COLLECTIVE BARGAINING AGREEMENT

between

HIJI BROTHERS, INC.

and

SEAVIEW GROWERS, INC.

and

UNITED FARM WORKERS OF AMERICA, AFL-CIO

APRIL 1, 1978 to JANUARY 1, 1979

This Agreement and Supplemental Agreements attached hereto are between HIJI BROTHERS and SEAVIEW GROWERS, INC., hereinafter called the "Company", and the UNITED FARM WORKERS OF AMERICA AFL-CIO, hereinafter called the "Union". The parties agree as follows:
<table>
<thead>
<tr>
<th>ARTICLE NO.</th>
<th>TABLE OF CONTENTS</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>RECOGNITION</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>UNION SECURITY</td>
<td>3</td>
</tr>
<tr>
<td>3</td>
<td>HIRING</td>
<td>6</td>
</tr>
<tr>
<td>4</td>
<td>SENIORITY</td>
<td>10</td>
</tr>
<tr>
<td>5</td>
<td>GRIEVANCE AND ARBITRATION PROCEDURE</td>
<td>17</td>
</tr>
<tr>
<td>6</td>
<td>NO STRIKE - NO LOCKOUT</td>
<td>25</td>
</tr>
<tr>
<td>7</td>
<td>RIGHT OF ACCESS TO COMPANY PROPERTY</td>
<td>26</td>
</tr>
<tr>
<td>8</td>
<td>DISCIPLINE AND DISCHARGE</td>
<td>27</td>
</tr>
<tr>
<td>9</td>
<td>NONDISCRIMINATION</td>
<td>29</td>
</tr>
<tr>
<td>10</td>
<td>WORKER SECURITY</td>
<td>30</td>
</tr>
<tr>
<td>11</td>
<td>LEAVES OF ABSENCE</td>
<td>32</td>
</tr>
<tr>
<td>12</td>
<td>MAINTENANCE OF STANDARDS</td>
<td>38</td>
</tr>
<tr>
<td>13</td>
<td>SUPERVISORS</td>
<td>39</td>
</tr>
<tr>
<td>14</td>
<td>HEALTH AND SAFETY</td>
<td>40</td>
</tr>
<tr>
<td>15</td>
<td>MECHANIZATION</td>
<td>45</td>
</tr>
<tr>
<td>16</td>
<td>MANAGEMENT RIGHTS</td>
<td>46</td>
</tr>
<tr>
<td>17</td>
<td>UNION LABEL</td>
<td>47</td>
</tr>
<tr>
<td>18</td>
<td>NEW OR CHANGED JOB OPERATIONS</td>
<td>49</td>
</tr>
<tr>
<td>19</td>
<td>WAGES, HOURS OF WORK AND OVERTIME</td>
<td>50</td>
</tr>
<tr>
<td>20</td>
<td>REPORTING AND STANDBY TIME</td>
<td>52</td>
</tr>
<tr>
<td>21</td>
<td>REST PERIODS</td>
<td>53</td>
</tr>
<tr>
<td>ARTICLE NO.</td>
<td>PAGE</td>
<td></td>
</tr>
<tr>
<td>------------</td>
<td>------</td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>54</td>
<td></td>
</tr>
<tr>
<td>VACATIONS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>56</td>
<td></td>
</tr>
<tr>
<td>BEREAVEMENT PAY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>57</td>
<td></td>
</tr>
<tr>
<td>HOLIDAYS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>61</td>
<td></td>
</tr>
<tr>
<td>JURY DUTY AND WITNESS PAY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>62</td>
<td></td>
</tr>
<tr>
<td>RECORDS AND PAY PERIODS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>63</td>
<td></td>
</tr>
<tr>
<td>INCOME TAX WITHHOLDING</td>
<td></td>
<td></td>
</tr>
<tr>
<td>28</td>
<td>64</td>
<td></td>
</tr>
<tr>
<td>CREDIT UNION WITHHOLDING</td>
<td></td>
<td></td>
</tr>
<tr>
<td>29</td>
<td>65</td>
<td></td>
</tr>
<tr>
<td>ROBERT F. KENNEDY FARMWORKERS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MEDICAL PLAN</td>
<td></td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>66</td>
<td></td>
</tr>
<tr>
<td>JUAN DE LA CRUZ FARMWORKERS PENSION</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FUND</td>
<td></td>
<td></td>
</tr>
<tr>
<td>31</td>
<td>69</td>
<td></td>
</tr>
<tr>
<td>REPORTING ON PAYROLL DEDUCTIONS AND</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FRINGE BENEFITS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>32</td>
<td>70</td>
<td></td>
</tr>
<tr>
<td>INJURY ON THE JOB</td>
<td></td>
<td></td>
</tr>
<tr>
<td>33</td>
<td>71</td>
<td></td>
</tr>
<tr>
<td>BULLETIN BOARDS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>34</td>
<td>72</td>
<td></td>
</tr>
<tr>
<td>FAMILY HOUSING</td>
<td></td>
<td></td>
</tr>
<tr>
<td>35</td>
<td>73</td>
<td></td>
</tr>
<tr>
<td>SUBCONTRACTING</td>
<td></td>
<td></td>
</tr>
<tr>
<td>36</td>
<td>75</td>
<td></td>
</tr>
<tr>
<td>GROWER-SHIPPER CONTRACTS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>37</td>
<td>77</td>
<td></td>
</tr>
<tr>
<td>LOCATION OF COMPANY OPERATIONS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>38</td>
<td>78</td>
<td></td>
</tr>
<tr>
<td>MODIFICATION</td>
<td></td>
<td></td>
</tr>
<tr>
<td>39</td>
<td>79</td>
<td></td>
</tr>
<tr>
<td>SAVINGS/SEPARABILITY CLAUSE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>40</td>
<td>80</td>
<td></td>
</tr>
<tr>
<td>SUCCESSOR CLAUSE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>41</td>
<td>81</td>
<td></td>
</tr>
<tr>
<td>WAIVER OF BARGAINING</td>
<td></td>
<td></td>
</tr>
<tr>
<td>42</td>
<td>82</td>
<td></td>
</tr>
<tr>
<td>DURATION OF AGREEMENT</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
ARTICLE 1: RECOGNITION

A. The Company does hereby recognize the Union as the exclusive representative for all of the Company's agricultural employees (hereinafter called "workers" or "employees") in the bargaining unit set forth in the Agricultural Labor Relations Board's certification in case number 75-RC-3-M.

B. The term "worker" (or "employee") shall not include office and sales employees, security guards, management trainees, professional employees, members of the immediate families with ownership interests in the Company, 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.

C. If the Company acquires any additional properties by lease, rent or management for agricultural purposes in Ventura County, this Agreement shall cover employees working on that property. In the event of a dispute concerning whether such additional employees are in the bargaining unit, either
party may seek a determination from the Agricultural Labor Relations Board.

D. The Company agrees that no partnership, joint venture, or any other form of agricultural business operation shall be used to circumvent the obligations of this Collective Bargaining Agreement, subject, however, to the provisions of Article 37, Subcontracting, and Article 38, Grower-Shipper Contracts.

E. 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.

F. 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.

G. The Company will not interfere with the rights of any workers to join and assist the Union. Neither the Company nor the Union will discriminate against or give more favorable consideration to workers for their participation or non-participation in Union activities.

H. 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.
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 after five (5) days from the date of the signing of this Agreement, whichever is later; and to remain a member of the Union in good standing. The Union shall be the sole judge of the good standing of its members. Any worker who fails to become a member of the Union within the time limit set forth herein, or who fails to pay the required initiation fee, periodic dues, or regularly authorized assessments as prescribed by the Union, or who has been determined to be in bad standing by the Union, pursuant to the provisions of the Union's constitution, shall be immediately discharged 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.

B. The Company agrees to furnish to the 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 type of job classification.

C. The Company agrees to deduct from each worker's pay initiation fees, all periodic dues, and assessments as required
by the Union, upon presentation by the Union of individual authorizations signed by workers, directing the Company to make such deductions. The 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 authorizations 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. The Union will furnish the forms to be used for authorization and will notify the Company in writing of dues, assessments, and initiation fees within five (5) days of the execution of this Agreement and five (5) days before the effective date of any change.

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 ap-
plications and dues check-off authorization forms as provided by the Union.

