AGREEMENT

BETWEEN

CALIFORNIA COASTAL FARMS, INC.

AND

UNITED FARM WORKERS OF AMERICA, AFL-CIO

April 1, 1981
This Agreement and Supplemental Agreements attached hereto are between CALIFORNIA COASTAL FARMS, INC., hereafter called "the Company" and the UNITED FARM WORKERS OF AMERICA, AFL-CIO, hereafter called "the Union". The parties agree as follows:

ARTICLE 1: RECOGNITION

A. The Company does hereby recognize the Union as the sole labor organization representing all the Company's agricultural employees (hereinafter called "workers") in the unit set forth in the Agricultural Labor Relations Board's certification in the Case No. 75-RC-49-M. 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 judgment.
B. The Company agrees that no business device including joint ventures, partnerships or any other forms of agricultural business operations shall be used by the Company for the purpose of circumventing the obligations of the Collective Bargaining Agreement.

C. The Company 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.

D. Neither the Company nor its representatives will take any action to disparage, denigrate or subvert the Union. Neither the Union nor its representatives will take any action to disparage, denigrate or subvert the Company.

E. Neither the Company nor its representatives will interfere with the right of any worker to join and assist the Union. The Company 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.

F. The Company 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

A. 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. 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 Union shall be immediately discharged or suspended upon written notice from the Union to the Company, and shall not be reemployed until written notice from the Union to the Company of the worker's good standing status. The timely payment or tendering of dues, initiation fees and assessments to the Union, in amounts customarily and regularly charged by the Union shall constitute the sole criterion upon which "good standing", as that term is used in this Agreement, shall be determined.

B. Company agrees to furnish to Union in writing, within one (1) week after the execution of this Agreement, a list of its workers giving the names, addresses, social security numbers, and types of job classification.

C. Company agrees to deduct from each worker's pay initiation fees, all periodic dues, and assessments as required by Union, upon presentation by the Union of individual
authorization signed by workers, directing Company to make such deductions. Company shall make such deductions from workers' pay for 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 Company shall provide a monthly summary report as soon as possible, but not later than the twentieth (20th) day of the month following the ending date of the previous month's pay period containing the names of the workers, social security numbers, 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. 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.

D. The Company 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 Company shall furnish workers membership applications and dues checkoff authorization forms as provided by the Union.
E. Union shall indemnify and hold Company 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 Company for the purpose of compliance with any of the provisions of this Article.

F. In the event that the Company files in bankruptcy or Chapter 11 proceedings, it will notify the Union of such action and shall list the Union as a separate creditor qualified as a priority claim pursuant to the Bankruptcy Act. Notification to any of the Plans or Funds shall not constitute compliance with this Article.

ARTICLE 3: HIRING

A. The Union shall operate and maintain a facility whereby Company may secure new or additional workers. The Union will notify Company of the address and phone number of each facility nearest each operation of the Company and the name of the person in charge of the facility.

B. Company recalls of seniority workers shall be pursuant to Section C of Article 4. Workers returning to work on recall shall check in with the Union steward or other Union representative on the job site to verify the worker’s name is on the seniority list before commencing work.

C. Whenever at the beginning of any operating season in any area of operation of the Company, the Company anticipates the need for new or additional workers to perform any work
covered by this Agreement, the Company shall, at least two (2) weeks prior to the date of anticipated need for such workers, notify the facility of the Union designated in Section A in writing, stating the number of workers needed, the type of work to be performed, the estimated starting date of the work and the approximate duration thereof. The Company shall notify the Union promptly of any change in estimated starting date, however, the Company shall give to the Union the exact starting date no later than forty-eight (48) hours prior to the actual date for commencement of the work.

D. In the event, during the operating season in any area of Company operations, new or additional workers are needed to perform work covered by this Agreement, the Company shall notify the Union facility designated in Section A of the number of workers needed, the type of work to be performed, the date the workers are needed, and whether the work is temporary or permanent. The Union shall be given forty-eight (48) hours notice or as far in advance as possible.

E. When workers are requested of the Union, Union shall use its best efforts to furnish the requested number of workers. If the Union does not furnish the requested number of workers on the date requested, the Company shall be free to procure needed workers not furnished by the Union from any other source. If the Company secures workers under the provisions of this paragraph, the Company will make available to Union, in writing, within five (5) days thereafter, the
names, social security numbers, date hired and job
classifications of all workers so hired, provided however, that
the Union shall be entitled, acting on its own, to ascertain
such information from such workers at any time after
twenty-four (24) hours following the hiring of such workers,
provided further, that work is not interrupted. Grievances
relating to this paragraph shall be subject to the expedited
grievance and arbitration procedure.

F. When Company requests workers from the Union facility
for jobs which require skills or experience (such as tractor
drivers, irrigators) the Union will refer workers who meet the
job requirements. Before the Company makes a determination
that a referred worker does not meet the job requirement, the
supervisor will fully explain the job duties and requirements
and give the worker a reasonable time to meet the job
requirements. Discharges shall be subject to the procedures of
Article 8 - Discipline and Discharge.

G. It is essential that the Union has advance notice of
any layoff, so it may plan utmost utilization of available
workers. Accordingly, the Company will notify Union seven (7)
days in advance of any layoff, or as soon as possible, prior to
any layoff.

H. When laying off seniority workers, the Company shall
attempt to give reasonable notice of the estimated layoff
date. Workers other than harvesting crew workers shall be
given at least twenty-four (24) hours notice prior to a layoff
at the end of any season.
1. In the event that it is necessary to lay off workers before they acquire seniority, it is understood that if such workers are referred or dispatched by the Union to the employer from which they were laid off, that such workers will be given work opportunity by the Company on the same basis as any other non-seniority worker.

ARTICLE 4: SENIORITY

A. After a worker has worked for the Company at least fourteen (14) work days within the preceding ninety (90) calendar days, he shall acquire seniority on the fourteenth (14th) day of work retroactive to his date of hire. Whenever a commodity or crop season is less than twenty-eight (28) calendar days, a worker shall acquire seniority provided he works one-half (1/2) the number of work days in the season. It is understood that the days prior to acquiring seniority do not establish nor shall be a probationary period. There shall not be layoffs for the purpose of circumventing acquisition of seniority.

B. Seniority shall be lost for the following reasons only:

1. Voluntary quitting.
2. Discharge for just cause.
3. When on layoff, fails to report within three (3) working days after being called unless satisfactory reasons are given.
4. When the worker fails to report to work at the termination of a leave of absence or vacation without an approved extension as per Article 11 - Leaves of Absence of this Agreement.

5. When any worker leaves the bargaining unit to accept a supervisory or other position with the Company outside the bargaining unit.

6. Any worker rehired after loss of seniority as provided above shall establish a new seniority date as provided in Section A above.

C. In layoff of workers for lack of work or at the end of the Company's operating season, the worker with the least seniority shall be laid off first, and in recall of workers from layoff, the workers with the highest seniority shall be recalled in their order of seniority, and the filling of vacancies, new jobs, promotions within the bargaining unit, demotions, shall be on the basis of seniority, provided however, the worker is able to do the work. In such cases, the supervisor will fully explain the job duties and requirements and give the worker a reasonable time to meet the job requirements.

D. Whenever a permanent vacancy occurs in an hourly rated job classification with a rate above the general field and harvesting rate, such vacancy shall be posted on the Company's bulletin board in the area of the vacancy. The posting shall be made at least five (5) days before the vacancy is
permanently filled. A copy of the posting will be made available to the Union Ranch Committee. Seniority workers desiring to apply for such positions shall sign the posting. Selection and training for those workers applying for the position shall be as set forth in Paragraph C above.

E. The Company, when anticipating the recall of seniority workers, shall notify the worker and the Union, not less than two (2) weeks prior to the estimated starting date of the work and the approximate duration thereof. The Company shall then notify the worker when to report for work, allowing reasonable time to report. All such notice of recall shall be a joint recall bearing the title of the Company and the Union. There shall be no recall by labor contractors. It is understood that the provisions of Article 3 - Hiring, Section B, apply to the recalled worker.

F. The Company shall notify the Union within five (5) working days of seniority workers laid off or recalled on a seasonal basis, in accordance with this article by giving the worker's name, social security number, seniority date, job or commodity classification and date of recall or lay off. Grievances relating to this paragraph shall be subject to the expedited grievance and arbitration procedure.

G. Beginning with the signing of this Agreement and each three (3) months thereafter, the Company shall provide the Union with an up-to-date seniority list showing the name of each worker, his seniority date, social security number and job or
commodity classification. The Company shall also post a seniority list in a conspicuous place for examination by the workers and the Union Ranch Committee. The Union may review the accuracy of the seniority list and present to the Company any errors it may find on such list. Grievances relating to this paragraph shall be subject to the expedited grievance and arbitration procedure.

H. Seniority shall not be applied so as to displace (bump) any worker of the Company within an established crew, commodity or area.

I. It is understood that the Company and the Union may agree in writing to make deviations from these seniority provisions regarding applications of seniority. In the event the Union and the Company have agreed to a local seniority provision different from Article 4 of the Contract signed herein, the Union and the Company agree to review and revise if agreed upon said local provision, only, one (1) year after the date of signing this Agreement, if either party so requests.

J. The attached supplement on seniority issues shall serve as the definitive guideline in the administration of seniority during the term of this Agreement.

ARTICLE 5: GRIEVANCE AND ARBITRATION

A. The parties to this Agreement agree that all disputes which arise between the Company and the Union out of the interpretation or application of this Agreement shall be
subject to the Grievance and Arbitration Procedure. The
parties further agree that the Grievance Procedure of this
Agreement shall be the exclusive remedy with respect to any
disputes arising under this Agreement, and no other remedies
shall be utilized by any person with respect to any dispute
involving this Agreement until the Grievance Procedure has been
exhausted. Any claim by the Union that on the job conduct by
any non-bargaining unit employee is disrupting working
relations may be treated as a grievance provided that such
grievance is specified in detail.

B. The Company agrees to cooperate to make Union stewards
available to workers wishing to submit a grievance and to make
the Grievance Committee of the Union available to perform their
functions under this Agreement.

C. Grievances dropped by either party prior to an
arbitration hearing shall be considered as withdrawn without
prejudice to either party's position on a similar matter in the
future.

D. **FIRST STEP**: Any grievance arising under this
Agreement shall be immediately taken up between the Company
supervisor involved and the Union steward. They shall use
their best efforts to resolve the grievance. In the event the
grievance is not immediately and satisfactorily resolved, the
grieving party shall reduce the grievance to writing and set
forth the nature of the grievance. 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 thirty (30) days of the discovery thereof. The failure of the grieving party to file a grievance within the time limits specified in this paragraph shall waive the grievance.

**STEP TWO:** Any grievance not resolved in the First Step shall be discussed in a meeting between the Grievance Committee and the Company representative delegated to resolve such matters not later than ten (10) calendar days of the filing of the grievance. If the grievance is not satisfactorily resolved in such meeting, the party receiving the grievance shall give a written response to the other regarding its position including reasons for denial within ten (10) work days from the close of the Step Two meeting. If the party receiving the grievance fails to respond within said ten (10) work days, such party shall be considered to have withdrawn its objection to the grievance and the grievance shall be granted in the grieving party's favor. A Union representative may fully participate in the grievance meeting.

**STEP THREE:** If the grieving party is not satisfied with the written response, it must file a written notice to the other party within sixty (60) calendar days of the receipt of such written response. Failure to file within said time period shall waive the grievance. If timely written notice of appeal is given, the matter shall be referred to arbitration. The
arbitrator shall consider and decide the grievance referred to him. In cases where more than one grievance is referred to arbitration in an area the arbitrator may hold consecutive hearings to expedite hearings. The arbitrator shall not have the authority or jurisdiction to modify, add to, or detract from, or alter any provision of this Agreement. Within that limitation among other things he shall have authority to award back pay for any loss of earnings from the Company including the right to revoke any form of discipline including discharge. He shall also have the authority to apply the Agreement and order compliance by all parties within 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 sessions.

The decision of the arbitrator shall be binding on the Company, the Union and the workers.

All expenses and salaries of the arbitrator shall be borne equally by the parties. Each party shall pay the cost of presenting its own case.

SELECTION OF THE ARBITRATOR: The parties will make a good faith effort to agree on a list of arbitrators for each of the areas listed below. In the event they are unable to agree, and not later than one week (unless there is mutual agreement to extend this time period) after the execution of this
Agreement and each six (6) months thereafter, if requested by either the Company or the Union, a panel of eleven (11) arbitrators shall be requested from either the American Arbitration Association or the Federal Mediation and Conciliation Service. One panel shall be requested for the Salinas area, one panel for the Ventura and Santa Barbara area, and one panel for the Imperial Valley. Upon the request of either party, additional lists of arbitrators shall be requested for other geographical areas.

After receipt of the lists, the parties shall meet to select arbitrators for each area. If the parties cannot agree upon the selection of arbitrators then they shall turn to the lists of arbitrators received under procedures of the above paragraph. The person to strike first shall be selected by a coin toss. That party shall strike the first name from each list. The name remaining after each party has struck five shall be the person designated as arbitrator for each area. However, every six (6) months, either party may request a new list of arbitrators for any area and require a new meeting as discussed in this paragraph to select a new arbitrator.

E. Expedited Grievance and Arbitration. 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 Company, and the workers.

It is recognized that there are times and there are certain issues that may arise, wherein it is to the best
interest of all concerned to have a resolution of the matter more quickly than provided in the above procedure.

Accordingly, it is agreed that grievances specified elsewhere in this Agreement as subject to the expedited Grievance and Arbitration Procedure 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 within two work days and the responding party will immediately provide its answer in writing, if denied, 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.

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

G. In the event that any dispute causes a work interruption of any kind, the parties agree to make an immediate joint effort to end such interruption which may include contacting the arbitrator. The arbitrator shall order an end to such interruption, personally, if possible, or by telephone, and shall immediately attempt to resolve the
dispute. This in no way alters the obligation or liability of either party under the Collective Bargaining Agreement.

