COLLECTIVE BARGAINING AGREEMENT

BETWEEN

UNITED FARM WORKERS OF AMERICA, AFL-CIO

AND

H.M.S. CORPORATION

JANUARY 11, 1993 - JANUARY 8, 1996
COLLECTIVE BARGAINING AGREEMENT

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UNITED FARM WORKERS OF AMERICA, AFL-CIO

AND

K.M.S. AGRICULTURE

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AGREEMENT

Parties

This Agreement and supplemental Agreements attached here to are between (HMS Financial Corporation), hereinafter called "the Company" and the UNITED FARM WORKERS OF AMERICA, AFL-CIO, hereinafter called "the Union". The parties agree as follows:

ARTICLE 1: RECOGNITION

A. The Company does hereby recognize the Union as the sole labor organization representing all of the Company's agricultural employees (hereinafter called "workers") in the unit set forth in Agricultural Labor Relations Board's certificate in case number 75-RC-29-R. In the event the Agricultural Labor Relations Board certifies other employees shall be included under the terms of unit, such additional employees shall be included under the terms of this Agreement. The term "worker" shall not include office and sales employees, security guards and supervisory employees who have the authority to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward or discipline other workers or the responsibility to direct them or adjust their grievances, or effectively recommend such action, if, in connection with foregoing. The exercise of such authority is not of a merely routine or clerical nature but required the use of independent judgement.

B. The Company agrees that no business device including joint ventures, partnerships or any other forms of agricultural business operations shall be used by the Company for the purpose of circumventing the obligations of this Collective Bargaining Agreement.

C. The Company further recognizes the rights and obligations of the Union to negotiate wages, hours and conditions of employment and to administer this Agreement on behalf of covered workers.

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

E. Neither the Company nor its representatives will interfere with the right of any worker to join and assist the Union. The Company will make known to all workers that they will secure no advantage, nor more favorable consideration nor any form of special privilege because of non-participation in Union activities.

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

ARTICLE 2: UNION SECURITY

A. Union membership shall be a condition of employment. Each worker shall be required to become a member of Union immediately following five (5) continual days after the beginning of employment, or five (5) days from the date of the singing of this Agreement, whichever is later; and to remain a member of Union in good standing. Union shall be the sole judge of the good standing of Union within the time limit set forth herein, or who fails to pay the required initiation fee, periodic dues or regularly authorized assessments as prescribed by Union, or who has been determined to be in bad standing by Union pursuant to the provisions of the Union's constitution, shall be immediately discharged upon written notice from Union to Company, and shall not be re-employed until written notice from Union to Company of the worker's good standing status.

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

C. Company agrees to deduct from each worker's pay initiation fees, all periodic dues, and assessments as required by Union, upon presentation by the Union of individual authorization signed by workers, directing Company to make such deductions. Company shall make such deductions from worker's pay for the payroll period in which it is submitted, provided that it is submitted in advance of the close of the pay period, and periodically thereafter as specified on authorization so long as such authorization is in effect and shall remit monies weekly. The Company shall provide a monthly summary report as soon as possible, but not later than the 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 deducted during such pay periods from each worker. Union will furnish the forms to be used for authorization and will notify the Company in writing of dues, assessments and initiation fees within five (5) days of the execution of this Agreement and five (5) days before the effective date of any change.

D. The Company will advise new workers that it is a condition of their employment that they must become and thereafter remain members in good standing in the Union immediately following five (5) continual days after the beginning of their employment. The Company shall furnish workers membership applications and dues check off authorization forms as provided by the Union.

E. Union shall indemnify and hold Company harmless from and against any and all claims, demands, suits or other forms of
liability that may arise out of or by reason of action taken by Company for the purpose of compliance with any of the provisions of this Article.

ARTICLE 3: HIRING

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

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

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

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

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

P. When the Company requests workers from the Union facility for jobs which require skills or experience (such as tractor drivers, irrigators, date workers) the Union will refer workers who meet the job requirements. Before the Company makes a determination that a referred worker does not meet the job requirement, the supervisor will fully explain the job duties and requirements and give the worker a reasonable time to meet the job requirements. Discharges shall be subject to the procedure of Article 0- Discipline and Discharge.