E. The 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 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 addresses and phone numbers of such facility or persons near the location of the Company.

B. Company recalls of seniority workers shall be pursuant to Section C of Article 4.

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 facility in writing stating the number of workers need, 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 seasons 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 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.

E. When workers are requested of the Union, the 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 obtain such workers
as are needed and not furnished by the Union from any other source.
If the Company secures workers under this provision, the Company
will make available to the Union in writing five (5) days thereafer the names, Social Security number, date hired and job classifica
ion 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.

F. When the Company requests workers from the Union facility
which require skills or experience (such as tractor driver, irri
gator), the Union will refer workers who meet the job requirements.
Before the Company makes a determination that a worker does not
meet the job requirements, the supervisor will fully explain the
the job duties and requirements and give the worker a reasonable
time to meet the job requirements.
G. It is essential that the Union have advance notice of any layoff, so it may plan utmost utilization of available workers. Accordingly, the Company will notify the Union five (5) days in advance of any layoff, or as soon as possible prior to any layoff.

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

I. In the case of skilled employees such as tractor drivers and nursery transplanters, if the Union refers an applicant
who does not meet the job requirements the Company may refer specific individuals to the Union facility for immediate dispatch.

J. Workers who have been discharged for just cause shall not be referred. If they are referred the Company may reject them.
ARTICLE 4: SENIORITY

A. After an employee has worked for the Company at least fourteen (14) days within the preceding ninety (90) calendar days, he shall acquire seniority with the Company retroactive to his date of hire. Seniority is defined as the employee's continuous length of service with the Company, dating from his last date of hire. Layoffs are not a break in seniority. 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 workdays in the season. There shall be no layoffs for the purpose of circumventing acquisition of seniority. Seniority shall be utilized for the purposes specified in this Article.

B. Seniority shall mean the length of an employee's continuous service with the Company and shall be broken if an employee:

1. Quits;
2. Is discharged for just cause;
3. Is absent from work for three (3) consecutive working days without properly notifying the Company;
4. Fails to report to work at the termination of a leave of absence or vacation without approved extension in writing by the Company;
5. Is laid off and fails to report to work within three (3) working days after having been recalled;

6. Accepts other employment while on leave of absence;

7. Retires.

C. Any employee rehired after a loss of seniority as provided in Section B shall establish a new seniority date pursuant to Section A. If an employee is promoted to a job outside the bargaining unit and later is returned to the bargaining unit, he shall not lose his seniority, provided he is returned to the bargaining unit within three (3) months. If he is returned to the bargaining unit after three (3) months, he shall establish a new seniority date.

D. There shall be separate seniority lists for Seaview Growers, Inc., and Hiji Brothers, Inc. Each three (3) months beginning with the date of the execution of this Agreement, the Company shall provide the Union with current seniority lists showing the name of each employee, his date of hire, his Social Security number and job classification. The Company shall post the quarterly seniority list on its bulletin boards for examination by employees and the Union Ranch Committee.
The Union shall review the accuracy of the seniority lists and within ten (10) days shall present to the Company any errors it may find on such lists. Grievances filed within the ten (10) day period shall be subject to the Expedited Grievance and Arbitration Procedure. Thereafter, the Company shall be entitled to rely upon the accuracy of the lists.

E. The Company will provide to the Union on a monthly basis a list of employees, including their Social Security number, date of hire and job classification, who under Section B, lost seniority during the prior month.

F. The filling of vacancies, new jobs, making promotions, demotions, layoffs, recall from layoff, shall be on the basis of seniority, provided that they have the qualifications necessary to perform the work under normal supervision with reasonable efficiency.

G. Whenever there is a layoff in the work force, layoffs shall be by seniority order, with the workers with the lowest seniority laid off first. Whenever the Company recalls seniority workers, the Company shall recall by seniority order, with the worker with the highest seniority recalled first. Workers returning to work from 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.
H. When crews are reformed at the start of seasonal operation, it shall be done in seniority order as to who worked in those crews the prior season.

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

J. The Company shall notify the Union within five (5) work days of seniority workers laid off or recalled by giving each worker's name, Social Security number, seniority date, job or commodity classification, and a date of recall or layoff. Grievances relating to this paragraph shall be subject to the Expedited Grievance and Arbitration procedure.

K. The Company, when anticipating the recall of seniority workers, shall notify the worker and the Union in writing not less than two (2) weeks prior to the estimated starting date of the work, and such notice shall include worker's name, Social Security number, seniority date, job or classification and the approximate duration of the work. The Company shall then notify the workers by any or all of the following means in Section L.

The Company shall obtain from each employee a mailing address, where the Company can send the notices. It shall be the responsibility of each employee to notify the Company of any address change.
All notices of recall shall be in writing as per attached form in Appendix (B) of this Agreement and may be mutually agreed upon post-card form. All notices shall be mailed first class. The Company will mail to the Union a list of the employees to whom such notices have been transmitted, together with the reporting date for each employee and the address to which the notice was sent. When recall notices sent to workers are returned to the Company with postal service notification of non-delivery, the Union shall be notified of the worker's name and address from which the notice was returned, and the Company shall make available to the Union, on request, on such return notice. All such notice of recall shall make reference to Article 4 of the contract between Hiji Brothers, Inc., and the United Farm Workers of America. There shall be no recall by Labor Contractors. It is understood that the provisions of Section B of Article 3, Hiring, apply to the recalled worker.

L. The Company shall notify employees of the starting date by any or all of the following means: posting on the Company bulletin boards, posting at the Union office, radio announcements, and by providing the information to those workers who call the Company office. Such notice shall be given at least forty-eight (48) hours in advance of the starting date of work.
M. Employees intending to return to work shall so advise the Company at least two (2) work days prior to the specified starting date. Employees who fail to notify the Company of their intention to return will not be entitled to displace employees subsequently recalled, but so long as their seniority is not broken will be eligible for future recall.

N. The Company may periodically conduct training programs for skilled jobs such as Equipment Operator, Truck Driver and Pesticide Applicator. Such training programs will be posted on bulletin boards and workers desiring to qualify for promotion to the type of job posted may sign up for the training. Selection of applicants for training will be on a seniority basis. When a job vacancy occurs in any of these skilled jobs, the highest seniority worker who has completed the appropriate training program will be assigned to the job.

O. Whenever a vacancy occurs in a job classification with a higher rate than general labor and is not filled under Section N, such vacancy shall be posted on the Company's bulletin boards. A copy of such posting shall be provided to 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
rate job will so indicate by signing the posting. The senior worker, provided he or she has the qualifications to perform the work under normal supervision with reasonable efficiency, shall be selected for the vacancy and he or she shall be given a fair opportunity to qualify. If such worker cannot satisfactorily perform the job he or she shall return to his or her classification and rate. If no employee with the proper qualifications applies, the Company may hire under Article 3.

P. It is understood that the seniority may not be applied in temporary situations such as the time period before filling a permanent vacancy or filling in for absent employees.

Q. It is understood that the Company and the Union may agree in writing to make deviations from these seniority provisions regarding applications of seniority.
ARTICLE 5: GRIEVANCE AND ARBITRATION PROCEDURE

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 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.

B. Grievances shall be processed in the following manner:

Step 1. Any Grievances shall be immediately taken up between the supervisor involved and the Union Steward. They shall use their best efforts to resolve the grievance in one work day.

Step 2. If the grievance is not resolved in Step 1, the grieving party shall file the grievance in writing with the other party. The written statement of the grievance shall include a brief explanation of the nature of the grievance as it can be ascertained at the time, and the remedy requested.
The Company and the Union shall meet within ten (10) days after presentation of the written grievance. If no settlement is reached, the Company shall give its written answer including its reasons for denial within two (2) days following the meeting. A Union representative may fully participate in the Step 2 meeting.

Step 3. If the grievance is not settled in Step 2, the party filing the grievance may appeal it to arbitration by giving written notice of its desire to arbitrate to the other party as soon as possible after receiving its Step 2 answer, but in no event later than thirty (30) days after receiving such answer. The arbitrator shall not have the authority or jurisdiction to modify, detract from or alter any provisions of this Agreement. Within these limitations, the arbitrator's authority shall include:

1. awarding back pay to employees for any loss of earnings from the Company;
2. awarding damages to the Company in appropriate circumstances; and
3. ordering compliance by all parties with the provisions of this Agreement. Where past practice is relevant in determining the meaning of a particular provision, the arbitrator shall consider only
the past practice of the Company shall not consider the practice of any other company. The decision of the arbitrator shall be final and binding on the Company the Union, and the employee or employees involved. The expenses of the arbitrator, including his fee, shall be shared equally by the Company and the Union. Each party shall pay the cost of presenting its own case. If the parties have selected a permanent arbitrator, he may hear consecutive cases. Further, the parties may agree to an ad hoc arbitrator hear more than one case.

