</tr>
<tr>
<td><strong>Tractor/Ctn-Trailer Puller</strong></td>
<td>6.50</td>
<td>7.00</td>
<td>7.40</td>
</tr>
<tr>
<td><strong>Hourly Guarantee</strong></td>
<td>5.45</td>
<td>5.80</td>
<td>6.15</td>
</tr>
<tr>
<td>(includes Chard, Kale)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Celery Transplant</strong></td>
<td>.35</td>
<td>.38</td>
<td>.41</td>
</tr>
<tr>
<td>Piece Rate</td>
<td></td>
<td></td>
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</tr>
<tr>
<td><strong>Broccoli-Freezer</strong></td>
<td>2.4¢</td>
<td>2.5¢</td>
<td>2.6¢</td>
</tr>
<tr>
<td>Per Packed Pound</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Broccoli-Fresh-Lompoc</strong></td>
<td>.51</td>
<td>.51 1/2</td>
<td>.52</td>
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<tr>
<td>Per Carton</td>
<td></td>
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<tr>
<td><strong>Broccoli-Fresh-Oxnard</strong></td>
<td>11.75</td>
<td>11.85</td>
<td>12.00</td>
</tr>
<tr>
<td>Per Bin</td>
<td></td>
<td></td>
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</tr>
<tr>
<td><strong>Thinning-Broccoli and</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lettuce per Acre</td>
<td>54.00</td>
<td>57.00</td>
<td>60.50</td>
</tr>
<tr>
<td><strong>Celery Thinning</strong></td>
<td>72.00</td>
<td>75.00</td>
<td>79.00</td>
</tr>
<tr>
<td>(per Acre)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Chard, Kale Harvest</strong></td>
<td>1.00 per ctn.</td>
<td>1.05</td>
<td>1.10</td>
</tr>
<tr>
<td>per 2 doz bunches</td>
<td></td>
<td></td>
<td></td>
</tr>
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</table>

* Old box is to have flaps outward
APPENDIX "A" (cont'd)

WAGE RATES

<table>
<thead>
<tr>
<th></th>
<th>11/4/81</th>
<th>7/16/82</th>
<th>7/16/83</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Labor</td>
<td>$ 5.45</td>
<td>$ 5.80</td>
<td>$ 6.15</td>
</tr>
<tr>
<td>Irrigator</td>
<td>5.55</td>
<td>5.90</td>
<td>6.25</td>
</tr>
<tr>
<td>Tractor Driver A</td>
<td>6.50</td>
<td>7.00</td>
<td>7.40</td>
</tr>
<tr>
<td>Tractor Driver B</td>
<td>6.35</td>
<td>6.85</td>
<td>7.25</td>
</tr>
</tbody>
</table>
QUALITY OF VEGETABLE HARVEST WORKMANSHIP

A. The Union and the Employer agree that the quality of vegetables harvested by Santa Clara Produce, Inc. is of paramount importance to the wellbeing of the Employer and Union. The reputation of Santa Clara Produce, Inc. is dependent on the quality of vegetables harvested. The reputation of United Farm Workers is dependent on the quality of workmanship of its members. Upon the signing of the Contract, the Ranch Committee will meet with the harvesting crews and discuss the needs for high quality workmanship standards in the harvest of vegetables. The Union agrees that it will do everything in its power to encourage high quality workmanship standards on the part of its members, and enlist their cooperation with Employer "Quality Control" programs. Ranch Committee members will be compensated at their average hourly year-to-date earnings or regular rate of pay for time spent when requested by the Employer to attend meetings or talk with crews during normal working hours.

B. The Employer agrees that it will establish a program to develop consistent workmanship standards for a high quality pick. These quality standards will be communicated to and adhered to by all field harvesting supervisory groups. The Employer will also communicate such workmanship standards to the Union and all harvesting workers.

Objective information on the quality of Santa Clara Produce, Inc. vegetable packing and the quality of workmanship of harvesting crews will be maintained by Employer on a current basis. The information will be made available to the Union and
to the Union and all harvesting workers.