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

H. In the event that it is necessary to layoff workers before they acquire seniority, it is understood that if such workers are referred or dispatched by the Union to the employer from which they were laid off, that such workers will be given work opportunity by the Company on the same basis as any other non-seniority worker.

ARTICLE 4: SENIORITY

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

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

1. Voluntary quitting.
2. Discharge for just cause.
3. When on layoff fails to report within three (3) working days after being called unless satisfactory reasons are given.
4. When the worker fails to report to work within three (3) days after the termination of a leave of absence or vacation without an approved extension as per Article 11-Leave of Absence- of this Agreement provided evidence of reasons for said failure shall be presented upon workers return to work.
5. When any worker leaves the bargaining unit to accept a supervisory or other position with the Company outside the bargaining unit.
6. Any worker rehired after loss of seniority as provided above shall establish a new seniority date as provided in Section A above.

7. The employee has been off work for three (3) consecutive days and has failed to notify the Company.

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

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

E. The Company, when anticipating the recall of seniority workers. shall notify the worker and the Union, not less than four (4) days prior to the estimated starting date of the work an the approximate duration thereof. The Company shall then notify the worker when to report for work, allowing reasonable time to report. All such notice of recall shall be a joint recall bearing the title of the Company and the Union. There shall be no recall by labor contractors. It is understood that the provisions of Article 3- Hiring, Section B, apply to the recalled worker.

F. The Company shall notify the Union within five (5) working days of seniority workers laid off or recalled on a seasonal basis, in accordance with this Article by giving the worker's name, social security number, seniority date, job or commodity classification and date of recall or layoff. Grievances and Arbitration Procedure.

G. Beginning with the signing of this Agreement and each three (3) months thereafter, the Company shall provide the Union with an up-to-date seniority list showing the name of each worker, his seniority date, social security number and job or commodity classification. The Company shall also post a seniority list in a conspicuous place for examination by the workers and the Union Ranch Committee. The Union may review the accuracy of the seniority list, and present to the Company any errors it may find on such list. Grievances relating to this paragraph shall be subject to the expedited grievance and arbitration procedure.
H. Seniority shall not be applied so as to displace (bump) any worker of the Company within an established crew, commodity or areas.

I. It is understood that the Company and the Union may agree in writing to make deviations from these seniority provisions regarding applications of seniority.

In the event the Union and the Company have agreed to a local seniority provision different from Article 4 of the Contract signed herein, the Union and the Company agree to review and revise if agreed upon said local provision, only, one year after the date of signing this Agreement, if either party so requests.

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 that the Grievance Procedure of this Agreement shall be the exclusive remedy with respect to any disputes arising under this Agreement, and no other remedies shall be utilized by any person with respect to any dispute involving this Agreement until the Grievance Procedure has been exhausted. Any claim by Union that on the job conduct by any non-bargaining unit employee is disrupting working relations may be treated as a Grievance provided that such Grievance is specified in detail.

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

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

D. FIRST STEP: Any grievance arising under this Agreement shall be immediately taken up between the Company supervisor involved and the Union Steward. They shall use their best efforts to resolve the grievance. In the event the grievance is not immediately satisfactorily resolved the grieving party shall reduce the grievance to writing and set forth the nature of the grievance. A grievance regarding a discharge of an employee must be filed in writing within five (5) days of the discharge. All other grievances must be filed in writing within thirty (30) days of the occurrence of the grievance or thirty (30) days of the discovery thereof.

STEP TWO: Any grievance not resolved in the First Step shall be discussed in a meeting between the Grievance Committee and the Company representative delegated to resolve such matters no later than ten (10) calendar days of the filing of the grievance. If the
grievance is not satisfactorily resolved in such meeting the party receiving the grievance shall immediately give a written response to the other regarding its position including reasons for the denial. If the grieving party doesn't receive the written response within fourteen (14) days of the second Step meeting the grieving party may immediately proceed to arbitration.

**STEP THREE:** If the foregoing fails to produce settlement the matter shall be referred to the arbitrator for the area within thirty (30) days. The arbitrator shall consider and decide the grievance referred to him. In cases where more than one grievance is referred to arbitration in an area the arbitrator may hold consecutive hearings to expedite hearings. The arbitrator shall not have the authority or jurisdiction to modify, add to, or detract from, or alter any provisions of this Agreement. Within that limitation among other things he shall have authority to award back pay for any loss of earnings from the Company including the right to revoke any form of discipline including discharge. He shall also have the authority to apply the Agreement and order compliance by all parties within the terms of the Agreement.

