

1973-1975

WESTERN AGRICULTURE MASTER AGREEMENT

AREA'S NEGOTIATING COMMITTEE

AND

WESTERN CONFERENCE OF TEAMSTERS

Affiliated With The

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS OF AMERICA**

WESTERN AGRICULTURE MASTER AGREEMENT

ARTICLE I - PARTIES

This Master Agreement is between the Areas Negotiating Committee acting for and on behalf of those certain Companies named in Appendix A attached hereto, each of which has given their authorization to the Committee to represent them in the negotiation of this Master Agreement and certain specified Supplemental Agreements, and individual companies who may hereafter become signatory to this Master Agreement and certain specified Supplemental Agreements, hereafter collectively referred to as the EMPLOYER and the Western Conference of Teamsters, International Brotherhood of Teamsters, Chauffeurs and Warehousemen and Helpers of America hereinafter referred to as the UNION.

The term "Company" as used in this Master Agreement shall refer to those certain companies named in Appendix A attached hereto and individual companies who may hereafter become signatory to the Master Agreement.

ARTICLE II - SCOPE OF AGREEMENT

This Master Agreement shall cover all operations of the Employer which are covered by this Master Agreement and such of the Supplemental Agreements as the individual Companies may have executed, will execute, or have given a specific power of attorney to the Areas Negotiating Committee to negotiate and execute upon the Companies' behalf, at all of the Companies' locations throughout the thirteen (13) Western States within the jurisdiction of the Western Conference of Teamsters, and shall have application only to the work performed

within the classifications described in this Master Agreement and the Supplemental Agreements to which the various Companies party hereto may become signatory.

Since each Company party hereto has a variety of operations covered by this Master Agreement, Supplemental Agreements are provided for each of the specific types of work performed and/or areas where such work is performed by the different classifications of employees covered by this Master Agreement.

All such Supplemental Agreements are subject to and controlled by the terms of this Master Agreement, and all such Supplemental Agreements are limited to the specific classifications of work and/or areas where such work is performed as enumerated and described in each of the Supplemental Agreements.

ARTICLE III - NON-COVERED UNITS

This Master Agreement shall not be applicable to those operations of those Companies whose employees are covered by a collective bargaining agreement with another union either affiliated or not affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America. In the event that the Union party to this Master Agreement should organize any unit of employees of a company operation not covered by this Master Agreement or any Supplemental Agreement, the Company shall upon reasonable notice from the Union meet with the Union to negotiate an appropriate Supplemental Agreement to cover such unit of employees. However, as a condition precedent, the Union will submit proof of majority representation by means of a card check.

Upon demand by the Company, the validity of the Union's majority

representation as shown by the card check shall be verified by the following procedure:

The Company must notify the Union within fourteen (14) calendar days after the Union makes a written demand for recognition, that it desires a card check. The aforesaid written recognition demand by the Union must recite or have attached the provisions of this Article. At the same time the Company gives such notice, it shall also appoint an impartial party not an employee of the Company. If the Company does not comply with the foregoing provisions the Union will be deemed to have been recognized by the Company.

If the Company appoints an impartial party as described above, the Union shall appoint an impartial party not an employee or member of the Union. The impartial parties then shall select a third impartial party, within three days thereafter. If they cannot agree, each will nominate a non-employee impartial third party and the choice between the two nominees shall be by lot within three days thereafter. If the Company fails to appoint or participate in the selection by lot, the Company shall be deemed to have recognized the Union.

The impartial third party shall determine whether or not the Union represents a majority of the Company's employees by checking the signed authorization cards against the Company's payroll records. The Company and the Union shall make such documents available to the impartial third party as he may require to conduct the verification. Such documents shall not be disclosed to the other party or any other person.

Upon written mutual consent of the parties hereto, and upon written mutual consent of the parties to any contract which is sought

to be incorporated herein, any unit of employees of the Employer's operations covered by a collective bargaining agreement with a Union affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, may be incorporated as part of this Master Agreement and/or Supplemental Agreements.