The arbitrator in his discretion may render a bench decision or may allow briefs.

The arbitrator shall be entitled to make a field inspection.

C. Grievances on discharges must be filed at Step 2 within seven (7) days following the discharge. All other grievances must be filed at Step 2 within thirty (30) days from the date of the occurrence of the alleged violation or the discovery of the facts giving rise to the grievance. Grievances not filed within these time periods shall be deemed waived. If the Company fails to answer the grievance within the time limits provided for a particular step, the Union may appeal the grievance to the next step within the time limits provided for appeal from that step.
D. Grievances initiated by the Company shall be filed in writing at Step 2 of the Grievance Procedure with the Union's Grievance Committee within thirty (30) days from the date of the occurrence of the alleged violation. Grievances not filed within the time limit are deemed waived. The Union shall give its written answer within two (2) days after the Step 2 meeting and if denied, the Company may appeal to arbitration under the provision of Step 3.

E. In those instances where the grievance remains unresolved following the Step 2 answer the parties may agree to seek the services of the California State Conciliation Service to mediate the dispute. The Conciliator and the parties shall use their best efforts to resolve the dispute as an alternative to arbitration. Where this method is used, the time period for appealing to arbitration under Step 3 shall be extended to forty-five (45) days from receipt of the Step 2 answer.

F. Where possible, grievances shall be processed outside of working hours.

The Company agrees to cooperate to make Union Stewards available to a worker or group of workers wishing to submit a grievance, and to make the Grievance Committee available
whenever their presence is required to perform their functions under this Agreement.

Aggrieved workers shall have the right to be present at each step of the grievance.

Time lost by the grievants, the Stewards, and Grievance Committee from their jobs in the processing of grievances shall not be paid by the Company.

In the event the Company requests a grievance meeting during regular working hours, the time lost by the grievant(s), the Steward(s) and Grievance Committee shall be without any loss of pay. In such cases the Company will cooperate in making employees available.

G. Where the presence of a particular supervisor, employee, or Union representative is necessary for the settlement of a grievance, the Company and the Union shall attempt to make such persons available at the appropriate step of the Grievance Procedure.

H. __________________________________________

________________________________________ shall be the initial permanent arbitrator.

________________________________________

or any other permanent arbitrator subsequently selected, may be replaced upon the request of either party after six (6) months by giving sixty (60) days
written notice to the other party. Upon giving such notice, the parties shall make a good faith effort to select a new permanent arbitrator. In the event they cannot agree, not later than fifteen (15) days after the need for an arbitrator arises, they shall request a list of eleven arbitrators from either the American Arbitration Association or the Federal Mediation and Conciliation Service. After receipt of the list, the parties shall meet to select an arbitrator for each grievance. If the parties cannot agree upon the selection of an arbitrator, then they shall turn to the list of arbitrators received under procedures of this Section. The party to strike first shall be selected by a coin toss. That party shall strike the first name from the list. The name remaining after each party has struck five shall be the person designated as arbitrator for the particular grievance.

I. 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.

J. Grievances specified elsewhere in this Agreement as subject to the expedited Grievance and Arbitration Procedure may, at the request of the party filing the grievance, and with written notice to the other party, be expedited to arbitration as follows:
After such a grievance has been reduced to writing, the grieving party may request and there shall be a Second Step meeting within two (2) workdays 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 written notice to the responding party, that the grievance be referred to the arbitrator within three (3) workdays 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.

K. In the event of any violation of Article 7, No-Strike - No-Lockouts, the parties agree to make an immediate joint effort to end the violation. The party aggrieved by the violation may immediately refer the matter to the arbitrator and the arbitrator shall immediately issue an order, orally, and in writing, directing the other party to cease and desist from the violation.

L. Should either party fail or refuse to participate in any steps of the grievance machinery, the grieving party shall have the right to refer the matter immediately to Step 3 and apply to the arbitrator for a formal hearing. An application for such a hearing may be ex parte, provided that
the applying party has given reasonable notice to the opposing party of its intention to proceed to arbitration and of its application to the arbitrator. If the arbitrator finds that he or she has the authority under the terms of this Agreement to hear the matter, he or she will so notify both parties and proceed to schedule a formal hearing on the merits of any such petition or grievance. Such hearing may be ex parte, i.e., with only one side present, provided that the parties have both received at least two (2) weeks notice of the hearing. The permanent arbitrator may temporarily delay an ex parte hearing to permit immediate bona fide efforts to settle an issue without a hearing.
ARTICLE 6: NO STRIKE - NO LOCKOUT

A. There shall be no strikes, picketing, slowdowns or other interruptions of work during the term of this Agreement, nor shall the Union boycott any of the Company's products.

B. There shall be no lockouts by the Company during the term of this Agreement.

C. If any of said events occur, the officers and representatives of the Union and/or the Company, as the case may be, shall do everything within their power to end or avert such activity.
ARTICLE 7: RIGHT OF ACCESS TO COMPANY PROPERTY

A. Duly authorized and designated representatives of the Union (not exceeding three (3) in number) 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 will be 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 upon request by the Company supervisor.
ARTICLE 8: DISCIPLINE AND DISCHARGE

A. 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 this 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 he or she so desires, and the right to interview the worker in private for a reasonable period of time. Provided, however, if no Steward or Union representative is available within fifteen (15) minutes one-way by car or fails to show up within fifteen (15) minutes of being notified and released the Company may take action and must give written notice of the action taken as provided in Section C below.

C. Written notice of the reasons for a discharge or suspension shall be given to the worker involved and the Union within two (2) work days after such action. A letter which is postmarked within two (2) calendar days or received by the Union within two (2) work days shall be considered to be in compliance with this notice requirement. The time limit for filing grievances relating to discharges under Article 5,
Grievance and Arbitration Procedure, shall begin to run upon the Union's receipt of this written notice.

D. Individual production pace in relation to a piece rate or incentive plan shall not be conclusive evidence for the purpose of disciplining or discharging a worker except where the employee's performance is substantially below the normal performance of the Company's employees. This Section shall not, however, constitute any limitation on the Company's rights to discipline or discharge for unsatisfactory work performance. Discharge or other disciplinary actions are subject to the Grievance and Arbitration provision of the Agreement.
ARTICLE 9: NONDISCRIMINATION

In accordance 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, union activities or lack thereof. In addition, there shall be no discrimination based on language spoken provided that the employee can communicate sufficiently to carry out the requirements of his job.
ARTICLE 10: WORKER SECURITY

A. Any employee may refuse to cross a lawful picket line against another company and the Company shall not discipline or discharge employees for refusing to cross such a picket line, provided that the picket line is sanctioned by the Union and the Company has been notified pursuant to Section D.

B. No employee shall be required to perform work that normally would have been performed by employees of another company who are engaged in a lawful strike sanctioned by the Union.

C. For the purpose of this Article, a "lawful" picket line is one that is not related to a strike in violation of a contractual no-strike provision between an employer and the United Farm Workers of America, AFL-CIO, or one which is not unlawful under the Agricultural Labor Relations Act.