The Arbitrator shall hold the arbitration hearing within 30 days from the date the arbitration is referred to him.

The arbitrator in his discretion may render a bench decision, or may allow briefs, but in any event shall issue a decision in writing to the parties within fifteen (15) days after the date of the close of the hearing sessions.

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

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

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

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

E. EXPEDITED GRIEVANCE AND ARBITRATION. The parties agree that the primary purpose of the grievance procedure is to resolve grievances as speedily as possible and to maintain good relations between the Union, the Company, and the workers. It is recognized that there are times and there are certain issues that may arise, wherein it is to the best interest of all concerned to have a resolution of the matter more quickly than provided in the above procedure.

Accordingly, it is agreed that grievances specified elsewhere in this Agreement as subject to the expedited Grievance and Arbitration Procedure may at the request of the grieving party and with written notice to the other party be expedited to arbitration.

After such a grievance has been reduced to writing, the grieving party may request and there shall be a Second Step meeting within two (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 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.

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

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

ARTICLE 6: NO STRIKE CLAUSE

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

B. If any of said events occur, the officers and representatives of Union and/or Company, as the case may be, shall do everything within their power to end or avert such activity.
C. Workers covered by this Agreement shall not engage in any strike, slowdown or other interruption of work, which action is not approved by the Union.

D. Nothing in this article nor in any other part of this Agreement will preclude the Union from engaging in any willful lawful economic activity against any other party including any party with whom Company has a contractual relationship to perform agricultural work, so long as such activity does not interfere with work being performed by Company's agricultural employees covered by this Agreement.

ARTICLE 7: RIGHT OF ACCESS TO COMPANY PROPERTY

A. Duly authorized and designated representatives of the Union shall have right of access to Company premises in connection with conduct of normal Union affairs in administration of this Agreement. In the exercise of the foregoing, there shall be no unnecessary interference with the productive activities of the workers.

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

C. The Union shall advise the Company of the names of its duly authorized and designated representatives.

D. It is understood that the employer is a farm management service and in some instances manages only a part of an area or operation and the Union agrees that it will have access to properties managed by the Company only while the Company is performing work at said locations.

ARTICLE 8: DISCIPLINE AND DISCHARGE

A. Company shall have the sole right to discipline and discharge workers for just cause, providing that in the exercise of this right it will not act in violation of the Agreement.

No worker shall be disciplined or discharged except for just cause.

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

C. The Steward or other Union representative shall have the right to interview workers in private.
Within forty-eight (48) hours after any discharge for just cause, the Union representative will be notified in writing the reasons for such discharge.

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

Discharge and other disciplinary actions are subject to the Grievance and Arbitration Provisions of this Agreement.

ARTICLE 9: DISCRIMINATION

In accord with the policies of the Company and the Union, it is agreed that there shall be no discrimination against any worker because of race, age, creed, color, religion, sex political belief, national origin, language spoken or Union activity.

ARTICLE 10: WORKER SECURITY

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

B. No worker under this Agreement shall be required to perform work that normally would have been done by employees of another Company who are engaged in a strike sanctioned by the Union.
ARTICLE 11: LEAVES OF ABSENCE

Leaves of Absence for Union Business

A. Any worker elected or appointed to an office or position in the Union shall be granted a leave of absence for a period of continuous service with the Union upon written request of the Union. Ten (10) days notice must be given the Company before the worker takes leave to accept such office or position or chooses to return to work. Such leave of absence shall be without pay. Seniority shall not be broken or suspended by reason of such leave.

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

1. Written notice shall be given by the Union to the Company at least two (2) days prior to commencement of any such leaves;
2. Such leaves of absence shall not exceed one (1) man per crew or 10% of a crew, whichever is greater.
3. This Section shall not apply to operations during critical periods, if it would harm operations.