ARTICLE IV - SINGLE BARGAINING UNIT

The employees covered by this Master Agreement and the various Supplemental Agreements thereto shall constitute one bargaining unit. It is understood that the printing of this Master Agreement and the aforesaid Supplemental Agreements in separate form is for convenience only and is not intended to create separate bargaining units. It is also understood that the various Supplemental Agreements hereto may have different expiration dates. The Master Agreement has resulted from joint collective bargaining negotiations as to common problems and interests. Accordingly, the Employer and the Companies acknowledge that it and they are part of a multi-employer collective bargaining unit. Any Company may withdraw from the multi-employer collective bargaining unit by giving written notice of intention to withdraw 90 days prior to the expiration of this Master Agreement or prior to the first meeting between the Employer and the Union for renegotiation of this Master Agreement, which ever occurs first.

ARTICLE V - NO STRIKE - NO LOCKOUT

The Union and the Employer agree that there shall be no lockouts, strikes, slowdowns, job or economic action, or other interference with the conduct of any Company's business during the life of this Agreement. The foregoing sentence shall not apply

with respect to Companies signatory to any Supplemental Agreement of this Master Agreement after it expires even though it expires during the term of this Master Agreement; nor shall such sentence apply to economic action with respect to a dispute which the Union has with a Company regarding employees of said Company not covered by a Supplemental Agreement of this Master Agreement. It is agreed, however, that the Union will not engage in strikes, slowdowns, job or economic action, or other interference with the conduct of the Company's business for the purpose of gaining recognition from any Company signatory to this Master Agreement. In the event that the Union has a dispute, organizational problem, or other claim against an individual Company bound by this Master Agreement, or any Supplemental Agreements thereto, or with a Company which the Union is seeking to organize or with which it is seeking to negotiate a contract, and when the Union is entitled to or does strike or use any of the action referred to hereinabove in connection therewith, the Union agrees that any such action shall be directed against that individual Company and not against any other Companies bound by the Master Agreement or Supplemental Agreements hereto.

ARTICLE VI - ASSIGNMENT

The Union shall have the right to add additional local unions affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America as parties to this Master Agreement. The Union shall also have the right upon prior written consent of the Employer, to assign this Master Agreement to any other local union or unions affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of

America and such local union or unions shall be recognized as the representative of the employees covered by this Master Agreement and Supplemental Agreements thereto, and as parties to this Master Agreement and Supplemental Agreements thereto.

ARTICLE VII - DURATION OF AGREEMENT

This Master Agreement shall continue in full force and effect through July 15, 1975.

This Master Agreement shall automatically renew itself from year to year from the expiration date unless either of the parties shall give notice in writing to the other party 60 days prior to the expiration requesting negotiations for a new Master Agreement or modification thereof.

Dated this 11th day of January, 1973.

Areas Negotiating Committee

H. A. Floung
James P. Ryan
John P. Ryan
John C. East
Robert H. Ryan
Donald Andrews
William J. Ryan
John J. Ryan
Thomas M. Ryan

Union

Western Conference of Teamsters

James C. Ryan
John A. Ryan
William J. Ryan

Approved by Western Conference of Teamsters, Committee on Agricultural Workers

Bart J. Ryan
Darryl Ryan
John J. Ryan
John J. Ryan
John J. Ryan
James Ryan
John J. Ryan

