LETTER OF INTENT

It is understood and agreed by the parties that Article VII (No Assistance Clause) of the jurisdictional agreement between the parties does not preclude the Teamsters from respecting a primary picket line during the course of a lawful labor dispute of a labor organization if the Teamsters decide to do so by reason of a mutual aid agreement or historical relationship.

It is understood and agreed by the parties that the Teamsters shall not be required to commence performance of the obligations under the jurisdictional agreement and addendum thereto until the litigation between the parties has been resolved to the satisfaction of the parties.

Dated: 3/10/77

M. E. ANDERSON
International Director of the Western Conference of Teamsters

Dated: 3/10/77

CESAR CHAVEZ
President, United Farm Workers of America
3/10/77

JEROME COHEN
General Counsel for the
United Farm Workers

3/10/77

JACK ORMES
Counsel for the
Western Conference of Teamsters
AGREEMENT

The purpose of this agreement is to resolve the conflict which has existed between the parties in the organization and representation of working persons in agriculture and related industries.

Such conflicts are contrary to the best interests of the worker. They are an impediment to the advancement of the overall welfare of the worker; they are disruptive of maximum labor solidarity; they divert energies and time which could otherwise be directed toward unionization of the unorganized worker and the ultimate achievement of a united labor movement to which all organized labor aspires.

The conflict between the parties has also engendered actions on numerous fronts which have pitted the parties against each other. Legal actions and conflicting legislative positions have drained resources and diluted the power which could have been expended to secure further advancement for workers, the goal to which each of the parties subscribes.

The parties recognize and agree that the workers will best be represented by the establishment of certain jurisdictional lines and the defining of certain classifications of employees. In order to establish such jurisdictional lines and to define certain classifications of workers and further in order to strengthen and promote representation of the workers involved and to strengthen the labor movement, the parties enter into this agreement to set forth their respective classifications and
This agreement is designated to establish guidelines and procedures to be recognized and followed in order to effectuate the creation of a long term jurisdictional agreement between the parties. The long term agreement shall be designed to bring peace, stability, certainty and a sense of fair play to labor relations in the agricultural and related industries.

ARTICLE I DEFINITIONS AS USED IN THIS AGREEMENT:

A. UFW means the United Farm Workers of America, AFL-CIO, its agents, servants, employees and representatives.

B. Teamsters means the Western Conference of Teamsters, and/or its affiliated joint councils, local unions and all agents, servants, employees and representatives of the Western Conference of Teamsters.

C. Designated Representative means: A person to be designated by the Western Conference of Teamsters and a person to be designated by the UFW, or an alternate that the parties hereto may name, who shall act to fulfill the purposes of this agreement.

ARTICLE II JURISDICTIONAL STATEMENT

Section A

The Teamsters and the UFW agree not to organize or represent, seek to organize or represent, or otherwise to finance or engage in organizational or representational activities, within the jurisdiction of the other party, such jurisdiction being defined as follows:
1. Within agriculture and related industries, the jurisdiction of the Teamsters is that jurisdiction of the National Labor Relations Act ("NLRA"), as set forth in Section 2(3) of the NLRA as of December 1, 1976 and as defined by applicable decisions issued as of December 1, 1976.

2. Within agriculture and related industries in California, the jurisdiction of the UFW is that jurisdiction of the Agricultural Labor Relations Act, as set forth in Section 1140.4(b) of the Agricultural Labor Relations Act (Labor Code Section 1140.4[b]) as of December 1, 1976 and as defined by applicable decisions.

3. Within agriculture and related industries in states other than California which are under the auspices of the Western Conference of Teamsters, the jurisdiction of the UFW is that jurisdiction excluded from the NLRA, as set forth in Section 2(3) of the NLRA as of December 1, 1976 and as defined by applicable decisions issued as of December 1, 1976.

ARTICLE III SETTLEMENT OF DISPUTES

The parties to this agreement agree that all disputes which arise under this agreement shall be subjected to the procedure hereinafter specified. The parties further agree that this procedure shall be the exclusive remedy with respect to any disputes arising under this agreement and that no other remedies shall be pursued by any party or person with respect to any dispute in-
volving this agreement, except enforcement of any arbitration awards in the proper courts.