Other Leaves

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

1. For Jury Duty or Witness Duty when subpoenaed.
2. A worker who serves in the U.S Military and notifies the Company and Union in writing prior to leaving for such service, and reports for work within 30 days after being discharged from such service, shall not lose any seniority, job rights, or other benefits. Upon return from such service, such worker shall be granted a job equal to that he or she would have had with Company had he or she remained in Company's continued employ, provided, however, any renewal of enlistment beyond the original one will serve to break seniority unless such action violates the Selective Service Act.
3. Up to two (2) years of illness or injury requiring absence from job. The Company may require substantiation by medical certificate or other adequate proof of illness.
4. For valid personal reasons, not to exceed thirty (30) days.

All leaves in excess of three (3) days shall be in writing on approved leave of absence forms provided by the Company. Such forms shall be signed by the Company representative, the worker requesting the leave, and by the Union steward or other or other Union representative to
signify receipt of the Union's copy. Leave of absence shall be extended by the Company for a valid personal reason, if a request for such an extension is made by the worker in writing to the Company with a copy to the Union prior to the termination of the original leave, provided however, that a request for an extension may be submitted simultaneously with the request for a leave of absence for valid personal reasons if the worker has special circumstances which require additional time.

Leaves of absence schedules, under this Section, where more workers have applied for a leave of absence at the same time than can be spared by the Company, shall be allocated on the basis of seniority with the worker having the highest seniority having first preference for that leave or absence. However, where a worker requests an emergency leave, the Union and the Company may agree to his/her leave in preference to that worker over the other workers with higher seniority.

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

ARTICLE 12: MAINTENANCE OF STANDARDS

Company agrees that all conditions of employment for workers relating to wages, hours of work and general working conditions shall be maintained at no less than the highest standards in effect as of this date of this Agreement. Conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this 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 instruction, training and emergencies. This paragraph shall not be used as a basis for the purpose of avoiding the recall of bargaining unit workers from work they would normally perform.

ARTICLE 14: HEALTH AND SAFETY

A. The Company and Union are interested in the health and safety of employees while working with the Company. It is understood and agreed that it is necessary in the sophisticated farming practices of today that certain agricultural chemicals must be used for the control of pests and growth of the product. Company recognizes that use of certain chemicals may be injurious to farm workers. The use of such chemicals injurious to farm workers must be such so as not to cause injury to employee. Company agrees to make available to Union such records as will disclose the following:
1. Location of field treated with injuries materials;
2. Name of material used by brand name and chemical name and registration number;
3. Date and time material was applied and its formulation;
4. Amount of material applied and its formulation and concentration;
5. Method of application;
6. Applicator's name and address, if any.

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

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

D. Company will provide toilets on the job site whenever there are five (5) or more workers in any one field, grove, or within 1/8 mile radius, or Company will provide one (1) toilet for less than five (5) workers if required by law. Said toilets will be maintained by the Company in clean and sanitary manner.

E. Company will provide cool water containers in each supervisor's pick-up for workers who will provide own containers. Company will provide cool water containers on site when five (5) or more workers are working in a field or grove. Individual paper drinking cups shall be provided.

F. Tools and equipment and protective garments necessary to perform the work and/or to safeguard the health of or to prevent injury to a worker's person shall be provided, maintained and paid for by the Company. Workers shall be responsible for returning all such equipment that was checked out to them but shall not be responsible for breakage or normal wear and tear. Workers shall be charged actual cost for equipment that is not broken and not returned. Receipts for returned equipment shall be given to the worker by the Company.

G. Adequate first aid supplies shall be provided and kept in clean and sanitary dust-proof containers.

H. When a worker who applies agricultural chemicals is on the Company payroll, on baseline cholinesterase test and other additional test shall be taken on those workers so employed at Company's expense when organo-phosphates are used and, if requested, results of said test(s) shall be given to an authorized Union representative.
I. The Union shall cause to be formed a Health and Safety Committee (the Committee") comprised of workers' representatives. The Chairman of the Committee shall have access to all records concerning the use of economic poisons upon reasonable notice in advance to the Company. The Company and the Committee shall meet once a month and the Committee shall make recommendations to the Company regarding the use of materials, tools, and equipment as they may affect the health and safety of the workers and sanitary conditions.

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

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 the new mechanical equipment, the placement of displaced workers in other jobs with the Company, or the placing of such workers for other jobs with the Company, or the placing of such workers on a conjunction with ARTICLE 3, Hiring.