Employer management members including the president of Santa Clara Produce, Inc. will be available upon request to meet with the Ranch Committee and Union Representatives concerning quality problems. Such meetings will be separate and apart from normal grievance meetings.
SUPPLEMENTAL AGREEMENT

ARTICLE 1: RECOGNITION

This Supplemental Agreement is by and between Santa Clara Produce, hereinafter referred to as Company and United Farm Workers of America, hereinafter referred to as Union. This agreement modifies and supersedes the Collective Bargaining Agreement between the parties as provided herein.

The term worker shall not include drivers and auxiliary and support personnel. Those employees who fall into this category shall not be covered under the terms and conditions of this Agreement unless an appropriate governmental agency specifically rules that they are agricultural employees as defined in 3(f) of the Farm Labor Standards Act. If said governmental agency releases jurisdiction of those employees they shall be included under the terms and conditions of this agreement.
ARTICLE 3: HIRING - Section B

The Union and the Company agree that Section B of Article 3, Hiring, shall apply to all Company locations except in the Santa Maria/Guadalupe area.

Because of the short term nature of the broccoli and cauliflower harvest and the hoeing and thinning, the Company can hire from any source, including through a labor contractor in the eventuality the Company resumes limited operations in such area. Union Security shall apply to all workers so hired.
ARTICLE 13: SUPERVISORS

The parties understand and agree that Article 13, Supervisors, was agreed to with the following understandings:

1. A Supervisor in each transplanting crew in the field may continue to set up and position the tractor pulling the planting apparatus and shall mount the tractor at the end of each row to move it to, and position it in, the next row to be planted.

2. Foremen can continue to haul tractors from one field to another, which they have historically done.

3. Irrigating foremen can continue to pull pipe trailers and haul sprinkler pipe between and in the fields.

4. Irrigating foremen can, as in the past, cut and fill borders and tail ditches when other irrigators are busy.
SUPPLEMENTAL AGREEMENT

ARTICLE 29: ROBERT F. KENNEDY FARMWORKERS MEDICAL PLAN

The Company, SANTA CLARA PRODUCE, INC., and the Union, UNITED FARM WORKERS OF AMERICA, AFL-CIO, hereby stipulate and agree that this Letter of Understanding be made part of Article 29, Robert F. Kennedy Medical Plan and shall amend said Article as follows:

1. Commencing July 16, 1982, the Company shall be obligated to contribute .40¢ per hour worked by each employee. It is further agreed that the Cost-Of-Living Adjustment (COLA) scheduled to take effect July 16, 1982, shall be less said additional .02¢ per hour contribution to the Medical Plan.

2. Commencing July 16, 1983, the Company shall be obligated to contribute .42¢ per hour worked by each employee, provided, however, that the RFK Plan Trustees indicate in writing to the Company the necessity of increasing the rate of contribution in order to maintain present benefits. It is further agreed that the Cost-Of-Living-Adjustment scheduled to take effect July 16, 1983, shall be less said additional .04¢ per hour contribution to the Medical Plan.

3. The Parties further agree that if there is no increase in the Cost-Of-Living-Allowance that the contribution rate shall be maintained at the original rate of .38¢ per contract year.
SUPPLEMENTAL AGREEMENT - LOCAL ISSUES

GENERAL HEALTH & SAFETY

1. The Company shall provide potable water in suitable, clean, sanitary containers.

2. Workers who become sick or injured during work hours and require medical attention, shall be transported by the Company to the nearest medical facility or doctor.

3. The Company agrees that all stitchers and haul trucks shall be equipped with back up warning devices, and that the exhaust pipes and mufflers on all said equipment shall be in such a way as to prevent harm to workers including the use of cage type shields where needed.

4. The Company will use its best efforts to maintain its equipment and vehicles used by workers in safe operating conditions at all times.

GENERAL SCHEDULING WORK

1. Where possible all workers shall be notified before leaving work if they are scheduled to work the next day, and at what hour and location they are to report.

2. For all piece rate work each foreman shall give the respective crew steward a daily written count of the amount of production (number of boxes or acres, etc.) and number of hours. In piece rate harvesting crews in which workers work at a crew rate a copy of the loading slip for each truck that leaves the field shall be provided to the crew.
steward. At the beginning of each work day the foreman shall advise the crew steward of the estimated amount of production anticipated that day.