**ARTICLE 6: NO STRIKE CLAUSE**

A. There shall be no strikes, slowdowns, boycotts, interruptions of work by the Union nor shall there be any lockout by the Company.

B. If any of said events occur the officers and representatives of the Union and/or Company, as the case may be, shall do everything within their power to end or avert such activity.

C. Workers covered by this Agreement shall not engage in any strike, slowdown or other interruption of work, which action is not approved by the Union.

**ARTICLE 7: RIGHT OF ACCESS TO COMPANY PROPERTY**

A. Duly authorized and designated representatives of the Union shall have right of access to Company premises in connection with 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.

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

C. The Union shall advise the Company of the names of its duly authorized and designated representatives.
ARTICLE 8: DISCIPLINE AND DISCHARGE

A. The first five (5) work days of employment for a new non-seniority employee shall be considered as a probationary period. The Company may discharge such a new employee during this five (5) day period for poor work performance or any other non-discriminatory reason and such employee shall not have recourse to the grievance and arbitration procedure in order to dispute the discharge.

B. The Company shall have the sole right to discipline and discharge workers for just cause, providing that in the exercise of this right it will not act in violation of the Agreement. No worker shall be disciplined or discharged except for just cause.

C. Prior to any discharge or suspension, the Company shall notify the steward or other Union official and such Union representative shall have the right to be present when formal charges are made, if they so desire. Provided, however, if a situation occurs in a remote area, wherein the Company deems it necessary to take action and no steward or Union representative is available, the Company may take action and must give written notice within the time limit in Paragraph D below.

D. The steward or other Union representative shall have the right to interview workers in private.

Within forty-eight (48) hours after any discharge or suspension for just cause the Union representative will be
notified in writing the reasons for such discharge or suspension.

E. Individual performance in relation to piece rate, or incentive plan, shall not be conclusive evidence for the purpose of disciplining or discharging a worker. This provision shall not, however, constitute any limitation on the Company's right to discharge or discipline for unsatisfactory work performance.

Discharge and other disciplinary actions are subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 9: DISCRIMINATION

In accord with the policies of the Company and the Union, it is agreed that 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 10: WORKER SECURITY

A. Company agrees that any worker may refuse to pass through any picket line of another Company and sanctioned by the Union.

B. No worker shall be required to perform work that normally would have been performed by workers of another company who are engaged in a strike sanctioned by the Union.
C. The provisions of this Article are not limitations in any way on the rights of the Company as set forth in Article 38, Grower-Shipper Contracts. The provisions of Article 14 F, Health & Safety, also apply.

ARTICLE 11: LEAVES OF ABSENCE

A. 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 must be given the Company 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.

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

1. Written notice shall be given by the Union to the Company at least two (2) days prior to commencement of any such leave;

2. Such leaves of absence shall only be granted to a maximum of ten percent (10%) of the workers in each harvesting and/or thin and hoe crew, and a maximum of ten percent (10%) of the workers in each other job classification.

3. This section shall only apply to Companies whose harvesting operations exceed (60) work-days in a calendar year;
4. This section shall not apply to operations during critical periods such as the first and last week of harvest, if it would harm operations.

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

1. For jury duty or witness duty when subpoenaed.

2. A worker who serves in the U.S. Military and notifies the Company and Union in writing prior to leaving for such service, and reports for work within thirty (30) days after being discharged from such service, shall not lose any seniority, job rights, or other benefits. Upon return from such service, such worker shall be granted a job equal to that he or she would have had with Company had he or she remained in Company's continued employ, provided, however, any renewal of enlistment beyond the original one will serve to break seniority unless such action violates the Selective Service Act.

3. Up to two (2) years of illness or injury requiring absence from the job. The Company may require substantiation by medical certificate or other adequate proof of illness.

4. Up to one (1) year for the purpose of further training or education; provided that the Company may require proof of enrollment in a training or education program. This paragraph is intended for the use of a worker to avail himself
of a training or education program and not for the use of a student to complete his secondary or college level education.

5. Up to one (1) year for maternal responsibilities including both the pre-natal and post-natal periods. The commencement of such a maternity leave will be at the discretion of the requesting worker, provided that the procedures in this Article for requesting a leave of absence are followed.

6. For valid personal reasons, not to exceed sixty (60) days.

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

D. All leaves of absence shall be in writing on approved leave of absence forms provided by the Company except in cases of emergencies. Such forms shall be signed by the Company representative, the worker requesting the leave, and the Union Steward or other Union representative, to signify receipt of the Union's copy. Leave of absence shall be extended by the Company for a valid personal reason, if a request for such an extension is made by the worker in writing to the Company with
a copy to the Union prior to the termination of the original leave, provided, however, that a request for an extension may be submitted simultaneously with the request for leave of absence for valid personal reasons, if the worker has special circumstances which require additional time.

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

ARTICLE 12: MAINTENANCE OF STANDARDS

Company agrees that all conditions of employment for workers relating to wages, hours of work, and general working conditions shall be maintained at no less than the highest standards in effect as of the date of this Agreement. Conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

The Union and the Company agree that during the negotiations which resulted in this Agreement they have fully negotiated and agreed to the terms of the Company's contributions to the RPK Farmworkers Medical Plan and the Juan De La Cruz Farmworkers Pension Plan, that said terms of contribution as set forth herein sets forth the Company's total obligation with respect to medical and pension plans and that therefore the obligations of Article 12 do not extend to any medical and pension plan maintained by the Company prior to this Agreement.
ARTICLE 13: SUPERVISORS

Supervisors and other employees not included in this bargaining unit shall not perform any work covered by this Agreement, except for instruction, training and emergencies. This paragraph shall not be used as a basis for the purpose of avoiding the recall of bargaining unit workers for work they would normally perform.

ARTICLE 14: HEALTH AND SAFETY

A. The Company and Union are interested in the health and safety of workers while working with the Company. It is understood and agreed that it is necessary in the sophisticated farming practices of today that certain agricultural chemicals must be used for the control of pests and growth of the product. Company recognizes that use of certain chemicals may be injurious to farm workers. The use of such chemicals injurious to farm workers must be such so as not to cause injury to workers. Therefore, the Company shall maintain in its area office(s) and shall have available to its supervisors the following information, and shall make such information available to the Union upon request:

1. Location of field treated with injurious materials;

2. Name of material used by brand name and chemical name and registration number;
3. Date and time material was applied and its formulation;
4. Amount of material applied and its formulation and concentration;
5. Method of application;
6. Applicator's name and address, if any; and,
7. Safe reentry date and time after application.

B. The Company will comply with all applicable laws relating to the health and safety of farm workers and will not use banned chemicals such as, but not limited to, DDT, DDD, DDE, Aldrin and Dieldrin.

C. When an agricultural chemical is to be applied, the Company shall advise the workers working in the immediate area prior to the application. Reentry into treated fields shall be in accordance with label requirements. Workers shall be advised of applicable reentry periods. No worker shall be required to reenter a field during the prohibited period, nor shall the worker refuse to reenter thereafter. Nothing in this paragraph shall infringe upon the right of a worker under Paragraph D and F below.

D. Any worker who is working in the immediate area where agricultural chemicals have been recently applied, and has reason to believe that his health has been adversely affected by any agricultural chemicals shall be immediately transported, at the worker's request, to the nearest medical facility for testing and treatment as determined by a doctor.
E. Upon the request of the Union, a Health and Safety Committee shall be formed, which shall consist of not more than three (3) members from the Union and three (3) members from the Company. The Committee shall meet at the request of either party at such times and places as are mutually acceptable. The Committee may discuss, exchange information and make recommendations to the Company and Union on health and safety issues which affect the workers. The Company shall make the final determination concerning any recommendation of the Committee.

F. No worker shall be required to work in any situation which would immediately endanger his health or safety.

G. In accordance with law, there shall be adequate toilet facilities, separate for men and for women in the field readily accessible to workers, that will be maintained in a clean and sanitary manner. Doors on portable toilets shall have latches. Handwashing facilities, soap and paper towels shall be provided. The Company and Union shall agree on designated location for toilet facilities for use by steady workers.

H. Each place where there is work being performed shall be provided with suitable, cool, potable drinking water convenient to workers. Water shall be provided in cool cans or equivalent containers. Individual paper drinking cups shall be provided. Ice and salt tablets shall be provided by the Company during the summer.
I. Tools and equipment and protective garments necessary to perform the work and/or to safeguard the health of or to prevent injuries to a worker's person shall be provided, maintained and paid for by the Company. Workers shall be responsible for returning all such equipment that was checked out to them, but shall not be responsible for breakage or normal wear and tear. Workers shall be charged actual cost for equipment that is not broken and not returned. Receipts for returned equipment shall be given to the worker by the Company.

J. Adequate first aid supplies shall be provided and kept in a clean and sanitary dust proof container. Each crew bus shall be equipped with a first aid kit. Each harvesting crew shall have access to a first aid kit. Each tractor driver who requests one shall be provided with a first aid kit.

K. When a worker who applies agricultural chemicals is on the Company payroll, one baseline cholinesterase test and other additional tests shall be taken on those workers so employed at Company's expense when organo phosphates are used and, if requested, results of said tests shall be given to an authorized Union representative.

L. Any worker who becomes sick during working hours and requests transportation to the nearest doctor's office or medical facility shall be provided with transportation.

M. All Company vehicles used by workers shall be maintained and operated in safe condition at all times. The Company shall provide a form for the reporting of necessary
equipment repairs. The Union steward shall submit one copy of the repair notification to the foreman and retain one copy. Any equipment that needs repairs, which is reported to the Company supervisor shall be repaired.

N. All crew buses shall be swept out daily.

O. All stitchers and haul trucks shall be equipped with backup warning devices and exhaust devices and protective cages installed so as to not cause injury to workers. All motorized equipment shall be attended to by the operator at all times when moving.

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

ARTICLE 15: MECHANIZATION

A. In the event the Company anticipates the introduction of mechanicial equipment new to the Company which will displace persons employed by the Company within the bargaining unit, the Company shall:

1. Give the Union at least six (6) months notice of the kind of equipment to be introduced, the operations on which it will be used, the approximate number of workers who will be displaced by the new equipment, and all other information which is necessary for the Union to negotiate intelligently and responsibly with respect to the introduction of the new equipment;
2. Give workers displaced by the introduction of the equipment first preference for jobs operating and working in connection with the new equipment in accordance with Article 4, Seniority;

3. Pay all training costs required for workers to learn to operate and work in connection with the new equipment, provided that the worker learns how to operate or work in connection with the new equipment competently within a reasonable period of time;

4. Make every effort to place workers displaced as a result of the introduction of the new equipment in other bargaining unit jobs with the Company, provided such workers are qualified and able to perform the work; and

5. Give workers who are terminated as a result of the introduction of the new equipment preference for rehire.

B. The Company shall, in addition to its obligations under Paragraph A, above, upon request, bargain with the Union with respect to the introduction of the new equipment. If the parties cannot agree on the introduction of such equipment at the end of the six (6) months period, the parties shall submit the dispute to arbitration in accordance with Article 5, Grievance and Arbitration Procedure. The arbitrator shall have the authority to decide all issues relating to displacement of workers as a result of the introduction of the new kind of equipment.
C. Nothing in this Article shall restrict the Company's right to change the crops it grows or markets, to change its farming practices, or to enter into arrangements under Article 38, Grower-Shipper contracts.

D. Experimentation with new equipment is not introduction as described in this Article; provided all workers needed are members of the bargaining unit and no seniority workers are displaced.

ARTICLE 16: MANAGEMENT RIGHTS

The Company retains all rights of management including the following, unless they are limited by some other provision of this Agreement: To decide the nature of equipment, machinery, methods or processes used: to introduce new equipment, machinery, methods or processes; and to change or discontinue existing equipment, machinery or processes; to determine the products to be produced, or the conduct of its business; to direct and supervise all of the employees, including the right to assign and transfer employees; to determine when overtime shall be worked and whether to require overtime.

ARTICLE 17: UNION LABEL

The parties recognize the value and importance of the Union label. The parties wish to insure that the public will not be defrauded by misuse of the Union label. Therefore, the parties agree as follows:
A. Company will make available to the designated Union representatives, at Union's request:

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

B. The Union label and Union seal are and shall remain the sole property of the Union. During the term of this Agreement, Company shall be entitled to the use of said label and seal. It is agreed that during the term of this Agreement each shipping package or container harvested and packed by Union members and shipped by Company shall bear the Union label or seal. In this regard Company 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 Company.

C. Security Clause. In the event of the Company's misuse of the Union label or seal on packages or units harvested and packaged by non-union workers, it is recognized the 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 Company and the Company 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.
D. Following of industry practice with respect to exchange of sizes, mixed cars, private labels or purchase of produce to fill out an order shall not be considered "misuse" of the Union label or seal or a violation of any provision of this Agreement.

ARTICLE 18: NEW OR CHANGED OPERATIONS

In the event a new or changed operation or new or changed classification is installed by the Company, the Company shall set the wage or piece rate in relation to the classifications and rates of pay in Appendix "A" and shall notify the Union before such rate is put into effect. Whether or not the Union has agreed to the proposed rate, the Company may put the rate into effect after such notice. In the event such rate cannot be agreed upon mutually between the Union and the Company, the same shall be submitted to the grievance procedure including arbitration for determination beginning at the Second Step. Any rate agreed upon or as determined by the arbitrator shall be effective from the installation of such new or changed operation.

ARTICLE 19: HOURS OF WORK AND OVERTIME

A. Daily Overtime

1. Tractor drivers and machine operators shall be paid one and one-half (1-1/2) times their regular rate of pay for all work performed after ten (10) hours in any one day.
Imperial Valley shall be paid one and one-quarter (1 1/4) times their regular rate of pay for all work performed on Sunday.

D. All overtime shall be performed on a voluntary basis and scheduled overtime shall be offered on the basis of highest seniority within the classification required to work overtime or on the basis of the established rotation systems for irrigators in the Imperial Valley. If there are no volunteers for the overtime work, the obligation to work the overtime shall fall to the highest seniority workers or to the workers next in line in the established rotation system.

