COLLECTIVE BARGAINING AGREEMENT

BETWEEN

DAVID FREEDMAN CO., INC.

AND

UNITED FARM WORKERS OF AMERICA, AFL-CIO

June 10, 1977 - June 10, 1980
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This Collective Bargaining Agreement and certain specified Supplemental Agreements are between the parties whose names appear on the signature page hereof under the designation of "Company" ("Company" herein) and the United Farm Workers of America, AFL-CIO ("Union" herein), and said Collective Bargaining Agreement and certain specified Supplemental Agreements shall operate for the purpose of establishing uniform wages, hours and working conditions as hereinafter defined.

ARTICLE 1. RECOGNITION

A. The Company does hereby recognize the Union as the sole exclusive bargaining agent representing all of the Company's agricultural employees (hereinafter called "workers") in the unit set forth in Agricultural Labor Relations Board's certification in case number 77-RC-3-C. 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 employees, 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 foregoing, the exercise of such authority is not of a merely routine or clerical nature but requires the use of independent judgement.

B. The Company agrees that no business device, financial arrangement, joint ventures, method of business or business transaction of any kind shall be used by the Company to circumvent the obligations of this 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 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.

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

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 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 Union in good
standing. Union shall be the sole judge of the good standing of its
members. Any worker who fails to become a member of 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, or who has been determined to be in bad
standing by Union pursuant to the provisions of the Union's
constitution, shall be immediately discharged or suspended upon
written notice from Union to Company and shall not be re-employed
until written notice from Union to Company of the worker's
goodstanding status.

B. Company agrees to furnish to Union in writing within fifteen
(15) days after the execution of this Agreement, a list of its
workers giving the names, addresses, Social Security numbers and
type of job classifications.

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 the Company to make such deductions. Company
shall make such deductions from worker's 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
weekly summary report containing the names of all bargaining unit
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 thirty (30) 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. If the Company has now, or obtains during the life of this Agreement, the equipment or service, to produce punch cards or magnetic tapes, it will provide the Union with duplicates of said punch cards or magnetic tapes at the end of each pay period.

F. 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.

ARTICLE 3: HIRING

A. The Union shall operate and maintain a facility or shall designate a person or persons through which the Company shall secure new or additional workers. The Union will notify Company of the address and phone number of such facility and the person in charge of such facility.

B. Company recalls of seniority workers shall be pursuant to Section F of Article 4. Workers returning to work on recall shall check in with the Union Steward or other Ranch Committee member 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 approximately two (2) weeks prior to the date of anticipated need for such workers, notify the Union 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 in writing of 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 in writing of the number of workers needed, the type of work to be performed, the date the workers are needed, and the approximate duration thereof. The Union shall be given forty-eight (48) hours notice prior to the date the workers are to report for work, as far in advance as possible.

E. Upon receipt of said letter notice, Union shall use its best efforts to furnish the requested number of workers. If Union does
not furnish the requested number of workers on the date of the beginning of the work the Company shall be free to procure needed workers not furnished by the Union from any other source. If Company procures workers from any source, it will make available to Union, in writing within three (3) days thereafter, the names, Social Security numbers, date hired, job classifications and addresses 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. Such workers shall be subject to the provision of Article 2 of this Agreement.

F. For jobs which require skills or experience, such as tractor drivers, irrigators, the Union will refer workers who meet the job requirements. The Company agrees to review its future plans so that expected vacancies requiring skills will be filled in compliance with Sections D-2 and E of Article 4. 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 requirement. If the Company determines that a worker does not meet the job requirement, the Supervisor will give in writing to the Union within forty-eight (48) hours the reason that he or she failed to meet the job requirement. Such determination by the Company shall not be made arbitrarily.

G. The number of workers requested by Company shall be reasonably related to the amount of work to be performed in ratios related to Company's previous practices.

ARTICLE 4. SENIORITY

A. Seniority shall be defined as the total hours worked for the Company.

1. Seniority shall not be terminated or reduced for any of the following reasons:

   a. Layoffs due to lack of available work.
   b. Illness or physical incapacity of a bargaining unit member to perform his assigned job.
   c. Leaves of absence as provided in Article 9 of this Collective Bargaining Agreement.
   d. Vacation time as provided in Article 38 of this Collective Bargaining Agreement.
   e. Jury or Witness duty as provided in Article 35 of this Collective Bargaining Agreement.

B. Seniority shall be acquired by a bargaining unit member after completion of eighty (80) hours of work for the Company within a
cultural process as defined herein. The hours reported under the provision of this section shall be accumulated during the term of this Agreement. This period shall not be interpreted to constitute a probationary period.

1. In the event the work opportunity afforded in any cultural process as defined in Exhibit A, Exhibit B, and Exhibit C of this Collective Bargaining Agreement is less than eighty (80) hours, a bargaining unit member shall acquire seniority upon working one-half (1/2) of the available hours.

C. Company shall not provide more work opportunity to any bargaining unit member for purposes of affecting seniority; nor shall Company deny work opportunity to any bargaining unit member for purposes of affecting seniority.

D. Job classification seniority shall be defined as the total hours worked by a bargaining unit member within a specific job classification as the same are established in this Collective Bargaining Agreement.

1. Job classification seniority shall be applied to layoffs and recalls.

2. Company and Union agree that there shall be company-wide seniority which shall be a compilation of all hours worked in the cultural processes as described in Exhibit A, Exhibit B and Exhibit C.

