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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

COACHELLA VALLEY CITRUS

AND

UNITED FARM WORKERS OF AMERICA, AFL-CIO

February 1, 1978 - September 1, 1980

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AGREEMENT

PARTIES

THIS COLLECTIVE BARGAINING AGREEMENT and certain specified supplemental agreements are between the parties whose names appear on the signature page hereof under the designation of "Employer" ("Employer" herein) and the United Farm Workers of America, AFL-CIO ("Union" herein), and said Collective Bargaining Agreement and certain specified supplemental agreements shall operate for the purposes of establishing uniform wages, hours and working conditions as hereinafter defined. The parties agree as follows:

ARTICLE 1: RECOGNITION

1. The Employer does hereby recognize the Union as the sole exclusive bargaining agent representing all of the Employer's agricultural employees (hereinafter called "workers") in the unit set forth in Agricultural Labor Relations Board's certification in case number 75-RC-52-R. 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 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 judgement.

2. The Employer agrees that no business device, including joint ventures, partnerships, or other forms of business operations, shall be used for the purpose of circumventing the obligations of this Agreement, but if it should enter into any of these forms of operations they shall be covered by this Agreement, provided, however, the Employer's packinghouse may receive fruit for packing and shipping from another packinghouse which that packinghouse does not have the capacity to handle.

3. 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 covered workers.

4. Neither the Employer nor its representatives will interfere with the right of any worker to join and assist the Union. The Employer 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 Union activities.

5. Neither the Employer nor its representatives will take any action to disparage, denigrate or subvert the Union, nor will they promote or finance any labor organization, including any competing labor organization. Neither the Union nor its representatives will take any action to disparage, denigrate, or subvert the Employer.

6. The Employer will make known to all workers, supervisors and officers, its policies and commitments as set forth above with respect to recognition of the Union and will encourage workers in the bargaining unit to give utmost consideration to supporting and participating in collective bargaining and contract administration functions.

ARTICLE 2: UNION SECURITY

1. Union membership shall be a condition of employment. Each worker shall be required to become a member of the Union immediately following five (5) continual days after the beginning of employment, or five (5) days from the date of the signing of this Agreement, whichever is later; and to remain a member of the Union in good standing. The Union shall be the sole judge of the good standing of its members. Any worker who fails to become a member of the 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 the Union, or who has been determined to be in bad standing by the Union pursuant to the provisions of the Union's constitution, shall be immediately discharged or suspended upon written notice from the Union to the Employer, and shall not be re-employed until written notice from the Union to the Employer of the worker's good standing status.

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

3. The Employer agrees to deduct from each worker's pay initiation fees, all periodic dues, and assessments as required by the Union, upon presentation by the Union of individual authorization signed by workers, directing the Employer to make such deductions. The Employer shall make such deductions from workers' pay from the payroll period in which it is submitted, provided that it is submitted in advance of the close of the pay period, and periodically thereafter as specified on authorization so long as such authorization is in effect and shall remit monies weekly. The Employer shall provide the Union each week with a copy of its computer printout

showing the name of each worker, his social security number, payroll periods covered, gross wages, total hours worked per worker, total number of workers and amount of Union dues deducted during such pay periods from each worker. The 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.

4. The Employer 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 Employer shall furnish workers membership applications and dues checkoff authorization forms as provided by the Union.

5. The Union shall indemnify and hold the Employer 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 Employer for the purpose of compliance with any of the provisions of this Article.

ARTICLE 3: HIRING

1. The Union shall operate and maintain a facility or designate a person or persons through which the Employer shall obtain its new employees for each of its five operating areas as provided below. The Union shall notify the Employer in writing of the address and telephone number of the person or the facility for each of the Employer's five operating areas, and the name of the person in charge of the facility.

2. Employees with seniority at the Company shall be recalled to work in accordance with the provisions of Article 4, and shall not have to use the facility described in Section 1 in order to be recalled by the Employer. Such employees shall report to the Union steward or other Union representative and Employer representative at the job site to verify that their name is on the seniority list before commencing work.

3. Whenever at the beginning of the picking season in any of the Employer's five operating areas, the Employer anticipates the need for new or additional employees to perform any work covered by this Agreement, the Employer shall, approximately two (2) weeks prior to the date of anticipated need for such employees, notify the facility of the Union designated in Section 1 in writing, stating the total number of new employees it needs to hire, the type of work to be performed, the estimated starting date of the work, and the approximate duration thereof. The Employer shall notify the Union

promptly of any changes in the estimated starting date. However, the Employer shall give to the Union notice of the exact starting date no later than forty-eight (48) hours prior to the time it is anticipated that work will commence. If work does not start at that time, the Employer shall not be liable except under Article 29, Reporting and Standby Pay.

4. In the event, during the picking season in any of the Employer's five operating areas, new or additional employees are needed to perform work covered by this Agreement, the Employer shall notify the Union facility or persons designated in Section 1 of the total number of new employees needed, the type of work to be performed, the date the employees are needed, and the duration of the work. The Union shall be given forty-eight (48) hours notice, or as much advance notice as possible. If, because of an emergency, such as unanticipated weather conditions, new employees are required immediately, the Employer shall notify the Union and, if the requested workers are not furnished, only be required to wait twenty-four (24) hours before hiring workers from any other source pursuant to Section 5 of this Article.

5. When the Employer notifies the Union that it needs additional employees, the Union shall use its best efforts to furnish the requested number of workers. If the Union does not furnish the requested number of employees on the date specified by the Employer, the Employer shall be free to procure them from any other source. If the Employer secures employees under the provisions of this paragraph, it shall make available to the Union in writing within five (5) days thereafter, the names, social security numbers, date hired and job classifications of all employees so hired, provided, however, that the Union shall be entitled acting on its own, to ascertain such information from such employees at any time after twenty-four (24) hours following the hiring of such employees, provided further, that the work is not interrupted.

6. When the Employer requests workers from the Union facility for jobs which require skill or experience (for example, tractor drivers or forklift drivers), the Union shall refer workers who meet the job requirements. Before the Employer makes a determination that a referred worker does not meet the job requirements, the supervisor will fully explain the job duties and requirements and give the worker a reasonable time to meet the job requirements.

7. If the Union knows at the time it receives a request for employees by the Employer that it will not be able to furnish the employees requested, it shall notify the Employer of this fact as soon as possible.

8. It is essential that the Union have advance notice of layoffs, so that it may plan utmost utilization of available employees. Accordingly, the Employer will notify the Union seven (7) days, or as soon as possible, prior to any layoff. Failure to give this notice to the Union shall not create any financial liability on the part of the Employer to employees who report for work shall be under Article 29, Reporting and Standby Pay.

9. In the event that it is necessary to lay off employees before they acquire seniority, it is understood that if such employees are dispatched by the Union to the Company, the Employer shall not refuse to rehire them solely because they would establish seniority.

10. In applying this Article, neither party shall discriminate in violation of Article 16, No-Discrinimation.

11. In the event the Employer commences operations in a new area (other than Coachella, Blythe, Hemet, Borrego and Niland), it shall notify the Union in writing two (2) weeks in advance, where possible, and the Union may assign a person or establish a facility for supplying new employees in such area. If the Union does establish such a facility, or assign a person, or if one already is established in such area, the provisions of this Article shall be applicable. If the Union does not establish such a facility or assign a person, the Employer shall be free to hire all new employees from any lawful source.