Except, however, that if a party contends that another party has violated this agreement by seeking certification as the representative of employees pursuant to any labor relations act, such party may seek recognition of this agreement by the appropriate labor relations board to terminate any such certification proceedings. Such party must first notify the Arbitrators of the dispute pursuant to Section B of this Article. Action in accordance with this exception shall not bar the settlement of the dispute under this Article, except that a decision of the Arbitration Panel cannot supercede a decision of the appropriate labor relations board concerning jurisdiction. This agreement shall not bar a party's enforcement of any stipulated judgment entered by a court of law or equity.

Section A: Definitions

For the purposes of this Article, the following terms are defined as follows:

1. "Notification" shall mean a designated representative's transmission, by telegram, to the other designated representative of a written specification of the dispute. Such specification shall include the parts of this agreement alleged to have been violated, the responsible agents (if known) involved in such violation, and the acts alleged to constitute the violation.

2. "Referred to the Arbitrators" shall mean the trans-
mission, by telegram, by the party claiming a
dispute under this agreement to the Arbitrators
of (a) the written specification as defined in
subsection (1) of this Section (or a copy thereof)
and (b) a statement that Subsection (B) (1) of
this Article has been complied with or that a party
has refused to comply with that Subsection.

3. The "Arbitrators" shall mean a panel of three
arbitrators designated herein. It is agreed that
each party shall designate one arbitrator and those
two arbitrators shall select the third arbitrator.
Each party may name an alternate in the event a
primary arbitrator is unable to serve.

Section B: Meet and Confer

1. Within three days of notification that a party
claims a dispute under this agreement, the parties
through their designated representatives shall
meet at Los Angeles, Salinas, or a place mutually
agreed upon, to attempt to resolve the dispute.

2. If the designated representatives mutually agree
to the resolution of the dispute, such agreement
shall be reduced to writing and signed by the
designated representatives of the parties. Such
agreement shall be binding upon the parties and
shall be considered as incorporated in this agree-
ment. If a dispute subsequently arises concerning
such agreement, the parties agree to resolve such
dispute in the manner set forth in this Article.

Section C: Arbitration

If the parties fail to resolve the dispute pursuant to Section B of this Article within five days of notification, the dispute may be referred to the Arbitrators. No dispute may be referred to the Arbitrators more than three months after notification unless waived by the parties in writing. Upon a dispute being referred to the Arbitrators, the Arbitrators shall have the powers and duties as follows:

1. The Arbitrators shall consider and decide the dispute referred to them. The Arbitrators have the authority to decide whether the dispute referred to them is a dispute within the meaning of this agreement.

2. The Arbitrators shall not have the authority or jurisdiction to modify, add to, or detract from or alter any provision of this agreement.

3. Within three days after a dispute has been referred to the Arbitrators, the Arbitrators shall set the time and location for any proceedings incident to resolution of the dispute, but in no event shall the time for initiation of any such proceedings be greater than ten (10) days after a dispute has been referred to the Arbitrators.

4. The Arbitrators may continue any proceedings held incident to their resolution of the dispute but only if such continuance is necessary to secure
of this Section, the Arbitrators shall render a written award. Such award shall conform to the requirements of Article IV of this agreement. Such award shall be served by telegraph upon the designated representatives.

8. The location for proceedings under this Section shall be either San Francisco or Los Angeles County.

9. Each party shall notify the other in writing as to the identity of its designated representative at the time of execution of this agreement. Also, notice of any subsequent change of representative shall be given in writing immediately upon making such change.

ARTICLE IV: AWARDS

The Arbitrators shall enter awards as follows:

1. If the Arbitrators find that no violation of this agreement has occurred, the dispute shall be dismissed and if no reasonable cause is found, the party referring the dispute to the Arbitrators shall be ordered to pay the costs of the arbitration and to pay reasonable attorney's fees to the other party.

2. If the Arbitrators find that a party has violated the terms of Article II of this agreement, the Arbitrators shall order the party and the person or persons found to have violated this agreement to cease and desist from (such) violation of this agreement. Such order shall, in addition to the service required by Section 8 of Article III, be served by telegram upon all persons ordered to cease
of this Section, the Arbitrators shall render a written award. Such award shall conform to the requirements of Article IV of this agreement. Such award shall be served by telegraph upon the designated representatives.

8. The location for proceedings under this Section shall be either San Francisco or Los Angeles County.

9. Each party shall notify the other in writing as to the identity of its designated representative at the time of execution of this agreement. Also, notice of any subsequent change of representative shall be given in writing immediately upon making such change.

ARTICLE IV: AWARDS

The Arbitrators shall enter awards as follows:

1. If the Arbitrators find that no violation of this agreement has occurred, the dispute shall be dismissed and if no reasonable cause is found, the party referring the dispute to the Arbitrators shall be ordered to pay the costs of the arbitration and to pay reasonable attorney's fees to the other party.