Such list shall be issued on February first (1st) of each year and shall include all hours worked through the prior calendar year. This list will be updated on or before October first (1st) and shall include all hours worked from January first through August thirty-first. The hours reported under the provision of this section shall be accumulated during the term of this agreement.

Company-wide seniority will be applied for the purposes of promotions, filling new jobs and fixing the order in which layoff workers with company-wide seniority are given consideration for other jobs.

Company-wide seniority shall be applied in the following way:

a. A worker with company-wide seniority who is working in a higher job classification and is subject to an extended layoff may, at his or her option, displace a worker with less seniority in a lower job classification, provided such worker is willing and capable of performing such work.

b. Workers on layoff status with company-wide seniority shall be eligible for employment pursuant to Article 3, on their request,
in a job classification in which that worker has no or limited seniority, before new workers are hired.

E. Whenever a vacancy occurs in a job classification with a higher rate than general labor, such vacancy shall be posted on the Company's bulletin boards. A copy of such posting shall be provided the Ranch Committee. The posting shall be made at least five (5) days before the vacancy is permanently filled.

Workers with seniority desiring consideration for the higher rated job will so indicate by signing the posting. The senior worker shall be selected for the vacancy and he or she shall be given a fair opportunity to qualify. If such worker cannot perform the job, he or she shall return to his or her former classification and rate and the Company will then select the next senior worker who had signed the posting and he or she shall be given a fair opportunity to qualify. The selection procedure will be repeated until the posting list has been exhausted, and thereafter Company may select a qualified worker from the seniority list or notify the Union facilities of such vacancy pursuant to Article 3.

The Company will fill temporary vacancies such as those created by a worker's illness or short term leave of absence for illness or injury on the basis or seniority, so far as possible.

F. A bargaining unit member who is recalled from a layoff shall be recalled in order of seniority to the job classification from which that person was laid off.

ARTICLE 5: GRIEVANCE AND ARBITRATION PROCEDURE

A. The parties to this Agreement agree that all disputes which arise between the Company and the Union of the interpretation or application of this Agreement or any controversy between the Company and workers or the Union which arise under this Agreement that deals with working conditions, health, safety or benefits, 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 persons with respect to any dispute involving this Agreement until the Grievance Procedure has been exhausted.

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. All grievances may be processed during working hours. In the event the Company requests a grievance meeting during working hours, the stewards and Grievance Committee function shall be performed without loss of pay, provided this provision does not
apply in arbitration proceedings. A grieved worker shall have the right to be present at each step of the procedure.

C. At the request of the Union, the Company shall have the supervisor involved present at each step of the grievance procedure.

D. 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.

E. FIRST STEP: Any grievance arising under this Agreement shall immediately be taken up between the Company's supervisor involved and the Union steward. They shall use their best faith efforts to resolve the grievance. In the event grievances are not immediately satisfactorily resolved, the grieving party shall reduce the grievance to writing and set forth the nature of the grievance. If the grievance is denied the Company Supervisor shall, within forty-eight (48) hours, present to the Union Steward his or her written response to the grievance, regarding the Company's position including reasons for denial. The grieving party may proceed to the SECOND STEP, provided, however, that the grieving party may notify the other party that the grievance must be expedited and presented to the Permanent Arbitrator in accordance with Section J of this Article. A grievance regarding a discharge of a worker must be filed 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.

F. SECOND STEP: Any grievance not satisfactorily resolved in the FIRST STEP within one (1) work day, shall within fifteen (15) work days thereafter, be discussed in a meeting between the Grievance Committee and the Company's representative designated to resolve such matters. A representative of the Union shall also participate in such meeting unless the Union representative authorizes the Committee to proceed and so advises the Company. If the grievance is not satisfactorily resolved in such meeting the party receiving the grievance shall immediately give a written response to the other regarding its position including reason for denial. Failure of the grieving party to appeal to the Second Step within thirty (30) calendar days shall waive the grievance.

G. THIRD STEP: If the parties cannot resolve the dispute in Step 1 or 2 above, the grievance shall be referred to the Permanent Arbitrator for the area within thirty (30) calendar days. In accordance with this Article, the parties agree to the designated permanent arbitrator for the area, or if none exists in the area, to designate a Permanent Arbitrator for the area. If the Arbitrator shall at any time be unable or refuses or fails to act, or he or she vacates his or her position, the Company and the Union shall immediately select his or her successor or substitute.
H. SELECTION OF THE ARBITRATOR: The parties agree that it is desirable that a permanent arbitrator be selected for the purpose of settling any disputes submitted to arbitration by either of the parties pursuant to this Collective Bargaining Agreement. The parties also agree that it is desirable that the arbitrator be a resident or maintain offices in the Coachella Valley in order to comply with the various procedures required of an arbitrator under this Collective Bargaining Agreement. The parties therefore agree to make a good faith effort to select and agree upon a permanent arbitrator after the execution of this Agreement. In the event that the parties are unable to agree upon a permanent arbitrator, the parties shall request either the American Arbitration Association or the Federal Mediation and Conciliation Service for a panel of eleven (11) arbitrators. After the receipt of the lists of names of proposed arbitrators, the parties shall meet to select an arbitrator for the area. The parties shall alternately strike names from the list of arbitrators until one name remains and that person shall be the permanent arbitrator for the Coachella Valley. The first party to strike a name shall be selected by a coin toss. It is further agreed that every six (6) months either party may request a new list of arbitrators and a new meeting will be held for the purpose of selection of a new arbitrator. It is the intention of the parties that a permanent arbitrator shall serve for a period of six (6) months unless the parties mutually agree to extend the period for an additional four (4) months.