12. The first five (5) workdays shall be a work evaluation period during which a new employee may be terminated for unsatisfactory work performance without recourse to the grievance procedure unless he claims that his termination was for a reason other than unsatisfactory work performance. The Employer shall provide the Union with a weekly notice of employees terminated during this period and, upon request, shall make available to the Union information as to a terminated employee's work performance. The Employer shall describe the work to be performed and give a physical demonstration of the work to new employees. An employee shall be given an opportunity to demonstrate his job performance. The supervisor shall point out the employee's mistakes in order to help him learn the job.

ARTICLE 4: SENIORITY

1. Seniority shall be defined as a total length of continuous service with the Employer. A break in service terminates worker seniority. Layoffs are not considered a break in service.

2. Seniority will be extended from the date of hire or

rehire and seniority shall be broken for the following reasons only:

A. Voluntary quitting.
B. Discharge for just cause.
C. Failure to report on the date on a Notice of Recall unless satisfactory reasons are given to the Employer.
D. When the worker fails to report to work at the termination of a leave of absence or vacation without an approved extension or accepts employment with another employer as per Section 4, Article 9, Leaves of Absence, of this Agreement.
E. When any worker leaves the bargaining unit to accept a supervisory or other position with the Employer outside the bargaining unit.

3. At the peak of each picking season the Employer will provide an opportunity in each area for any worker to demonstrate that he is qualified to operate the forklifts which are used by the Employer in the orchards. The time and place for said opportunity shall be announced by the Employer to all crews during the peak season. This announcement shall be posted on all bulletin boards and a copy shall be sent to the Union. The supervisor in charge will fully explain the job requirements and will give each worker an equal opportunity to qualify. The Employer will compile a list of all workers who have qualified as forklift operators and will post this list within five (5) days of the date of the qualifications tests. In the event of any vacancies or any new jobs in the classification of forklift operator, the Employer will make assignments, either temporary or permanent, from this list, according to seniority.

4. The Employer shall maintain and post two separate seniority lists in each of the areas in which it operates. There shall be a seniority list for forklift operators and a seniority list for pickers assigned to crews in each such area. Workers on either list shall be listed according to seniority, but subject to all other provisions of this Article. The areas in which such seniority lists shall be maintained are Coachella, Blythe, Hemet, Borrego, and Niland Mesa.

5. Whenever there is a layoff in the work force in any area, layoffs shall be by seniority order, with the workers with the lowest seniority laid off first, but subject to Section 7 hereof.

6. Whenever the Employer recalls seniority workers in any area, the Employer shall recall by seniority order, with the worker with the highest seniority recalled first, but subject to Section 7 hereof.

7. The Employer will organize the workers in work crews, of a size to be determined by the Employer, in each area accord-

ing to their preference, but where workers have different seniority, seniority will prevail over preference. Workers will be laid off and recalled as nearly as possible by crew. The procedure for organizing crews will be as follows:

A. At the time of layoff at the end of the picking season workers will be given the opportunity to express their preference for crew assignments to be made at the beginning of the picking season.

B. At the beginning of the picking season the Employer will organize the workers in each area according to their preference, but in all cases seniority shall prevail over preference. The Employer will designate the crew made up of the workers with highest seniority as the "No. 1 Crew", and shall continue downward with the crew designated as "No. 2 Crew", etc. The Employer will furnish a list of crews with their seniority ranking to the Union as soon as the organization has been completed.

C. After the initial organization of crews in each area a worker shall have the right to request a reassignment, and this request will be granted if and when a vacancy exists in the crew to which the assignment is requested, and provided that the worker accepts the seniority of that crew as to layoff during that season. The worker may request such a reassignment only once during the picking season.

D. If during the course of the picking season the Employer is required to add workers to any of the crews in the same area, it will first make transfers of workers who have requested transfer to that crew. In the absence of any such requests, the Employer will then take workers from the crew with the lowest seniority and transfer them upward according to need. Any worker so transferred will be laid off with the crew to which he is transferred. Upon request the Union shall have the right to review the list of transfer requests maintained by the Employer.

8. In recalling seniority workers after a layoff, the Employer shall give a notice in writing which shall indicate the approximate date on which the worker is to report for work. The said notice shall include the worker's name, social security number, and seniority date. The notice shall be mailed not less than two (2) weeks prior to such reporting date and shall be addressed to the worker at the worker's address as it appears on the records of the Employer.

9. Recalled workers, after receiving their written notice, shall be informed of the exact date upon which work is to start by: checking or phoning the Employer office or the Union office where the exact starting date shall be posted at least forty-eight (48) hours, two (2) working days, before work is to begin. The Employer shall also notify the workers of the exact starting date by radio announcements two (2) working days before work is to begin.

10. It is agreed that prior to the end of a harvesting season, at least five (5) days before layoffs begin, the Employer shall distribute a notice, in English and Spanish, to all workers, explaining the recall procedure and family seniority provisions. The attached two Appendices C and D shall be used for this notice.

11. It shall be the responsibility of the worker to notify the Employer of any change in his or her address as it appears on the records of the Employer, and all notices required under this Article shall be sent to that address.

12. A standard postcard form of notice, as per Appendix B, shall be used for all notices under this Article, and they shall be mailed first class. The Employer will at the same time mail to the Union a list of the workers to whom such notices have been transmitted, together with the reporting date for each worker. When recall notices sent to workers are returned with Postal Service notification of non-delivery, the Union shall be notified of the worker's name and address from which the notice was returned, and the Employer shall make available to the Union, on request, any such return notice.

13. If during the operating season and in case of an unforeseen emergency, such as freeze or quick change of marketing conditions, the Employer needs workers immediately, the Employer may waive the written two (2) week notification of seniority workers and use the following procedure. The Employer shall follow the procedure in Section 8 and give at least ten (10) days notice to seniority workers, and request that they respond by calling the Employer's office to indicate whether they can report on said day. If even shorter notice is required, due to above circumstances, then the Employer may accelerate the recall of seniority workers by telephone, radio, and/or mail-o-grams, and request that workers report within forty-eight (48) hours (two working days) for employment. Any worker contacted who fails to respond to this request to report within forty-eight (48) hours will not lose his/her right to a regular recall notice at a later date as the need for more workers occurs. Following the accelerated recall, the Employer shall make every effort to employ as soon as possible the seniority workers who did not report. In using this accelerated recall the Employer shall:

A. Notify the Union immediately when this need arises, giving the number of workers needed, date of reporting, and reason why it is necessary to use this recall.

B. Keep record of those contacted and their response and will give such information to Union upon request.

It is understood and agreed between the parties that this

accelerated recall procedure is limited to emergency need by the Employer as outlined above and shall not be used to replace or evade the regular recall procedure.

14. The Employer will notify the Union, in writing, of layoffs seven (7) days, or as soon as possible, prior to layoff and will furnish the Union with a list of those workers to be laid off.

15. Beginning with the signing of this Agreement and two (2) weeks prior to the start of an operation, or each three (3) months thereafter, whichever comes first, the Employer shall provide the Union with an up-to-date seniority list, showing the name of each worker, his or her seniority date, Social Security number, and job classification. The Employer shall post such seniority list on the Employer's bulletin board as follows: The seniority lists shall be posted by the Employer at the start of each operation, or every three (3) months, whichever comes first, for a period of two (2) weeks.

If a question arises concerning the accuracy of the lists, the Union and the Employer 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 artibration.

16. It is understood that the Employer and the Union may agree, in writing, to make deviations from those seniority provisions regarding application of seniority.

Upon the request of either party, the Union and the Employer may review and agree to revise a seniority provision one (1) year after the date of signing the Agreement.