2. If the Arbitrators find that a party has violated the terms of Article II of this agreement, the Arbitrators shall order the party and the person or persons found to have violated this agreement to cease and desist from (such) violation of this agreement. Such order shall, in addition to the service required by Section 8 of Article III, be served by telegram upon all persons ordered to cease
and desist from violation of this agreement and such order shall include an order that the party violating this agreement shall pay the costs of arbitration and reasonable attorney's fees to the other party.

3. After ten days from the service of the cease and desist order referred to in Subsection 2 of this Article, any party may petition the Arbitrators for a finding that the party and/or person or persons found to have violated this agreement has failed to comply with the cease and desist order. Upon such petition, the Arbitrators may hold such proceedings as are necessary to determine whether such failure to comply with the cease and desist order has occurred. Any such proceeding shall be conducted, in so far as is practical, with Section C of Article III of this agreement. Within thirty days after a party has petitioned the Arbitrators pursuant to this Subsection, the Arbitrators shall make a finding whether the party and/or person or persons has complied with the cease and desist order. If the Arbitrators find that the party and/or person or persons has failed to comply with the cease and desist order, the Arbitrators shall award to the petitioning party the damages resulting from breach of this agreement. The Arbitrators may retain jurisdiction of the dispute to award further damages; such retention of jurisdiction does not foreclose a party's enforcement of an award in court and any further award pursuant to retention of jurisdiction
shall be considered a separate and separately enforceable award.

4. If the Arbitrators find that a party has violated any section of this agreement other than Article II, the Arbitrators may enter an award, including a cease and desist order and/or damages, upon the finding of a violation of any section of this agreement other than Article II, the Arbitrators shall enter an award ordering the party found to have violated this agreement to pay the costs of arbitration and to pay reasonable attorney's fees to the other party.

The parties recognize and consent to entry of any award by the Arbitrators as a judgment of a court of law or equity.

ARTICLE V: WAIVER CLAUSE

The failure of any party to seek its remedies under this agreement for a violation of the agreement, or any portion thereof, by another party does not waive or abandon the right of the party to seek relief under this agreement for any other violation or repeated act.

ARTICLE VI: SEVERABILITY CLAUSE

If any provision of this agreement, or the application of such provision to any person or circumstances, shall be held invalid, the remainder of this agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

ARTICLE VII: NO ASSISTANCE CLAUSE

None of the parties to this agreement will cause or finance,
assist, promote, induce, support or encourage in any way any labor organization affiliated with it or any other labor organization or person to do any of the acts which if done by the party itself would be in violation of Article II of this agreement.

ARTICLE VIII: NAMES, SYMBOLS & INSIGNIAS

Each of the parties agrees that it will not use any name, insignia or symbol which could be confused with any name, insignia or symbol used by the other party, nor will any of the parties authorize or allow the use of any name, insignia or symbol which could be confused with any name, insignia or symbol used by the other party.

ARTICLE IX: LITIGATION BETWEEN THE PARTIES

The UFW further agrees that no further lawsuits will be filed against the Teamsters, dealing with matters, or activities, which matters or activities arose prior to the signing of this agreement, unless a court orders the Teamsters appearance as a necessary party or the Teamsters agree to be joined.

ARTICLE X: MUTUAL ORGANIZING RESTRAINTS

For the term of this pact, the Teamsters agree not to file any petition, cross-petition, or intervention, to appear on the ballot, or otherwise to participate in any representation proceeding before the ALRB. The Teamsters further agree to cease and refrain from organizing employees within the jurisdiction of the UFW and the UFW agrees to cease and refrain from organizing employees within the jurisdiction of the Teamsters.
ARTICLE XI: DISENGAGEMENT

The parties recognize that a mechanism for disengagement is needed and, therefore, the parties agree to meet and confer to establish such mechanism to accomplish such disengagement as quickly as possible.

ARTICLE XII: DISPUTED JOB CLASSIFICATIONS

The parties recognize that a method for settling disputes relating to certain job classifications is needed and therefore agree to:

A. Stipulate to a set of facts concerning such disputed job classifications and submit those stipulated facts to the NLRB for a "Declaratory Relief Finding." Should the parties fail to agree to such a stipulation, they shall submit the matter to the Arbitrators who will arrive at stipulated facts.

B. The Teamsters and the UFW agree to arrive at a stipulated statement of facts to be submitted to the National Labor Relations Board in connection with Case No. 20-RC-13100.