E. To compute overtime on a piece-rate or incentive basis, the number of units subject to overtime shall be determined by averaging the units for the total hours worked by the worker that day. Overtime pay for loaders shall be equal to one and one-half (1-1/2) times his regular rate of pay for the same number of boxes for which the crew is paid overtime pay in accordance with this Article.

F. When a worker performs work at a higher rated job than his classification, he shall be paid at the higher rate. When a worker performs work at a lower rated job than his classification, he shall be paid at the rate of his classification.

G. When a worker is working as a trainee for qualification for a higher rated job, he shall be paid at his or her old classification rate of pay for a period not to exceed fifteen (15) work days. When a worker is training as an
...irrigator, he shall be paid at his or her old classification rate of pay for a period not to exceed five (5) shift assignments or fifteen (15) work days, whichever comes first.

E. Meal time breaks shall be one-half (1/2) hour and not compensated for nor counted as hours worked under the provisions of this Agreement, except where meal breaks are currently longer and/or compensated, they shall be continued. Company shall not use the meal time breaks for the purpose of moving the workers to another job site, or any other related work activity.

I. A night-shift premium shall be paid to tractor operators who work a majority of their shift between the hours of 6:00 p.m. and 6:00 a.m. at the rate of fifty cents ($.50) per hour for all hours worked.

J. Normal Hours

The following shall be considered the normal work schedule for each of the specified classifications of work. It is understood that these norms do not constitute a daily guarantee but define the normal hours of work when work is available and conditions permit. The number of workers employed to perform the job shall be directly related to the work demand. The number may vary due to conditions affecting the job to be performed; however, the Company shall make every effort to provide the normal work schedule as provided below. The Company shall not increase the size of the work force nor shall the Company schedule or assign work in such a way that available hours of work are reduced.

-35-
<table>
<thead>
<tr>
<th>Classification</th>
<th>Days</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Labor, Thin, and Hoe, Transplant, Hourly Harvest</td>
<td>Mon.-Fri.</td>
<td>Eight (8)</td>
</tr>
<tr>
<td></td>
<td>Sat.</td>
<td>Five (5)</td>
</tr>
<tr>
<td>Tractor Drivers</td>
<td>Mon.-Fri.</td>
<td>Ten (10)</td>
</tr>
<tr>
<td></td>
<td>Sat.</td>
<td>Eight (8)</td>
</tr>
<tr>
<td>Piece-Rate Classifications</td>
<td>Mon.-Fri.</td>
<td>Eight (8)</td>
</tr>
<tr>
<td></td>
<td>Sat.</td>
<td>Four (4), with past practice applicable for lettuce crews.</td>
</tr>
<tr>
<td>Irrigators</td>
<td>Mon.-Sun.</td>
<td>Past practice in each area.</td>
</tr>
</tbody>
</table>

**ARTICLE 20: REPORTING AND STANDBY TIME**

A. A worker who is required to report for work and does report and is furnished no work shall be paid at least four (4) hours at the worker's hourly rate of pay or the worker's average hourly piece rate earnings based on the preceding payroll period. If less than four (4) hours of work is provided, hourly workers shall be paid four (4) hours at their hourly rate of pay, and piece-rate workers shall be paid the piece-rate earned during the time worked and their average hourly piece-rate wage based on the preceding payroll period for the remaining time up to four (4) hours that day.

However, in the event that no work or less than four (4) hours of work are provided because of rain, frost, government condemnation of crop, or other causes beyond the control of the Company, Section A, Paragraph 1 of this Article
shall not apply; provided, however that the Company agrees to continue its past practice with respect to condemnation of fields.

B. Workers shall be informed before leaving work of the reporting time and place for the following day to the extent possible. The Company shall set the reporting time as close as possible to the estimated starting time, taking into consideration available weather reports for the following day. If a worker who reports at such specified time is asked to report back the same day at another time and no work is provided or less than four (4) hours of work is provided, the pay guarantee described in "A" above shall apply and the exception described therein shall not apply. Any call may be rescinded by notification to workers at least six (6) hours prior to the time scheduled for reporting to work.

C. Hourly workers shall be paid at their regular hourly rate of pay and piece-rate workers at the general labor rate for all time when the Company gives orders to standby at the pickup point or in the field prior to commencing work; provided, however, workers shall not be paid for the first half (1/2) hour when the Company gives order to standby in the field prior to commencing work due to frost. If work is delayed due to breakdown or delay in arrival of Company transportation, all workers shall be compensated at the general labor rate for the period so delayed.
E. Hourly workers shall be paid at the regular hourly rate for all time they are required to remain on the job.

E. Piece-rate workers shall be paid at their average hourly piece-rate wage based on the preceding payroll period for all standby time after work begins; provided, however, that piece-rate workers shall not be paid for the first fifteen (15) minutes when the Company gives orders to standby in the field after work has commenced due to rain. "Standby Time" for purposes of this paragraph refers to any time when the entire crew's work is interrupted or delayed because of machine breakdown, rain, etc., and orders are given by the Company to standby. Standby time for loaders shall begin forty-five (45) minutes after the crew is released for the day, and shall be paid for the time in which the loaders are required to wait for company equipment.

ARTICLE 21: REST PERIODS

Workers shall have paid rest periods of fifteen (15) minutes each, which insofar as practical, shall be in the middle of each continuous four (4) hour work period or major fraction thereof.

ARTICLE 22: VACATIONS

A. Vacations with pay shall be granted to eligible workers who qualify for such vacations. Each year workers shall be eligible for a vacation provided that they qualify as
specified in "B" below in the prior calendar year. Vacation pay shall be computed on the basis of the appropriate percent of the worker's gross earnings from the Company in the calendar year prior to the payment of the vacation benefit. Calendar year in this paragraph means January 1 through December 31.

B. A worker who has worked seven hundred (700) hours in the prior calendar year with the Company will qualify for an amount equal to two percent (2%) of his total gross earnings as vacation pay and one (1) week of vacation time off.

A worker who has worked seven hundred (700) hours in the prior calendar year, who has four (4) or more years seniority with the Company will qualify for an amount equal to four percent (4%) of his total gross earnings as vacation pay and two (2) weeks of vacation time off.

C. Workers may waive vacation periods but shall receive their vacation pay in addition to their earnings for such period. For workers who desire to waive their vacation period, vacation pay shall be deemed due and payable at any time such pay is requested after January 1st of each year, provided, however, that the vacation check will be prepared as quickly as possible, but in no event more than six (6) weeks after requested by the worker. Vacation pay shall be paid by separate check and regular deductions shall be made and reported.

D. Any worker who quits or is terminated shall receive his appropriate vacation benefit allowance in accordance with the above Paragraph "B".
E. If a worker's vacation period includes one of the holidays set forth in Article 24, his vacation period shall be extended to include such holiday, and holiday pay.

F. Vacation schedules shall be mutually agreed upon. If, in the judgment of the Company, 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.

ARTICLE 23: 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, father-in-law, grandfather, or grandmother), a worker will be paid what he would have earned had he been working for the Company, not to exceed three (3) days. However, in cases where the funeral requires travel of more than three hundred (300) miles one way, an additional one (1) day leave with pay shall be granted. The Company may require a death certificate or other evidence of death.

ARTICLE 24: HOLIDAYS

A. Commencing with the effective date of this Agreement, the following shall be paid holidays:

1. New Year's Day
2. February 10
3. Labor Day
4. Thanksgiving Day
5. Christmas Day

Effective in 1981, Independence Day (July 4th) shall be added as a paid holiday.

B. Holiday pay shall be the daily average pay earned during the payroll week immediately preceding the holiday.

C. To be eligible for a paid holiday not worked, a worker must work the scheduled workdays both immediately before and after the holiday. If the next scheduled workday after the holiday is more than five (5) calendar days after the holiday, the requirement for work on the scheduled work day after the holiday shall not apply.

D. Work on any holiday shall be paid at one and one-half (1 1/2) times the worker's regular rate in addition to holiday pay.

E. Holiday pay shall be issued to all workers as specified herein as soon as possible after the holiday, but in no event later than four (4) weeks after the end of the payroll period in which the worker qualifies for the holiday.

F. "Citizenship Participation Day" shall be designated as the first Sunday of June. All workers on "Citizenship Participation Day" shall receive holiday pay in accordance with Section A above.

Upon receipt of proper written authorization from the worker, the Company shall deduct from such workers wages the
pay received for Citizenship Participation Day and shall remit such sum to the Citizenship Participation Committee of the United Farm Workers, AFL-CIO, for allocation as designated by the worker.

In the event any worker works on "Citizenship Participation Day," the Company shall not deduct any pay due him or her for working on that day.

G. In the event that the Company files in bankruptcy or Chapter 11 proceedings, it will notify the Citizenship Participation Committee of such action and shall list the Citizenship Participation Committee as a separate creditor qualified as a priority claim pursuant to the Bankruptcy Act. Notification to the Union or any of the other Plans or Funds shall not constitute compliance with this Article.

ARTICLE 25: JURY DUTY AND WITNESS PAY

Workers who have worked at least five (5) days during the two (2) weeks preceding the week in which the following events occur shall receive the benefit of this section. A worker will be paid jury duty or witness pay for testifying in any legal proceeding not between the parties for any days of work missed due to the performance of such service. Jury duty or witness pay is defined as the difference between the fees received by such worker for performing such service and what he would have received had he been working for the Company for each day of service. To receive pay under this provision, the
worker must provide Company with a copy or notice summoning him to appear and if so requested, documentary evidence of the amount of fees received for performing such service.

**ARTICLE 26: TRAVEL ALLOWANCE**

A. When Company furnished transportation is available, workers using such transportation shall receive daily travel allowance based upon the following schedule from the place designated where the worker is told to report for the transportation and the job site:

- 40-64 road miles - 1/2 hour each way
- 65-89 road miles - 1 hour each way
- 90-119 road miles - 1-1/2 hours each way
- 120 and over - 2 hours each way

B. When Company furnished transportation is not available and workers furnish their own transportation, they shall receive daily travel allowance as provided above.

C. The travel allowance shall be paid at the worker's hourly or standby rate of pay. Any hours paid under this Article shall not be counted as hours worked for purposes of computing overtime hours, however, shall be counted as hours worked for all other purposes of this Agreement.

D. Travel allowance will be paid for the trip: Salinas to King City - 1/2 hour each way.

E. Buses will be kept clean, safe, comfortable and in good traveling condition. Buses will have an adequate place where workers can place their food and other items.
F. Workers should be transported as close to the work site as possible.

G. All workers shall be compensated for all time spent changing fields during the work day; hourly workers shall be paid at their regular rate of pay, and piece-rate workers at the general labor rate of pay.

ARTICLE 27: RECORDS AND PAY PERIODS

A. Company 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, hourly rates, hours worked, cumulative hours worked to date, wages earned, and cumulative wages earned to date each payday which shall include the worker piece rate production records. The daily record of piece rate production for crews paid on a crew basis shall be given to the appropriate steward, upon request.

B. Union shall have the right, upon reasonable notice given to the Company, to examine time sheets, discipline records, work production, or other records that pertain to workers' compensation.

ARTICLE 28: INCOME TAX WITHHOLDING

The Company 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 Company 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 29: CREDIT UNION WITHHOLDING

Upon proper written authorization from a worker to the Company, deductions as provided for in such authorization, shall be made by the Company for the Farm Workers Credit Union, and such money and reports shall be forwarded on a monthly basis to that organization at Post Office Box 62, Keene, CA 93531, or such other address as designated by the Administrator of the Credit Union.

ARTICLE 30: ROBERT F. KENNEDY FARMWORKERS MEDICAL PLAN

A. The Company shall, commencing March 1, 1981, contribute to the Robert F. Kennedy Farmworkers Medical Plan $0.36 per hour; and commencing July 15, 1981, contribute $0.38 per hour for each hour worked by each worker; provided, however, that the Company shall make a guaranteed eight (8) hour contribution per day for each piece-rate worker who completes his scheduled day of work.

B. In accordance with Article 33, the monies and a summary report shall be remitted to the Plan at such address as designated by the Administrator of the Plan.
C. In the event that the Company files in bankruptcy or Chapter 11 proceedings, it will notify the Plan of such action and shall list the Plan as a separate creditor qualified as a priority claim pursuant to the Bankruptcy Act. Notification to the Union or any of the other Plans or Funds shall not constitute compliance with this Article.

D. Union will provide the Company with the schedule of benefits provided for the workers at all locations. In or about July of each year, the Union shall provide the Company with copies of the following: (1) Actual Summary Plan description; (2) Annual Summary Report; (3) Notice of benefit changes. Furthermore, the Union will provide the Company with copies of all claims experience studies prepared for the Plan's trustees by its consultant, the Western Benefits Plan Consultants, Inc.

ARTICLE 31: JUAN DE LA CRUZ FARMWORKERS PENSION PLAN

A. The Company shall, commencing April 1, 1981 contribute $.19 per hour; and commencing July 15, 1981, contribute $.20 per hour for each hour worked by each worker to the Juan De La Cruz Farmworkers Pension Plan.

B. Contributions to be made by the Company 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 farmworkers 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 determination, Company 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.

C. In accordance with Article 33, the monies and a summary report shall be remitted to the Plan at such address as designated by the Administrator of the Plan.

D. In the event that the Company files in bankruptcy or Chapter 11 proceedings, it will notify the Plan of such action and will list the Plan as a separate creditor qualified as a priority claim pursuant to the Bankruptcy Act. Notification to the Union or any of the other Plans or Funds shall not constitute compliance with this Article.

E. In or about July of each year, Union will provide Company with the Summary Annual Report and Summary of Plan Benefits reflecting changes in the benefits as required by ERISA.

ARTICLE 32: MARTIN LUTHER KING JR. FARMWORKERS FUND

A. The Company shall, during the term of this Agreement, contribute to the Martin Luther King, Jr. Farmworkers Fund six cents ($.06) per hour for each hour worked by all workers covered by this Agreement, commencing April 1, 1981. 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 expended to the detriment of the Company. The Martin Luther King Jr. Farmworkers Fund shall obtain and maintain federal tax exemption and all contributions by the Company shall be deductible under the Internal Revenue Code.