ARTICLE 5: GRIEVANCE AND ARBITRATION

1. All disputes between the Employer and the Union arising out of the interpretation or application of this Agreement shall be subject to the Grievance and Arbitration procedure. The Grievance and Arbitration procedure shall be the exclusive remedy with respect to any disputes arising under this Agreement until this procedure has been exhausted and no other remedies shall be utilized by any person with respect to any dispute involving this Agreement until the procedure has been exhausted.

2. Grievances shall be processed in the following manner:

Step 1. Any grievance shall be immediately taken up between the supervisor involved and the Union Steward. They

shall use their best efforts to resolve the grievance.

Step 2. In the event the grievance is not immediately resolved, the grieving party shall reduce the grievance to writing, setting forth the nature of the grievance, and file it with the other party. A grievance regarding a discharge of an 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 its discovery. The Employer and the Union shall meet within ten (10) days after the written grievance is filed. The Union may be represented by the workers' Grievance Committee at such meeting. If the grievance is not resolved in such meeting, the party receiving the grievance shall immediately give a written response to the other regarding its position, including reasons for denying the grievance. A Union representative may fully participate in all steps of the grievance procedure.

Step 3. If the grievance is not settled in Step 2, the grieving party may appeal the grievance to arbitration by giving written notice of its desire to arbitrate to the other party within thirty (30) days of the Step 2 meeting. The arbitrator shall consider and decide the grievance referred to him. In cases where more than one grievance is referred to arbitration, the arbitrator may hold consecutive hearings to expedite hearings. The arbitrator shall not have authority or jurisdiction to modify, add to, or detract from, or alter any provision of this Agreement. Within that limitation his authority shall include awarding back pay to employees for any loss of earnings from the Employer, and awarding damages to the Employer in appropriate circumstances. He also shall have the authority to apply this Agreement and order compliance by all parties with the terms of the 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 (15) days after the date of the close of the hearing. The decision of the arbitrator shall be binding on the Employer, the Union and the workers. All expenses and salaries of the arbitrator shall be born equally by the parties. Each party shall pay the cost of presenting its own case.

3. Both the Employer and the Union agree to a designated permanent arbitrator, . If the arbitrator shall at any time be unable or refuses or fails to act, or he vacates his position, the Employer and the Union shall immediately select his successor or substitute. If selection cannot be agreed upon, either the Union or the Employer may request from the American Arbitration Association or the Federal Mediation and Conciliation Service a panel of eleven (11) arbitrators. After receipt of the list, the parties shall meet to select the arbitrator. If the parties cannot agree upon the selection, then they shall turn to the list of arbitrators received. The person to strike first shall be determined by a coin toss. The name remaining after each

party has struck five (5) shall be the person designated as arbitrator. Every six (6) months, either party may request a new list of arbitrators and require a new meeting to select a new arbitrator.

4. Grievances not filed or appealed within the time limits established in Section 2 shall be deemed waived. However, grievances dropped prior to arbitration shall be considered as withdrawn without prejudice to either party's position on similar matters in the future.

5. 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 Employer, and the workers. It is recognized that there are times and that there are certain issues that may arise, which make it in the best interest of all concerned to have a resolution of the matter more quickly than provided in the above procedure. Accordingly, grievances may at the request of the grieving party and with written notice to the other 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 withintwo (2) work days and the responding party will immediately provide its answer in writing, if it denies the grievance, setting forth the reasons for denial. The grieving party may then request, with notice to the responding party, that the 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.

6. The arbitrator may make a field examination in any case he deems it advisable.

7. In the event of a claim that Article 27, No Strikes has been violated, the Employer may contact the arbitrator. The arbitrator shall immediately determine whether a violation has occurred. If the arbitrator determines that a violation has occurred, he shall order the employees to return to work immediately. This in no way alters the obligations of either party under the other provisions of this Agreement.

8. Any claim by the Union that on-the-job conduct of any Employer supervisor is abusive of any workers' rights may be treated as a grievance, provided that such conduct has occurred on more than one occasion and is specified in detail in the grievance.

9. Where possible, grievances shall be processed outside of working hours. If it is necessary to process grievances during working hours:

1. It shall be done in a manner that minimizes the interruption of work,

2. Members of the Ranch and Grievance Committees and stewards shall be permitted to leave their work (after checking with their supervisor) without loss of pay for the purpose of processing grievances and meeting with management up to a total (for all members of both Committees and stewards) of seven and one-half (7½) hours per week (not to be accumulated from week-to-week), and

3. The steward's function at Step 1 shall be performed without loss of pay.

ARTICLE 6: DISCIPLINE AND DISCHARGE

1. The 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 Agreement. Except as provided in Article 3, Section 12, no employee shall be disciplined or discharged without just cause.

2. Prior to any disciplinary action or 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, where the Employer deems it necessary to take action and no steward or Union representative is available, and after the Employer has made a reasonable effort, including telephoning the Union's area office, if necessary, to notify a steward or Union representative of the contemplated action, the Employer may take action and must give written notice in accordance with Section 3 below.

3. Written notice of a discharge or suspension and the reason for the action shall be given to the workers involved and the Union within two (2) workdays after the date of the discharge or suspension. A letter which is postmarked within two (2) such workday periods shall be considered to be in compliance with this notice requirement. The time limit for the initial filing of the grievance challenging a discharge under Article 5, Section 2, shall not begin to run until the Union receives this written notice.

4. In relation to discipline, the steward of the worker to be disciplined or other Union official shall have the right to interview the employee in private.

ARTICLE 7: RIGHT OF ACCESS TO COMPANY PROPERTY

1. Duly authorized and designated representatives of the Union shall have the right of access to Employer premises in

connection with the 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.

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

3. The Union shall advise the Employer of the names of its duly authorized and designated representatives.

ARTICLE 8: NEW OR CHANGED JOBS

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

A. The Employer shall notify the Union in advance of new job classifications not included in the pay scale of this Agreement, or of changes in operation of existing job classifications.

B. The Employer and the Union shall meet within five (5) days after notices are received to negotiate the wage rates.

C. Whether or not the Union has agreed to the proposed rate, the Employer may set the wage or piece rate in relation to the classifications and rates of pay in Appendix A and put the rate into effect after such notice.

2. If the Employer and the Union cannot reach an agreement with respect to the wages or piece rates applicable to the new or changed jobs either party may submit the matter to Arbitration as provided for in Article 5, Section 2, of the Grievance and Arbitration Procedure. The scope of such arbitration shall be the establishment of the job classification, the job content and the job wage rate.

The wages or piece rates agreed upon or determined pursuant to arbitration as provided above shall be retroactive to the date when the new or changed job went into effect.

ARTICLE 9: LEAVES OF ABSENCE

1. Any worker elected or appointed to an office or 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, whenever possible, must be given to the Employer before the worker takes leave to accept such office or position or chooses to return to work. Such leave of absence shall be without pay. Seniority shall not be broken or suspended by reason of such leave.

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

A. Written notice shall be given by the Union to the Employer at least two days prior to the commencement of such leave;

B. Such leaves shall not be granted during periods of time when there is a shortage of harvesting labor and shall not exceed 10% of the employees covered by this Agreement; and

C. This section shall not apply to operations during critical periods if it would harm operations.

3. A leave of absence without pay shall also be granted to workers by the Employer upon workers applying to and being confirmed by the Employer for any of the following reasons without loss of seniority:

A. When the worker has been summoned for jury duty or has been subpoenaed as a witness in any court proceeding;

B. Up to two years of illness or injury requiring absence from the job, provided, the worker provides, upon request, a doctor's certificate or other adequate evidence of such illness or injury; and

C. For valid personal reasons, not to exceed thirty (30) days where prior notice specifying reason is given to the Employer.