ARTICLE 16: MANAGEMENT RIGHTS

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

ARTICLE 17: UNION LABEL

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

A. Company will make available to the designated Union representatives, at the Union's request:
Labels

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

B. The Union label and Union seal are and shall remain the sole property of the Union. During the term of this Agreement, Company shall be entitled to the use of said label and seal. It is agreed that during the term of this Agreement each shipping package or container harvested and packed by Union members and shipping by Company shall bear the Union label or seal. In this regard Company shall not sell, transfer, or assign its right to use said label or seal except upon written permission of the Union. The color, size and placement of the label or seal on particular packages or containers shall be determined by the Company.

C. Security Clause. In the event of the Company's misuse of the Union label or seal on packages or units harvested and packed by non-union workers, it is recognized that such misuse will cause damages to the Union. In the event that the Union revokes the Union label or seal, it shall give reasonable notice to the Company and the Company agrees to return same forthwith, or if same cannot be returned then, on request of Union, the label or seal shall be completely obliterated on any package, container or unit.

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

ARTICLE 18: NEW OR CHANGED OPERATIONS

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

ARTICLE 19: HOURS OF WORK, OVERTIME, AND WAGES

A. Overtime Pay - All hours worked in excess of 10 hours per day from April 1, through September 30 shall be paid at the rate of one and one-half (1 1/2) times the regular rate of pay.
All hours worked in excess of 9.5 hours per day from October 1 through March 31 shall be paid at the rate of one and one-half (1 1/2) times the regular rate of pay.

B. Any work performed on Sunday shall be paid at the rate of time and one-half.

C. Mealtime-lunchtime shall be one-half hour, and are not compensated for nor counted as hours worked under the provisions of this Agreement. This time shall be paid and counted as hours worked for irrigators though provided that they do not leave their work areas.

D. Workers who are required to start work after 6:00 p.m. shall be paid at the rate of time and one-half (1 1/2) for each hour worked from 6:00 p.m. to 6:00 a.m. and time and one-half (1 1/2) for all hours in excess of ten (10) hours in any such day, or nine and one-half (9 1/2) as per Section A.

E. Company shall pay workers no less than his/her classification rate, but in the event that said worker performs work in a higher rated job during any one day, he or she shall be paid the 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. Wage rates for specified job classifications are set forth in Appendix "A" attached hereto.

ARTICLE 20: REPORTS AND STANDBY TIME

A. A worker who is required to report for work and does report and is furnished no work shall be paid at least four (4) hours at the worker's hourly rate of pay or the worker's average hourly piece rate earnings based on the preceding payroll 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 at 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 crop, or other causes beyond the control of the Company.

In event work cannot be carried out due to date machine breakdown, Company will place these workers in other jobs, whenever possible, to complete the work day. The rate of pay will be that established for the job classification performed.
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 workers 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 fifteen (15) minutes each which insofar as practical, shall be in the middle of each continuous four (4) hour work period or major fraction thereof.

ARTICLE 22: VACATIONS

A. Seniority workers who have received earnings from the Company for at least twenty-six (26) weeks during the previous year shall be entitled to receive vacation payment and time off from work as follows:

- **Up through 24 months seniority** - week off - 2% gross pay of previous years earnings.
- **24 months through 96 months** - 2 weeks off - 4% gross pay of previous years earnings.
- **Over 96 months** - 3 weeks off - 6% gross pay of previous years earnings.

B. Each week not worked by a worker due to work-related illness and/or injury shall be credited to the worker to meet the twenty-six (26) weeks requirement of Section: A.

C. Company shall pay vacation benefits to said worker at least once a year, in January. If a worker terminates his employment with the Company, he shall receive his vacation monies in his last paycheck from the Company. Such remittance shall be computed according to the applicable percent to gross earnings as per Section: A.

D. A worker may waive his/her vacation time off.

E. The employee who has qualified for a vacation shall be allowed time off, with the consent of the Company, as specified herein with no loss of seniority. If more workers want a particular vacation period than can be reasonably spared, the worker with the highest seniority shall have first preference for the vacation period.
ARTICLE 23: BEREAVEMENT PAY

To make funeral arrangements and to attend the funeral of a member of the immediate family (father, mother, child, brother, sister, husband, or wife, mother-in-law, or father-in-law), the worker who has worked for the Company at least five (5) days, including days off on excused absences, during the two (2) weeks preceding the week of the funeral will be paid what he or she would have earned had he or she been working for the Company, not to exceed three (3) days. The Company may require a death certificate or other evidence of death.
ARTICLE 24

HOLIDAYS

A. Commencing with the effective date of the contract, New Years Day, Memorial Day, July 4, Labor Day, Thanksgiving Day, The Day after Thanksgiving Day, and Christmas Day shall be paid holidays. Also, commencing with the first anniversary of this contract George Washington shall be paid holiday.