I. The arbitrator shall consider and decide the grievance(s) referred to him or her and in cases where more than one grievance is referred to arbitration, they will be heard at the same hearing. The arbitrator shall not have the authority or jurisdiction to modify, detract from or alter any provisions of this Agreement. The arbitrator shall have the authority to revoke or modify any form of discipline and in all cases award back pay if he or she so determines for any loss of earnings from the Company. The arbitrator must render a decision in writing to the parties within fifteen (15) days from the date of the closing of the hearing. The arbitrator shall have access to Company's property if necessary.

J. The grieving party may invoke an expedited procedure to have unresolved grievances immediately heard before the Arbitrator, but in any event not later than three (3) calendar days after the day on which the grieving party notified the other party that the grievance must be expedited. The duties and the authority of the Arbitrator shall be the same as under Section I above. The Arbitrator shall issue a bench decision and will issue a written decision within twenty-four (24) hours of the close of the expedited hearing. The arbitrator shall have access to Company's property if necessary.

K. Should either party fail or refuse to participate in any steps
of the grievance machinery, commencing with the second step, the
grieving party shall have the right to refer the matter to the
Arbitrator immediately for his or her consideration in a formal
hearing. Such hearing may be ex parte, i.e., with only one side
present, provided that the Permanent Arbitrator may temporarily
delay an ex parte hearing to permit immediate bona fide efforts to
settle an issue without a hearing.

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

M. Decisions of the Arbitrator shall be in writing, signed and
delivered to the respective parties. All expenses and salaries of
the Arbitrator shall be borne equally by the parties. Each party
shall pay the cost of preparing its own case.

ARTICLE 6: DISCIPLINE AND DISCHARGE

A. 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.

B. 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 limits in
Paragraph C below. However the Company shall, prior to the
disciplinary action or discharge, make a reasonable effort to notify
a Union representative of the contemplated action.

C. The Steward or other Union representative shall have the right
to interview workers in private.

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

D. A worker's individual productivity compared with another
worker's productivity when working on a piece rate or incentive
basis shall not be conclusive proof for disciplining or discharging
him or her.

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
court 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 intends to go on
the premises.

C. The Union shall advise the Company of the names of its duly
authorized and designated representatives. Union representatives
shall identify themselves by wearing an identification badge and
shall upon request by Company supervisor identify themselves.

ARTICLE 8: NEW OR CHANGED OPERATIONS

In the event a new or changed operation or new or changed
classification is installed by the Company, or any other job is not
included in the pay scale of this Agreement, the Company shall set
the wage or piece rate in relation to the classification and rates
of pay in Appendix "A" and shall notify the Union before such rate
is put into effect. The Company and the Union shall meet within
five (5) days after notices are received to negotiate the wage
rates. 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 9: LEAVES OF ABSENCE

Leaves of Absence for Union Business

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 four (4)
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 workers
engaged in pruning, thinning, and harvesting and shall not exceed ten percent (10%) of any such crew;

3. This Section shall not apply to operations during critical periods such as the first and last week of harvest, if it would harm operations.

Other Leaves

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 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 job. The Company may require substantiation by medical certificate or other adequate proof of illness.
4. For valid personal reasons, not to exceed thirty (30) days.

All leaves in excess of three (3) days shall be in writing on approved leave of absence forms provided by the Company. Such forms shall be signed by the Company representative, the worker requesting the leave, and by 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 a leave of absence for valid personal reasons if the worker has special circumstances which require additional time.

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 or 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.
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 10: MAINTENANCE OF STANDARDS.

A. The Company agrees that all conditions of employment relating to wages, hours of work, fringe benefits, and general working conditions shall be maintained at no less than the highest standards in effect at the locations covered by the Agreement at the time of signing, and such conditions of employment shall be extended to new locations. Conditions of employment shall further be improved in accordance with the specific provisions for improvement made elsewhere in the Agreement.

ARTICLE 11: SUPERVISORS AND BARGAINING UNIT WORK

Supervisors and other employees not included in the 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 from layoff or displacing bargaining unit workers from work they would normally perform.

B. Any claim by Union that on-the-job conduct of any non-bargaining unit worker is disrupting harmonious working relations may be treated as a grievance under procedures of this Agreement, and in the event a non-bargaining unit worker is found to have been disrupting harmonious working relations by an Arbitrator, such non-bargaining unit worker shall be appropriately disciplined by the Company.

ARTICLE 12: 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 under this Agreement shall be required to perform work that normally would have been done by employees of another Company who are engaged in a strike sanctioned by the Union.

C. The provisions of Article 14 (C) Health and Safety apply as is.

ARTICLE 13: 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 and total wages each payday.
which shall include the worker piece rate production records. The daily record of piece rate production of a bargaining unit member shall be furnished to the appropriate steward or bargaining unit member at the end of each work period upon request, as soon as such information is available.