All leaves of absence in excess of three (3) days shall be in writing on approved leave of absence forms pursuant to Appendix provided by the Employer. Such forms shall be signed by the Employer representative, the worker requesting the leave, and by the Union steward or other Union representative to signify receipt of the Union's copy. Leaves of absence as provided herein shall be extended by the Employer for good cause shown if request for such an extension is made by the worker in writing, with a copy to the Union, prior to the termination of the original leave.

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 Employer, 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 Employer may agree to his/her leave in preference to that worker over other workers with higher seniority.

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

ARTICLE 10: 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.

ARTICLE 11: SUPERVISORS

Supervisors and other employees not included in the bargaining unit shall not perform work covered by this Agreement, nor shall they operate forklifts or other loading equipment in the orchards except in an emergency, or except when the regularly assigned operator or operators are unavailable, or except when it is necessary to do so to supply boxes or bins to the pickers or remove fruit from the orchard in order to prevent an interruption of the operation. This paragraph shall not be used for the purpose of avoiding the recall of bargaining unit workers for work they would normally perform.

ARTICLE 12: WORKERS' SECURITY

1. The Employer agrees that any worker may refuse to pass through any picket line established at the premises of any other employer and sanctioned by the Union; provided, however, that the Union shall not establish or sanction a picket line at the premises of any grower member of the Employer at any time during the harvest season or pruning season for the purpose of depriving that grower member of picking or pruning labor supplied by this Employer.

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

ARTICLE 13: RECORDS AND PAY PERIODS

1. The Employer 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, hours worked, total units, and total wages each pay day. The daily record of piece rate

production for each crew shall, on request, be made available by the crew foreman for inspection by the steward or by any worker.

2. The Union shall have the right, upon notice given to the Employer, to examine work production or other records that pertain to workers' compensation.

ARTICLE 14: HEALTH AND SAFETY

1. The Employer and the Union are interested in the health and safety of workers while working with the Employer. It is understood and agreed that it is necessary in sophisticated farming practices today that the growers whose fruit is picked and packed by the Employer must use certain agricultural chemicals for the control of pests. The Employer recognizes that the use of agricultural chemicals must be such as not to cause injury to the workers. In order to insure the protection of the workers from chemicals which are applied by other parties, the Employer agrees to express his concern to its growers that the growers not use chemicals which are banned by law, indluding but not limited to DDT, DDD, DDE, Aldrin and Dieldrin. Upon request by the Union when it in good faith believes that there has been some illness or injury caused by an agricultural chemical, or that some law or regulation has been violated, the Employer will use its best efforts to secure all necessary information regarding the said chemical, such as the brand and chemical name, the date, location, and method of application, the amount, formulation and concentration, name of applicator and date of harvest.

2. The Union shall cause to be formed a Health and Safety Committee (the "Committee") comprised of workers' representatives. The Committee may confer with the Employer with respect to the formulation of rules and practices relating to the health and safety of workers, and sanitary conditions.

3. No worker under this Agreement will be required to work when in good faith he/she believes that to do so would immediately endanger his/her health or safety.

4. There shall be adequate toilet facilities, separate for men and women in the field readily accessible to workers, that will be maintained by the Employer in a clean and sanitary manner. These may be portable facilities and shall be maintained at the ratio of one for every thirty-five (35) workers or fraction thereof.

5. Each place where there is work being performed shall be provided with suitable cool, potable drinking water convenient to workers. Individual paper drinking cups shall be provided.

6. Adequate first aid supplies shall be provided for each crew and kept in clean and sanitary dust proof containers.

7. Tools and equipment and protective garments necessary to perform the work and/or to safeguard the health of or to prevent injury to a worker's person shall be provided, maintained and paid for by the Employer, such as but not limited to bags, clippers, leather gloves, and sleeves to all picking employees.

Workers shall be responsible for returning all such equipment that was checked out to them, but shall not be responsible for breakage, unless it can be shown that the breakage is caused by a dishonest or willful act or by gross negligence, or for normal wear and tear. Workers shall be charged actural cost for such equipment broken as a result of a dishonest or willful act or by gross negligence. Workers shall give an authorization permitting a deduction for such equipment broken or not returned. Receipts for returned equipment shall be given the workers by the Employer.

8. Any violation of this Article shall be subject to the expedited grievance and arbitration procedure.

9. Unless otherwise provided in this Article, compliance by the Employer with all applicable federal, state, and local laws and regulations relating to health and safety shall constitute compliance under this Article.

ARTICLE 15: UNION LABEL

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

1. Employer will make available to the designated Union representatives, at Union's request:

LABELS
1. Trademark registration;
2. Printing source;
3. Number of labels used.

2. The Union label and Union seal are and shall remain the sole property of the Union. During the term of this Agreement, Employer shall be entitled to the use of said label or seal. It is agreed that during the term of this Agreement produce harvested by Union members and shipped by Employer in packages or containers under its own labels shall bear the Union label or seal. In this regard Employer 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 Employer.

3. Security Clause: In the event of the Employer's misuse of the Union label or seal on packages or units harvested 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 Employer and the Employer 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.

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

5. Employer agrees to give to Union upon request a record of the daily shipping reports.

ARTICLE 16: NO DISCRIMINATION

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 17: BULLETIN BOARDS

The Employer will provide a bulletin board of legal size clip board type for the use of the Union in posting notices, to be placed on the portable toilet which is provided for each crew, or in any such central location as shall be mutually agreed.

ARTICLE 18: INCOME TAX WITHHOLDING

The Employer shall deduct Federal and State income tax in accordance with standard practices with scheduled deductions for workers agreeing in writing to such withholding. Such agreement shall be binding upon the worker during his employment with the Employer for the balance of the calendar year and each calendar year thereafter, subject to his written revocation of his agreement prior to the start of each new calendar year.

ARTICLE 19: CREDIT UNION WITHHOLDING

Upon proper written authorization from a worker to the Employer,

deductions as provided for in such authorization shall be made by the Employer for deposits to the credit of the worker with the Farm Workers Credit Union, and such money shall be forwarded on a weekly basis to that organization at P.O. Box 62, Keene, California 93531, or such other address as designated by the Administrator of the Fund; provided, however, that if a worker shall revoke an authorization once made, the revocation, which shall be in writing, shall continue in effect until the following September, after which time the worker may again make a written authorization for withholding.

ARTICLE 20: LOCATION OF EMPLOYER OPERATIONS

Upon the execution of this Agreement, the Employer shall provide the Union with a map showing the locations, crops, and acres where the Employer conducts its agricultural operations, and it shall notify the Union of any new locations during the life of this Agreement. Use of this information shall be subject to the provisions of Article 7 hereof, Right of Access.

ARTICLE 21: SUBCONTRACTING

1. 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 work of a specialized nature.

2. Subcontracting is permissible under this Agreement where the Employer does not have the equipment to do the work being subcontracted. When the Employer does subcontract pursuant to the terms of this provision, any worker of the subcontractor who actually operates or maintains the equipment shall not be covered by the terms of this Agreement. However, any worker of the subcontractor, other than those who actually operate or maintain the equipment, who work on the subcontracted job shall be covered by the terms of this Agreement.