D. In the event there is a picket line sanctioned by the Union in the immediate geographical area of the Company, and there is reason to believe that a picket line could affect the Company operations, the Union will notify the Company in writing.
E. The provisions of this Article are not limitations on the rights of the Company as set forth in Article 38, Grower-Shipper Contracts. The provisions of Article 14, Health and Safety, also apply.
ARTICLE 11: LEAVES OF ABSENCE

A. A leave of absence shall be granted to seniority workers upon 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;

2. a. Up to two years for illness or injury of worker requiring absence from job. The Company may require substantiation by medical certificate or other adequate proof of illness.

   b. Maternity Leaves. A maternity leave of absence shall be granted to workers for a period of up to twelve (12) months in order that seniority may be maintained during the period of pregnancy and delivery. Additional leave time shall be approved for up to three (3) months by a doctor's certificate, if the Company so requires. Prior to the end of the third month of pregnancy or as soon as possible thereafter, the worker shall request the leave in writing. Such request shall indicate the date requested for the leave to commence and the date requested for return and shall be accompanied by a physician's statement which establishes the anticipated date of delivery. If there is a job
that the pregnant worker can more easily perform, the Company shall transfer the worker to that job, but no reassignment will be made if it will cause the layoff of another worker, and other workers shall not be required to change their current job assignments without their consent.

c. The Company may ask for a statement from the worker's doctor that he or she is able to resume working after a medical or pregnancy leave. If the Company has a concrete identifiable basis for believing that the worker is not able to continue or resume working, upon consulting with the worker and, if the worker so permits, the Ranch Committee, the Company may ask that the worker be examined by the Company's doctor, at the Company expense. Such examination and recommendation shall not cause the worker loss of his or her seniority by reason of submitting to such an examination.

3. For valid personal reasons, not to exceed two (2) months, 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. Leaves of absence shall be extended by the Company for a valid personal reason, if a request for such 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 for valid personal reasons if the worker has special circumstances which require additional time.

The parties recognize that due to the seasonal nature of the Company's operations, it is not always possible to grant leaves of absence for valid personal reasons during the peak operating season in the type of work involved. Accordingly, where more workers want a leave of absence for valid personal reasons than can reasonably be spared, such leaves will be scheduled as follows: Leaves of absence shall be allocated on the basis of seniority, with the worker with the highest seniority having first preference for a leave of absence period, provided that where a leave of absence for valid personal reasons has been granted two (2) or more months in advance to a junior employee, he shall not be required to forego his leave in favor of a senior worker except as stated.
in the following sentence. However, where a worker requests an emergency leave, the Union and the Company may agree to his or her leave in preference over another worker who would otherwise have preference according to this provision of this Section.

B. 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, provided that no more than seven (7) workers (or more than ten percent (10%) or one (1) worker, whichever is greater, from any established crew or classification) shall be entitled at any one time to the leaves of absence under this section. Ten (10) days notice must be given to the Company before the worker takes leave to accept such office or position or chooses to return to work. Seniority shall not be broken or suspended by reason of such leave.

C. A temporary leave of absence 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. The Union shall use its
best efforts to give one week's notice, but in no event shall give less than two (2) days notice prior to the commencement of any such leave.

2. Such leaves of absence shall only be granted to workers engaged in the following types of work: harvesting, hoeing and thinning and tomato pre-harvest work, not to exceed ten percent (10%) of any such crew; celery transplanting, not to exceed one (1) worker from the crew; and a total of five (5) workers from the nursery operations (not more than ten percent (10%) or one (1) worker from each classification, whichever is greater).

3. This section shall not apply to crops which are harvested in less than sixty (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.

5. It is understood that the Union intends to utilize this section on an infrequent basis,
no more than four (4) times in a calendar year nor more than two (2) times in a calendar quarter.

D. Leaves of absence under this Article shall be without pay, except as specifically set forth elsewhere in this Agreement. Seniority shall accumulate during leaves of absence, and, upon returning, the worker shall be reinstated without loss of seniority to his classification at the current scale of wages. Failure to report to work at the end of an approved leave of absence, or accepting employment with another employer during a leave, shall terminate seniority in accordance with Article 4, Seniority.
ARTICLE 12: MAINTENANCE OF STANDARDS

The 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 this date of this Agreement, except as they are changed or eliminated by this Agreement or Supplemental Agreement.
ARTICLE 13: SUPERVISORS

Supervisors and other employees not included in the bargaining unit shall not perform any work covered by this Agreement, except for training, experimentation, emergencies, or where there is a situation that would interrupt work operations. This paragraph shall not be used as a basis for the purpose of avoiding the recall of bargaining unit workers from work that they would normally perform, or unless otherwise provided by the Supplemental Agreement.
ARTICLE 14: HEALTH AND SAFETY

The Company and the Union recognize the need to protect and conserve human life, water, soil and vegetation. The Company and the Union are concerned with the health and safety of the workers and the working conditions provided for them. Agricultural chemicals, when used incorrectly, may be harmful to employees and, accordingly, the Company and the Union agree as follows:

A. The Union shall cause to be formed a Health and Safety Committee (the "Committee") comprised of up to seven employees. The Committee shall have access to all records concerning the use of agricultural chemicals upon reasonable notice given to the Company. The Company shall consult with the Committee regarding the formulation of rules and practices relating to the health and safety of employees, including but not limited to the following: (1) use of agricultural chemicals; (2) the use of garments, materials, tools and equipment as they may affect the health and safety of employees; and (3) sanitation conditions.

B. The Company expressly agrees to strictly abide by and strictly comply with all applicable federal and state laws, rules and regulations pertaining to the storage and use of herbicides, pesticides and fungicides and re-entry restrictions into fields after application of such substances. Banned
chemicals shall not be used including, but not limited to: DDT, DDD, DDE, ALDRIN AND DIELDRIN.

C. The following information concerning the use of agricultural chemicals shall be kept and made available to the Committee and to any other authorized Union representative:

1. The size and location of fields treated or to be treated and showing the crops or plants being grown.

2. Pesticides and agricultural chemicals used, including brand names plus active ingredients or chemical name and registration number on the label.

3. Dates and times applied or to be applied.

4. Amount of each application and its concentration per acre.

5. Method of application.

6. Person who applied the chemical.

7. Permissible field re-entry date and date of harvest.
D. In addition to the information set forth in Section C above, the Company will make available to the Committee information concerning the regular application of organophosphate materials. When the Company applies organophosphates, any workers involved in their application will be given, at Company expense, one baseline cholinesterase test and any other additional tests as may be required by law and, if requested by Union and authorized by the worker(s) involved, the results of such tests shall be made available to an authorized Union representative. The past practice of regular cholinesterase tests on workers who regularly apply such chemicals, where it is more frequent than legally required, shall continue.

E. A representative of the workers who accompanies an authorized inspector under the Federal Occupational Safety and Health Act (OSHA) or State acts in conformity with the Federal Act (CAL-OSHA) during a physical inspection of a work place covered by this Agreement shall receive his regular rate of pay for the time devoted to accompanying the inspector during the physical inspection. A worker's regular rate of pay shall be the hourly rate when paid on an hourly basis, or the average piece rate earnings on the day of the inspection when the employee is paid on a piece rate basis.

F. Tools and equipment and protective garments necessary to perform the work and/or 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 equipment that is checked out to them, but shall not be responsible for breakage or normal wear and tear. Workers should 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. No worker under this Agreement will be required to work in any work situation which would imminently endanger his health or safety.

H. There shall be adequate toilet facilities, including handwashing facilities, separate for men and women, in the field and readily accessible to workers, that will be maintained by the Company in a clean and sanitary manner. These may be portable facilities and shall be maintained at ratios in accordance with applicable laws, rules and regulations.

I. 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 also be provided.

J. Adequate first aid supplies shall be provided and kept in clean and sanitary dust-proof containers.
K. Any violation of this Article shall be subject to the expedited Grievance and Arbitration Procedure set forth in Article 5 of this Agreement.
ARTICLE 15: MECHANIZATION

In the event the Company anticipates mechanization of any operation of the Company that will permanently displace workers, the Company before commencing such mechanical operations shall meet with the Union to discuss training of displaced workers to operate and maintain new mechanical equipment, the placement of displaced workers in other jobs with the Company, the training of such workers for other jobs with the Company, or the placing of such workers on a preferential hiring list which the Company and the Union will use in conjunction with Article 3, Hiring.
ARTICLE 16: MANAGEMENT RIGHTS

Except as limited by other provisions of this Agreement, the Company retains all rights of management including the following: (1) to decide the nature of equipment, machinery, methods or processes used; (2) to introduce new equipment, machinery, methods or processes, and to change or discontinue existing equipment, machinery or processes; (3) to determine the products to be produced, or the conduct of its business; (4) to direct and supervise all of the employees, including the right to assign and transfer employees; (5) to determine when overtime shall be worked and whether to require overtime; (6) to determine the means and methods by which work is to be performed; and (7) to establish the size of crews or the number of employees and classifications in any operation.
ARTICLE 17: UNION LABEL

A. During the terms of this Agreement, the Company shall be entitled to the use of the Union Label. It is agreed that during the term of this Agreement each shipping package or container harvested and packed by bargaining unit employees and shipped by the Company shall bear the Union Label or Seal.