PARTIES - APPENDIX A

A & M PRODUCE COMPANY
P. O. BOX 100
EL CENTRO, CALIFORNIA 92243

ABATTI PRODUCE
P. O. BOX 466
EL CENTRO, CALIFORNIA 92243

EUGENE ACOSTA
4655 FIFTH STREET
GUADALUPE, CALIFORNIA 93434

ADMIRAL PACKING COMPANY
P. O. BOX 1089
SALINAS, CALIFORNIA 93901

AGRO CROP COMPANY
ROUTE 1, BOX 382
ARROYO GRANDE, CALIFORNIA 93420

SAM ANDREWS' SONS
401 WEST FIFTH STREET
HOLTVILLE, CALIFORNIA 92250

AN JUL COMPANY, INC.
P. O. BOX 398
HOLTVILLE, CALIFORNIA 92250

APOLLO FARMS
P. O. BOX 1247
CASTROVILLE, CALIFORNIA 95012

ARENA IMPERIAL COMPANY
P. O. BOX 198
BRAWLEY, CALIFORNIA 92227

ARROW DISTRIBUTING COMPANY
P. O. BOX 778
SALINAS, CALIFORNIA 93901

ARROW LETTUCE COMPANY
P. O. BOX 778
SALINAS, CALIFORNIA 93901

JACK T. BAILLIE COMPANY, INC.
P. O. BOX 268
SALINAS, CALIFORNIA 93901

BAYVIEW RANCH COMPANY
130 PRESTON ROAD
CASTROVILLE, CALIFORNIA 95012

BETTERAVIA FARMS
P. O. BOX 665
GUADALUPE, CALIFORNIA

BINGHAM & BRAYTON
P. O. BOX 115
GUADALUPE, CALIFORNIA

ED BORCHARD & SONS
2 RODGERS ROAD
SALINAS, CALIFORNIA (#())L

BYRD PRODUCE COMPANY
P. O. BOX 965
GUADALUPE, CALIFORNIA

C & V FARMS
144 LAWRENCE AVENUE
WATSONVILLE, CALIFORNIA 95076

CALIFORNIA COASTAL FARMS, INC.
P. O. BOX 811
SALINAS, CALIFORNIA 93901

CASTROVILLE RANCH & PACKING COMPANY
11198 MERRITT STREET
CASTROVILLE, CALIFORNIA 95012

CEL-A-PAK
P. O. BOX 1022
SALINAS, CALIFORNIA 93901

BRUCE CHURCH, INC.
P. O. BOX 599
SALINAS, CALIFORNIA 93901

MEARL C. CLAPP
P. O. BOX 986
EL CENTRO, CALIFORNIA

COLACE BROS., INC.
P. O. BOX 456
EL CENTRO, CALIFORNIA

J. J. CROSETTI COMPANY
P. O. BOX 230
WATSONVILLE, CALIFORNIA 95076

DE SANTE FARMS
11198 MERRITT STREET
CASTROVILLE, CALIFORNIA 95012

DIXON RANCH
STAR ROUTE, BOX 7-A
ARROYO GRANDE, CALIFORNIA

BENJAMIN H. DOHI
310 VALLEY ROAD
ARROYO GRANDE, CALIFORNIA

EADY & ASSOCIATES
P. O. BOX 298
EL CENTRO, CALIFORNIA 92242

ECKEL PRODUCE COMPANY
P. O. BOX 1027
SALINAS, CALIFORNIA 93901

R. T. ENGLUND COMPANY
P. O. BOX 517
SALINAS, CALIFORNIA 93901

F & M FARMS
P. O. BOX 1027
SALINAS, CALIFORNIA 93901

F. B. III, INC.
P. O. BOX 360
EL CENTRO, CALIFORNIA

FERINI & ARDANTZ
P. O. BOX 247
GUADALUPE, CALIFORNIA

WALLER FLOWERSEED COMPANY
P. O. BOX 935
GUADALUPE, CALIFORNIA

HILO FUCHIWAKI
STAR ROUTE, BOX 17-A
ARROYO GRANDE, CALIFORNIA

MITSUGI FUKUHARA
ROUTE 1, BOX 228
ARROYO GRANDE, CALIFORNIA

THE GARIN COMPANY (CALIF. ONLY)
P. O. DRAWER 1731
SALINAS, CALIFORNIA 93901

GIANNINI & DEL CHIARO
441 EL CAMINO REAL NORTH
SALINAS, CALIFORNIA 93901

GONZALES PACKING COMPANY
P. O. BOX 58
GONZALES, CALIFORNIA 93926

GRAESER & OMLIN COMPANY
P. O. BOX 661
HOLTVILLE, CALIFORNIA 92250

GREEN VALLEY PRODUCE COOPERATIVE
P. O. BOX 2123
SALINAS, CALIFORNIA 93901

GROWERS EXCHANGE, INC.
P. O. BOX 479
SALINAS, CALIFORNIA 93901

HANSEN FARMS