I. TRACTOR DRIVERS AND CHEMICAL APPLIERS

Health and Safety

A. The Company shall provide to all chemicalappers and tractor drivers the following:

1. Face mask and respirator or goggles and respirator where requested and necessary for work in heavy dust conditions.

2. Two crescent wrenches and one hammer where necessary to do the work.

3. Rain gear (pants, jacket, head covering) when needed.

4. Rubber boots or overshoes when needed.

5. A drinking water container to each tractor driver.

6. Plastic gloves to chemical appiers.

B. TRANSPORTATION

1. The Company agrees to do its best to provide transportation on the job to tractor drivers and chemical appiers.

2. Carlos Gomez and George Sherman will continue to have the use of a company vehicle.

C. There shall be a separate seniority list for tractor drivers and equipment operators in each of the following areas: Oxnard, Lompoc, Santa Maria.
II. CELERY TRANSPLANT CREW (OXNARD-LOMPPOC)

A. HEALTH AND SAFETY

1. In accordance with Section H of Article 14, Health & Safety, the Company shall provide the following at the work site to Celery Transplant workers:
   Raingear (jacket, pants, head covering) when needed.
   Rubber boots, overshoes when needed. Rubber gloves (provided that no single worker shall receive more than one (1) pair of gloves during any 2 calendar weeks. Plastic sleeves and aprons.

2. A suitable awning/shade shall be installed over the Celery Transplant Machine.

3. Company agrees to provide plastic or padded seats for workers on the Celery Transplant Machine.

B. TRANSPORTATION

1. The Company shall continue to provide transportation to workers who live in Oxnard and El Rio as they have in the past.

III. THIN & HOE, CAULIFLOWER, BROCCOLI AND GENERAL LABOR CREWS

A. HEALTH AND SAFETY

1. In accordance with Section H of Article 14, Health & Safety, the following shall be provided at the work site to workers upon request who perform the above mentioned work: Raingear (jacket, pants, head covering) when needed. Rubber boots or overshoes, when needed. Long handled hoes (similar to...
those presently provided in Santa Maria - Guadalupe) appropriate cauliflower or broccoli knives. Knives shall be collected each night by foreman as in the past.

B. TRANSPORTATION

1. The Company shall continue to provide transportation to workers who live in Oxnard and El Rio as they have done in the past.

C. When workers are notified as to the reporting time the next day, they will also be informed at what point in the field they will begin working.

D. When working at piece rate, the Company shall inform the crew steward orally of the number of rows per acre in each field before work begins in that field. Records of production by the crew will be given to the steward at the end of each work day.

IV. IRRIGATORS

HEALTH AND SAFETY

A. In accordance with Section H of Article 14, Health and Safety, the Company shall provide the following to all irrigators:

1. Rubber boots or overshoes when needed.
2. Shovels and other tools necessary to their jobs.
3. Raingear (pants, jacket, head covering) when needed.
4. Flashlights, bulbs and batteries for night irrigators.
5. Gloves for sprinkler pipe movers, upon request.
B. Irrigation work in celery transplanting and prior to celery harvest (when necessary to see the end of the furrow) shall be performed in pairs.

C. No Irrigator shall be asked to enter a field just after it has been sprayed, or prior to legal re-entry date.

D. When any chemicals are added to irrigation all rules and regulations for such shall be strictly observed.

TRANSPORTATION

A. Company agrees to provide one gallon of gasoline per day for each irrigator when they use his car on the job.

B. Jose Guerrero and Arcadio Mosqueda will continue to receive one (1) gallon of gasoline per day for each day worked, unless he is furnished a company vehicle for work use.

C. The irrigators in Lompoc shall be paid for their 1/2 hour lunch period.

D. During slow periods irrigators work shall be assigned on a seniority basis, provided they are capable of performing the job assigned.

E. The Company recognizes that problems may exist regarding the volume of water handled by irrigators, and the conditions of work in irrigation. The Company agrees to meet with irrigators to discuss these problems and seek solutions, and to attempt to resolve problems as they arise.
V. CELERY CREW

CELERY SENIORITY

A. There shall be one seniority list for all employees in the celery field crew. The job performed by each worker (cutter, packer, loader, closer) shall be indicated next to each worker's name. The list shall also indicate which areas he works in, Oxnard or Lompoc.