B. The Union Label and Union Seal are and shall remain the sole property of the Union. The 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. 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 Company shall make available to the designated Union representatives, at the Union's request, the following information as to its use of the Union Label:

1. Trademark registration;
2. Printing source;
3. Number of labels used.
D. 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 damage 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 the Union, the Label or Seal shall be completely obliterated on any package, container or unit.

E. 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 JOB OPERATIONS.

In the event any new or changed operation or new or changed classification is installed by the Company, the Company shall have the right to temporarily set the wage scale or working conditions in relation to the classification and rates of pay in Appendix "A" and shall notify the Union at least one (1) week before such action whether or not the Union has agreed to the proposed rate. The Company may put it into effect after such notice. Within fifteen (15) days thereafter the parties shall meet to negotiate a wage scale and working conditions. In the event such wage scale and working conditions cannot be agreed upon mutually by the parties, the same shall be submitted to the Grievance and Arbitration Procedure for determination beginning at the second step. Any wages agreed upon shall be effective retroactive to the date of the installation of such new or changed operation or new or changed classification.
ARTICLE 19: WAGES, HOURS OF WORK AND OVERTIME

A. Overtime: The following overtime provisions apply to all hourly workers except irrigators:

**Daily Overtime**

A premium of thirty-five cents (35¢) per hour shall be paid for all hours worked in excess of nine (9) hours in any one day. All hours worked in excess of ten (10) hours in one work day shall be paid at the premium rate of time and one half the regular straight time rate.

**Saturday Overtime**

On Saturday, or any other day agreed upon between the Company and the Union to be treated as Saturday, workers shall receive time and one half their regular straight time rate of pay for all hours worked.

B. **Night Shift Premium:** A night shift premium of twenty-five cents (25¢) per hour shall be paid to employees who work a majority of their shift between the hours of 6:00 p.m. and 6:00 a.m.

C. There shall be no pyramiding of overtime or night shift premium.

D. Meal time breaks shall be one half (1/2) hour and are not compensated for nor counted as hours worked under the provisions of this Agreement.
E. When a worker performs in a higher rated job he shall be paid at a higher rate for all time so worked, but shall in any event not be paid such higher rate for less than one (1) hour in such day.

F. When a worker is working as a trainee for qualification for a higher rated job, he shall be paid for such training period at his regular rate of pay for a time period not to exceed twenty-eight (28) continuous calendar days. The only exception to this Section is Tractor Driver C.

G. Wage rates for specified job classifications are set forth in Appendix "A" attached hereto.
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 regular hourly rate of pay or the worker's average hourly piece rate earnings based on the preceding payroll week.

If workers commence work and they are furnished less than four (4) hours of work, hourly paid workers shall be paid at least four (4) hours that day at their hourly rate of pay, and piece rate workers shall be paid the piece rate earned during the time worked and general field harvesting hourly rate for the remaining time up to four (4) hours that day.

This Section shall not apply where work covered by this Agreement is delayed or cannot be carried out because of rain, frost, government condemnation of crops, or other causes beyond the control of the Company.

B. A worker shall be paid for all time he is required to remain on the job at the hourly rate. This shall not apply to piece rate workers after they commence work.

C. Any call may be rescinded by notification to employees at least six (6) hours prior to the time scheduled for reporting to work.
ARTICLE 21: REST PERIODS

Workers shall have paid rest periods of ten (10) minutes each, which, insofar as practical, shall be in the middle of each four (4) hour work period or major fraction thereof.
ARTICLE 22: VACATIONS

A. Vacation pay shall be granted to eligible workers who qualify for such vacations. Workers shall be eligible following the first anniversary of employment and annually thereafter for vacation pay and a one-week vacation, provided that, in order to qualify for vacation pay, the worker shall work the hours set forth below in the prior twelve (12) months. Vacation pay will be the percentage specified below of the worker's gross Company earnings in the prior twelve (12) months. Ending with this anniversary date:

| Hourly Workers | $1,000 and up - 2% |
| Piece Rate Workers | 700 and up - 2% |

An employee who has completed his fourth anniversary date in the prior twelve (12) months shall receive double the above vacation benefits in the following year.

An employee who has completed his eight anniversary date in the prior twelve (12) months shall receive 2½ times the above vacation benefits in the following year.

B. Employees who have qualified for vacation shall be allowed time off with the consent of the Company without loss of seniority.

C. Vacation pay shall be payable at the time the employee takes his vacation, except a worker may waive his or her vacation
period. If an employee quits or is discharged he shall be entitled to vacation pay provided he has met the eligibility requirements of this Article.

D. If a paid holiday set forth in Article 24 falls during an employee's vacation period he shall receive the holiday pay, provided he meets the eligibility requirements of Article 24.

E. Employees who received vacation and summer bonus pay in 1977, shall receive the greater of that amount or the amount calculated pursuant to Section A.

F. Vacation schedules shall be mutually agreed upon, except 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.
ARTICLE 23: BEREAVEMENT PAY

A seniority employee who misses his scheduled work in order to attend the funeral of a member of his immediate family (father, mother, child, brother, sister, husband or wife, mother-in-law, or father-in-law) shall be paid what he would have earned if he had been working for the Company, not to exceed three (3) days. Before making such payments, the Company may require the employee to present 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. Labor Day
2. Thanksgiving Day
3. Christmas Day
4. New Years Day

Holiday pay shall be nine (9) hours of pay at the employee's regular straight-time hourly rate of pay or average daily earnings for piece rate employees based on the preceding payroll week.

Employees required to work on a holiday shall be paid one and one half (1-1/2) times their regular straight-time rate of pay in addition to holiday pay.

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

B. To be eligible for holiday pay as provided in Section A, an employee must work at least five (5) days during the two payroll weeks immediately preceding the payroll week in which the holiday falls and must work the last scheduled workday preceding the holiday and the first scheduled workday
after the holiday, except that if the next scheduled work-
day after the holiday is more than five (5) calendar days
after the holiday, this requirement for work on the schedu-
led workday after the holiday shall not apply.

C. Work performed on the following day shall be paid
at the rate of time and one half (1-1/2) of the worker's
regular rate of pay.

1. Memorial Day
D. CITIZENSHIP PARTICIPATION DAY. The second Saturday of August of each year during the term of this Agreement shall be designated as "Citizenship Participation Day". All workers on "Citizenship Participation Day" shall receive nine (9) hours pay at their regular straight time hourly rate. Such nine (9) 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 workers' 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 such day.

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

The 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 25  JURY DUTY AND WITNESS PAY

A seniority employee summoned to appear to serve on a jury or as a witness in a judicial or administrative hearing not involving the Company shall be eligible for pay if he misses work as a result of such service.

The Company shall pay the employee an amount equal to the difference between the amount of pay he would have received from the Company for all of his scheduled work hours and the amount he received for complying with the summons. To receive pay under this provision, the employee must provide the Company with the summons for his appearance and documentary evidence of the amount of fees received for performing such service.
ARTICLE 26: RECORDS AND PAY PERIODS

A. The 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's piece rate production records and year to date hours. A true copy of the foreman's daily record of piece rate production for crews paid on a crew basis shall be given to the appropriate Steward.

B. The Union shall have the right, upon reasonable notice given to the Company, to examine time sheets, work production of other records that pertain to worker's compensation.
ARTICLE 27  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.
ARTICLE 28  CREDIT UNION WITHHOLDING

A. 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 monies and a summary report shall be forwarded on a monthly basis to that organization at P. O. Box 62, Keene, California 93531, or such other address as designated by the Administrator of the Fund.