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

C. Company will provide description of Company work locations.

ARTICLE 14: HEALTH AND SAFETY

A. The Company and Union are interested in the health and safety of employees 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. The Company recognizes that the use of such chemicals that may be injurious to farm workers must be used in such a manner as not to cause injury to Company's employees. In order to assure the protection of Company's employees from injurious chemicals which may be applied by third parties with whom the Company may be engaged in a joint venture, partnership, or other agricultural arrangement, the Company agrees to insert a provision in all such contracts with third parties which provides that the third party will comply with all applicable laws relating to the health and safety of farm workers. Company will not use banned chemicals such as, but not limited to, DDT, DDD, DDE, Aldrin, and Dieldrin. Upon request by the Union to the Company, the Company shall provide Union with all records which would disclose the following information:

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 or to be 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.

B. The Company shall use its best efforts to ascertain from third parties with whom Company has entered into joint venture, partnership or other agricultural arrangement the records of such third party which would disclose the above information and provide the same to Union.

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

D. 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 by the Company in a clean and sanitary manner.

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

F. Tools and equipment and protective garments necessary to perform the work and/or to safeguard the health of or to prevent injury to a worker's person shall be provided, maintained and paid for by the 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.

G. Adequate first aid supplies shall be provided and kept in clean and sanitary dust-proof containers, readily accessible to workers.

H. 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 test(s) shall be given to an authorized Union representative.

I. Union shall cause to be formed a Health and Safety Committee comprised of workers' representatives. Members of the Committee shall have access to records relating to the application and use of economic poisons applied by the Company upon giving reasonable notice to the Company. The Committee shall participate in the formulation of rules and practices relating to the health and safety of workers including but not limited to the following: The use of garments, materials, tools and equipment as they may affect the health and safety of the workers. The rights of management under Article 26: Management Rights, shall not be limited or restricted by this section.

ARTICLE 15: UNION LABEL

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

A. Company will make available to the designated Union
representatives, at the 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 or 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 the 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 packed by non-union workers, it is recognized that such misuse will cause damages to the Union. In the event that the Union revokes the Union label or seal, it shall give reasonable notice to the 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.

E. Company agrees to give to Union upon request a record of the daily shipping reports.

ARTICLE 16: NO DISCRIMINATION

A. There shall be no discrimination against any worker because of race, age, creed, color, religion, sex, political belief, national origin or language spoken.

ARTICLE 17: BULLETIN BOARDS

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

ARTICLE 18: INCOME TAX WITHHOLDING

The Company shall deduct Federal and State income tax in accordance
with existing laws 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 year thereafter, subject to his written revocation of his agreement prior to the start of each new calendar year.

ARTICLE 19: CREDIT UNION WITHHOLDING

Upon proper written authorization from a worker to the 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 weekly basis to that organization at P.O. Box 62, Keene, California 93531, or such other address as designated by the administrator of the fund.

ARTICLE 20: LOCATION OF COMPANY OPERATIONS

The Company will provide the Union with the exact locations including total acreage and crops of all present agricultural operations (and any acquired or lost during the life of this Agreement) immediately after the execution of this Agreement, for use by the Union representatives pursuant to Right of Access Article.

ARTICLE 21: 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.

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

ARTICLE 22: MODIFICATION
No provision or term of this Agreement may be amended, modified, changed, altered or waived except by written document executed by the parties hereto.

ARTICLE 23: SAVINGS CLAUSE

In the event any portion of this Agreement shall become ineffective as the result of any applicable local, state or federal law, only that portion of this Agreement so affected shall be ineffective; in no event shall the fact that a portion of this Agreement be not applicable or illegal in accordance with such laws render the remainder of this Agreement ineffective or work a termination.

ARTICLE 24: SUCCESSOR CLAUSE

This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns. Successors and assigns for the purpose of this Article applies to a sale or other transfer of the business and ownership of the Company. A sale of assets, either in whole or in part, which does not involve continuation of the workers of the Company to operate such sold or transferred business or assets shall not be subject to the provision of this article.

By this Article, the parties seek to define contractual rights and do not waive any statutory rights.

ARTICLE 25: 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 has been long known that families who follow the crops are required to move from two or three times a year. 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 25A: 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 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 26: 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 27: MECHANIZATION

A. The Company agrees not to utilize harvesters or introduce any type of machinery or mechanical device, other than those in use at the time of the signing of this Agreement, which will displace workers unless the introduction of the same has been negotiated and agreed to by the Union.

ARTICLE 28: HOURS OF WORK, OVERTIME AND WAGES

A. The following overtime provision shall apply to all irrigators and tractor drivers:

1. Irrigators and tractor drivers shall be paid a premium of thirty-five (35) cents per hour for all hours worked.

B. All hours worked on the seventh consecutive day of a work week shall be paid at the rate of one and one-half (1-1/2) times the worker's regular rate of pay.

C. The following overtime provisions shall apply to all workers, except to irrigators and tractor drivers:

1. Daily Overtime: A premium of thirty-five (35) cents per hour shall be paid for all hours worked in excess of eight (8) hours in one (1) day.

2. Night Shift Premium: A night shift premium shall be paid to all workers who work a majority of their shift between the hours of 6:00 P.M. and 6:00 A.M. Such worker shall be paid a premium of twenty-five (25) cents per hour for all hours worked.

3. Workers shall receive the rate of his or her job classification for all time worked, including time, if any, in a classification with a lesser rate of pay, as per past practice.