3. The Employer shall notify the Union in advance of any subcontracting.

ARTICLE 22: 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 23: 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 not applicable or illegal in accordance with such laws render the remainder of this Agreement ineffective or work a termination.

ARTICLE 24: SUCCESSOR CLAUSE

This Agreement shall be binding upon and inure to the benefit of 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 sold 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 25: FAMILY HOUSING

The Employer and the United Farm Workers of America, AFL-CIO, recognize that one of the most serious needs of farm workers, particularly migrant farm families, who help produce food for the nation, is adequate family housing. It has been long known that families who follow the crops are required to move from two or three times a year. This creates hardship on families, particularly the children, who must readjust to new locations and new school patterns. It is mutually agreed by the Employer and the Union that they will, when they are in agreement as to any particular piece of legislation, cooperate to encourage direct governmental action at the Federal, State, and County levels to plan, finance and construct public housing in important agricultural locations. The parties understand that the means and methods of action might vary.

ARTICLE 26: MANAGEMENT RIGHTS

1. The Employer retains all of its established, traditional and inherent rights of management except as expressly and explicitly modified by this Agreement. The parties agree that specific enumeration or illustration of the Employer's management rights is unnecessary.

2. The Employer shall have the right to establish and post

work rules and safety rules applicable to all workers.

3. The Union shall have the right to appeal to the grievance procedure if the exercise of any of the management rights provided for in Section 1, above, or the establishment of work rules or safety rules provided for in Section 2, above, violates or conflicts with any other provision of this Agreement.

ARTICLE 27: NO STRIKES - NO LOCKOUTS

1. There shall be no strikes, slowdowns, sitdowns, boycotts, or other interruptions of work by the Union or by the workers covered by this Agreement during the term of this Agreement, but subject to the provisions of Article 12, Workers' Security. The Union will not authorize or approve any such activity. There shall be no lockout by the Employer.

2. If any such unauthorized strike, slowdown, sitdown, boycott, or other interruption of work, occurs, the officers and representatives of the Union shall do everything within their power to end or to avert such prohibited activity.

3. If any such unauthorized lockout should occur, the Employer shall do everything within its power to end such prohibited activity.

ARTICLE 28: HOURS OF WORK AND OVERTIME

1. Workers whom the Employer assigns to work over eight (8) hours during any day shall be paid a premium of thirty-five (35¢)cents for all hours they are assigned to work in excess of eight (8) hours but no more than ten (10) hours in any one day.

Workers whom the Employer assign to work over ten (10) hours in any day shall be paid at the rate of one and one-half (1½) times their regular rate of pay or their average hourly piece rate earnings based on the preceding payroll week for all hours they are assigned to in excess of ten (10) in any one workday.

2. Workers shall be paid at the rate of one and one-half (1½) times their regular rate of pay or their average hourly piece rate earnings based on the preceding payroll week for the first eight (8) hours they are assigned to work on their seventh (7th) consecutive work day and, thereafter, two (2) times their regular rate of pay or their average hourly piece rate earnings based on the preceding payroll week for all hours they are assigned to work in excess of eight (8) hours on such day.

3. There shall be no pyramiding of overtime premium.

4. Each worker shall be entitled to one full day (24 hours) off work without pay during each payroll week. Insofar as possible, work shall be arranged so that each worker will have Sunday off.

5. Mealtime breaks shall be one-half (½) hour and shall not be compensated for nor counted as hours worked.

6. A worker shall receive the rate of his classification for all time worked, including time, if any, worked in a classification with a lesser rate of pay.

7. When a worker performs work in a higher rated job, he shall be paid at the higher rate for all time worked on the higher rated job.

8. When a worker is working as a trainee in a higher rated job, he shall be paid for such training period at his regular rate of pay for a time period up to twenty-eight (28) continuous calendar days; if such worker qualifies for the higher rated job and retains it after the twenty-eight (28) continuous calendar days, he shall then be paid at the higher rate.

9. Wage rates for specified job classifications are set forth in Appendix "A" attached hereto.

ARTICLE 29: REPORTING AND STANDBY TIME

1. A worker who is required to report to work and does report and is furnished no work shall be paid at least four (4) hours at his hourly rate of pay or his average hourly piece rate earnings based upon the preceding payroll week. If a worker starts work and is furnished less than four (4) hours of work, he shall be paid at least four (4) hours at his hourly rate of pay or his average hourly piece rate earnings based upon the preceding payroll week. This section shall not apply where work covered by this Agreement is delayed or cannot be carried out because of rain, frost, governmantal condemnation of crop, excessive moisture, refusal of workers to work, or other causes beyond the control of the Employer.

2. The Employer shall make every effort to provide workers with a reporting time as close as possible to the actual work starting time.

3. A worker shall be paid for all time he is required to remain on the job at his hourly rate, or his average piece rate earnings based on the preceding payroll week.

ARTICLE 30: VACATIONS

1. Beginning with January 1, 1978, the Employer shall grant vacations with pay, to eligible workers as specified below.

1. Workers who worked 1300 hours in the prior calendar year shall be eligible for two weeks vacation.

Vacation pay shall be computed on the basis of the average number of hours worked per week at their regular rate of pay. Vacation pay shall be deemed earned and payable at the end of each calendar year. However, workers may choose to receive their vacation pay at any other time during the calendar year. In the event a worker's seniority is broken according to Section 2, Article 4, prior to the end of the calendar year and he has fulfilled the hours worked requirement, then such worker's vacation pay is due and payable at the time he or she receives his or her final paycheck.

2. The worker who has qualified for a vacation shall be allowed time off, with the consent of the Employer, as specified herein with no loss of seniority. If more workers want a particular vacation period than can be reasonably spared, the worker with the highest seniority shall have first preference for the vacation period.

3. If Employer and worker both agree, a worker may waive his vacation time off, but shall receive their vacation pay in addition to their earnings for such period.

4. Beginning with January 1, 1978, the Employer shall contribute five cents (5¢) per hour, for each hour worked by workers covered by this Agreement to the Nagi Daifullah Farm Workers Vacation Fund.

Employer shall remit the monies, on a weekly basis, to the Nagi Daifullah Farm Workers Vacation Plan, P.O. Box 62, Keene, California 93531, along with a summary report containing the date of the payroll period, names of workers, social security numbers, total hours worked per worker, total number of workers, and tax deductions made from the portion remitted.

5. The Nagi Daifullah Farm Workers Vacation Plan shall, at the end of the calendar year, pay the worker all monies, less administrative costs, accumulated to his account from the Employer or any other employer contributory to the plan.

6. Employer agrees to provide Union, upon signing of this Agreement, a list of those workers the Employer expects will qualify for a paid vacation pursuant to Section 1. Such list will include the worker's name, current home address, social security number, and job classification. Employer shall not be bound to contribute to the Nagi Daifullah Farm Worker

Vacation Plan for these workers, provided however, that if such workers should fail to work the required number of hours, in order to qualify for vacation pay pursuant to Section 1., then the Employer shall pay to the Nagi Daifuhlah Farm Worker Vacation Plan, in a lump sum, five cents (5¢) per hour for every hour worked for such worker(s). Such payment shall be made by January 15, 1979, and every succeeding year thereafter and shall include all hours worked up to and including December 31st of the calendar year prior to such payment.

7. In the event the Employer was covered by a previous Collective Bargaining Agreement in 1976, the Employer shall maintain that vacation benefit schedule for calendar 1977.

If Employer was not covered by a Collective Bargaining Agreement, maintenance of standards shall apply for calendar 1977.