B. The Union shall 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 provisions of this Article.
ARTICLE 29 - ROBERT F. KENNEDY FARMWORKERS MEDICAL PLAN

A. The Company shall, beginning with the effective date of this Agreement, contribute to the Robert F. Kennedy Farmworkers 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 hereunder on fringe benefit plans shall be computed on the preceding monthly payroll period for every worker covered by the Collective Bargaining Agreement. In conjunction therewith, a monthly summary report will be submitted in or before the twentieth (20th) of every month covering the preceding monthly payroll for which contributions for fringe benefits are due. The monthly summary report shall include the worker's names, Social Security numbers, total hours worked by workers, total number of workers and amount of contributions. The monies and summary report shall be remitted to the Robert F. Kennedy Farmworkers Medical Plan, P.O. Box 92169, Los Angeles, California 90009, or such other address as designated by the Administrator of the Plan.
ARTICLE 30 JUAN DE LA CRUZ FARM
WORKERS PENSION FUND

A. The Company shall, beginning with the effective date of the Agreement, contribute to the Juan De La Cruz Farmworkers Pension Fund fifteen (15¢) cents per hour for each hour worked by all workers covered by this Agreement.

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 the Union and the Internal Revenue Service has issued an advance determination that such plan meets the requirements of Part 1, Subchapter D of Chapter 1 of the Internal Revenue Code of 1954. Upon receipt of a copy of such advance determination, the Company shall promptly take all action required to be performed by it in order to cause such impounded contributions to be transmitted to the Plan trustees.

C. All contributions due hereunder on fringe benefit plans shall be computed in the preceding monthly payroll period for every worker covered by the Collective Bargaining Agreement. In conjunction there with, a monthly summary will be submitted on or before the twentieth (20th) of every month covering the preceding monthly payroll for which contributions for fringe benefits are due. The monthly summary report shall include the worker's names, Social Security numbers, total
hours worked by workers, total number of workers and amount of contributions. The monies and summary report shall be remitted to the Juan De La Cruz Farmworkers Pension Fund, P.O. Box 39122, San Francisco, California, 94319, or such other address as designated by the Administrator of the Fund.
ARTICLE 31 REPORTING ON PAYROLL DEDUCTIONS AND FRINGE BENEFITS

All contributions due hereunder on fringe benefit plans shall be computed on the preceding payroll period for every worker covered by the Collective Bargaining Agreement. In conjunction therewith, a monthly summary report will be submitted on or before the twentieth (20th) of every month covering the preceding monthly payroll for which contributions for fringe benefits are due. The monthly summary report shall include the employees' names, Social Security numbers, total hours worked by workers, total number of workers and amount of contributions.
ARTICLE 32 INJURY ON THE JOB

Whenever a worker is injured on the job to the extent medical attention is received, the Company shall agree to pay full day's wages or average earnings for that day. The Company may require a doctor's certificate if the worker could not return to work that day.
ARTICLE 33 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. Such notices shall not be in violation of Article 1, Section F of this Agreement.

Such bulletin boards will be approximately three feet by three feet (3' x 3'), enclosed in glass or other unbreakable transparent material with locks and keys. A bulletin board will be placed at the following locations: Treshler Ranch, Round Mountain Ranch, Home Ranch and El Rio Nursery. One key will be maintained by the Company, one by the Ranch Committee and one by the Union.
ARTICLE 34 FAMILY HOUSING

The Company and the Union recognize that one of the most serious needs of farm workers, particularly migrant farm families, is adequate family housing. The Company will take such action as it deems appropriate to encourage the planning, financing and construction of low-cost farm worker housing in important agricultural locations. The Union will also take such action as it deems appropriate to encourage the planning, financing and construction of low-cost farm worker housing in important agricultural locations.
ARTICLE 35 SUBCONTRACTING

The parties understand and agree that the hazards of agriculture are such that subcontracting may be necessary and proper to conduct efficient farming operations on a timely basis. Subcontracting may be necessary in areas such as land leveling, custom land work, precision planting, applying agricultural chemicals or pesticides, soil fumigation, combined row cutting and fertilization, and where specialized equipment not owned by the Company is required. It is understood and agreed that the Company shall not subcontract to avoid the obligations of this Agreement.

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

A. Subcontracting is permissible under this Agreement where skilled workers in the bargaining unit do not have the skills to operate and maintain the equipment or perform the work of a specialized nature, or unless otherwise provided by Supplemental Agreement.

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

C. The Company shall notify the Union in advance of any subcontracting.
ARTICLE 36 GROWER-SHIPPER CONTRACTS

It is recognized by the Company and the 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, packer 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 the Company may have such an interest; provided such partnership, joint venture of other legal contractual relationship by the Union against any other party to the partnership, joint venture, of other legal contractual relationship, and it is understood the filing of a petition under the Agricul-
tural Labor Relations Act does not constitute interference under this paragraph. In the event the Company enters into a partnership, joint venture, or other legal contractual relationship with a grower, packer and/or shipper for the growing, packing, harvesting, or selling of a crop, the Company shall notify the Union within five (5) days of such arrangements.

The protections given by the Union to the Company under the provisions of this Article shall not be operative for a period in excess of the crop year of 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 of other legal contractual relationship at the time of entry thereof.
ARTICLE 37  LOCATION OF COMPANY OPERATIONS

The Company shall provide, upon request, the locations of the Company's agricultural operations for use by Union representatives pursuant to Article 7 of this Agreement, Access to Company Property.
ARTICLE 38 MODIFICATION

No provision or terms of this Agreement may be amended, modified, changed, altered or waived except by a written document executed by the parties hereto.
ARTICLE 39  SAVINGS/SEPARABILITY CLAUSE.

The provisions of this Agreement are subject to limitations of any applicable State or Federal Law, and in the event any portion of such law affects the validity of any portion hereof, only that portion of this Agreement shall no longer be applicable or effective in accordance with such laws, but such laws will not terminate, invalidate or affect the remainder of the Agreement.
ARTICLE 40  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.
The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not, except as otherwise provided in this Agreement, be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement; provided, however, that the creation of new classifications or changes in existing classifications shall be subject to Article 18, New of Changed Job Operations.
ARTICLE 42 DURATION OF AGREEMENT

This Agreement shall be in full force and effect from April 1, 1978, to and including January 1, 1979. This Agreement shall automatically renew itself upon expiration of this Agreement unless either of the parties shall have given notice in writing to the other party sixty (60) days prior to the expiration, requesting negotiations for a new Agreement, together with thirty (30) days prior written notice to the State Conciliation Service. During this sixty (60) day period all terms and conditions of this Contract shall remain in full force and effect.

Executed this [Day of May, 1978.

UNITED FARM WORKERS OF AMERICA, AFL-CIO

Cesar E. Chavez

Gilbert Padilla

Ben Maddock

Ubaldo Ortega

Ricardo Garcia

Pablo Ramirez

Concepcion Martin

HIJI BROTHERS, INC. and SEAVIEW GROWERS, INC.

T. Hiji

Thomas Sato

Shigeo Kanamori

S. Kanamori

Emma
1. General Nursery Worker
   Performs various duties related to the growing operation of the plants.

2. Irrigator
   Waters plants as directed by Company and other general labor jobs.

3. Irrigator Set On and Set Off
   Includes General Nursery duties and the placement and removal of plants and containers for the transplants and the watering of the newly transplanted plants.

4. Forklift / Skin Loader / Tractor Driver / General Labor (Combined Job)
   Operates equipment to move materials as directed by the Company. Performs other nursery duties and routine maintenance of equipment. Pulls trailers with tractor or other equipment.

5. Truck Driver / Fork Lift Operator / Sprayer / General Labor / (Combined Job)
   Drives truck to transport plants and materials, performs routine maintenance and general nursery duties, pulls trailers, operates spray machine, mixes solutions and operates forklift to load and unload.
6. Benjamin Reyes and Norberto Martin
Duties for the above are listed in the Combined Jobs
of Section 4 & 5.

7. Transplanter - Price rate job
Stamps holes in soil for transplanting and transplants
seedlings from one container to another.

JOB CLASSIFICATION DESCRIPTION

FIELD

GENERAL FIELD AND HARVEST
Hourly work. Classification covers general field harvesting,
pruning of crops, occasional work as an unskilled helper,
bracing (installing reinforcement stakes for pole tomatoes),
string cutting and other clean-up operations after the tomato
harvest (i.e., gathering twine, pulling out stakes, picking
up string, broken stakes and litter in field), and miscela-
noeous duties not otherwise covered by other wage classifi-
cations or new changed operations that may be subject to
Article 18, New or Changed Job Operations.

Vegetables
1. Celery Transplant
Hourly rate operations. While on transplanter machine,
worker picks from top of planting units or carrying rack
on side of unit and inserts into planters into grippers
which are six (6) inches apart, and machine plants.
Workers follow machine and hand plant celery plants in
spots skiped by machine using trowel supplied by Company.