4. When a worker performs work in a higher rated job in any one day, he/she shall be paid at the higher rate for all such time
worked on that day.

5. When a worker is working as a trainee for a higher rated job, he/she shall be paid for such training period at his/her regular rate of pay for a time period not to exceed twenty-eight (28) continuous calendar days; if such worker qualifies for the higher rated job and retains it after the twenty-eight (28) continuous calendar days he shall then be paid for the higher rated job.

6. All piece rate workers shall be guaranteed the general labor rate at the end of each day. Each worker shall receive his/her piece rate or the general labor rate whichever is higher.

D. Workers shall be entitled to one full day (24 hours) off without pay each payroll week. Work shall be arranged so far as possible so that each worker will have Sunday off.

E. Lunch time breaks shall be one-half (1/2) hour and shall not be compensated nor counted as hours worked under the provisions of this Agreement.

F. Wages for specific job classifications will be set forth in Appendix A, attached hereto.

ARTICLE 29: REPORTING AND STANDBY TIME

A. A worker paid on an hourly or piecework basis who is required to report for work and does report and is furnished no work or less than four (4) hours of work for reasons other than an Act of God, shall be paid at least four (4) hours for that day at the worker's hourly rate of pay, or the worker's average hourly piece rate earnings based on the preceding payroll week. The term Act of God shall include, but not be limited to, a drop in allowable sugar content of any particular variety of grape.

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

ARTICLE 30: HOLIDAYS

A. A worker shall receive eight (8) hours of pay at his or her hourly rate of pay or the rate of pay for general labor (whichever is higher) for the following holidays: Washington's Birthday, Labor Day, and Thanksgiving.

B. To be eligible for a paid holiday a worker must work at least five (5) days during the two (2) payroll weeks immediately preceding the payroll week in which the holiday falls, and must work the scheduled workdays both immediately before and after the holiday.
C. The following shall be recognized as unpaid holidays under the terms of this Agreement: Christmas, New Year's Day.

D. Any work performed on the above listed holidays shall be paid for at the rate of one and one-half (1-1/2) times the regular rate of pay and shall be in addition to the worker's holiday pay.

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

ARTICLE 31: CITIZENSHIP PARTICIPATION DAY

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

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

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

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

ARTICLE 32: ROBERT F. KENNEDY FARM WORKERS MEDICAL PLAN

A. The Company shall, beginning with the effective date of this
Agreement, contribute to the Robert F. Kennedy Farm Workers Medical Plan sixteen and one-half (16-1/2) cents per hour for each hour worked for all workers covered by this Agreement.

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

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

ARTICLE 33: JUAN DE LA CRUZ FARMWORKERS PENSION FUND

A. The Company shall, effective at the signing of this Agreement, contribute to the Juan De La Cruz Farm Workers Pension Fund, five (5) cents per hour for each hour worked by all workers covered by this Agreement, and commencing February 1, 1978, the amount of such contributions shall be fifteen (15) cents per hour.

B. Contributions to be made by Company pursuant to this Article shall be deposited into and remain in an interest bearing trust account till 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 I Subchapter D of Chapter 1 of the Internal Revenue Code of 1954. Upon receipt of a copy of such advance 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. All contributions due herein shall be remitted on a weekly basis, for every worker covered by this Agreement. In conjunction therewith, a monthly summary report will be submitted covering the payroll periods for which contributions are due. Summary report shall include the workers' names, Social Security numbers, total hours worked by workers, total number of workers and amount of contributions.

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

ARTICLE 34: MARTIN LUTHER KING FUND

- 21 -
A. The Company shall, effective at the signing of this Agreement, contribute to the Martin Luther King Fund five (5) cents per hour for each hour worked by all workers covered by this Agreement. Expenditures or investments of contributions shall be solely restricted to those charitable and educational purposes for which federal tax exempt status has been granted to the Fund. The contributions shall not be expended to the detriment of the Company. The Martin Luther King Fund shall obtain and maintain federal tax exemption and all contributions by the Company shall be deductible under the Internal Revenue Code.

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

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

ARTICLE 35: JURY DUTY AND WITNESS PAY

Workers who have worked at least three (3) days during the two (2) weeks preceding the week in which the following events occur shall receive the benefit of this Article. 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 Article the worker must provide Company with a copy of notice summoning him to appear and must provide documentary evidence of the amount of fees received for performing such service.

ARTICLE 36: REST PERIODS

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

ARTICLE 37: INJURY ON THE JOB

Whenever a worker is injured on the job to the extent medical attention is received, the employer shall agree to pay full day's wages or average earnings for the balance of the day of the injury
only. Worker must provide to the Company a copy of the medical report of the treatment received.

ARTICLE 38: VACATIONS

A. Beginning with the effective date of this Agreement, the Company shall grant vacations with pay, to eligible workers as specified below.

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

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

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

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

D. Beginning with the effective date of this Agreement, the Company shall contribute five (5) cents per hour, for each hour worked by workers covered by this Agreement to the Nagi Daifallah Farm Workers Vacation Fund.

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

E. The Nagi Daifallah Farm Worker Vacation Plan shall, at the end of the calendar year, pay the worker all monies, less administrative costs, accumulated to his or her account from the Company or any other employer contributory to the plan.