B. Holiday pay shall be the daily average pay earned during the payroll period immediately proceeding the holiday.

C. Any work performed on the above listed holidays shall be paid for at the regular rate of pay and shall be in addition to the worker's regular earnings on that day.

D. To be eligible for a paid holiday not worked, a worker must work at least five (5) days during the two (2) payroll weeks immediately preceding the payroll week in which the holiday falls, and must work the scheduled workdays both immediately before and after the holiday provided, however, the worker need not work the day before the holiday or the day after the holiday to be paid for the holiday if the worker is on lay-off or an excused absence. If the next scheduled workday after the holiday is more than five (5) calendar days after the holiday, the requirement for work on the scheduled workday after the holiday shall not apply.

E. "Citizenship Participation Day" shall be designated as the first Sunday in June. All workers shall receive holiday pay as provided herein. Upon receipt of proper written authorization from the worker, the company shall deduct from such worker's wages the pay received for Citizenship Participation Day and shall remit such sum to the Citizenship Participation Committee of the United Farm Workers, AFL-CIO, for allocation as designated by the worker.

F. 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 Section D above, provided however that each party will pay their respective legal costs.

G. If the holiday falls on the worker's day of rest then the following day shall be observed as the holiday.
ARTICLE 25: JURY DUTY AND WITNESS PAY

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

ARTICLE 26: TRAVEL ALLOWANCE

A. The present practice of paying travel time for hourly rated workers shall continue.

B. The present practice of supplying transportation to piece rate workers shall continue.

C. The Company will use its best efforts to have a worker work at one location all day. If necessary workers will be requested to move but will not be required to do so.

ARTICLE 27: INJURY ON THE JOB

Whenever a worker is injured on the job to the extent medical treatment from a doctor is required, the Company shall agree to pay full day's wages or in case of piece-rate worker his average daily pay during preceding pay period for the balance of the day of the injury only providing the worker returns to work if able to do so. If a worker is physically unable to work for 10 consecutive work days, and is not hospitalized, the employer shall pay the worker on additional days wages.

ARTICLE 28: RECORDS AND PAY PERIODS

A. Company shall keep full and accurate records, including total hours worked, piece rate or incentive rate records, total wages and total deductions. Worker shall be furnished a copy of the itemized deductions, hourly rates, hours worked and total wages each payday which shall include the worker piece-rate production records. The daily records of piece-rate production for crews paid on a crew basic shall be given to the appropriate Steward, upon request.

B. Union shall have the right, upon reasonable notice given to the Company, to examine time sheets, work production or other records that pertain to workers' compensation.
ARTICLE 29: INCOME TAX WITHHOLDING

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

ARTICLE 30: CREDIT UNION WITHHOLDING

Upon proper written authorization from a worker to the Company deductions as provided for in such authorization shall be made by the Company for the Farm Workers Credit Union, and such money and reports shall be forwarded on a monthly basis to the organization at P.O. Box 62, Keene, California 93531, or such other address as designated by the administrator of the fund.
ARTICLE 31: ROBERT F. KENNEDY MEDICAL PLAN

The Employer shall continue to pay the sum of $1.155 for each hour worked to the Robert F. Kennedy Medical Plan. Commencing on January 11, 1993, the Employer shall pay an increase necessary to maintain the current benefits under the existing plan, not to exceed the sum of four cents (.04) per hour. In the event there is no increase in 1993 the four cents (.04) per hour, for that year shall automatically roll over to the next year, if it is necessary. Commencing on the first pay period of January 1994, the fourteen cents (.14) per hour, for that year shall automatically rollover to the next year, if it is necessary. Commencing on the first pay period of January 1995, the Employer shall pay an increase necessary to maintain the current benefits under the existing plan not to exceed the sum of twenty-four cents (.24) hour.