P. O. BOX 269
SALINAS, CALIFORNIA 93901

HARDEN FARMS OF CALIFORNIA
P. O. BOX 779
SALINAS, CALIFORNIA 93901

Y. HAYASHI & SONS
ROUTE 1, BOX 398
ARROYO GRANDE, CALIFORNIA

WILLIAM B. HUBBARD COMPANY
P. O. BOX 328
GLENDALE, ARIZONA 85301

IKEDA BROS.
P. O. BOX 518
OCEANO, CALIFORNIA 93445

J & A FARMS
P. O. BOX 623
BLYTHE, CALIFORNIA 92225

JACKSON PRODUCE COMPANY
P. O. BOX 1679
EL CENTRO, CALIFORNIA 92244

JOB FARMS
P. O. BOX 906
GUADALUPE, CALIFORNIA

JOB PACKING COMPANY
P. O. BOX 1044
BRAWLEY, CALIFORNIA 92227

KAMINAKA FARMS
ROUTE 1, WILLOW ROAD
NIPOMO, CALIFORNIA 93444

KEN KOBARA
ROUTE 1, BOX 396
ARROYO GRANDE, CALIFORNIA

KOYAMA FARMS
P. O. BOX 726
GUADALUPE, CALIFORNIA

LA BRUCHERIE RANCH, INC.
P. O. BOX 1420
EL CENTRO, CALIFORNIA 92243

A. PEONARDINI
P. O. BOX 712
CASTROVILLE, CALIFORNIA 95012

LEONARDINI & SON
662 SAN FELIPE STREET
SALINAS, CALIFORNIA 93901

LET-US-PAK
P. O. BOX 225
SALINAS, CALIFORNIA 93901

LU ETTE FARMS, INC.
P. O. BOX 865
HOLTVILLE, CALIFORNIA 92250

CARL JOSEPH MAGGIO, INC.
P. O. BOX 536
KING CITY, CALIFORNIA 93930

JOE MAGGIO, INC.
P. O. BOX 27
HOLTVILLE, CALIFORNIA

MAHONEY BROS.
P. O. BOX 145
GUADALUPE, CALIFORNIA

JOHN D. MAHONEY
1268 LA MIRADA DRIVE
SALINAS, CALIFORNIA 93901

MAJOR FARMS, INC.
P. O. BOX 719
SALINAS, CALIFORNIA 93901

MANN PACKING COMPANY, INC.
P. O. BOX 908
SALINAS, CALIFORNIA 93901

MAULHARDT PACKING COMPANY
P. O. BOX 777
GUADALUPE, CALIFORNIA

MENDELSON-ZELLER COMPANY, INC.
450 SANSOME STREET
SAN FRANCISCO, CALIFORNIA 94111

MERIT PACKING COMPANY
P. O. BOX 1649
SALINAS, CALIFORNIA 93901

MERRILL FARMS
P. O. BOX 659
SALINAS, CALIFORNIA 93901

MESA FARMS
P. O. BOX 777
GUADALUPE, CALIFORNIA

MORO COJO RANCH COMPANY
P. O. BOX 1066
CASTROVILLE, CALIFORNIA 95012

NISHIMURA FARMS
P. O. BOX 125
GUADALUPE, CALIFORNIA

NISH NORIAN
P. O. BOX 730
BLYTHE, CALIFORNIA 92225

OCEANO PACKING COMPANY
P. O. BOX 132
OCEANO, CALIFORNIA

OSHITA, INC.
P. O. BOX 5218
SALINAS, CALIFORNIA 93901

PACIFIC FARM COMPANY
1047 M STREET
FIREBAUGH, CALIFORNIA 93622

PACIFIC LETTUCE COMPANY
P. O. BOX 534
SALINAS, CALIFORNIA 93901

PACIFIC RANCH COMPANY
P. O. BOX 1066
CASTROVILLE, CALIFORNIA 95012

PALOS VERDES FARMS
P. O. BOX 1248
BLYTHE, CALIFORNIA 92225

PESCHE-PEZZINI
P. O. BOX 51
CASTROVILLE, CALIFORNIA 95012

PHELAN & TAYLOR PRODUCE COMPANY
P. O. BOX 582
OCEANO, CALIFORNIA

PISMO-OCEANO VEG. EXCHANGE
P. O. BOX 368
OCEANO, CALIFORNIA

POINT SAL FARMING COMPANY
P. O. BOX 906
GUADALUPE, CALIFORNIA

PRYOR FARMS
P. O. BOX 1066
SALINAS, CALIFORNIA 93901

RINCON RANCH
P. O. BOX 1066
CASTROVILLE, CALIFORNIA 95012

ROYAL PACKING COMPANY
P. O. BOX 6008
PHOENIX, ARIZONA 85005

S & H PACKING COMPANY
P. O. BOX 1358
BRAWLEY, CALIFORNIA 92227
MAIL TO:
510 EAST OLYMPIC BOULEVARD
LOS ANGELES, CALIFORNIA 90015