F. Company agrees to provide Union, upon signing of this Agreement,
a list of those workers the Company expects will qualify for a paid vacation pursuant to Section A. Such list will include the worker's name, current home address, Social Security number and job classification. Company shall not be bound to contribute to the Nagi Daifallah Farm Worker Vacation Plan for these workers, provided however, that if such workers should fail to work the required number of hours, in order to qualify for vacation pay pursuant to Section A, then the Company shall pay to the Nagi Daifallah Farm Worker Vacation Plan, in a lump sum, five (5) cents per hour for every hour worked by such worker(s). Such payment shall be made by January 15, 1978 and every succeeding year thereafter and shall include all hours worked up to and including December 31st of the calendar year prior to such payment.

G. In the event the Company was covered by a previous Collective Bargaining Agreement in 1976, the Company shall maintain that vacation benefit schedule for calendar 1978. If the Company was not covered by a Collective Bargaining Agreement, maintenance of standards shall apply for calendar 1977.

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

ARTICLE 39: HOUSING

A. Assignment of available camp housing shall be on a non-discriminatory basis without favoritism. The Company agrees to maintain records on housing applications 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.

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 and the quality of the food shall be subject to the grievance procedure.

E. All housing shall be free of charge. Heat, light, water, beds,
and mattresses shall be provided by the Company.

F. The Company shall recognize a Union Housing Committee selected by the workers for the purpose of discussing housing and boarding conditions.

ARTICLE 40: DURATION OF AGREEMENT

This Agreement shall be in full force and effect from 6/10/77 to and including 6/10/80. This Agreement shall automatically renew itself upon expiration of this Agreement unless either party shall have given notice in writing to the other party sixty (60) days prior to the expiration, requesting negotiations for a new Agreement, together with thirty (30) days prior written notice to the State Conciliation Service. During this sixty (60) day period all terms and conditions of this contract shall remain in full force and effect.

Executed this 10th day of June, 1977.

FOR: UNITED FARM WORKERS OF AMERICA, AFL-CIO

BY: Cesar E. Chavez
    Gilbert Padilla

FOR: DAVID FREEDMAN CO., INC.
    Travertine Vineyards Associate
    Wonder Palms Ranch

BY: Lionel Steinberg
    William Steinberg
EXHIBIT "A": PRUNING SEASON

The following job classifications would apply during the pruning season which is agreed by the parties to commence on or about November 1st of each year and end in February 1st of each year, (a period of approximately 12 weeks).

Those job classifications listed under "Machine Seniority List" are job classifications seniority lists which may be produced by a computer printout. Those job classifications listed under "Manual Seniority List" may be produced by a computer printout or a typed seniority list. In preparing the "Machine Seniority List" it shall be permissible for the Company to delete names therefrom by striking them in the event that such names are included in the "Manual Seniority List.

Machine Seniority List
1. Pruners
2. Vine Tyers
3. General Vineyard repair work

Manual Seniority List
1. Tractor Drivers
2. Irrigators
3. Working foreman
4. Ranch working foreman
5. Maintenance men
6. Cooks and assistant cooks

The Company would present this seniority list to the Union on or before October 1st of each year for the purpose of examining and offering corrections thereto. The list would become binding and not subject to challenge by either Company, Union or bargaining unit members three (3) days after the commencement of the pruning season for the year in which the list is submitted.

EXHIBIT "B": THINNING SEASON

The following job classifications would apply during the thinning season which is agreed by the parties to commence on or about March 1st of each year and end on June 1st of each year, (a period of approximately 12 weeks).

Those job classifications listed under "Machine Seniority List" are job classifications seniority lists which may be produced by a computer printout. Those job classifications listed under "Manual Seniority List" may be produced by a computer printout or a typed seniority list. In preparing the "Machine Seniority List" it shall be permissible for the Company to delete names therefrom by striking them in the event that such names are included in the "Manual Seniority List".
The Company would present this seniority list to the Union on or before February 1st of each year for the purpose of examining and offering corrections thereto. The list would become binding and not subject to challenge by either Company, Union or bargaining unit members three (3) days after the commencement of the thinning season for the year in which the list is submitted.

EXHIBIT "C". HARVEST SEASON

The following job classifications would apply during the harvest season which is agreed by the parties to commence on or about June 1st of each year and end on August 1st of each year, (a period of approximately 8 weeks).

Those job classifications listed under "Machine Seniority List" are job classifications seniority lists which may be produced by a computer printout. Those job classification listed under "Manual Seniority List" may be produced by a computer printout or a typed seniority list. In preparing the "Machine Seniority List" it shall be permissible for the Company to delete names therefrom by striking them in the event that such names are included in the "Manual Seniority List."

EXHIBIT "D"

and

UNITED FARM WORKERS OF AMERICA, AFL-CIO

- 27 -
NOTICE OF RECALL

In accordance with the provisions of Article 4 of the Agreement between the Company and the United Farm Workers of America, AFL-CIO you are hereby given official notice of recall for re-employment as of [date]. You are assigned to the [crew] crew. This work is anticipated to begin on [date] and the estimated duration is approximately [number] working days. Report to work at [time] a.m. The starting date is subject to change and the exact date can be obtained as follows, forty-eight (48) hours in advance:

1. Call the Company office, phone no. [number].
2. Call the Union office, phone no. 398-6179.
3. A notice will be posted on the Company bulletin boards and in the Union office.
4. Listen to radio stations KVIM, Coachella and XED, Mexicali. Remember to bring your social security card on the date you report for work. Failure to respond to this recall may result in loss of your first opportunity to work under Article 4, Section I.