B. In accordance with Article 33, the monies and a summary report shall be remitted to the Fund at such address as designated by the Administrator of the Fund.

C. In the event that the Company files in bankruptcy or Chapter 11 proceedings, it will notify the Martin Luther King Jr. Farmworkers Fund of such action and will list the Fund as a separate creditor qualified as a priority claim pursuant to the Bankruptcy Act. Notification to Union or any of the other Plans or Funds shall not constitute compliance with this Article.

ARTICLE 33: REPORTING ON PAYROLL DEDUCTIONS AND FRINGE BENEFITS

A. SUBMISSION OF DUES AND REPORTS TO UNION

Withheld dues are to be submitted weekly.

A payroll report is to be submitted monthly covering the four to five payroll periods falling within the reporting month. The report shall be mailed, on or before the 20th day of each month. The report shall include the workers' names, social security numbers, payroll periods covered, gross wages, total hours worked per worker, total number of workers, and
total amount of Union dues deducted during such pay periods from each reported worker. Complete mailing directions and information for such report will be supplied by the Union.

In the event Company has no workers in its employ during any monthly payroll period, Company shall submit to the Union, on forms to be provided by the Union, a statement to that effect. Said statements shall be mailed on or before the 20th day of the following calendar month.

Company understands and agrees that it shall be deemed delinquent with respect to the Union for any payroll month in which the dues are not submitted weekly and/or the monthly report, or the required statement that Company has no covered workers in its employ during such month, is not postmarked on or before the 20th day of the succeeding calendar month.

In the event Company decides to go out of business, merge, or consolidate with another entity, sell or transfer its assets to another entity, or otherwise make a decision which will result in its ceasing to deduct dues, Company shall, in addition to any other requirements set forth in this Agreement, notify the Union headquarters in writing at least sixty (60) days in advance of the last day on which it will be reporting to the Union, of such business decisions.

In the event that Company files in bankruptcy, or Chapter 11 proceedings, it will notify the Union of such action and shall list the Union as a separate creditor qualified as a priority claim pursuant to the Bankruptcy Act.
B. SUBMISSION OF REPORTS AND CONTRIBUTIONS TO FRINGE BENEFIT PLANS

All contributions due under this Agreement to the Robert P. Kennedy Farmworkers Medical Plan, the Juan de la Cruz Farmworkers Pension Fund and the Martin Luther King Jr. Farmworkers Fund shall be remitted monthly. The contributions due said Fringe Benefit Plans each month shall be computed on the preceding monthly payroll periods for every worker covered by this Agreement. The monthly contributions due each Plan, for the preceding payroll month, together with a monthly summary report, shall be mailed, on or before the 20th day of each month, to each Plan's depository bank at the lock box address designated by each Plan Administrator. Company acknowledges receipt of the designated lock box address for each Plan and agrees that all reports, contributions, statements, notices of other communications required or provided for under this Agreement, shall be sent to such designated addresses, unless Company is notified in writing, by the Administrator of any Plan, of a change in such designated address.

The monthly summary reports shall cover the preceding payroll month for which contributions are being remitted and shall include, for each worker being reported, name, social security number, total hours worked, total hours reportable to each plan if different than hours worked, total compensation paid and total contributions due each Plan. Said monthly
reports shall also show total number of workers reported, total compensation paid such workers, total hours worked by such workers, and total hours reportable to each plan if different than hours worked, as well as total contributions being remitted to each Plan. Where Company is required by this Agreement to report to any plan hours other than hours worked, and to contribute to such plan for such other hours, the monthly report shall separately state, for each worker being reported, the total hours worked and the total hours reportable to each such plan. Said reports shall be legible and, where feasible, shall list workers alphabetically, or in ascending social security number order.

In the event Company has no workers in its employ during any monthly payroll period, Company shall submit to each Plan, on forms to be provided by Plans, a statement to that effect. Said statements shall be mailed on or before the 20th day of the following calendar month.

Where the Union report specified in Subsection A above contains all of the information required under this Subsection B, a copy of that report, mailed to each of the Plans at the times and places specified herein, shall constitute compliance with the monthly report requirements to the Plans.

Company understands and agrees that it shall be deemed delinquent, with respect to the Plans, for any payroll month in which the required contributions and monthly reports, or the required statement that Company had no covered workers in its
employ during such month, is not postmarked on or before the 20th day of the succeeding calendar month.

In addition to the monthly summary reports specified above, Company shall also submit, on or before February 28th of each year, to the Juan de la Cruz Farmworkers Pension Plan, a report showing the total hours worked, in Connecting Noncovered Service, by each covered worker during the preceding calendar year. Said annual report shall show, for each worker who had one or more hours of Connecting Noncovered Service during the calendar year, such worker's name, social security number, and total hours of Connecting Noncovered Service for the year. "Connecting Noncovered Service" shall mean employment with the Company, which is not Covered Service under the Juan De La Cruz Farmworkers Pension Plan, but which immediately follows or precedes Covered Service with Company without an intervening quit, discharge or retirement, and which occurs while Company is obligated to contribute to the Pension Plan for workers in Covered Service.

Company shall not be entitled to any offsets, credits, refunds, deductions or other form of reimbursement in the event of an overpayment to any Plan except as herein provided. In the event Company discovers that it has made an overpayment to any Plan, due to a mistake of fact, Company shall promptly notify such Plan of the fact with specifics as to day or dates of the alleged overpayment(s), and the amount(s) involved. The Company shall submit, together with such notice of the fact
that it claims an overpayment was made, such amended monthly report or reports as may be required to correct the Plan's records. Provided Company so notifies Plan of each overpayment, due to a mistake of fact, within one (1) year of the date the overpayment was made, and provided such mistake of fact is demonstrated, Plan will either refund to Company the overpayment involved, or authorize Company to take an offset from current contributions due to recover its overpayment, as Plan shall specify or Company shall be entitled to pursue legal remedies for reimbursement; provided, however, that Plan shall be entitled to deduct, from any such authorized refund or offset, the data processing and computer costs incurred by Plan in correcting its records to reflect the adjusted data received from Company. Such data processing and computer costs incurred by any Plan as a result of Company's mistake of fact shall be deemed an additional obligation of the Company to Plan under this Agreement. Company shall not be entitled to any refund, credit, offset, deduction or other form of reimbursement for any overpayment which is not discovered and reported to Plan within one (1) year of the date on which it was made.

The foregoing notwithstanding, minor clerical error made in reporting and/or contributing to any Plan or Plans, which are discovered and properly reported (as hereinabove provided) to such Plan or Plans within thirty (30) days of the date on which any such error was made, shall not be subject to any data processing and/or computer costs and, where such error
or errors result in an overpayment to any Plan or Plans, such
overpayment may be corrected by means of an offset, in the
amount of such overpayment, to be taken on Company’s first
succeeding monthly report to said Plan or Plans.

In the event Company decides to go out of business,
merge, or consolidate with another entity, sell or transfer its
assets to another entity, or otherwise make a decision which
will result in its ceasing to contribute to any Plan for the
duration of this Agreement, Company shall, in addition to any
other requirements set forth in this Agreement, notify each of
the Plans, separately and in writing, at least sixty (60) days
in advance of the last day on which it will be reporting and
contributing to Plans, of such business decision.

C. PLACE OF PERFORMANCE

The place of performance for the Company’s obligations
with respect to the Robert F. Kennedy Farmworkers Medical Plan
and the Martin Luther King Jr. Farmworkers Fund shall be the
County of Los Angeles, California; and with respect to the Juan
de la Cruz Farmworkers Pension Plan, shall be the City and
County of San Francisco, California.

ARTICLE 34: CAMP HOUSING

A. Assignment of available camp housing shall be on a
Company-wide seniority basis. The Company agrees to maintain
records on housing assignments and make such records available
to the Union. There shall be no discrimination of assignments
because of a worker's race, age, creed, color, religion, sex, political belief, national origin, language spoken, or Union activity.

B. During the life of this Agreement, Company shall operate and maintain its camp housing in the same manner as before the execution of this Agreement. If the Company acquires additional housing, the rates to be charged shall be on a level not greater than current rates in the area for similar housing.

C. If any housing is condemned by any government authority, the Company shall not be required to furnish substitute housing. Nothing in this Article shall be construed as requiring the Company to supply or continue to supply housing for workers.

D. Camp boarding shall be operated on a non-profit basis. Camp housing shall be kept in a safe and clean condition.

ARTICLE 35: BULLETIN BOARDS

The Company will provide bulletin boards placed at such central locations as shall be mutually agreed, upon which the Union may post notices of Union business.

ARTICLE 36: FAMILY HOUSING

Company 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 is mutually agreed by Company and Union that they will cooperate to encourage direct governmental action at the federal, state, and county levels to plan, finance, and construct public housing in important agricultural locations.

ARTICLE 37: SUBCONTRACTING

The parties understand and agree that the hazards of agriculture are such that subcontracting may be necessary and proper. Subcontracting may be necessary in areas such as land leveling, custom land work, precision planting, agricultural chemicals and where specialized equipment not owned by the Company is required. It is also understood and agreed that the Company shall not subcontract to the detriment of the Union or bargaining unit workers.

The parties agree that in the application of this article, the following guidelines may be used:

A. 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 the work of a specialized nature.

B. Subcontracting is permissible under this Agreement where the Company does not have the equipment to do the work being subcontracted. When the Company does subcontract pursuant to the terms of this provision, any workers of the
subcontractor who actually operate or maintain the equipment shall not be covered by the terms of this Agreement. However, any workers 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.

C. The Company will notify the Union in advance of any subcontracting.

ARTICLE 38: GROWER-SHIPPER CONTRACTS

It is recognized by Company and Union that various types of legal entities are used by growers and shippers in the agricultural industry, including partnership, joint venture and other legal contractual arrangements, in the growing, packing, harvesting and selling of agricultural crops. Neither the Company nor the Union shall prevent the Company from entering into these legal arrangements by any of the provisions of this Agreement, nor will the Company subvert the Union by entering into these legal arrangements. In addition, and whenever it is possible for the Company to perform the work of weeding, thinning or hoeing, the Company will do so, it being the intent to provide jobs for bargaining unit workers.

In the event the Company enters into a partnership, joint venture, or other legal contractual relationship with a grower and/or shipper for the growing, packing, harvesting or selling of a crop, Union agrees not to interfere with or
prevent in any manner the growing, packing, harvesting or selling of any of the crops in which Company may have such an interest; provided such partnership, joint venture or other legal contractual relationship was entered into by Company prior to any economic action by Union against any other party to the partnership, joint venture, or other legal contractual relationship, and it is understood the filing of a petition under the Agricultural Labor Relations Act does not constitute interference under this paragraph.

The protections given by Union to Company under the provisions of this article shall not be operative for a period in excess of the crop year or twelve (12) months, whichever is less, or in the event there are economic or other sanctions by the Union against any party to the partnership, joint venture, or other legal contractual relationship at the time of entry thereof.

ARTICLE 39: LOCATION OF COMPANY OPERATIONS

The Company shall provide the Union, upon request, the exact locations of the Company's agricultural operation for use by Union representatives pursuant to Article 7 of this Agreement Right of Access.

ARTICLE 40: 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 41: SAVINGS CLAUSE

In the event any portion of this Agreement shall become ineffective as a 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 42: 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 43: DELINQUENCIES

A. Notwithstanding anything herein contained, the failure of Company to make the necessary payments as provided in Article 2 (Union Security), Article 30 (Robert F. Kennedy
Farmworkers Medical Plan), Article 31 (Juan de la Cruz Farmworkers Plan), Article 32 (Martin Luther King, Jr. Farmworkers Fund), and Paragraph F of Article 24 (Holidays), shall give the Union or the workers the right, after the Union has given five (5) days' written notice, excluding Saturday, Sunday, and Holidays, to the Company, to take any legal or economic action the Union sees fit against the Company to force compliance.

B. Whether or not such action is taken, the Company shall be liable to the workers for any and all benefits as set forth in Paragraph A above that the workers would have received if the Company had not been delinquent in making the payments.

ARTICLE 44: COST OF LIVING ALLOWANCE

A. Cost-of-Living Allowance shall apply to all workers herein covered under this Agreement.

The Cost-of-Living adjustments herein provided shall be based on the Consumer Price Index - United States City Average for Urban Wage Earners and Clerical Workers (1967 = 100), published by the Bureau of Labor Statistics hereinafter referred to as the CPI.

B. In the event that the CPI in May 1980, shall exceed an increase of five percent (5%) over the CPI in May 1979, a Cost-of-Living allowance of one cent (.01) per hour shall be paid for each six-tenths (.6) of a point increment in the CPI over and above the five percent (5%) increase in the CPI. Any
adjustment due under the above formula shall be effective July 15, 1980.

C. In the event that the CPI in May 1981 shall exceed an increase of five percent (5%) over the CPI in May, 1980, a Cost-of-Living allowance of one cent (.01) per hour shall be paid for each six-tenths (.6) of a point increment in the CPI over and above the five percent (5%) increase in the CPI. Any adjustment due under the above formula shall be effective July 15, 1981.

D. Such cost-of-living adjustments shall be added into the current rate of pay paid for all hours, wages, and related benefits for which workers receive pay from the Company, such as overtime, vacations, and holidays. The amount of the adjustment shall be paid in addition to wages earned, and to the extent which computer capabilities permit such adjustment shall be shown on the worker's check stub, i.e.,

WAGES-----COLA---- TOTAL.

E. The cost-of-living allowances are dependent upon the availability of the Bureau of Labor Statistic's CPI in its present form and calculated on the same basis as the CPI. In the event the Bureau of Labor Statistics changes the form or the basis of calculating the CPI, the Company and the Union agree to request the Bureau to make available, for the life of this Agreement, a CPI in its present form and calculated on the basis of the Index for May 1979.
F. The maximum amount of increase due under any of the annual adjustments provided for in this section shall not exceed twenty-five cents ($ .25) per hour.