2. Celery Harvest

Hourly operations. Cuts and trims stalks according to Company instructions and places them in Company supplied containers.

3. Cutting Crew

Cabbage and romaine and other mixed lettuce includes head lettuce piece rate operations, paid per carton and divided equally among members of the crew. Jobs in crew consists of cuters, packer, stitchers, box boy, and loaders working under direction of Company foreman. Assembles cartons according to size, commodity and Company name, cuts trims and cleans vegetables, discarding diseased and immature heads. Packs by size, taking care to minimize damage to vegetables, closes cartons and loads onto trucks. Jobs rotated to provide equal distribution of different working conditions in this operation.

4. Cucumbers, Tomatoes, and Bell Peppers Harvest

Hourly operations; picks fruit and color according to Company instructions and places the fruit into Company supplied containers.

5. Thin and Hoe

Hourly operation. Using the appropriate equipment and method workers remove excess plant growth in accordance with the instructions of the Company.
IRRIGATOR
Installs, moves and services the appropriate irrigation system for the distribution of water to the farming operations as directed by the Company. Performs other duties as needed.

TRACTOR OPERATOR 'B'
Includes field fork lift operator and topper operator. Includes disk plowing, harrowing, land planning, loading and unloading bins and produce in field. Operating topper machine in tapping celery to height required by Company.

IRRIGATOR SUB FOREMAN
Leads the installation of irrigation system for the distribution of water to farming operations as directed by Company. Perform other duties as needed.

TRACTOR OPERATOR "C"
Moves trailers with equipment, as directed by Company. Drives water truck.

TRACTOR OPERATOR "A"
Precision planting, application of agricultural chemicals precision border driving, motor grading in building roads and building ditches, listing, and other earth moving duties. Operator may be required to make minor equipment adjustments and routine maintenance on equipment.
TRUCK DRIVERS TWO AXLE - BOB TAIL TRUCK
Drivers two-axle 6-wheel truck. Hauls the loads and empty containers to and from field and shed. Performs routine maintenance. Drive's forklift to load and unload truck.

TRUCK DRIVERS (THREE AXLE - TEN WHEELER)
Drivers three axle truck in conjunction. Hauls the loads and empty containers to and from field and shed. Performs routine maintenance drivers forklift to load and unload truck.

MECHANIC
Inspects and repairs equipment as needed. Tears down and rebuilds machinery.

TONY SANTOS (WORKING FOR MAN)
Directs precision planting and does precision planting includes straight row driving.
### APPENDIX "A": WAGES

**FIELD**  
**March 1 1978**

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
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<tr>
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<tr>
<td>Irrigator</td>
<td>3.55</td>
</tr>
<tr>
<td>Irrigator Sub-Foreman</td>
<td>3.70</td>
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<tr>
<td>Tractor Driver C</td>
<td>3.75</td>
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<tr>
<td>Tractor Driver B</td>
<td></td>
</tr>
<tr>
<td>Topper Operator, Field Forklift</td>
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<tr>
<td>Tractor Driver A</td>
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<tr>
<td>Bob Tail Truck Driver 2 Axle</td>
<td>4.40</td>
</tr>
<tr>
<td>Ten Wheel (3 Axle) Truck Driver</td>
<td>4.90</td>
</tr>
<tr>
<td>Mechanic</td>
<td>5.25</td>
</tr>
<tr>
<td>Tony Santos (Working Foreman)</td>
<td>5.10</td>
</tr>
</tbody>
</table>

### FIELD PIECE RATE . CREW PIECE RATE

<table>
<thead>
<tr>
<th>Product</th>
<th>Rate</th>
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<tr>
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<td>.475</td>
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<tr>
<td>Cabbage</td>
<td>.56</td>
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<tr>
<td>Green Leaf Lettuce</td>
<td>.45</td>
</tr>
<tr>
<td>Red Leaf Lettuce</td>
<td>.45</td>
</tr>
<tr>
<td>Boston Lettuce</td>
<td>.45</td>
</tr>
<tr>
<td>Iceberg Lettuce 2 Dozen</td>
<td>.56</td>
</tr>
<tr>
<td>Iceberg Lettuce 2 1/2 Dozen</td>
<td>.62</td>
</tr>
</tbody>
</table>
NURSERY  

March 1, 1978

General Labor ........................................ 3.45
Irrigator .............................................. 3.55
Irrigator and Set-on and Set-off ............... 3.60
Tractor Driver/Fork Lift Operator/
General Labor/Skip Load/Combined Job .......... 3.65
Tractor Driver/Fork Lift Operator/General
Labor/Sprayer/Combined Job ....................... 3.75
Benjamin Reyes, Norberto Martin .............. 3.85

TRANSPLANT PIECE RATE

Celery .................................................. .185
Bell Peppers ......................................... .195
Tomatoes ............................................. .20
Cabbage .............................................. .22
APPENDIX "B": NOTICE OF RECALL

HIJI BROTHERS, INC.

and

UNITED FARM WORKERS OF AMERICA, AFL-CIO

TO: ___________________ DATE: ________________

________________________

________________________

________________________

WORKER SOCIAL SECURITY NO: ___________________

SENIORITY DATE: ________

NOTICE OF RECALL

In accordance with the provisions of Article 4 of the Agreement between HiJI Brothers, Inc., and the United Farm Workers of America, AFL-CIO, you are hereby given official notice of recall for re-employment as a ____________________________.

This work is anticipated to begin on ___________________ and the estimated duration is (indefinite) (approximately ______ ______ working days).

The exact 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 at (805) ___________.
2. Check the Company bulletin boards.
3. Check with the Union office.
In accordance with Article 4, Section L, you must advise the Company forty-eight (48) hours in advance that you are returning to work.

Remember to bring your Social Security card on the date you report to work.

Failure to respond to this recall may result in your loss of seniority under Article 4, Section B-5.
SUPPLEMENTAL AGREEMENT
between
HIJI BROTHERS, INC.
and
SEAVIEW GROWERS, INC.
and
UNITED FARM WORKERS OF AMERICA, AFL-CIO

The following provisions supplement and modify the provisions of Agreement between Hiji Brothers, Inc., and Seaview Growers Inc. (the Company), and the United Farm Workers of America, (the Union):
ARTICLE 1: RECOGNITION

The term "Management Trainee" is intended to apply to a person who is being trained for a management position and who, in the training process, may need to perform the type of work normally performed by bargaining unit employees in order to learn the proper method of performing that work so that he may later train and/or supervise bargaining unit employees. There shall be no more than one such Management Trainee at any time at the Hiji Brothers ranch nor more than one at the Seaview Nursery.
In the case of an emergency the Company can request workers from the Hiring Hall without giving forty-eight (48) hours notice and the Union shall use its best efforts to dispatch the workers as soon as possible.
Article 12: Maintenance of Standards and Article 16: Management Rights

It is understood and agreed by the parties that the Company may, for legitimate business reasons, change or eliminate a local working condition only if, as the result of such action taken by the Company, the basis for the existence of the local working condition is changed or eliminated, thereby making it unnecessary to continue such local working condition. Any worker so affected by such a change or elimination shall have recourse to the Grievance and Arbitration Procedure, if necessary, to have the Company justify its action.
Article 13: Supervisors

The parties understand and agree that Article 13, Supervisors was agreed to with the following understandings:

1. A supervisor in each transplant crew in the field may continue to setup and position the tractor pulling the planting apparatus, in the mornings, and shall mount the tractor at the end of each row to move it to and position it in the next row to be planted.

2. In the Nursery, Barraquiel Izaquirre may continue to assist in the nursery operations (such as equipment operation and general labor tasks).

3. Irrigation foremen may continue to assist in setting up.

4. Seeding nursery flats and irrigating young seedlings has historically been done by supervisors; this can continue. The parties agree that while supervisors are performing bargaining unit work as permitted in Article 13, supervisors shall not perform bargaining unit work where its purpose or effect is to "push" or "speed up" employees to a pace that is unreasonable in terms of a full day's work and as reasonable and substantial effort as compared with the normal pace of other employees. "Pushing" or "speeding up" as used in this letter of understanding means: (a) supervisors doing work quickly, but poorly, and blaming employees for poor workmanship; or (b) supervisors
helping one employee or group of employees and not others and then blaming or unfairly rating employees not helped.