8. Union shall indemnify and hold the Employer 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 Employer for the purpose of compliance with the above, provided however, that each party will pay their respective legal costs.

ARTICLE 31: HOLIDAYS

1. Commencing with the effective date of this Agreement, Washington's Birthday, Memorial Day, and Thanksgiving Day shall be paid holidays.

Holiday pay shall be eight (8) hours of pay at the worker's hourly average pay earned during the payroll week immediately preceding the week in which the holiday falls, unless the worker did not work during such week in which event his/her holiday pay shall be based on the hourly average earned during the payroll period worked preceding the holiday.

2. To be eligible for a paid holiday, 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 the scheduled workdays both immediately before and after the holiday.

3. The following shall be recognized as unpaid holidays under the terms of this Agreement: Christmas, New Year's Day.

4. Any work performed on the above listed holidays shall be paid for at the rate of one and one-half (1½) times the

regular rate of pay and shall be in addition to the worker's holiday pay.

5. When a holiday falls on Sunday, the following Monday shall be observed as a holiday.

ARTICLE 32: CITIZENSHIP PARTICIPATION DAY

1. The second Sunday of February of each year during the term of this Agreement shall be designated as "Citizenship Participation Day". All workers on "Citizenship Participation Day" shall receive eight (8) hours' pay at their regular straight-time hourly rate. Such eight (8) hours' pay shall be in addition to any pay due the worker if he or she is required to work on "Citizenship Participation Day." Upon receipt of proper written authorization from the workers, the Employer shall deduct from such worker's wages the pay received for "Citizenship Participation Day" and the Employer shall remit such a sum to the "Citizenship Participation Day" Committee of the United Farm Workers of America, AFL-CIO, for allocation as designated by the worker. In the event any worker works on "Citizenship Participation Day" the Employer shall not deduct any pay due him or her for working on such day.

2. The Employer shall prepare a summary report containing the names and social security numbers of each and all workers on the Employer's payroll for the week preceding "Citizenship Participation Day". This report shall also include the following data relative to each worker; total hours worked, hourly rate, gross pay, an accounting for all monies deducted pursuant to this article and totals for all workers shall be included.

3. Said report and monies shall be remitted to the "Citizenship Participation Day" Committee of the United Farm Workers of America, AFL-CIO, Post Office Box 62, Keene, California 93531 by the twenty-fifth (25th) of the month following the Sunday designated in this Agreement.

4. Union shall indemnify and hold the Employer 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 Employer for the purpose of compliance with the above, provided, however, that each party will pay their respective legal costs.

ARTICLE 33: ROBERT F. KENNEDY FARM WORKERS MEDICAL PLAN

1. The Employer shall, beginning February 1, 1978, contribute to the Robert F. Kennedy Farm Workers Medical Plan sixteen and

one-half (16½¢) cents per hour for each hour worked for all workers covered by this Agreement.

2. All contributions due herein shall be computed weekly for every worker covered by this Agreement. In conjunction therewith, a weekly summary report will be submitted on the date workers are paid covering the weekly payroll for which contributions are due. The weekly summary report shall include the workers' names, social security numbers, total hours worked by workers, total number of workers and amount of contributions.

3. The monies and summary report shall be remitted to the Robert F. Kennedy Farm Workers Medical Plan, Post Office Box 92169, Los Angeles, California 90009, or such other address as designated by the Administrator of the Fund.

ARTICLE 34: JUAN DE LA CRUZ FARM WORKERS PENSION FUND

1. The Employer shall, effective January 1, 1978, contribute to the Juan De La Cruz Farm Workers Pension Fund, ten (10) cents per hour for each hour worked by all workers covered by this Agreement, and commencing February 1, 1978, the amount of such contributions shall be fifteen cents (15¢) per hour.

2. Contributions to be made by the Employer pursuant to this Article shall be deposited into and remain in an interest bearing trust account until such time as a formal pension plan has been developed for farm workers by Union and the Internal Revenue Service has issued an advance determination that such plan meets the requirements of Part 1, Subchapter D of Chapter 1 of the Internal Revenue Code of 1954. Upon receipt of a copy of such advance determination, the Employer shall promptly take all actions required to be performed by it in order to cause such impounded contributions to be transmitted to the plan trustees.

3. All contributions due herein shall be remitted on a weekly basis, for every worker covered by this Agreement. In conjunction therewith, a weekly summary report will be submitted covering the payroll periods for which contributions are due. Summary report shall include the workers' names, social security numbers, total hours worked by workers, total number of workers and amount of contributions.

4. The monies and a summary report shall be remitted to the Juan De La Cruz Farm Workers Pension Fund, Post Office Box 39122, San Francisco, California 94139, or such other address as designated by the Administrator of the fund.

ARTICLE 35: MARTIN LUTHER KING FUND

1. The Employer shall, effective January 1, 1978, contribute to the Martin Luther King Fund five cents (5¢) per hour for each hour worked by all workers covered by this Agreement. Expenditures or investments of contributions shall be solely restricted to those charitable and educational purposes for which federal tax exempt status has been granted to the Fund. The contributions shall not be expanded to the detriment of the Employer. The Martin Luther King Fund shall obtain and maintain federal tax exemption and all contributions by the Employer shall be deductible under the Internal Revenue Code.

2. All contributions due herein shall be remitted, on a weekly basis, for every worker covered by this Agreement. In conjunction therewith, a weekly summary report will be submitted covering the payroll period for which contributions are due. The summary report shall include the workers' name, social security numbers, total hours worked by workers, total number of workers and amount of contributions.

3. The monies and a summary report shall be remitted to the Martin Luther King Fund, Post Office Box 80762, Los Angeles, California 90080, or such other address as designated by the Administrator of the Fund.

ARTICLE 36: 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), a worker who has worked for the Employer 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 Employer, not to exceed three (3) days. The Employer may require a death certificate or other evidence of death.

ARTICLE 37: JURY DUTY AND WITNESS PAY

1. A worker who has worked for the Employer at least five (5) days during the two (2) weeks preceding the week in which he is summoned to appear to serve on a jury or as a witness in a judicial or administrative hearing not between the parties shall be eligible for pay if he misses work as a result of such service.

2. The Employer shall pay a worker eligible for jury duty or witness pay an amount equal to the difference between the amount of pay he would have received from the Employer for all of his scheduled work hours and the amount he received

for complying with the summons. To receive pay under this provision the worker must provide the Employer with the summons for his appearance and documentary evidence of the amount of fees received for performing such service.

ARTICLE 38: REST PERIODS

Workers shall have paid rest periods of ten (10) minutes each, which insofar as practical, shall be in the middle of each four (4) hour work period or major fraction thereof.

ARTICLE 39: MECHANIZATION

1. The Employer shall have the right to use the kinds of mechanical equipment it has used in the past and to use new kinds of mechanical equipment except as restricted in Section 2 and 3 of this Article.

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

3. If the Employer anticipates mechanization of its operation which will permanently displace more than twenty-five (25%) percent of its workers, it shall notify the Union and, upon request, bargain with the Union prior to the introduction of such mechanical equipment. If the parties cannot agree on the introduction of such equipment, the Employer shall have the right to utilize it and the Union shall have the right to strike, notwithstanding the provisions of Article 27, No Strikes.

