Ехнівіт Е

AGREEMENT BETWEEN UNITED FARM WORKERS ORGANIZING COMMITTEE, AFL-CIO AND DI GIORGIO FRUIT CORP. (SIERRA VISTA RANCH, DELANO, CALIFORNIA; BORREGO SPRINGS RANCH, BORREGO SPRINGS, CALIFORNIA; DI GIORGIO FARMS, ARVIN, CALIFORNIA)

Effective April 3, 1967

AGREEMENT

This Agreement is made and entered into by and between the United Farm Workers Organizing Committee, AFL-CIO (hereinafter referred to as Union) and Di Giorgio Fruit Corporation (hereinafter referred to as Employer).

(Note.—Sections marked with asterisks are provisions awarded in arbitration case; all other sections are provisions agreed to between the parties prior to the arbitration.)

SECTION 1-UNION RECOGNITION

(a) The Employer recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment of all field workers, irrigators, tractor drivers excluding truck drivers, swampers, shed workers, kitchen employees, maintenance workers or pipeline repairmen of the Employer as certified by the American Arbitration Association on September 2, 1966 employed on all agricultural fields leased, owned or rented by the Employer at Sierra Vista Ranch, Delano, California, and Borrego Springs Ranch, Borrego Springs, California, and for all of the employees at Company's Di Giorgio Farms, at Arvin, California, as certified by the California State Conciliation Service on November 4, 1966, excluding however at all locations supervisory employees who have the right to hire or fire or effectively to recommend same, and office clerical employees.

(b) The Employer further recognizes the rights and obligations of the Union to negotiate wages, hours, and conditions of employment, and to administer this

Agreement on behalf of all covered employees.

(c) The Employer and its representatives will not undermine the Union or

promote or finance any competing labor organization.

(d) The Employer and its representatives will not interfere with the right of any employee to join and assist the Union, and will make known to all employees that they will secure no advantage, more favorable consideration, or any form of special privilege because of non-membership in the Union.

(e) The Employer and its representatives will make known to all employees, supervisors and officers, its policies and commitments as set forth above with respect to recognition of the Union and that employees in the bargaining units should give the utmost consideration to supporting and participating in collective bargaining and contract administration functions.

(f) All agricultural operations of the Employer, and those that may be hereafter established or purchased, leased or rented, within the intentions of the September 2, 1966 American Arbitration Association Certification, or the Certification of November 4, 1966, shall automatically be brought under this agreement.

SECTION 2-MANAGEMENT RIGHTS

(a) Employer retains any and all rights and prerogatives of management it enjoyed prior to the execution of this contract except as specifically and expressly limited or modified by the provisions of this contract.

SECTION 3-MAINTENANCE OF STANDARDS

(a) The Employer agrees that all conditions of employment relating to wages, hours of work and general working conditions shall be maintained at no less than the highest standards in effect at these ranches at the time of the signing of this Agreement and conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this agreement.