EXHIBIT "E"

FAMILY REGISTRATION FORM

We, the following employees, wish to register as a family unit pursuant to Article 4 of the Agreement between [Company] and the United Farm Workers of America, AFL-CIO. We understand that our combined total hours during the thinning season will be averaged to compute our seniority date for the thinning season and that our combined total hours during the picking season will be averaged to compute our seniority position for the picking season.

For purposes of this registration form "family" shall be defined as father, mother, and children, unmarried and living at home as per Article 4, Section F.

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- 28 -
EXHIBIT "F"

NOTICE REGARDING RECALL

You are hereby notified that, pursuant to the Collective Bargaining Agreement between the Company and the United Farm Workers of America, AFL-CIO, workers will be recalled next season in the following manner:

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

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

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

1. 6. 11.
2. 7. 12.
3. 8. 13.
5. 10. 15.

3. Workers will be assigned to crews according to their seniority. The highest seniority workers will be assigned to the highest seniority crew. If you wish to work with a specific crew, please indicate by writing in that crew on the crew preference line. Requests will be granted on the basis of seniority.

You should know, however, that if the crew you choose has less seniority, you will not be recalled until that crew begins and you will also be laid off with that crew at the end of the season.

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

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

B. It will also be posted at the Union office.

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

D. Listen to radio stations KVIM, Coachella, or XED, Mexicali, for the information.
SIDE LETTER OF UNDERSTANDING
BETWEEN
DAVID FREEDMAN CO., INC.
TRAVERTINE ASSOCIATES
AND
UNITED FARM WORKERS OF AMERICA, AFL-CIO

SENIORITY

A. It is agreed by and between the Company and the United Farm Workers of America, AFL-CIO that because of past practices and the number of bargaining unit members employed by the Company that the provisions of Article 4 Section D as it relates to layoffs shall be modified as follows:

1. The recall of seniority members of the bargaining unit shall be by seniority. They shall be assigned onto crews in seniority order, except as otherwise agreed in this side letter.

2. Company agrees to furnish a list of crews to the Union, at the execution of this Agreement, with their seniority ranking.

3. Company shall layoff according to the crew seniority ranking.

4. In making crew assignments, the Company will assign bargaining unit members, insofar as possible, according to their crew preference.

5. Bargaining unit members desiring to be assigned to a specific crew may do so in the following manner:

   A. Make the request, by filling in the crew preference line provided in Exhibit , with the name of the crew to which he/she wishes to be assigned.

   B. If more bargaining unit members wish to be assigned to a specific crew than can be accommodated, such assignment shall be made on the basis of seniority.

6. Bargaining unit members desiring to transfer to a crew with a different seniority than the one to which he/she was assigned, may do so in the following manner:

   A. Once a cultural process has begun, a bargaining unit member may place his/her transfer request with his/her supervisor.

   B. Crew transfers shall be binding on the bargaining unit member for the duration of that cultural process.

   C. Company shall notify the appropriate crew steward or Union representative prior to the transfer, of the names of those workers transferring, pursuant to this side letter.

   D. Such bargaining unit members shall be laidoff with the crew they've transferred into at the end of the cultural process. However, they shall retain all seniority rights for future recalls.

7. In order to facilitate the placement of crews, the parties
further agree that:

A. A notice regarding the above provisions shall be distributed to all bargaining unit members, along with Exhibit D prior to the end of a cultural process.

B. The notice shall include a list of the seniority ranking of all the crews.

C. Exhibit D shall contain a line marked "crew assignment," to be filled in by the Company, with the crew assignment, at the time the notice of recall is mailed to the seniority workers.

B. Company and Union agree that for purposes of Article 4, Section H-1, voluntary quitting shall be defined as being absent for five (5) consecutive work days without an approved leave of absence as provided for in Article 4.

C. It is agreed by the parties that the seniority recall procedure will be subject to the following conditions:

1. All recall postcards will be made out by the Company from the appropriate seniority lists. Every effort shall be made by the Company to eliminate any errors in the preparation of such cards.

2. Mailing addresses will be secured from all bargaining unit members pursuant to Article 4.

3. Company will mail all such cards from the nearest U.S. Post Office.

4. Company will provide the Union with copies of all recall cards sent out.

5. When recall postcards are returned to the Company with postal service notification of non-delivery, the Union shall be notified of worker's name and address from which letter was returned. The Company shall make available to the Union any returned postcard upon request.

6. Any seniority worker who did not receive a recall postcard because of a good faith error by the Company, and subsequently reports for work, shall be immediately employed by the Company.

7. Company shall be held harmless for any good faith errors and omissions made in the implementation of the seniority recall procedure.

8. This in no way alters the Company's obligations pursuant to Article 29, Reporting and Standby Time.

D. Company and Union agree that when computing an employee's seniority, he or she shall be credited with past service with the Company. It is agreed that in order to arrive at each employee's seniority number, the Company shall compute all hours worked by each employee, using the Company's existing payroll records.

Company and Union further agree that the seniority list submitted by the Union, for steady employees, shall be the seniority list.
Thereafter, the hours worked shall determine the seniority order.