ARTICLE 45: UNION REPRESENTATIVE

A. It is mutually agreed that the prompt adjustment of grievances and the proper administration of the contract is desirable in the interests of sound relations between the workers and the Company. The prompt and fair disposition of grievances and the proper administration of the contract involves important and equal obligations and responsibilities of each party to protect and preserve the grievance procedure and the contract as an orderly means of resolving legitimate grievances and other problems between the parties.

To carry out these goals and for the purpose of operating under this Agreement, the workers shall be entitled to a representative on Company time in accordance with the following provisions.

B. The Union shall designate a full-time Union representative who shall be recognized by the Company as the official representative of the Union, and who shall be compensated by the Company while performing his or her duties pursuant to this Agreement. The Union representative shall so conduct his or her affairs so that no overtime work shall be performed; grievance meetings are to be normally held after working hours.
C. The Union shall be entitled to a Union representative as follows:

0-20 Workers: No Union Representative
21-50 Workers: One half-time Union Representative
51 or more Workers: One full-time Union Representative

D. The Union representative provided for in this Article shall have been in the regular employ of the Company, or on an approved leave of absence, for at least one (1) year immediately preceding his or her designation to such position, unless a worker of at least one year's service is not available.

E. The Union representative shall have the authority to adjust grievances on the Union's behalf and to administer the contract. The Union representative shall not have authority to represent or speak for the Company on any matter. The Union representative shall not be paid for the time spent in arbitration proceedings.

F. The Union shall designate an alternate among workers who shall act in the place of the regular Union representative if he or she is unable to perform his or her duties. The Union will furnish the Company with the name of the Union representative and his or her alternate.

G. The Union representative shall be deemed to be an active worker of the Company for the purpose of applying all benefit programs provided for under this Agreement, and it is agreed that such worker shall be covered by all other terms of this Agreement.
H. The Company shall not interfere with or hinder any Union representative in the performance of his or her duties. The Union representative shall not unnecessarily interfere with the Company's operation or the direction of the work force by the supervisors.

ARTICLE 46: INJURY ON THE JOB

Whenever a worker is injured on the job and is unable to work for ten (10) consecutive workdays as a result of such injury, the Company agrees to compensate loss of time up to three (3) full day's wages or average earnings for days and hours of disability not covered by Workmen's Compensation; provided, however, a worker who is injured on the job shall be compensated for what he would have earned for the balance of the day of the injury.

ARTICLE 47: DURATION OF AGREEMENT

This Agreement shall be in full force and effect from April 1, 1981 to and including August 31, 1982. 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.
This Agreement, Supplemental Agreements, and Settlement Agreement are executed this 4 day of April 1981.

UNITED FARM WORKERS OF AMERICA, AFL-CIO

By: ________________________________

Manuel Montalvo
Juan Horatius
Jesus Lister
Juan C. Gutierrez

______________________________

Sonia Jimenez
Juan Raul Rivero
Antonio Del Real
Lucia A. Arico
Leopoldo Martinez
Leticia Berlaco

______________________________

CALIFORNIA COASTAL FARMS, INC.

By: ________________________________

______________________________

UNITED FARM WORKERS (Continued)

______________________________

Ludmila Martinez
Raimundo Pelayo
Ann Smith

______________________________
## APPENDIX "A" WAGES

<table>
<thead>
<tr>
<th>Job Classification</th>
<th>Date of Signing</th>
<th>July 15, 1981</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Heavy Equipment Operator/Mover (1)</strong></td>
<td>6.57</td>
<td>6.87</td>
</tr>
<tr>
<td>Lister</td>
<td>6.47 plus .50 per hour</td>
<td>6.77 plus .50 per hour</td>
</tr>
<tr>
<td>Fertilizer &amp; Side Dress Applicator</td>
<td>6.47 plus .25 per hour</td>
<td>6.77 plus .25 per hour</td>
</tr>
<tr>
<td>Apprentice Fertilizer &amp; Side Dress Applicator (2)</td>
<td>6.47 plus .10 per hour</td>
<td>6.77 plus .10 per hour</td>
</tr>
<tr>
<td>Tractor Driver &quot;A&quot;</td>
<td>6.47</td>
<td>6.77</td>
</tr>
<tr>
<td>Tractor Driver &quot;B&quot;</td>
<td>6.35</td>
<td>6.60</td>
</tr>
<tr>
<td>Water Truck Driver</td>
<td>6.35</td>
<td>6.60</td>
</tr>
<tr>
<td><strong>Alfalfa: Swath &amp; Rake</strong></td>
<td>6.35</td>
<td>6.60</td>
</tr>
<tr>
<td>Bale Maker</td>
<td>.065/bale .0675/bale</td>
<td></td>
</tr>
<tr>
<td>Bale Loader</td>
<td>.065/bale .0655/bale</td>
<td></td>
</tr>
<tr>
<td>Irrigation Subforeman</td>
<td>5.70</td>
<td>6.00</td>
</tr>
<tr>
<td>Irrigator</td>
<td>5.50</td>
<td>5.80</td>
</tr>
<tr>
<td><strong>General Field &amp; Harvesting</strong></td>
<td>5.40</td>
<td>5.70</td>
</tr>
<tr>
<td>Thin &amp; Hoe</td>
<td>5.40</td>
<td>5.70</td>
</tr>
<tr>
<td><strong>Ag Chemical Applicator</strong></td>
<td>6.47 plus .25 per hour</td>
<td>6.77 plus .25 per hour</td>
</tr>
</tbody>
</table>
Lettuce Ground Crews:

(A) Trio System (packing on ground)
- 24's: .79 - .82
- 30's: .86 - .89

(B) Quintetta System (packing on hump)
- 24's: .92 - .9568
- Piece rate Division
  - Cutter/Packer: .71 - .7384
  - Closer: .1025 - .1066
  - Loader: .1075 - .1118
- 30's: .99 - 1.0296

Waterboy (3)
- 5.50 - 5.80

1. The Heavy Equipment Operator/Mover shall be paid this rate for all time spent doing this work as outlined in the job description.

2. The Fertilizer and Sidedress Applicator's Apprentice Period shall be 60 calendar days.

3. The Waterboy shall receive two extra hours pay for each day worked.

The second year rates are to be effective at the beginning of the First Payroll Period falling on or after July 15, 1981.

*The twenty-five cent (25¢) per hour cost-of-living allowance provided for in Article 44 shall be paid in addition to the rates listed.
JOB DESCRIPTIONS

HEAVY EQUIPMENT OPERATOR - MOVER

Includes operation of motor graders, bulldozers, backhoes, carryalls, and similar heavy earth moving equipment when such machines are used in building or restructuring fields, including such activities as pond/and or swamp drainage areas, or dike and levee building.

TRACTOR OPERATOR "A"

Precision planting, precision application of agricultural chemicals, precision boarder driving, motor grading in building roads and building ditches, listing and operation of D-5 or larger-sized caterpillars. An employee so classified shall receive the rate of the classification for all time worked, including time, if any, in a classification carrying a lesser rate of pay. Operator may be required to make minor equipment adjustments and routine maintenance on equipment. Special wage rates for listing and applying fertilizer and side dress in the Company's Salinas Valley operation are set forth in Appendix "A" of this Agreement.

TRACTOR OPERATOR "B" AND MISCELLANEOUS EQUIPMENT OPERATOR

Includes all other tractor operations and equipment operators except for those activities listed in classification Tractor Operator "A" or other tractor driver classifications. When an employee is required to perform any task covered by a higher rated job, except for minor equipment adjustments and routine maintenance, during the course of a workday, he shall be paid at the rate of the higher-rated job, for the time worked on such job on such day.

WATER TRUCK DRIVER

Classification covers driving of truck equipped with a permanently mounted water tank; driver as directed, will water dirt roads on the ranch; and may entail driving on public highways. Operator may make minor adjustments. Operator required to have a state driver's license.

IRRIGATION SUBFORMAN (LEADMAN)

Works as leadman with irrigation crew. Assigns specific tasks to workers and assists in training new workers. May drive Company pickup truck in pulling pipe trailers. When requested, he records workers' time. Performs manual work normally performed by irrigation workers. May be required to substitute for supervising foreman when he is not available.
IRRIGATION SUBFOREMAN (LEADMAN) CONTINUED

Reports to supervising foreman for hiring, firing, and discipline.

IRRIGATOR

Installs, moves and services the appropriate irrigation systems for the distribution of water to the farming operations as directed by the Company.

GENERAL FIELD AND HARVESTING WORKERS

The classification covers general field harvesting, and miscellaneous duties not otherwise covered by other wage classifications or new changed operations that may be subject to Article 18, "New or Changed Operations."

THIN AND HOE

Using the appropriate equipment and method, workers will remove excess plant growth in accordance with the instructions of the Company. Company shall not required the use of the short-handed hoe.

LETTUCE HARVEST-NAKED PACK

CUTTERS AND PACKERS: Includes cutting lettuce, trimming same, and placing heads into cartons previously built up. Rates applicable for packing on the ground with two cutters and one packer and for packing on a hump with three cutters and two packers are set forth in Appendix "A" of this Agreement.

CLOSERS: Apply clamp, fold flaps, and secure flaps by stapling and gluing.

LOADERS: Place closed cartons on appropriate vehicle. Windrowing is subject to agreement between the Company and Union. Transfer empty cartons from hauler to stitcher.

WATERBOYS: Spray or brush water on lettuce before packed carton is closed. Includes minimum housecleaning of bus and field, and helping in serving of food.
SUPPLEMENTAL AGREEMENT NO. 1

This SUPPLEMENTAL AGREEMENT is a part of the AGREEMENT between the parties and shall prevail wherever it is in conflict with this AGREEMENT.

I. GENERAL WORK RULES

The following general work rules shall apply to all workers:

A. Each worker shall provide the Company with a current address. The worker will also supply the Company with a telephone number if he or she has one.

B. Safety rules must be observed at all times.

C. Each worker shall remain on the job to complete his or her scheduled day's work except in case of emergency.

D. Each worker shall be responsible for bringing the equipment furnished by the Company to the work site.

E. When Company housing is provided, occupancy shall be limited to the worker's spouse and children unless the written consent of the Company is obtained. Such consent shall not be withheld arbitrarily. In accordance with past practice, the worker(s) shall be responsible for the actions of all occupants and invitees of the worker(s) that result in damage to Company property.

F. Whenever possible, workers shall notify the Company prior to the time their work is set to begin if they are going to be unable to get to work on schedule, or when they are unable to get to work after being recalled.
G. Whenever possible, workers shall give the Company at least forty-eight (48) hours notification when the worker will not be at work due to a scheduled appointment.

H. A worker who arrives more than thirty (30) minutes after work begins shall not be employed until the next scheduled work day, unless satisfactory reason is given. A warning notice may be given for tardiness and habitual tardiness may be grounds for discipline or discharge.

I. The Company shall notify each worker in writing of the approximate date of his or her recall to work from lay off, and thereafter, the worker shall be primarily responsible for obtaining the exact starting date, time and location by contacting the Company office, the Union office, or checking the Company's bulletin board at the camp.

J. The worker shall park his private car at the job site in accordance with the instructions of the Company's supervisors and shall do so in a manner that will not result in damage to the crop or interfere with the operation of the Company, such as the blocking of roadways. A worker will be required to move his private vehicle when necessary.

K. Whenever two or more persons are assigned to a job, the work shall be shared evenly between the workers.

L. The Union and the Company strongly disapprove and do not condone the consumption of drugs or alcoholic beverages during working hours or on Company premises.
II. SUPERVISORS DOING BARGAINING UNIT WORK

In accordance with the Company's past practices, supervisors shall have the right to do the following work:

1. Move and place equipment;
2. Set and adjust tools for farming operations;
3. Assist in servicing of equipment;
4. Move booster engines and sprinkler trailers;
5. Start booster engines;
6. Start and regulate turbine pumps;
7. Assist in laying out and connecting surface pipes;
8. Assist in digging out leaks;
9. Assist in servicing of irrigation equipment.

While foremen and supervisors are authorized to do the above-mentioned work, they are not to be required to do that work. All of these duties may be totally or partially delegated to other workers. It is not the intent of this section to eliminate bargaining unit work normally done by workers, rather, it is intended to outline the Company's past practices.

III. HEALTH & SAFETY

A. The Company shall continue its past practices with respect to the provision of tools and equipment, which include,
but are not limited to, the following:

1. The Company shall provide, when requested, gloves for the closers and loaders, and knives for the cutters in the lettuce harvest operation. The Company will make available at the beginning of each season, sample sizes of overshoes for the ground crews. For the first week after such availability, the Company will accept requests to supply workers with overshoes at the worker's expense at the same cost as the Company incurs. Such costs shall be deducted from the worker's paycheck.

2. The Company will continue to provide boots and rain gear to the irrigators when necessary.

B. Exhaust pipes and mufflers on the haul trucks shall be modified so that the exhaust does not harm workers and cage type shields shall be installed around mufflers. The Company shall have back up warning devices installed on the haul trucks and all produce machines.

C. The Company believes that there have been occasions in the past when workers have left work asserting unsafe working conditions even though, in the opinion of the Company, it was not a danger to either the health or the safety of the worker, but was a pretext to abandon work for other reasons. In order to avoid the potential for abuse, the parties agree that it is the purpose of Article 14, Paragraph F, to protect a worker's legitimate good faith refusal to work in unsafe conditions.
IV. QUALITY AND WORKMANSHIP IN THE FIELD PACK

A. The Union and the Company agree that the quality of the field packed produce harvested and shipped by California Coastal Farms, Inc., is of paramount importance to the well-being of the Company and the Union. The reputation of California Coastal Farms as a grower-shipper is dependent upon the quality of its vegetable products and the reputation of the United Farm Workers Union is dependent on the quality of workmanship of its members.

B. The Union reaffirms its pledge to do everything in its power to encourage high quality workmanship standards on the part of its members and to enlist their cooperation with the Company quality control programs. The Company reaffirms its pledge to develop consistent workmanship standards for a high quality pack and communicate those standards to all harvesting supervisory groups and all harvesting workers.