ARTICLE 40: REPORTS TO UNION

Each week, not later than five (5) days after the day designated as payday, the Employer shall transmit to the Union by ordinary mail a report which shall consist of a copy of the Employer's computer print-out and which shall, with respect to each worker on the Employer's payroll for the pay period in question, set forth the following information:

Payroll period
Full name of worker

Address
Social security number
Job classification (Picker - P -; Forklift Operator -F-)
Seniority date
Hours worked
Total units
Rate per unit
Gross wages
Deductions
  FICA
  SDI
  Union Dues
  Other Union Assessments
Net wages

Amount contributed by Employer for RFK Plan
Amount contributed by Employer for JDLC Fund
Amount contributed by Employer for MLK Fund
Amount contributed by Employer for NDFWVP

If terminated:

Layoff (L) date:
Discharge (D) date:
Quit (Q) date:

Additionally, the report shall include the following totals:

Total number of all hours worked by all workers
Total number of workers
Total number of units for all workers
Total gross wages of all workers
Total amount of Union dues for all workers
Total amount of RFK Medical Plan contribution
Total amount of JDLC Pension Fund contribution
Total amount of MLK Fund contribution
Total amount of NDFWVP contribution

The transmission of this report shall constitute compliance with all of the reporting requirements of this contract.

The transmission of this report shall not constitue waiver of notice and time requirements where the notice or time requirements in other portions of this Agreement may be inconsistent with this Article.

ARTICLE 41: DURATION OF AGREEMENT

This Agreement shall be in full force and effect from February 1, 1978, to and including September 1, 1980. 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 1st day of February, 1978.

UNITED FARM WORKERS OF AMERICA, AFL-CIO

BY: Cesar E. Chavez
Gilbert Padilla
Eliseo Medina
Melesio Sanchez
Bernardo Valladares
Mario Compean
Leo Espinoza
Mario Hernandez
Jose Mejorado
Jesus Herrera
Ramon Hernandez
Alfredo Munoz
Jacinto Angulo
Tomas Leon
Ruth Shy

COACHELLA VALLEY CITRUS

BY: Dan Dunlap
James Armstrong

APPENDIX "A"

COACHELLA VALLEY CITRUS

AND

UNITED FARM WORKERS OF AMERICA, AFL-CIO

WAGES

	EFFECTIVE 12/19/77	EFFECTIVE 11/29/78	EFFECTIVE 11/29/79
A. The hourly rate for forklift operators	$4.50	$4.77	$5.06

B. The minimum piece rate per bin for pickers

EFFECTIVE 12/19/77 through 11/29/78

	SIZE/COLOR	STRIP
LEMONS	$13.75	$13.50
GRAPEFRUIT	5.00	4.50

ORANGES	$8.50	
TANGERINES		
Fairchild	12.50	12.00
Algerian	12.50	12.00
Dancy	12.50	12.00
Fremont	12.50	12.00
Kinnow	10.50	10.00
Minneola	10.10	9.60
Orlando	9.00	8.50
Royal Mandarin	6.50	6.00

APPENDIX "B"

COACHELLA VALLEY CITRUS

AND

UNITED FARM WORKERS OF AMERICA, AFL-CIO

DATE_____
S.S.#_____
SENIORITY DATE_____

NOTICE OF RECALL

In accordance with Article 4 of the Contract between CVC and the UFW, you are hereby notified to report to the _____ crew at _____on _____at _____a.m.

To verify this date in case of any change, call the CVC office (399-5114) or the UFW (398-6179) 2 days beforehand. There will be notices in Company and Union offices and on KVIM and XED radio.

Please bring social security card. Failure to report to work may result in loss of seniority under Article 4, Section____ of CVC-UFW Contract.

EMPLOYER_____

APPENDIX "C"

COACHELLA VALLEY CITRUS

AND

UNITED FARM WORKERS OF AMERICA, AFL-CIO

NOTICE REGARDING RECALL

You are hereby notified that, pursuant to the Collective Bargaining Agreement between the Employer and the United Farm Workers of America, AFL-CIO, workers will be recalled

next season in the following manner:

1. Two (2) weeks before work is scheduled to begin we will mail you a notice of recall giving the approximate beginning date.

To accomplish this, we request that you fill out the attached card giving your mailing address or the address where you expect to be at the time of recall. If you need help, please ask your foreman or Union steward. They'll be glad to assist you.

2. The seniority ranking of the crews is as follows:

1.	5.	9.
2.	6.	10.
3.	7.	11.
4.	8.	12.

3. Workers will be assigned to crews according to their seniority. The highest seniority workers will be assigned to the highest seniority crew. If you wish to work with a specific crew please indicate by writing in that crew in the crew preference line. Requests will be granted on the basis of seniority. You should know, however, that if the crew you choose has less seniority, you will not be recalled until that crew begins and you will also be laid off with that crew at the end of the season.

4. The exact starting date will be available at least forty-eight (48) hours before actual commencement of work and you can ascertain it in the following manner:

A. The exact date will be posted at the Company bulletin boards. They are located at, _____, _____ _____.

B. It will also be posted at the Union (UFW) office.

C. Call the Company office, phone number _____ or the Union office 398-6179.

D. Listen to radio stations KVIM, Coachella or XED, Mexicali, for the information.

APPENDIX "D"

COACHELLA VALLEY CITRUS

AND

UNITED FARM WORKERS OF AMERICA, AFL-CIO

FAMILY REGISTRATION FORM

We the following workers, wish to register as a family unit,

Pursuant to Article 4 of the Agreement between Coachella Valley Citrus and the United Farm Workers of America, AFL-CIO. We understand that our seniority date will be that of the person in our family who fills out this form. For purposes of this registration form "family" shall be defined as father, mother and children unmarried and living at home as per Article 4, Section _____.

NAME _____ S.S.# _____ RELATIONSHIP ____
NAME _____ S.S.# _____ RELATIONSHIP ____
NAME _____ S.S.# _____ RELATIONSHIP ____
NAME _____ S.S.# _____ RELATIONSHIP ____
NAME _____ S.S.# _____ RELATIONSHIP ____

_____
SIGNED DATE

_____
COMPANY

_____
ADDRESS

_____
COMPANY PHONE #

COPIES TO:
United Farm Workers of America,
AFL-CIO
1639 6th Street
Coachella, CA. 92236
TELEPHONE: 398-6179

SUPPLEMENTAL AGREEMENT

BETWEEN

COACHELLA VALLEY CITRUS

AND

UNITED FARM WORKERS OF AMERICA, AFL-CIO

This Agreement between Coachella Valley Citrus and the United Farm Workers of America, AFL-CIO supplements and, as provided herein, modifies the Agreement between the parties:

A. RE: ARTICLE 4 SENIORITY

1. Since this is the first Agreement entered into between the United Farm Workers and Coachella Valley Citrus, it is understood and agreed between the parties that workers who fail to report within 3 working days of the date of the Notice of Recall, unless satisfactory reasons are given, will then lose seniority under Article 4, Section 2.

2. When a worker has been laid off at the end of a picking season in any area, he may request a temporary transfer to another area. All such requests for temporary transfer will be granted on the basis of seniority and on the following

conditions:

1. There must no longer be any need for the worker in the area from which he seeks a transfer.
2. There must be a need for new or additional workers in the area to which the transfer is requested, and all workers having seniority in that area must have been recalled.
3. No transportation will be furnished to the worker in going to or from the area to which he seeks transfer.

3. A worker who is given a temporary transfer shall retain his seniority in his own area. The day he starts work in the new area shall be his date of hire for layoff purposes in that area.