B. Workers who have seniority in both Oxnard and Lompoc shall have preference over other celery workers for all celery seniority purposes.

C. Layoffs and recalls shall be on the basis of Seniority.

D. When temporary or permanent vacancies occur in any job performed by the crew, preference for the filling of these shall be in seniority order, provided employee is capable of performing the work with reasonable efficiency under normal supervision.

E. At the end of each season in each area of operation of the Company, the Company shall secure an indication from each worker as to whether or not he intends to work the season in the next area. In the event a worker elects not to work in the next area, his seniority shall be maintained for the area in which he worked only, unless the worker is taking a leave of absence, in which case his seniority for all other areas in which he has worked in the past shall be maintained in accordance with the Leave of Absence provisions of the Agreement.

CELERY GENERAL

A. The Company shall keep available and in good condition
extra stapling guns for use as spares.

B. Where required there shall be two (2) stitching machines in good condition for use in the crew.

C. Company agrees that all work materials such as, but not limited to, stitcher, boxes, humps, closing guns, frames, drinking water and bathrooms shall be ready at the work site when workers arrive.

**CELERY WAGES**

A. The crew (cutters, packers, and loaders) shall be paid on a crew basis.

B. When requested by the loaders, the Company shall provide transportation to the loaders from pick-up point to fields, between fields when required to change fields, and back to the pick-up point at the end of the day.

In accordance with past practice, the Company shall permit temporary rotation of jobs within the celery crew on an individual voluntary basis, provided the workers are capable of performing the work with reasonable efficiency, under normal supervision.

**CELERY HEALTH AND SAFETY**

A. In accordance with Section H of Article 14, Health and Safety, the Company agrees to provide the following tools and equipment to Celery Ground Crew workers at the work site upon request as specified below:

1. Rubber boots or overshoes, subject to deposit.

2. Raingear (pants, jacket, head covering), subject
to deposit.
3. Textured rubber gloves for loaders.
4. Knives (Ontario brand or equivalent quality) and adequate quantity of sharpeners (files).
5. Rubber gloves for packers and cutters.

VI. LETTUCE CREW

LETTUCE SENIORITY

A. For each lettuce crew there shall be one seniority list including the following classifications: cutter and packer, closer, loader.

B. Layoffs and recalls shall be on a crew basis.

C. When a permanent vacancy occurs in a lettuce ground crew, workers within the ground crew shall have just preference in seniority order to fill the vacancy, provided he can perform the work reasonably efficient under normal supervision. If no worker within the crew is interested in filling the job second preference shall be given to workers in other lettuce crews in seniority order before using Article 3, Hiring.

D. Workers who work in all areas of the Company's lettuce operations, Oxnard, Lompoc, Santa Maria, and Guadalupe, shall have preference over workers who work only in one area.

E. During the operating season when both crews are working, the Company shall try and provide equal work opportunity to the lettuce crews.

F. The head lettuce crew shall not be required to cut
mixed lettuce for more than four hours in any one day.

LETTUCE HEALTH AND SAFETY

A. In accordance with Section H of Article 14, Health and Safety, the Company shall provide the following to lettuce workers at the work site upon request:

1. Raingear (jacket, pants and head covering) subject to deposit.

2. "Ontario" brand knives, modified correctly for cutting lettuce, subject to deposit.

3. Rubber gloves for loaders.

B. The Company will have available in each crew extra knives, files, extra frames, and at least two (2) extra closing guns in good condition for use as spares. Company shall make a good faith effort to keep the amount of windrowing required at a minimum.

C. Company agrees, to use its best efforts to have at work site all work materials, such as but not limited to, boxes, closing guns, frames, drinking water and bathrooms, which shall be ready at the work site when workers arrive.

D. The Company shall use its best efforts to use as many trucks as it has available to haul lettuce and to prevent loaders from having to wait in the field.

E. Transportation Daily transportation by bus shall be provided to the lettuce crews from pick-up points mutually agreed upon between Company and among the members of the crews in Oxnard or Lompoc and in Santa Maria - Guadalupe, depending upon
in which area the Company is harvesting.

F. Production orders, shall be communicated to the crew at the beginning of work each day, or as soon as possible. Supervisors shall not require work to be performed when wind or rain is so strong so as to make work excessively difficult to perform.