C. California Coastal Farms customers judge each carton of lettuce by its opening appearance and quality. They look for each of the following as evidence of good workmanship:

1. Alignment of heads;
2. Uniformity of size;
3. Trim appearance (an entire load may be rejected if they observe close trim);
4. Firmness (they reject soft heads);
5. Absence of mechanical damage;
6. Absence of visible defects such as decay;
7. Careful handling of cartons;
8. Lettuce butts facing straight up, vertically and horizontally on top layer.

Crews agree to work at speeds that will assure that only saleable heads of lettuce, as determined by the Company, will be cut and packed. Each crew member will pay particular attention to the critical points noted above.

D. Workmanship will be the same for all labels whether premium or volume labels. The opening appearance will be the same. The only difference is the quality of the lettuce itself. The workers and the Company want to have the best quality products and the best pack in the industry. The Company wants to be second to none. It is understood that in order to achieve this goal it will be necessary for lettuce to be harvested at the proper time and packed with the proper label. Both the workers and the Company agree that this will require cutting lettuce of the necessary quality. It is understood that discussions of problems and grievances will be scheduled separately and not related to discussions of quality. The workers will have pride in their workmanship so that superior quality and pack will be synonymous with the products packed by California Coastal Farms workers.
V. TRACTOR WORK -- GENERAL

A. In accordance with the Company’s past practices, the following general rules shall be applicable to all classes of tractor drivers, crawler operators, and other equipment operators, hereinafter referred to as "tractor drivers":

1. All tractor drivers shall be responsible for the daily inspection of oils, batteries, water, fuel, grease, on the equipment which he is operating and for the inspection of such equipment for any necessary repairs. They shall be responsible for performing any servicing, including minor repairs on such equipment; keeping the equipment reasonably clean; and informing the supervisors of other repair work needed.

2. All tractor drivers may be required to assist in making necessary repairs.

3. All tractor drivers must operate all equipment in accordance with the supervisors' instructions.

4. Operators shall take all reasonable steps to inform the Company of equipment breakdowns or other work-related problems.

5. Supervisors may assign the equipment each day, and all tractor drivers, regardless of classification, may be assigned to heavy equipment; provided however, that the
supervisors shall not act arbitrarily in making such assignments.

6. Operators shall remove rocks and other litter from the fields to facilitate cultivation, planting, and tillage.

7. Operators shall be responsible for their own transportation to the worksite or area designated by the supervisor.

8. The Company shall continue to pay the one-half (1/2) hour lunch break. Unless prior arrangements have been made with the foreman, such lunches are to be consumed in the area of work and the time is not to exceed one-half (1/2) hour. It is agreed that Article 19, Hours of Work and Overtime, shall apply with respect to mealtime breaks not being counted as hours worked under the provisions of this Agreement.

9. The Company will make every effort not to require tractor drivers to work outside their own seniority area.

10. The Company, in accordance with their past practice, will pay travel allowance as follows:

a. 1/2 hour each way from Gonzales to King City;

b. 1/4 hour each way from Gonzales to Salinas.

If possible, the Company shall advise the workers of the next day's assignment.
11. Operators shall drive equipment in a manner so as to avoid damage to standpipes, valves, poles, vehicles and other equipment in and around fields and shall report any damage to supervisors.

12. Operators may be required to do general ranch work such as cleaning shops or shop areas, spraying or hoeing weeds, and loading or unloading supplies.

13. All equipment shall be operated at the proper speeds and under the proper conditions.

14. The Company shall continue its past practice in the event of a breakdown of equipment affecting a tractor driver during his normal work hours.

VI. TRACTOR DRIVERS — CLASS "A"

A. In accordance with the Company's past practices, the following is an outline of the requirements for Class "A" tractor driver work:

1. Operators must be able to operate all types of Company tractors (crawler and wheel type) properly and safely.

2. Operators must be able to measure accurately and apply chemicals, fertilizers, and properly record amounts used, in accordance with the supervisors' instructions.

3. Operators must be able to maintain correct seed level, check planter for correct operation as to depth of seed, spacing, and rate of seed planted per acre.
4. Operators must be able to clean the planter between uses to avoid mixing of varieties and report to supervisors the amounts and varieties of seeds used in accordance with the supervisors' instructions.

5. Operators must stay on a correct pattern so as to avoid skips and double plantings.

6. In accordance with the supervisors' instructions, operators must be able to calibrate equipment and control amounts of materials applied. Operators shall be responsible for correct placement of material throughout the field.

7. Operators must be able to maintain and operate safely precision equipment.

8. Operators must be able to operate correctly a transplanting machine.

9. Operators may be required to transport equipment on a road or highway from one location to another. If so, the operator shall be required to possess the proper driver's license.

10. Operators must be able to set up tools and implements necessary to carry out Class "A" work.

VII. TRACTOR DRIVERS -- CLASS "B"

A. In accordance with the Company's past practices, the following is an outline of the requirements for Class "B" tractor driver work:
1. Operators must be able to set up and adjust all equipment necessary in regards to:

   a. Tillage (discs, plows, chisels, sub-soilers, floats, land planes, etc.);

   b. Preplant (discs, floats, mulching equipment, bed-shapers, lillistons, etc.);

   c. Post Emergence Operation (crust breaker, running bottoms, flat roller, cultivators, spikes, furrow-out equipment, hilling equipment, etc.);

   d. After Harvest (cultipacker, rotary chopper, etc.).

2. Operators will make field adjustments to keep tools free of weeds, dirt and other objects that interfere with the correct operation of any implements.

3. In bed-shaping, the operators must maintain the correct bed height as a supervisor instructs.

4. In mulching, tines must be kept clear of trash, clods, etc. Tines shall be replaced as they become broken or worn.

VIII. **IRRIGATION -- GENERAL**

   A. In accordance with the Company's past practices, the following general work requirements shall be applicable to all irrigators:
1. When not needed in irrigation, irrigators may be assigned to other general ranch work including hoeing, burning, cutting, spraying weeds, general clean up, minor ditch repair, minor pipe and equipment maintenance and repair.

2. Pump out and bail out ditches, lines and furrows whenever water needs to be removed from the ranch.

3. Dig out leaks on underground irrigation or drainage system.

4. Prepare banks and borders for irrigation.

5. Load and unload pipe and equipment.

6. Irrigators shall not be required to move district canal gates.

7. When spraying weeds and ditch banks, mix chemicals as prescribed and directed and maintain, clean and service the sprayer.

8. Control water so as to avoid waste and flooding.

9. Carry weeds out of fields when water is not running at field location, or before water has arrived at field location.

10. Irrigators may be used as sprinkler layers, loaders, in areas requiring the pumping of ditches, spraying weeds, painting stand pipes, repairing pipe, cleaning around pumps and fields, at the direction of the supervisor.
IX. IRRIGATION -- SALINAS AREA

A. In accordance with the Company's past practices, the following is a job description for irrigators working in the Salinas area:

   1. Furrow irrigators shall set up pumps, valves, pipes, siphons, and so forth, used in surface irrigation, and shall control water to see that it runs evenly in furrows.

   2. Sprinkler irrigators shall set pumps and mainline, carry in and set up lateral lines, move lateral lines as scheduled and carry out lines when job is finished.

B. The worker shall shut off the pump if directed to do so. This work is occasionally done by supervisors.

X. IRRIGATION -- SUBFOREMAN

A. In accordance with the Company's past practices, the job description for irrigation subforeman shall include the following:

   1. The irrigation subforeman shall be designated by supervisors based on seniority and the capability of the worker.

   2. The subforeman may be required at times to transport workers from area to area with Company vehicle.

   3. The subforeman may be required to move sprinkler pumps and other equipment from area to area.

   4. The subforeman must keep his assigned vehicle clean and free from loose equipment in the compartment used for transporting the workers.
XI. IRRIGATION -- IMPERIAL VALLEY

A. In accordance with the Company's past practices, the job description for irrigators working in the Imperial Valley shall include the following:

1. Flat Irrigation: Make water changes to avoid excess ponding or spillage. Check borders and repair as necessary to help run water evenly. Set gates properly for even pressure and water distribution. Watch for gopher holes along drains, canals, and other fields to avoid washouts and floodings. Do not leave job site until water is shut off and canals drained. Keep drains plugged or open as necessary. Decisions regarding weather conditions shall be made by the supervisors who will make any necessary changes in schedule caused by weather conditions. Since canal water is ordered in advance and must be accepted when received regardless of the weather conditions, workers must remain on the work site until the water supply is shut off.

2. Furrow Irrigation: Irrigators may be used to load or unload surface pipe. Keep pipes clean and tarpons set correctly. Keep water running in rows evenly. Keep drains open or closed as necessary. Workers should not leave work site until water is shut off and canals drained. Irrigators may be used as sprinkler layers, loaders, to load and unload pipe, repair pipe, spray weeds, and clean around the fields.
3. Sprinkler Workers: Workers will be expected to work in wet fields, handle all equipment such as pumps, pipes and pipe trailers in a correct manner so as to avoid damage. Keep filter and screen clean at all times. Keep pump pressure at pounds desired by supervisor. When two people are on the job, one person shall be near the pump at all times. Pumps shall be run in the precise manner as instructed. Trailer pullers shall be responsible for the safe operation of pulling equipment and servicing the same. Trailer pullers are directly responsible to the supervisors and shall not take direction from the crew. All workers and sprinkler crews may be directed by the supervisor to perform other irrigation duties, including main line repair and cleaning nozzles.

4. The Company shall continue to pay time and one-quarter (1-1/4) for all twenty-four (24) hour shifts worked on Sunday.

XII. IRRIGATION -- LUNCH BREAKS

1. The Company shall continue to pay the one-half (1/2) hour lunch break. Unless prior arrangements are made with the foreman, such lunches are to be consumed in the area of work and the time not to exceed one-half (1/2) hour.

2. It is agreed that Article 19, Hours of Work and Overtime shall apply with respect to meal time breaks not being counted as hours worked under the provisions of this Agreement.
XIII. IRRIGATION -- TRANSPORTATION AND TRAVEL ALLOWANCE

1. The Company will make every effort not to require irrigators to work outside their own seniority area.

2. The Company, in accordance with past practice, will pay travel allowances as follows:
   a. 1/2 hour each way Gonzales to King City;
   b. 1/4 hour each way Gonzales to Salinas.

If possible, the Company shall advise the workers of the next day's assignment.

XIV. THINNING AND WEEDING

A. Thinning and weeding crews should adhere to the following:

1. Thin to spacing desired by supervisor.

2. Do their best to hoe away all half cuts.

3. Watch carefully for all doubles.

4. Thin in a manner not to disturb plant that is to be left.

5. In hoeing, try to eliminate all weeds possible.

6. Avoid any damage to plants that are left.

7. Avoid thinning or hoeing in a manner which causes large amounts of dirt to get on lettuce.

8. When walking on beds, avoid stepping on plants.

9. Do not litter in the fields.
10. Crews should work at a pace to do the job correctly.

11. Crews will hoe weeds on the banks and areas adjacent to the fields.

12. Crews may be split to work weedy areas separately.

13. Row assignments may be made by supervisors.

14. The file person, bus cleaner, and backup person shall be assigned by the foreman.

B. In accordance with past practice, the Company will pay travel time as follows:
   a. 1/2 hour each way Gonzales to King City;
   b. 1/4 hour each way Gonzales to Salinas.

XV. TRANSPORTATION — GENERAL

A. The pickup point in Calexico for lettuce harvesting crews and thin and hoe crews shall be at a location reasonably close to the border where there is adequate parking space available for workers' vehicles. If the Company is unable to secure such a location, the pickup point shall be in the "hole" on W. Second Street. The Company contemplates at this time that the ball park on Railroad Avenue in Calexico provides an adequate pickup point as described herein.

B. There shall be no travel pay or transportation provided to lettuce harvesting crews for the travel from the Imperial Valley to Blythe.
C. The Company shall provide transportation to ground crew loaders which meets the following requirements:

1. Has comfortable seats with back support and safety belts for each loader;
2. Is kept clean;
3. Is not used for transporting equipment and tools in the passenger area;
4. Carries only the number of passengers for which the vehicle is designed; and
5. The Company will have passenger section inspected for safety. Requirements for alterations shall be requested.

The Company shall have its present vehicles inspected by the DMV and/or CHP for purpose of ascertaining the improvements which would have to be made to fulfill item 5 above and shall take the steps necessary to advise the Union of the results of this inspection. If the Company decides that it does not wish to improve the vehicles presently used to transport loaders to meet the above requirements, the Company shall provide a different form of transportation which meets these requirements.

D. Tractor drivers in the Imperial Valley shall be advised each day of their following day’s work assignment so that they may report directly to the field site. If this is
not possible, the tractor driver shall report to the shop in Holtville for his assignment.

XVI. LETTUCE GROUND CREWS

A. Wage and Pay Rates

1. The appropriate wage rates for packing on the ground with two (2) cutters and one (1) packer ("trios") and for packing on humps ("burras") with three (3) cutters and two (2) packers are set forth in Appendix "A": Wages of this Agreement. The Company shall determine which system will be used in its ground crew harvesting operation.

2. The Company agrees to pay the crew for all cartons that are dumped over by inspector for internal problems only or if packaged according to the foreman's instructions. However, the loaders shall be paid for all cartons loaded and the closers for all cartons properly closed. Waterpersons shall dump lettuce cartons in the field. Loaders shall dump lettuce cartons that have been loaded and shall be paid their per box piece rate for each carton dumped. Waterpersons shall recondition empty cartons which shall include removal of staples from the top flaps. Repacking lettuce shall be done by cutters and packers selected by the foreman.