D. RE: PIECE RATES

1. The Employer and the Union shall each designate a Piece Rate Representative. Prior to the start of harvesting in any grove or block, the Employer and Union Piece Rate Representatives shall meet to establish a piece rate for the harvesting work in that grove or block. The maximum size of the grove or block for which a particular piece rate is established shall be approximately forty (40) acres. The rate shall be based upon such factors as the type of fruit which is being picked, the yield per tree, the condition of the grove (e.g., the presence of weeds and irrigation borders and whether or not the branches of adjoining trees are tangled or interlocked), the size of the fruit, the method of picking, whether or not a ladder is used, and, if so, the ladder's height.

2. In the event the Employer and Union Piece Rate Representatives are unable to agree on a rate for a particular grove:

A. The parties may agree to submit the dispute to arbitration, in which case the worker shall work at the rate established by the Employer until the dispute is resolved. The arbitrator shall decide whether the rate established by the Employer or the rate proposed by the Union provides the fairer and more equitable compensation. The arbitrator shall have authority only to select either the rate established by the Employer or the rate proposed by the Union and shall have no authority to set another rate himself. In determining which rate should apply, the arbitrator may visit the grove where the rate is in dispute, provided both the Employer and Union Piece Rate Representatives are given the opportunity to accompany him on his visit. In the event the arbitrator chooses the rate proposed by the Union, the workers who worked under the rate established by the Employer in the disputed grove or block shall be entitled to back pay based upon their actual output while working under the rate established by the Employer.

B. If either of the parties refuses to submit the dispute to arbitration, working at the particular grove shall be free to refuse to work at that grove without violating Article 27, No Strikes - No Lockouts. This shall not relieve workers working at other groves and the Union from the obligations under Article 27, No Strikes - No Lockouts except at the grove where the rate dispute exists. When the dispute as to the rates for that particular grove is resolved, the provisions of Article 27, No Strikes - No Lockouts shall again be applicable at that grove.

3. _____ shall be designated as arbitrator to resolve piece rate disputes arising hereunder and shall serve in that capacity so long as both parties agree to his designation. If either of the parties desire that a new arbitrator be designated, the Employer and the Union shall select his successor or substitute. If selection cannot be agreed upon, the parties shall request the State of Californis Mediation and Conciliation Service to Designate a staff member of that agency to serve as arbitrator in a piece rate dispute. The restrictions established on the arbitrator's authority set out above shall be applicable to the person designated by the State of California Mediation and Conciliation Service.

4. A full bin shall be defined as level full.

5. The Employer shall maintain daily picking records which shall show the piece rate production of each worker and it shall make these records available to the Union upon request. After the first year of this Agreement either party may request that the other party meet to attempt to negotiate a new method for establishing piece rates. If such request is made, the parties shall meet during a 30 day period to attempt to reach an agreement on a new method for establishing piece rates, taking into account the information developed by the Employer during the first year of this Agreement. If the parties cannot agree during this 30 day period on a new method, the method established in Sections 1 and 2 shall continue for the rest of the term of this Agreement.

Executed this 1st day of February 1978.

UNITED FARM WORKERS OF AMERICA, AFL-CIO

BY:

COACHELLA VALLEY CITRUS

BY:

LETTER OF UNDERSTANDING

BETWEEN

COACHELLA VALLEY CITRUS

AND

UNITED FARM WORKERS OF AMERICA, AFL-CIO

RE: ARTICLE 5

In applying Article 5, Section 9, Grievance and Arbitration, it is understood that the seven and one-half (7½) hours of released time to members of the Ranch and Grievance Committee and stewards is a total amount of time for all of the members of both committees and stewards. Thus, for example, if three members of the Grievance Committee and two other members of the Ranch Committee and one steward spend one hour during working hours in a grievance meeting, this shall be counted as six hours.

RE: ARTICLE 9, Section 1

Appointment to an office or position in the Union shall not exceed ten percent (10%) of the workers covered by this Agreement.

RE: ARTICLE 10

It is understood and agreed by the parties, that despite the provisions of Article 10, Maintenance of Standards, the Employer may pursuant to Article 26, 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.

The Employer shall not be required to make advances to workers as a standard to be maintained, but may do so on a voluntary basis.

RE: ARTICLE 14

The Employer agrees that all equipment such as but not limited to ladders, shall be kept in a good repair.

RE: ARTICLE 15

It is understood and agreed between the Employer and the Union that there are cartons, containers, and packages presently in the possession of the Employer and/or on order at the time of the execution of this Collective Bargaining Agreement. It is agreed that said cartons, containers, and packages may be used by the Employer without imprinting or adding the Union Label.

The Employer shall make every effort to implement Article 15 Union Label and provide for the use of the Union Label at the earliest possible date.

RE: ARTICLE 27

It is hereby agreed by the parties that notwithstanding the provisions of Article 27, No Strike - No Lockout, the Union shall be free to take boycott action against any buyer of the employers products with whom the Union may have a dispute; provided, however, that the Union shall have an obligation under Article 27, No Strike - No Lockout to take no action in relation to produce harvested by Union members and packed and shipped under the Employer's labels.

RE: ARTICLE 28

1. TRAVEL PAY
The Employer shall pay $5.00 per day per individual working when commuting from the Coachella Valley to Niland or Borrego Valley.

2. OVERTIME FOR FORKLIFT OPERATORS
The Employer, during the term of this Agreement, will not reduce the number of hours of work assigned to its harvesting crews solely to eliminate overtime pay liabilities to its forklift operators that otherwise would be incurred.

3. REASONABLE AMOUNT OF WORK
The Employer will make every effort to provide a reasonable amount of work to each crew member.

4. PAYDAY
It is agreed that Friday shall be payday and the Employer shall make reasonable efforts to deliver checks on that day but shall not be responsible for delays beyond its control.

RE: ARTICLES 33,34, and 35

The Employer recognizes its obligations under the Collective Bargaining Agreement to make contributions to the following funds:

1. Robert F. Kennedy Fund

2. Martin Luther King Fund
3. Juan De La Cruz Fund

According to Articles 33, 34, and 35 of the Collective Bargaining Agreement.

Employer further agrees to pay an increase to these Funds which shall be equal to the rate agreed upon by the Vegetable Master Agreement employers who hold contracts with the United Farm Workers Union, in the event such rates are increased on December 1, 1978. Employer's obligation to meet any increase in such contributions shall not commence prior to December 1, 1978, but on the date the other employers increase such payments.

RE: ARTICLE 10

It is understood and agreed that Article 10, Maintenance of Standards, shall not apply for the purpose of augmenting the hours of forklift operators, but Article 28, Hours of Work and Overtime, shall apply with respect to the hours worked by forklift operators.

RE: COMMENCEMENT OF FUND CONTRIBUTIONS

The parties agree that contributions to the Juan De La Cruz Farm Worker Pension Plan, Martin Luther King Farm Worker Fund, and Nagi Daifullah Farm Worker Vacation Plan shall be retroactive to January 1, 1978. Contributions to the Robert F. Kennedy Farm Workers Medical Plan shall commence on February 1, 1978.

RE: CITRUS BASE RATE RENEGOTIATION

It is agreed that the citrus base rates shall be subject to renegotiation on the second and third years of this Agreement. For purposes of this Agreement, November 29 shall be the anniversary date. Should the parties fail to reach agreement on such modification, the Union shall have the right to take economic action in support of its proposals, notwithstanding any other provisions of this Agreement, provided that no economic action shall be taken prior to November 29, 1978, or November 29, 1979, whichever is applicable.

Executed this 1st of February 1978.

UNITED FARM WORKERS OF AMERICA, AFL-CIO

COACHELLA VALLEY CITRUS