5. The above shall not be applied so as to displace any bargaining unit workers for work they would normally perform or prevent their recall from layoff.

6. The three partner/owners of the Company (the Hiji Brothers' and their immediate families may perform bargaining unit work as they have done in the past (i.e., during the period in which this Agreement was negotiated.
Article 14 Health and Safety

I. TRACTOR OPERATORS AND TRUCK DRIVERS

A. A flag person shall accompany Tractor Operators when they are required to transport Company equipment on heavily trafficked public roads during peak traffic hours.

B. The Company will provide tractor drivers with wrenches, grease gun and grease and other implements necessary to perform assigned work. Rubber gloves will be supplied when applying fertilizer.

C. In order to maintain a satisfactory standard of performance on the job, Company tractors and related equipment shall be maintained in good and safe running condition. Back-up warning devices will be provided in accordance with CAL-OSHA standards.

D. Routine maintenance of Company tractors and related equipment (such as fueling, checking oil), shall be performed on Company time.

E. When a Tractor Operator is required to move a tractor from one ranch to another, he shall be permitted to take his vehicle to his new work site within a reasonable period of time after the move.
II. IRRIGATORS

A. The Company shall provide to all Irrigators shovels and other implements necessary to perform assigned work. Leather gloves will be supplied to Irrigators who handle sprinkler pipe.

B. Sprayers shall be provided with all safety equipment and clothing recommended by CAL-OSHA standards, including, but not limited to, rubber gloves, liquid repellent overalls, appropriate respirator, and rubber boots.

C. Irrigators shall be provided with cool cans for potable drinking water.

D. Night work assignments shall be given on the basis of seniority, provided the employee is able to provide his transportation.

III. CELERY, TOMATO, LETTUCE, AND OTHER HARVEST AND PRE-HARVEST OPERATIONS

A. The Company shall issue knives to Lettuce and Celery Cutters. Knife sharpeners will be available in adequate supply.

B. In the lettuce crew, the normal workday shall be eight (8) hours. When piece rate production terminates before eight (8) hours, the Company will assign available hourly work if practicable.
C. In piece rate operations, the Company will assure the crew an ample supply of boxes and all other needed supplies as close to the crew as possible at all times, and will provide enough trucks to keep up with the Loaders' production.

D. The first aid kit in the celery crew shall contain an ointment for celery rash.

E. The Company will provide white nylon protective gloves to tomato stringers.

F. The Company will provide leather gloves to tomato stakers.

IV. NURSERY

A. The Company will provide rubber or canvas aprons to transplanters.

B. If a worker is asked to move from one site to another more than one time in a day, he will be transported by the Company or will be paid twelve cents (12¢) per mile if required to use his vehicle.

C. The Company will provide white nylon gloves to employees who handle flats.

V. GENERAL

A. Rain gear and gloves will be issued in accordance with past practice.
B. The Company will arrange to maintain a supply of white nylon gloves and leather gloves which may be purchased at the Company's cost by employees.

C. Pay day shall be on Friday and shall be weekly.

D. Employees who become sick or injured during work hours and require medical attention will be transported to the nearest medical facility or doctor as soon as possible.

E. Employees who are issued tools and/or protective clothing will be responsible for returning the equipment to the Company as set forth in Article 13, Section F.

F. The Company will continue its practice of providing transportation to employees in those field crews now receiving transportation. If less than thirty percent (30%) of the employees in the crew utilize that service the Union agrees to discuss modifications of this practice. Pickup points may be changed by mutual agreement. Company busses shall fulfill all applicable legal safety requirements and shall be equipped with adequate first aid supplies.

G. Those employees who received a Christmas bonus in 1977, will continue to receive a Christmas bonus during this Agreement in the same amount as 1977, provided there is no break in seniority.
Article 19: Truck Drivers

Truck drivers will continue to receive the rate for the type of work they actually perform, provided that the work is performed for more than one (1) hour, or in the case of fork lift work, for more than five (5) hours. Alex Saldana will continue to receive 10 wheel rate regardless of the truck driven.
Article 19: Wages, Hours and Overtime;
Article 4: Seniority

Employees who receive training pursuant to Article 4, Section N, will receive their regular rate during the training period not to exceed twenty-eight (28) work days. Employees who are selected for promotion under Article 4, Section O, will be covered by Article 19, Section F.
Article 37: Subcontracting

The parties agree that the Company may subcontract the harvest of head lettuce, as it has done in the past, provided, however, that in the event that the Company expands its head lettuce operation to the extent that the harvest is expected to take more than twenty-one (21) cutting days, then the Company shall utilize bargaining unit employees and abide by the terms in Article 3, Hiring.
The parties agree that the Company may subcontract the harvest of head lettuce, as it has done in the past, provided, however, that in the event that the Company expands its head lettuce operation to the extent that the harvest is expected to take more than twenty-one (21) cutting days, then the Company shall utilize bargaining unit employees and abide by the terms in Article 1, Hiring.

APPENDIX "A"

The parties agree effective March 1, 1978, that the Company shall pay the wages as outlined in Appendix A.

This Supplemental Agreement executed between the parties shall be in full force and effective from April 1, 1978, to, and including, January 1, 1979.

EXHIBIT A: WAGES

<table>
<thead>
<tr>
<th>FIELD</th>
<th>MARCH 1, 1979</th>
<th>MARCH 1, 1980</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Labor and Harvesting</td>
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<tr>
<td>Irrigator</td>
<td>3.70</td>
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<td>Irrigator Sub Foreman</td>
<td>3.85</td>
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<td>Tractor Driver C</td>
<td>3.90</td>
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<td>Tractor Driver B/Topper/Operator/Field Forklift</td>
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<td>Tractor Driver A</td>
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<tr>
<td>Bob Tail Truck Driver (2-Axle)</td>
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<tr>
<td>Ten Wheel (3-Axle) Truck Driver</td>
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<td>Mechanic</td>
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<td>Tony Santos</td>
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CREW PIECE RATE

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<tbody>
<tr>
<td>Romaine Lettuce</td>
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<td>Cabbage</td>
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<td>Green Leaf Lettuce</td>
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<td>Red Leaf Lettuce</td>
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</tr>
<tr>
<td>Boston Lettuce</td>
<td>47.0</td>
<td>49.0</td>
</tr>
<tr>
<td>Iceberg Lettuce 2 Dozen</td>
<td>58.0</td>
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<tr>
<td>Iceberg Lettuce 2-1/2 Dozen</td>
<td>64.0</td>
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NURSERY

<table>
<thead>
<tr>
<th>Labor</th>
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<tbody>
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<td>3.70</td>
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<td>Irrigator and Set-Up</td>
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<td>3.90</td>
</tr>
<tr>
<td>Tractor Driver/Fork Lift Operator/</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
EXHIBIT B: MARTIN LUTHER KING, JR. FARM WORKERS FUND

A. The Company shall, commencing April 1, 1979, contribute to the Martin Luther King, Jr. 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, Jr. Farm Workers 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 hereunder in fringe benefit plans shall be computed on the preceding monthly payroll period for every worker covered by the Collective Bargaining Agreement. In conjunction therewith, a monthly summary report will be submitted on or before the twentieth (20th) of every month covering the preceding monthly payroll for which contributions for fringe benefits are due. The monthly summary report shall include the Company's total number of workers and amount of contributions. The monies and summary report shall be remitted to the Martin Luther King, Jr. Farm Workers Fund, P.O. Box 80762, Los Angeles, California 90036, or such other address as designated by the Administrator of the Fund.

EXHIBIT "C"

LETTER OF UNDERSTANDING
BETWEEN
NIJU BROTHERS, INC. AND
UNITED FARM WORKERS OF AMERICA, AFL-CIO
The contribution rate to the above plans only may be reopened by either party to this Agreement on April 13, 1980, provided sixty (60) days written notice is served on the other party and written notice on the Conciliation Service of the State of California is served pursuant to the Agricultural Labor Relations Act. Upon service of said notices, the parties shall commence negotiations for said modification.

Should the parties fail to reach agreement on such modifications, either party shall have the right to take economic action, including strike or lockout, in support of its proposals concerning the above subjects, provided that no economic action shall be taken prior to April 13, 1980.