C. Notwithstanding any other provision of this agreement to the contrary, the parties agree that those portions of the dairy industry currently covered by Teamster contract shall remain the jurisdiction of the Teamsters.

D. The Teamsters may appear in an ALRB proceeding solely to present their position relating to the inclusion or exclusion of certain workers under the ALRA.
The UFW may appear in an NLRB proceeding solely to present its position relating to the inclusion or exclusion of certain workers under the NLRA.

ARTICLE XIII: PENSION RIGHTS

With regard to pension rights, each party shall bear its own obligations, which have accrued during membership in the respective unions, according to law.

ARTICLE XIV: NON-DISCRIMINATION

The UFW agrees not to discriminate or engage in any reprisals against any Teamster member or former Teamster member because of his or her activities in support of the Teamsters.

ARTICLE XV: TERM

This agreement shall be in full force and effect from the 10th day of March, 1977 to and including the 4th day of March, 1982.

It is understood that at the end of the second year of this agreement, good faith negotiations shall be entered into with the International Brotherhood of Teamsters and all its Affiliated Conferences, Joint Councils and Local Unions concerning a proposed National Agreement along the lines of the provisions set forth in this agreement.

Dated: 3/10/77

M. E. ANDERSON
International Director of the Western Conference of Teamsters

Dated: 3/10/77

CESAR CHAVEZ
President, United Farm Workers of America
3/10/77

JEROME COHEN
General Counsel for the
United Farm Workers

3/10/77

JACK ORMES
Counsel for the
Western Conference of Teamsters
ADDENDUM

In consideration of the execution by the parties of the jurisdictional agreement attached hereto and in order to insure that the purposes of the agreement are realized without undue or unnecessary delay, the Teamsters and the UFW enter into this further agreement to set forth their duties with respect to their disengagement from and cessation of the conflict between them in agriculture and its related industries.

The parties recognize that time is of the essence with regard to the following agreements and that the duties undertaken by this agreement shall be accomplished without delay or dilatory tactics, as long as the rights of the workers affected by this agreement are protected.

Section I: STEPS TO DISENGAGEMENT

The Teamsters and the UFW agree as follows:

In the circumstances hereinafter discussed, the UFW and the Teamsters (or any of them) agree that each shall perform the acts specified herein as soon as is possible.

1. In all circumstances where a representation proceeding involving an employer to which the Teamsters, or any of them, are a party, has been commenced pursuant to the California Agricultural Labor Relations Act (hereinafter "ALRA") and where the Teamsters, or any of them, have no collective bargaining agreement with such employer.
(a) If the Teamsters received a majority of the votes in such proceeding (whether it has been certified or not), the Teamsters agree to disclaim any interest in representing the employees of the employer involved in such proceeding and to take all steps necessary to withdraw from representation of such employees.

(b) If the UFW received the majority of the votes in such proceeding, the Teamsters agree to withdraw all objections filed (pursuant to California Labor Code Section 1156.3[c]), in such representation proceeding.

2. In all circumstances where the Teamsters, or any of them, have a collective bargaining agreement, with an employer, covering employees who are within the jurisdiction of the UFW and where no representation proceedings involving such employer have been commenced pursuant to the ALRA, the Teamsters agree that the UFW shall have the right to have a representative accompany the Teamster's representative on premises while said Teamster representative is servicing said contract, until its expiration (or until the certification by the California Agricultural Labor Relations Board [hereinafter ALRB] of a collective bargaining representative, whichever is earlier.)

3. In all circumstances where the Teamsters, or any
of them, have a collective bargaining agreement, with an employer, covering employees who are within the jurisdiction of the UFW and where the Teamsters have secured the majority of votes in a representation proceeding pursuant to the ALRA involving such employer, (and where the ALRB has not certified the Teamsters as the bargaining representative of such employees), the Teamsters agree to disclaim any interest in representing the employees involved in such proceeding and to take all steps necessary to withdraw from representation of such employees and the Teamsters further agree that the UFW shall have the right to have a representative accompany the Teamster's representative on premises while said Teamster representative is servicing said contract, until its expiration (or until the certification by the ALRB of a collective bargaining representative, whichever is earlier).

4. In all circumstances where the Teamsters have been certified as the collective bargaining representative by the ALRB:

(a) If no collective bargaining agreement has been signed by the Teamsters, or any of them, and the employer of the employees for whom the Teamsters, or any of them, are the certified representative, the Teamsters agree to disclaim any interest in representing the employees for
whom the Teamsters, or any of them, are the certified representative and to take all steps necessary to withdraw from representation of such employees.