3. The Company has the right to determine the division of the lettuce piece rate. The division for the quintetta system is outlined in the wage section.
B. Harvesting System -- "Quintettas"

1. The Company shall utilize the packing hump ("burra") unless the supervisor shall determine differently.

2. A "quintetta" shall consist of three (3) cutters and two (2) packers.

3. Normally a ground crew shall consist of four (4) or five (5) "quintettas", three (3) closers, and three (3) loaders. However, if the closers and loaders cannot keep up in a reasonable manner (not applicable to loaders when trucks are unavailable) the Company may add closers and loaders as needed. The size of the crew may be increased or decreased when in the opinion of the Company the harvesting schedule warrants it. In such event, the necessary number of closers and loaders shall be adjusted accordingly.

4. Normally a "quintetta" will cut four (4) beds except in unusual circumstances such as in the completion of a field or in the corner of a field.

5. As in the past, the Company shall rotate the crews assigned to good and bad fields.

6. The packing humps ("burras") are to be loaded on the proper trailers when the job is finished or when moving from field to field.

7. The loaders shall be required to windrow when either the harvesting method or field conditions make it necessary.
8. Closers will be required to close the flaps on the lettuce cartons using their hands.

9. Supervisors shall determine job and crew assignments in accordance with all applicable seniority provisions of this Agreement.

10. Workers shall neither throw away nor waste any lettuce in order to keep up with the crew unless told to do so by supervisors.
SUPPLEMENTAL AGREEMENT NO. 2: SENIORITY

This SUPPLEMENTAL AGREEMENT is a part of the AGREEMENT between the parties and shall prevail wherever it is in conflict with Article 4, Seniority, of this AGREEMENT.

I. DEFINITIONS OF SENIORITY

A. A worker under this Agreement shall establish a (1) Company seniority date, a (2) Area seniority date, and a (3) Classification seniority date.

1. "Company" seniority is defined as a worker's total length of continuous service with the Company beginning from his or her original date of hire or rehire.

2. "Area" seniority is defined as a worker's total length of continuous service in any area of the Company's operations which has been designated as a separate seniority area, beginning from his or her date of entry into the area.

3. "Classification" seniority is defined as a worker's total length of continuous service within a job classification which has been designated as a separate classification for purposes of acquiring and losing seniority, beginning from his or her date of entry into the classification.

B. Seniority shall be acquired and lost in each classification and/or area independently of all other classifications and/or areas. A break in seniority in one classification and/or area shall not constitute a break in Company seniority, nor a break in another classification and/or
area where the worker has acquired seniority until seniority is broken in that classification and/or area, except for just cause. A worker shall maintain his or her Company seniority until all classification seniority has been broken in all areas.

II. AREA AND CLASSIFICATION SENIORITY

A. Tractor Drivers

1. The Company shall maintain a separate seniority list for tractor drivers for each of the following areas:
   a. Gonzales-Soledad-Chualar;
   b. Salinas;
   c. King City; and
   d. Imperial Valley

2. The Company shall have the right to move assigned personnel operating specialized equipment between areas regardless of seniority.

3. If the present personnel assigned to specialized equipment leave their duties, reassignment shall be as provided in Article 4, paragraph D.

4. As in the past, supervisors may assign the equipment each day, and all tractor drivers, regardless of classification, may be assigned to heavy equipment; provided, however, that the supervisors shall not act arbitrarily in making such assignments.
5. Assignment to work on night shifts shall be rotated among tractor operators. Each assignment shall last 15 days. The operator may be permitted to work longer than 15 days, unless other tractor operators request the work, in which case seniority shall apply.

B. Irrigators

1. The Company shall maintain a separate seniority list for irrigators for each of the following areas:
   a. Gonzales-Soledad-Chualar;
   b. Salinas;
   c. King City; and
   d. Imperial Valley

2. In the Imperial Valley, the Company shall maintain a separate seniority list of sprinkler crew workers, and shall continue its past practice of assigning irrigators to do miscellaneous sprinkler work until the full-time sprinkler crew workers are needed at which time they shall have first preference for all sprinkler work.

3. The Company shall continue its past practice in each area with respect to the assignment of an irrigator to the job of pulling the pipe trailer.

4. When a vacancy occurs in the job classification of IRRIGATION SUB-FOREMAN, the Company shall select the irrigator who is most qualified to fill the job. The seniority
of an irrigator is only one factor that the Company will take into consideration.

5. In the Imperial Valley, the Company shall rotate its assignment of irrigators to twenty-four (24) hour shifts on a daily basis as follows:

   a. The Company shall establish the rotation roster which will not be in order of the seniority of each irrigator but which will mix experienced and less experienced irrigators.

   b. The Company will make assignments in accordance with the rotation roster and will not skip over an irrigator for lack of qualifications to do the available shift assignment.

   c. An irrigator may not refuse a shift assignment he is given but may express his concern regarding his qualifications to do the specific work assignment. In such a case the Company has the option of requiring him to do the work assigned to him to the best of his ability or teaming him with another more experienced irrigator entitled to receive a shift assignment in accord with the rotation roster.

   d. When an irrigator misses his turn for a shift assignment for any reason, he shall not have another turn until the rotation roster comes around to him again.
e. When an irrigator misses his turn for a shift assignment, the next irrigator on the rotation roster shall be assigned to a shift.

f. In the event of a layoff of irrigators, classification seniority shall apply.

g. In the application of Article 8, paragraph A of this Agreement, an irrigator who is a new employee to the Company who is hired as an irrigator shall be considered probationary until he has worked five (5) complete shift assignments.

h. In the application of Article 4, paragraph D of this Agreement, a reasonable period of time for a seniority worker who bids into the irrigation classification to qualify for the job may be less than but shall not exceed five (5) shift assignments. This trial period, however, is not treated as a probationary period as it is with a new employee.

C. Thinning and Weeding Crews

1. The Company shall maintain a separate seniority list for thinning and weeding crews for each of the following areas:

   a. Salinas; and

   b. Imperial Valley

2. The foreman shall assign the filer, bus cleaner, and backup person.
D. Lettuce Ground Crews

1. The Company shall maintain a separate seniority list for lettuce ground crews for each of the following areas:
   a. Salinas;
   b. Imperial Valley;
   c. Palo Verde Valley; and
   d. Huron

2. The Company shall maintain a separate seniority list for each of the following job classifications:
   a. Cutters/packers;
   b. Closers;
   c. Loaders; and
   d. Waterboys

III. ADMINISTRATION OF SENIORITY LISTS

A. Preparation and Posting of Seniority Lists

1. The Company shall maintain a Master List of all workers which includes the worker's name, social security number, and original date of hire or rehire. The Company shall submit an updated Master List to the address designated by the Union, each three (3) months when working.

2. The Company shall maintain all seniority lists by classification in order of seniority within the classification, and by area for each classification for which separate area
seniority has been established. All seniority lists shall include the worker's name, social security number, classification seniority date, area seniority date (where applicable) and Company seniority date.

a. For those classifications of work which operate on a year-round basis, a seniority list by area (where applicable) shall be prepared, submitted to the appropriate local Union office, and posted on all Company bulletin boards in the area where the classification works, each three (3) months.

b. For those classifications which work on a seasonal basis, a seniority list by area (where applicable) shall be prepared, submitted to the appropriate local Union office, and posted on all Company bulletin boards in the area where the classification is scheduled to begin work, at least two (2) weeks before the classification begins work, again at the middle of the season during which the classification is at work, and again one (1) week before the classification is laid off at the end of the season.

B. Disputes

1. If a question arises concerning the accuracy of the lists, the Union and the Company shall attempt to resolve the dispute as expeditiously as possible, in accordance with the Grievance and Arbitration Procedure set forth herein.
Disputes which are not resolved in Step Two of the Grievance and Arbitration Procedure, shall be submitted to Expedited Arbitration. The Company's financial liability for any inaccuracies in the seniority lists shall run from one day after the date on which a worker notifies the Company that he challenges the accuracy of the list; provided, however, that the lists have been prepared, posted and sent to the Union in accordance with the time periods specified herein.

C. Same Day Hires

1. In the event that more than one worker was or is hired into a classification on the same day, the seniority order shall be established on the basis of social security number, with the worker having the lowest last four digits of his or her social security number being placed in the highest seniority position on the classification seniority list.

D. First Lists

1. The Company shall provide the Union with the seniority lists for all job classifications by area as specified in II. above by April 1, 1981, and, thereafter, in accordance with the time limits specified herein. The seniority date of any worker which has been grieved in the past and either lost or withdrawn shall be barred from future grievance claims after the signing of this Agreement.
IV. RECALL OF SENIORITY WORKERS

A. For purposes of recalling seniority workers to work from layoff, the Company shall use the following procedure:

1. The Company shall give each worker in writing at the time of layoff, the approximate date when he will be reemployed if the layoff is to exceed thirty (30) days.

2. The worker shall supply at the time of layoff, the exact address where he or she wishes to receive a written notice of recall. Thereafter, the worker shall be responsible for notifying the Company in writing of any change in such address.

3. Approximately two (2) weeks before the classification on layoff is scheduled to begin work, the Company shall send by first class mail, a postcard or letter to the address supplied by each worker on layoff within the classification, advising him or her of the estimated date on which his or her classification will begin work. The Company shall send such written notice of recall to the number of workers within the classification it estimates it will need to employ on the date specified on the recall notice, beginning in order of highest seniority within the classification. The postcard or letter shall advise the worker that the exact date on which work will begin may be obtained by phoning the Company office at __________, or by phoning the Union office
at ________, or by checking the Company and/or Union bulletin boards located at ________________, or at other locations agreed to by the Company and the Union. The postcard or letter shall further advise the worker that if he or she is unable to report to work on the date specified, he or she shall inform BOTH the Company at ________________, and the Union at ________________, in writing; and that his or her failure to report or to advise may result in his or her loss of seniority in accordance with Article 4 of the Collective Bargaining Agreement between the Company and the Union. However, a worker who advises the Company of his unavailability to report to work on the date specified is not automatically assured that his absence is excused. Article 4, paragraph B3 shall apply.

4. The Company shall provide the Union, in writing, the names, social security numbers, and job classifications of all workers to whom recall notices were sent.

5. The Company shall notify the Union of the exact starting date of the work as soon as possible in advance, but no less than twenty-four (24) hours in advance of the exact date on which work is scheduled to begin.

6. The Company shall post written notice at the locations agreed to between the Company and the Union, of the exact starting date of the work as soon as possible in advance,
but no less than twenty-four (24) hours in advance of the exact date on which work is scheduled to begin.

7. The Company shall make available to the Union, at the Union's request, any notices of recall that have been returned with postal office notice of nondelivery; and, further, will make available to the Union, upon request, any written explanation received from a worker related to his or her failure to report or delay in reporting on the date specified.

8. During the operating season, when a layoff occurs within a classification of work that is temporary (thirty days or less) and the worker has been given a specific "report back" date, no written notice of recall shall be required.

9. The Company and the Union may agree to other methods of recall notification in addition to those specified herein.

V. ORDER OF RECALL AND LAYOFF OF SENIORITY WORKERS

A. Recall

1. The Company shall recall workers to work from layoff in order of the highest seniority within the classification being recalled, within the appropriate area of operations if separate area seniority has been established for the classification being recalled.
B. Layoff

1. The Company shall layoff workers from work in order of the lowest seniority within the classification being laid off.

2. In those job or crop operations which work on a year-round basis, requests by higher seniority workers to be laid off out of seniority order for the purpose of taking a vacation or rest may be honored and if honored, lower seniority workers shall remain working. If more workers request a layoff out of seniority order than can be spared by the Company, requests honored shall be in order of highest seniority within the job or crop operation. Requests for layoff out of seniority order for the purpose of working in another Company or in another classification within the same Company shall not be honored unless the request is agreed to by all the seniority workers within the job or crop operation from which the worker is requesting to be laid off. The Company shall determine whether layoffs out of seniority order shall be granted.

VI. FORMATION OF CREWS

A. Thinning and Weeding Crews

1. Recalls and layoffs of thinning and weeding workers shall be done in seniority order, with the highest seniority thinning and weeding workers recalled first and laid off last.
2. When more than one (1) thinning and weeding crew is working within an area of the Company's operations, the Company may continue its past practice of assigning workers regardless of individual seniority dates to each crew.

B. Lettuce Ground Crews

1. Recalls at the start of the season in each area and layoffs at the end of the season shall be done in seniority order, with the highest seniority workers in each ground crew job classification recalled first and laid off last.

2. The Company shall recall workers at the start of the season in each area according to their job classification seniority until the desired number of crews have been formed. The Company shall continue its past practice of:

   a. Assigning cutters, packers, loaders and closers regardless of individual seniority dates to each lettuce ground crew, even though not all crews have been recalled;

   b. Rotating crews in order to provide approximately equal work opportunity. The Company will not maintain and rotate more lettuce harvesting crews than are necessary to meet the demands of the harvest. The parties recognize that the Company needs to determine the number of crews it will need to meet the harvesting schedule in each area, and to have an experienced work force available to it.
The Company agrees not to add crews for the purpose of causing economic hardship to the workers.

3. Filling temporary vacancies in the closer and loader job classifications shall be done on the basis of the highest Company seniority if the worker is qualified to do the work.

VII. FILLING PERMANENT VACANCIES

A. When a permanent vacancy arises in a piece rate job, it shall be filled according to the hiring and seniority procedures set forth in this Agreement.

B. A worker who fills a permanent vacancy shall establish a date of entry seniority in the new classification to which he or she moves, and shall maintain his or her seniority in his or her former classification for a period of four (4) weeks. If during this four (4) week period, the worker is unable to perform the work required in the new classification or does not want to continue in the new classification, he or she may return to his or her former classification with his or her full classification seniority. In either case, the worker retains his or her Company seniority date for all other purposes.

C. A worker who fills a permanent vacancy while on layoff from the job or crop operation in which he or she has acquired seniority shall establish a date of entry seniority in the classification in which he or she is filling a vacancy; and
shall maintain his or her recall rights in the job classification in which he or she has acquired seniority when work begins or increases in that classification. A worker may choose to remain in the new classification in which he or she is filling a permanent vacancy, and not respond to the recall in his or her former classification, and, in this case, he or she would continue to accrue seniority in the new classification beginning from his or her date of entry and would lose his or her seniority in his or her former classification after thirty (30) days. The worker, however, retains his or her Company seniority date for all other purposes.