SAHARA PACKING COMPANY
P. O. BOX 156
BRAWLEY, CALIFORNIA 92227

MARIO SAIKHON
P. O. BOX 55
HOLTVILLE, CALIFORNIA 92250

SAKATA RANCHES, INC.
P. O. BOX 55
WATSONVILLE, CALIFORNIA 95076

SALINAS LETTUCE FARMERS COOP.
P. O. BOX 594
SALINAS, CALIFORNIA 93901

SALINAS MARKETING COOPERATIVE
P. O. BOX 357
SALINAS, CALIFORNIA 93901

RALPH SAMSEL COMPANY
P. O. BOX 525
SALINAS, CALIFORNIA 93901

STONE SARAWATARI
ROUTE 1, BOX 220
ARROYO GRANDE, CALIFORNIA

SEARS-SCHUMAN COMPANY
P. O. BOX 229
WATSONVILLE, CALIFORNIA 95076

SEASON PRODUCE COMPANY, INC.
P. O. BOX 684
CHULA VISTA, CALIFORNIA 92012
MAIL TO:
1044 SOUTH SAN JULIAN STREET
LOS ANGELES, CALIFORNIA 90015

SECURITY FARMS
P. O. BOX 818
GUADALUPE, CALIFORNIA

SOUZA & BOSTER FARMS
P. O. BOX 1446
SANTA MARIA, CALIFORNIA 93454

SOUZA BROS. PACKING COMPANY
P. O. BOX 405
SANTA MARIA, CALIFORNIA 93454

CLIFFORD J. SOUZA
ROUTE 2, BOX 317
SANTA MARIA, CALIFORNIA 93454

EARL E. SOUZA
ROUTE 2, BOX 318
SANTA MARIA, CALIFORNIA 93454

HENRY L. SOUZA
ROUTE 2, BOX 318
SANTA MARIA, CALIFORNIA 93454

STEWART PACKING COMPANY
P. O. BOX 2113
SALINAS, CALIFORNIA 93901

JOHN S. TAMAGNI
126 MONTEREY ROAD
SALINAS, CALIFORNIA 93901

TANI FARMS
935 EAST EL CAMINO
SANTA MARIA, CALIFORNIA

J. C. TEIXEIRA
2600 BONITA LATERAL ROAD
SANTA MARIA, CALIFORNIA

T. O. TOMASELLO COMPANY
P. O. BOX 328
WATSONVILLE, CALIFORNIA 95076

TOMOOKA BROS.
200 NORTH SUEY ROAD
SANTA MARIA, CALIFORNIA

TRI PRODUCE COMPANY
P. O. BOX 35
FIREBAUGH, CALIFORNIA 93622

UNITED PACKING COMPANY
P. O. BOX 546
FRESNO, CALIFORNIA 93709

VALLEY GROWERS & PACKERS
P. O. BOX 275
GUADALUPE, CALIFORNIA

VEG PAK, INC.
P. O. BOX 1394
SALINAS, CALIFORNIA 93901

VESSEY & COMPANY, INC.
P. O. BOX 482
EL CENTRO, CALIFORNIA 92243

JIM WATKINS COMPANY, INC.
P. O. BOX 838
WATSONVILLE, CALIFORNIA 95076

WEST COAST FARMS
P. O. BOX 809
WATSONVILLE, CALIFORNIA 95076

WESTERN HARVESTING COMPANY
P. O. BOX 1679
EL CENTRO, CALIFORNIA 92244

WESTERN PRODUCE COMPANY
P. O. BOX 475
GUADALUPE, CALIFORNIA

J. A. WOOD COMPANY
P. O. BOX 218
TOLLESON, ARIZONA 85353

DAVE WYNNE FARMS
P. O. BOX 1366
SALINAS, CALIFORNIA 93901

ADDENDUM TO APPENDIX A

To be signed by any company who becomes a party to this Master Agreement subsequent to January 6, 1973, and not listed in Appendix A.

FOR THE COMPANY:

Company _____

By _____

Title _____

FOR THE UNION: WESTERN CONFERENCE OF TEAMSTERS

By _____

Title _____

THIS AGREEMENT EXECUTED BETWEEN THE PARTIES AS AN ADDENDUM TO
APPENDIX A IS EFFECTIVE (DATE) _____