E. It is hereby agreed between the Company and the Union that the Notice of Recall to workers as provided in Article 4 of the Collective Bargaining Agreement between the parties shall be satisfied upon the mailing by the Company of a First Class mail postcard containing the information set forth on Exhibit "D" of the Agreement to all bargaining unit members to be recalled to work pursuant to said Agreement.

The Company, at least five (5) days prior to the termination of any cultural process as defined in Exhibit A, Exhibit B, and Exhibit C shall provide such postcards to the bargaining unit members through the foreman, Union steward or the Union Ranch Committee. The bargaining unit members shall write or cause to be written on the front of said card said member's full and complete name and address to which said member desires to have such notice of recall mailed.

The Company and Union shall use their best efforts to cooperate in securing the above information from the bargaining unit members.

In the event the notice of recall is to be directed to a family unit as defined in this Agreement, only one such postcard need be filled out by a bargaining unit member of such family unit and only one such card need be mailed by the Company.

ARTICLE 7

ACCESS

There shall be no more than three (3) Union representatives on Company property with any one crew at any one time at any one location, except that if the number of Company employees in any crew at location exceeds sixty (60), there may be one additional Union representative at said location for each additional fifteen (15) employees or fraction thereof, unless agreed to in advance by Union and Company under the provisions of Article 7 of this Collective Bargaining Agreement.

ARTICLE 12

A. In the event the Company enters into a partnership, joint venture, or other legal contractual relationship with another Company for the growing, harvesting or shipping of crops, Union agrees not to interfere with or prevent in any manner the growing, harvesting or shipping of any of the crops upon which Company's employees will be performing work, 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 that 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 time period stipulated in the document executed by the parties thereto, the crop year, or twelve (12) months, whichever is less, or in the event there are other 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.

UFW, AFL-CIO FUNDS

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

1. Robert F. Kennedy Fund
2. Martin Luther King Fund
3. Juan De La Cruz Pension Fund

according to Articles 32, 33, and 34 of the Collective Bargaining Agreement.

Company further agrees to pay an increase to these Funds which shall be equal to the rate agreed upon by the Vegetable Master Agreement companies who hold contracts with the United Farm Workers Union, in the event such rates are increased on December 1, 1978.

Company's obligation to meet any increase in such contributions shall not commence prior to December 1, 1978, but on the date the other companies increase such payments.

MANAGEMENT RIGHTS

Included in Management Rights is the right of the company to receive from each employee a reasonable day's production.

EMPLOYEE INFORMATION

Company and Union agree that workers shall fill out employment cards provided by the Company at the Company's request which will furnish the following information to the Company and the Union will make known to its members that said information must be furnished as a condition of employment, as provided under state law:

1. Full and complete name;
2. Social Security Number;
3. Permanent residence address;
4. Local residence address;
NEGOITATIONS

It is agreed between the Company and the Union that prior to the expiration date of this Collective Bargaining Agreement the parties shall commence negotiations on a new Collective Bargaining Agreement and/or an extension of the present Collective Bargaining Agreement no later than sixty (60) days prior to the expiration date thereof. The parties agree that said negotiations shall be conducted in good faith with the intent of arriving at a Collective Bargaining Agreement prior to the expiration date of this Collective Bargaining Agreement.

Executed this 10th day of June, 1977.

FOR: UNITED FARM WORKERS OF AMERICA, AFL-CIO
BY: Eliseo Medina

FOR: DAVID FREEDMAN CO., INC.
BY: Lionel Steinberg

SUPPLEMENTAL AGREEMENT
BETWEEN
DAVID FREEDMAN CO., INC.
TRAVERTINE RANCHES
AND
UNITED FARM WORKERS OF AMERICA, AFL-CIO

WORKING CONDITIONS

Company agrees that the borders in the middle of the rows will be maintained during the harvest season in such a manner so as not to pose a health and safety hazard, taking into consideration that the Company must still be able to irrigate during the same harvest season.

CAMP

A. A cook needed for the proper operation of the camp shall be provided by the Company during pruning, suckering, thinning, and harvesting. There will be no cook paid after pruning until suckering commences. Also, no cook will be provided on Sundays. A cook shall be paid during temporary postponement of a particular crew operation, (pruning, suckering, thinning, harvesting) due to rain or other Acts of God.

B. In the intervals between suckering and thinning and harvesting, one cook in one kitchen will be paid.
C. Only employed workers shall be allowed to reside in the camp in the intervals between suckering, thinning, harvesting and pruning. This shall not apply to workers who arrive early to await the beginning of the season, as per past practices.

SENIORITY

1. Company and the Union agree that there shall be area seniority for steady workers. The areas are: Wonder Palms, DAFCO, BillBar Ranch, Ave. 74 Ranch, and Travertine Vineyards. Workers will be listed in seniority order, by job classification, for each area. The following job classifications shall be included: tractor drivers, irrigators, mechanics, shop maintenance man, and general labor.

In the event of a layoff in an area, the provisions of Article 4 Section D shall apply only to that area.

BILLBAR RANCH WORKING FOREMAN

Company agrees to provide fourteen dollars and fifty cents ($14.50) for gasoline to the BillBar Ranch Working Foreman.

Executed this 10th day of June, 1977.

FOR: UNITED FARM WORKERS OF AMERICA, AFL-CIO
BY: ELISEO MEDINA

FOR: DAVID FREEDMAN CO., INC.
BY: Lionel Steinberg