D. Waiting List Procedure

1. The Union Representative shall maintain waiting lists for hourly jobs for each job and crop operation within the Company and for each area of Company operations. Any worker desiring consideration for a job vacancy in an hourly rated job which might arise within the Company may sign his or her name, social security number, current job classification, and Company seniority date, on the appropriate waiting list. If a worker is on layoff status when he or she signs a waiting list, he or she shall provide the Union Representative with a means of communicating with him or her when a vacancy arises. If a vacancy arises within a job or crop operation, the
opportunity to fill such a vacancy in accordance with all terms herein described shall be given to the worker with the highest Company seniority who signed the waiting list. Such worker shall be given three (3) work days from the time of notification to report to work if on layoff or in another area at the time the vacancy arises; and two (2) work days from the time of notification to report to work if working in another classification with the Company within the same area at the time the vacancy arises.

2. On the first day of each month, and whenever requested, the Union Representative shall provide the Company with an updated copy of any waiting lists for a job, crop operation, or area, on which workers have signed their names; and the Union Representative shall provide the Company with an updated copy of the applicable waiting list whenever new signatures are added. The Union Representative shall be notified in advance whenever the Company intends to hire from a waiting list.

3. Immediately upon the signing of this Agreement the Union shall submit a list to the Company of all workers who have seniority with the Company who wish to work and establish seniority in the Company's Salinas lettuce harvesting operation. The Company shall maintain this list and hire workers from this waiting list in order of their
seniority dates to fill vacancies in the lettuce harvesting crews after the area seniority lists have been exhausted. Once the Company has exhausted this waiting list, all piece-rate job vacancies shall be filled in accordance with Article 3, Hiring, of this Agreement.

On or before June 1, 1981, the Union shall submit a similar list of those seniority workers who wish to work and establish seniority in the Company's Imperial Valley and/or Blythe lettuce harvesting operations and shall proceed as described above.

A worker who avails himself of this opportunity must be available for work within a reasonable period of time and the time limits described in 1. above shall apply to workers on a waiting list for lettuce harvesting operations.

E. The Union Representative shall post on all Company bulletin boards and shall provide the Company with the name(s) of any worker(s) who have successfully bid a job or crop operation or area vacancy, whether through the posting or waiting list procedure. Copies of all matters posted shall be provided to the Company by the Union Representative.
I. UNION REPRESENTATIVE

A. The Company agrees to pay the full-time Union Representative the same amount of pay as he would receive were he working in his own job classification and as if he were the highest seniority worker within that classification. If the Union Representative is a lettuce harvesting crew worker, he shall be paid the same amount as the workers earn in his job classification in the crew in which he worked. If his crew has been laid off for the season or has not yet been recalled at the start of a season, he shall be paid the same amount as the workers earn in his job classification in any crew working. If the Union Representative is a lettuce harvesting crew worker who has seniority in only one area, he shall be paid the same amount as the workers earn in his job classification in any crew working in the area where he has no seniority. During periods when the Union Representative's job classification and/or commodity is not working, he would be paid the same amount of pay as if he were the highest seniority worker in the job classification with the most number of workers which is working during such a period. If no work is being performed by any bargaining unit workers, the Union Representative receives no pay or benefits.

B. The Union Representative is considered to be an employee of the Company and a bargaining unit member for all purposes.
C. The Union Representative is required to devote his full time to labor relations at California Coastal Farms, Inc. This would not prevent the Union Representative from engaging in other activities within the Union so long as he is working for and available to the Company on a full-time basis.

II. PENSIONED WORKERS

A worker who is pensioned from full-time employment with the Company and would like to continue part-time employment with the Company because he is able to receive only a limited income from the Company may apply for rehire as a new worker under the terms of this Agreement. His name shall be placed on a preferential list maintained by the Union Representative, copy supplied to the Company, and if qualified, shall be entitled to perform available work. If more than one worker is on such a preferential list, work opportunity shall be in accord with the worker's total Company seniority before retirement.

III. UNION LABEL

The Company shall exhaust its current inventory of lettuce boxes which do not bear the Union label before the provisions of Article 17, Union Label, of this Agreement become effective.
The parties agree that this Settlement Agreement shall be attached to and executed together with the Collective Bargaining Agreement between the parties.

A. All outstanding charges, complaints, suits, decisions, and other claims, actions, or causes of action known or unknown at the point of executing this Settlement Agreement shall be withdrawn and dismissed with prejudice by both parties by obtaining all necessary consents and approvals. The parties acknowledge their mutual intent to withdraw and dismiss any and all actions and claims whether known or unknown at the time of execution of this Agreement. Therefore, to the extent that it is within the power of the parties to do so, they shall dissuade persons or parties from filing any charges or claims that arise out of the events which occurred during the period prior to the execution of this Agreement; and in any event, shall not be the charging party in any such cause of action. Accordingly, the Union shall withdraw as the charging party in the case of Porfirio Sandoval and shall use its best efforts to accomplish the withdrawal of this cause of action. The parties hereby represent to each other that all charges, claims, or causes of action known to them have been addressed and are included in the dismissal set forth in this Settlement Agreement.
B. The Company shall reinstate to their former employment with the Company with full seniority: Salvador Bustamante, Elena Solano, Miguel Conchola, Juan Lagunas, Rosario Pelayo, Pedro Sera, Julian Vasquez, Jose Farias, and Felipe Moreno. The discharge of these workers shall not be part of their employment records.

C. The Union shall grant amnesty to all seniority workers of the Company who worked since the inception of the strike. No disciplinary proceedings shall be pursued against these workers by the Union.

D. The Company shall reinstate the following workers to their former employment with the Company with full seniority: Jose Guadalupe Acosta, Jesus Solano, Primitivo Leyva, and Constancio Lopez. Jesus Criado shall be reinstated to employment with the Company and shall establish a new seniority date upon reinstatement in the Company's Salinas area operation as a Class "B" tractor driver. He shall maintain his full seniority with the Company for all other purposes. The discharge of these workers shall not be part of their employment records.

E. Upon implementation of this Collective Bargaining Agreement and Settlement Agreement, the Company shall recall to their former employment with the Company all workers who had established their seniority with the Company pursuant to the
terms of the previous Collective Bargaining Agreement and the Company shall use the appropriate area and job classification seniority lists in effect prior to the expiration of the contract on January 15, 1979 for purposes of this recall. A worker who does not respond to this recall pursuant to the terms of this Collective Bargaining Agreement shall lose his seniority with the Company. Vacancies which arise after all seniority workers within a job classification and/or area have been recalled shall be filled in accordance with the hiring and seniority provisions of this Collective Bargaining Agreement.

F. Upon implementation of this Collective Bargaining Agreement and Settlement Agreement, all workers who were hired by the Company since the inception of the strike shall be released from the Company's employ and shall not be placed on layoff status. These workers may avail themselves of the hiring procedures set forth in Article 3 of this Agreement if they seek reemployment with the Company as new workers. The Union agrees that these workers may place their names with the Union Hiring Hall for reemployment at California Coastal Farms on a nondiscriminatory basis.

G. The Company shall make payments to the Juan De La Cruz Pension Plan of the United Farm Workers of America, AFL-CIO, in accordance with the following terms:
(a) A contribution shall be made in the name of each worker who had established seniority with the Company prior to the expiration of the last Collective Bargaining Agreement on January 15, 1979 who is in the employ or returns to the employ of the Company pursuant to a recall at or after the execution of this Agreement.

(b) A contribution shall be made by the Company for each such eligible worker in the amount of twenty cents (20¢) per hour for five hundred (500) hours for 1979 and 1980.

(c) If any eligible worker had contributions made to the Pension Plan on his behalf by another Employer pursuant to Collective Bargaining Agreement with the United Farm Workers Union, such contribution shall be discounted against the Company's obligation as set forth in (b) above. The Administrator for the Juan De La Cruz Pension Plan shall provide the Company with such an accounting on eligible workers.

(e) A single report and the total payment not to exceed $40,000.00 for 1979 and 1980 shall be submitted to the Juan De La Cruz Pension Plan by September 1, 1981.

(f) The Company shall make contributions for each worker on actual hours worked for 1981 pursuant to the terms of Article 31 of this Agreement. On January 31, 1982, the Company shall submit a Supplemental Report to the Juan De La Cruz Pension Plan and shall contribute the number of hours at twenty
cents (20¢) per hour necessary to guarantee a minimum five hundred (500) hour contribution for calendar year 1981 for each worker who is eligible as described in (a) above.

(g) In the event that the number of workers eligible for the Pension contribution set forth herein for 1979 and 1980 should require a payment by the Company in excess of the $40,000.00 cap, an adjustment shall be made as necessary in the amount of the contribution per hour in order to insure that five hundred (500) hours will be paid for each eligible worker without requiring the Company to pay an amount in excess of the $40,000.00.

H. The Company shall make contributions to the Robert F. Kennedy Medical Plan in accordance with the following terms:

(a) For all seniority workers who worked for the Company during the month of March, the Company shall insure no lapse of medical coverage by making a final payment to Plan 22 of the Western Growers Assurance Trust Fund to cover workers in April and shall make a contribution in April to the Robert F. Kennedy Farm Workers Medical Plan for hours worked in March in accordance with Article 30 of this Agreement in order to cover workers under the Robert F. Kennedy Farm Workers Medical Plan as of May 1, 1981.

(b) For each seniority worker who returns to the Company's employ during the month of April 1981, the Company
shall pay one hundred and five (105) hours at thirty-six cents (36¢) an hour (as if the worker had worked one hundred and five (105) hours in March) to the Robert F. Kennedy Medical Plan in order to provide basic medical coverage (no dental or vision coverage) for these workers as of May 1, 1981. The Company shall make payments to the Robert F. Kennedy Medical Plan based on actual hours worked in April thereafter in accordance with Article 30 of this Agreement. This payment shall be made for each worker only once and shall be made only for those seniority workers of the Company who return to the Company's employ during the month of April 1981.

I. This Settlement Agreement and the terms of the Collective Bargaining Agreement to which it is attached represents a resolution of all outstanding disputes between the parties and the employees of California Coastal Farms. This Agreement and Settlement Agreement have been conditioned upon approval of its terms and conditions by the Agricultural Labor Relations Board and Office of the General Counsel. Both approvals have been obtained verbally on March 27, 1981, but written approvals shall be forthcoming.
Company and Union agree as follows:

1. TRANSITION

   A. Recall notices

   Company will be mailing on Monday April 6, 1981 recall notices for workers needed at commencement of contract. Recalled workers whose mailing address is within the United States shall have until Friday April 10, 1981 to report for work. Recalled workers whose mailing address is in Mexico shall have until Tuesday April 14, 1981 to report for work. The company will release current replacement workers as seniority employees report for their positions or expiration of recall period for that position whichever occurs first.

   In addition, company will send notices to those seniority employees who are not sent formal recall notices at the commencement of contract. The notices will direct the employees to communicate with the Union no later than the expiration date of the recall period.

   B. Waiting list for Salinas Lettuce harvest

   The parties disagree as to whether the one time waiting list provides the opportunity to apply for Salinas lettuce harvesting positions includes all hourly employees and lettuce harvesting employees or just to lettuce harvesting employees. The parties agree to submit the question as to whether or not the employers agreed that the opportunity to apply for Salinas lettuce harvesting positions applies to all hourly employees and lettuce harvesting employees or just to lettuce harvesting employees to Tom Nassif. Ann Smith will have the opportunity to speak with Tom Nassif prior to his decision. The company and the union agree to be bound by such decision.

   C. Cross over

   Should an employee utilize the one time waiting list for Salinas harvest, obtain a position in Salinas, and be elected union representative, he will be paid at his previous classification rate.

2. It is understood the company has no obligation to provide company housing to Luis Serrato.

3. Agri-chemical workers

   Travis Stouten and Richard King are working as agrichemical workers from King City. They work approximately 70% of their time as agrichemical workers and 30% of their time as tractor drivers. They will not perform tractor driver work if it displaces or prevents recall of the current seniority King City tractor drivers. The agri-chemical positions are part of the bargaining unit and subject to the terms of the contract.

   California Coastal Farms

   By Arnold B. Myers

   by Ann Smith
APPENDIX I

STIPULATIONS OF FACTS BY AND BETWEEN UFW, AFL-CIO AND CCF WITH REFERENCE TO JDLC PENSION CONTRIBUTIONS DUE AND Owing UNDER THE FOREGOING SETTLEMENT AGREEMENT.

It is hereby Stipulated by and between the United Farm Workers of America, AFL-CIO (hereinafter "UFW" or "Union") and California Coastal Farms (hereinafter "Company") by their counsel as follows:

1. The Settlement Agreement entered into by and between Company and Union on April 4, 1981 requires contribution for certain seniority workers to the Juan de la Cruz Pension Plan (hereinafter referred to "Pension Plan"), for the years 1979, 1980 and the first quarter of 1981. A list of such seniority workers is attached hereto and incorporated by reference.

2. At all times mentioned in paragraph one above, the Union was the duly certified bargaining representative for such seniority employees of Company.

3. But for the labor dispute which existed by and between the Company and the Union during the period commencing January, 1979 and ending March 31, 1981, said seniority workers would have worked a minimum of five hundred (500) hours per year and contributions on their behalf for such hours would have been made to Pension Plan by Company.

4. But for the contributions to the Pension Plan required under the Settlement Agreement, the aforesaid seniority employees of Company would have suffered breaks-in-service
under the Pension Plan.

5. Company and Union entered into the Settlement Agreement provisions concerning the pension plan as a fair and reasonable way to enable such seniority workers to avoid such breaks-in-service and the damage to their pension rights which would follow therefrom.

By ____________________________    By ____________________________

RONALD H. BARSAMIAN                  ELLEN J. EGERS

Attorney for California Coastal Farms  Attorney for United Farm Workers of America, AFL-CIO

Dated: 8/23/82                        Dated: May 26, 1982