(b) If a collective bargaining agreement has been signed by the Teamsters, or any of them, and the employer of the employees for whom the Teamsters, or any of them, are the certified representative, the Teamsters agree that the UFW shall have the right to have a representative accompany the Teamster's representative on premises while said Teamster representative is servicing said contract, until its expiration.

5. In all circumstances where the Teamsters, or any of them, have a collective bargaining agreement, with an employer, covering employees who are within the jurisdiction of the UFW and where the UFW has secured the majority of votes in a representation proceeding pursuant to the ALRA involving such employer, (and where the UFW has not been certified as the collective bargaining representative of the employees of such employer) the Teamsters agree to withdraw all objections filed (pursuant to California Labor Code Section 1156.3[c]) in such representation proceeding and the Teamsters further agree that the UFW shall have the right to have a representative accompany the Teamster's represen-
tative on premises while said Teamster representative is servicing said contract, until its expiration (or until the certification by the ALRB of a collective bargaining representative of the employees of the employer, whichever is earlier).

6. In all circumstances where the Teamsters, or any of them, have a collective bargaining agreement, with an employer, covering employees who are within the jurisdiction of the UFW and where "no union" has received a majority of the votes in a representation proceeding involving such employer pursuant to the ALRA, the Teamsters agree that the UFW shall have the right to have a representative accompany the Teamster's representative on premises while said Teamster representative is servicing said contract, until its expiration (or until the certification of the representation proceeding by the ALRB [or the certification by the ALRB of a collective bargaining representative], whichever is earlier.)

7. In all circumstances where the Teamsters, or any of them, and the UFW appeared on the ballot in a representation proceeding pursuant to the ALRA and where the results of such election are unresolved, the Teamsters and the UFW agree to meet and confer with respect to the proper steps to be taken to secure the disengagement contemplated by this agreement.
(If the parties are unable to agree, the matter may be referred to the Arbitrators who shall decide the dispute with reference to the principles stated herein.)

8. In circumstances where the Teamsters, or any of them, have a collective bargaining agreement in effect with an employer, covering employees who are within the jurisdiction of the UFW, and where all parties agree (Teamsters, UFW, employer and employees by secret ballot vote) to have the UFW become the successor bargaining representative and assume the collective bargaining agreement for its unexpired term, the Teamsters shall cooperate to effectuate the change in bargaining representative and assumption of the collective bargaining agreement by the UFW.

9. (a) Notwithstanding the provisions of Subparts 1 through 7 of Section A of Article I of this Addendum, in the circumstances where the Teamsters, or any of them, have a collective bargaining agreement, the initial signing of which antedates January 1, 1970 and where there are particular historical circumstances surrounding such agreement, the steps to disengagement of the conflict between the parties (with respect to jurisdiction) will be deferred, and the Teamsters and the UFW agree to meet and confer for the purposes of exploring means by
which to effect a disengagement consistent with the interests of the parties and of the employees covered by such agreements, one of the means to be discussed being the joint representation by the UFW and the Teamsters of the employees covered by the agreement. The parties agree that the steps to disengagement adopted shall be consistent with the ultimate goal of establishment of the respective jurisdictions of the parties.

(b) The Teamsters and the UFW agree to arrive at a stipulated statement of facts to be submitted to the National Labor Relations Board in connection with Case No. 20-RC-13100.

(c) In all circumstances where the Teamsters have a collective bargaining agreement with employers doing business outside of the State of California whose employees are within the jurisdiction of the UFW (as set forth in the attached jurisdictional agreement), the Teamsters and the UFW agree to meet and confer with respect to the steps to be undertaken to effectuate disengagement.

Section II: FURTHER TERMS

A. The parties agree that all disputes which arise with respect to this agreement shall be determined and resolved in accordance with Articles III and IV of the jurisdictional agreement.
B. Articles I, V and VI of the jurisdictional agreement are applicable to this agreement.

C. A breach of this agreement is considered to be a breach of the jurisdictional agreement also.

D. The term of this agreement shall be the same as the term of the jurisdictional agreement.

Dated: 3/10/77

M. E. ANDERSON
International Director of the Western Conference of Teamsters

Dated: 3/10/77

CESAR CHAVEZ
President, United Farm Workers of America

Dated: 3/10/77

JEROME COHEN
General Counsel for the United Farm Workers

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