



# The Cotton Chronicle

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www.ccgga.org

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## Industry Calendar

- June 10  
Regional Whitefly Mtg  
— Tulare
- June 11  
Regional Whitefly Mtg  
— Shafter
- June 12  
Regional Whitefly Mtg  
— Five Points

(Visit web calendar  
for details)

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## Rosemarie Dowdle Named "Ginner of the Year"

The California Cotton Ginners Association has named **Rosemarie Dowdle** as the recipient of the **2013 Ginner of the Year**. The award is given each



year to honor and recognize an individual who has provided dedication, knowledge, and special service to this Association as well as the ginning industry. **Dowdle** is the Gin Manager at **Tri City Growers Gin** in Terra Bella, California, and just completed her 50<sup>th</sup> season at Tri-City! She began her career at Tri-City in October of 1964 becoming the Manager in 1975, and has the honorable distinction of becoming the first woman gin manager in California. In honoring Dowdle, CCGA President/CEO **Roger Isom** cited her long time support of the Association and its efforts, as well as her commitment to high standards at the gin. As an example, Isom pointed out that Tri-City Growers gin was the first gin in California to receive the award for 5 consecutive years without a lost time accident, and the first gin to receive the award for 10 consecutive years without a lost time accident. In fact, in the history of the CCGA Annual Injury Survey, Tri-City Growers has the fewest reported lost time accidents of any gin in California! This is an amazing accomplishment and starts with the leadership at the top. Congratulations on a long overdue and well deserved recognition for **Ms. Rosemarie Dowdle**.

## Former President/CEO Earl Williams Recognized

California Cotton Ginners and Growers Association Past President/CEO **Earl P. Williams** was recently honored as the recipient of the National Cotton Ginners Association's (NCGA) **2013-14 Distinguished Service Award**. The annual award recognizes individuals who have provided a career of distinguished service to the U.S. ginning industry. Williams received the award during the California Cotton Ginners Association's annual meeting. Williams joined the California Cotton Growers and Ginners' Associations in 1993 as executive vice president, was named president and CEO in 1997, and retired at the end of 2014. He was one of fifteen charter members of the California Cotton Ginners Association, serving on their Board from 1972 to 1980. He has previously served as an advisor to the National Cotton Council, the American Cotton Producers, the NCGA's Advisory Policy Council and Supima's board. Williams continues to serve the Association on a part time consulting basis working on coordination of cotton research activities and is the Supima representative for California.



## Cal/OSHA Looks to Tighten Heat Illness Standard

Despite absolutely no evidence to base changes on, Cal/OSHA has just proposed major revisions to California's heat illness prevention standard. The Division of Occupational Safety and Health is sending its proposal to the Standards Board for them to adopt by the end of the year just in time for imple-

mentation in the summer of 2015. Here are some of the proposed revisions:

**Provide drinking water as close as practicable but no more than 400 feet from employees.**

**Shade to be provided when temperatures hit 80 degrees (currently 85F) and no farther than 700 feet from workers.**

**High-heat procedures would kick in at 85 degrees, instead of the current 95F.**

**When temperatures hit 95 degrees for two consecutive hours, a 10 min break must be provided**

**Expanding the training topics that must be provided to employees.**

**Adding specific instructions on what must be contained in employers' written heat illness prevention procedures.**

**Requiring supervisors to take "immediate action" if employees show signs of heat illness.**

It is anticipated that the Cal/OSHA Standards Board will take the issue up later this year, as DOSH wants the changes put in place for updated training to be provided prior to the summer of 2015. WAPA continues to actively oppose these proposed changes.



**On-Duty Meal Periods: What Employers Should Know**

*The foreman starts his workday at least 1 hour before (5:30 a.m.) the general laborers (6:30 a.m.) because he has to transport people. He then takes his lunch with the general laborers (11:00 a.m.) and is not allowed to leave. Is this legal?*

No. Generally, California law provides that every employer shall authorize and permit all employees to take a thirty (30)-minute meal period after no more than five (5) hours of work. If the employee is not relieved of all duties during the thirty (30)-minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. The "on-duty" meal period is permissible only when (1) the nature of the work prevents the employee from being relieved of all duty; (2) the employee and the employer agree in writing to an on-the-job meal period; (3) the written agreement states that the employee may revoke in writing at any time; and (4) the employee is paid for the meal period. Moreover, the employee must still be provided with the opportunity to eat the meal. **The parties may not agree to on-duty meal period because it is desired or helpful.** *In the example above, the employer is in violation of the law for several reasons. First, if the foreman starts work at 5:30 a.m., he must be provided with a meal period no later than 10:30 a.m. Second, the foreman is not relieved of all his duties because he is not allowed to leave the employer's premises. Therefore, his meal period is considered an "on duty" meal period. The employer may lawfully provide an "on*

*duty" meal period if it can satisfy "the nature of the work" exception along with the other requirements.* California courts have not defined what constitutes "the nature of the work" exception. However, the Department of Labor Standards Enforcement ("DLSE") issued several opinion letters addressing when the exception may apply. (Note: DLSE opinion letters are not binding on California courts, but may serve as persuasive material). DLSE letters make clear that the showing necessary to establish "the nature of the work" exception is high. Whether the exception applies must be made on a **case by case and day by day basis**. DLSE provides a list of non-exhaustive factors that should be considered in deciding whether the exception applies:

1. **The type of work;**
2. **The availability of other employees to provide relief during the meal period;**
3. **The potential consequences to the employer if the employee is relieved of all duty;**
4. **The ability of the employer to anticipate and mitigate these consequences such as by scheduling the work in a manner to allow the employee to take an off-duty meal period;**
5. **Whether the work product or process will be destroyed or damaged by relieving the employee of all duty.**

According to DLSE, some examples that fit this exception are a sole worker in an all-night convenience store, a sole security guard stationed in a remote location or a position requiring continuous operation of machinery, which requires monitoring. However, DLSE declined to apply the "nature of work" exception to late-night shift managers at fast-food restaurants because other employees are on duty and could cover for the manager with no economic hardship for the employer. *In the above example, the foreman is not allowed to leave the employer's premises presumably because he is needed to supervise or to address any issues. Nonetheless, the foreman will not meet the "nature of the work" exception because other crew members are present at the same time and can be trained to provide the necessary relief. It is also unlikely that the employer will suffer any economic harm if the foreman takes an on-duty meal period. Therefore, the employer above is in violation of the law because the foreman does not meet "the nature of the work" exception.*

**Counsel to Management:** DLSE sets an impossible standard for "the nature of the work" exception. Most of the employees will be unable to meet the exception. Therefore, if possible, the employers should not provide "on-duty" meal periods. If you have any questions regarding on-duty meal periods, please contact The Saqui Law Group.

**CALIFORNIA FARM INCENTIVE PROGRAM DOUBLES REBATE**

**Growers who install the CCAT Dual-Fuel Retrofit System will receive \$8,000 per unit installed\***  
**CCAT leasing program allows growers to save on fuel costs from day one with no capital outlay**

California Clean Air Technologies (CCAT) is excited to share



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included insight into what might happen next with the current water bonds in the legislature. Another insightful update was given by research leader **Ed Hughs** from USDA-ARS, SWCGRL and a cotton classing update by local USDA AMS area director, **Greg Townsend**. The Association staff, President **Roger Isom** and Director of Regulatory Affairs **Aimee Brooks** touched on a number of important issues facing the industry from CAL OSHA's night time activities proposed rule to changes in Proposition 65 regulations. The meeting was wrapped up by another highlighted speaker, **Kevin Flanagan of Thinkwire Energy Services**. Flanagan provided insight in regards to the upcoming changes to Net Energy Metering, and updates for farms considering solar. The evening dinner reception, which includes the awards for Ginner of the Year and the Distinguished Service Award were postponed due to the recipients not being able to attend but will be awarded in the coming weeks. The annual meeting came to a close after President Isom's state of the association address in which he identified the hardships upcoming with the drought and lack of acreage but promised as always that we will fight on!



A special thank you to the following sponsors who make this event not only possible but enjoyable and lots of fun!

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