ARTICLE 32: JUAN DE LA CRUZ FARM WORKERS PENSION FUND

The Employer shall contribute to the Juan De La Cruz Farm Workers Fund, (.10) cents. Per hour worked for each workers covered by this Agreement for the periods January 11 1993- through January 8-1996.

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

In accordance with Article 33, the monies and summary report shall be remitted to the Fund at such address as designated by the Administrator of the Fund of such action and shall list the Fund as a separate creditor qualified as a priority claim pursuant to the Bankruptcy Act. Notification to the Union or any of the other plans or funds shall not constitute compliance with this Article.

The place of performance for the Employer's obligation with respect to the Juan De La Cruz Farm workers Pension Fund shall be the City and Country of San Francisco, California.
ARTICLE 33: MARTIN LUTHER KING, JR.

The Company shall, during the term of this Agreement, contribute to the Martin Luther King, Jr. Fund five (5) cents per hour for each hour worked by all workers covered by this Agreement, commencing January 3, 1979. Expenditures or investment 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. Fund shall obtain and maintain federal tax exemption and all contributions by the company shall be deductible under the Internal Revenue Code.

In accordance with Article 34, the monies and a summary report shall be remitted to the Martin Luther King, Jr. Fund, Post Office Box 80762, Los Angeles, California 90080, or such other address designated by the Administrator of the Fund.

ARTICLE 34: REPORTING ON PAYROLL DEDUCTIONS AND FRINGE BENEFITS

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 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 numbers of workers and amount of Contributions.

ARTICLE 35: HOUSING

It is understood by the parties here to that the Employer does not own the agricultural acreage and houses and/or domiciles situated thereon which are covered by the subject. Because of this Agreement. Including the provisions of this Article but it is understood that the Employer will make every reasonable effort to do so.

A. Assignment of housing shall be on a nondiscriminatory basis. The Employer shall maintain a record of applications for housing and assignments and shall make them available to the Union. There shall be no segregation of housing by race, color, or language.

3. The Employer shall attempt to secure leases for the employees living upon property managed by the Employer. In the first year of such leases there shall be no increase over the present rates. The leases in Section B can be terminated by workers at any time.

C. The Employer will make every reasonable effort to see that the housing units now rented by the workers covered by this Agreement shall, at a minimum, conform to all applicable state and local ordinances with respect to the condition of such housing units.
ARTICLE 36: BULLETIN BOARDS

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

ARTICLE 37: SUBCONTRACTING

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

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

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

C. The Company will notify the Union in advance of any subcontracting.
ARTICLE 38: FAMILY HOUSING

Company and the United Farm Workers of America, AFI-CIO, recognize that one of the most serious needs of farm workers, particularly migrant farm families, who help produce food for the nation, is adequate family housing. It is mutually agreed by Company and Union that they will cooperate to encourage direct governmental action at the Federal, State and County levels to plan, finance and construct public housing in important agricultural locations.

ARTICLE 39: LOCATION OF COMPANY OPERATIONS

The Company shall provide the Union, upon request, the exact locations of the Company's agricultural operations for use by Union representatives pursuant to Article 7 of this Agreement, Right of Access. When a ranch is lost, the Company shall notify the Union of such fact in writing.

ARTICLE 40: MODIFICATION

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

ARTICLE 41: SAVING CLAUSE

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

ARTICLE 42: SUCCESSOR CLAUSE

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

By this Article, the parties seek to define contractual rights and do not waive any statutory rights.
ARTICLE 43

DURATION

This agreement shall be in full force and effect from January 11, 1993 to and including January 8, 1996. This agreement shall automatically renew itself upon expiration of this agreement unless either if the parties shall have given notice in writing to the other party sixty (60) days prior to the expiration, requesting negotiation 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 ______________.

UNITED FARM WORKERS OF AMERICA

________________________________________________________

________________________________________________________

________________________________________________________

________________________________________________________

________________________________________________________

H.M.S CORPORATION

________________________________________________________

________________________________________________________

________________________________________________________

________________________________________________________

________________________________________________________
APPENDIX A WAGES - DATES

FIRST YEAR: The Company H.M.S Corporation agrees to 2% increase above current 1993 rates.

SECOND YEAR: The Company shall increase the rates 2% above the 1994 rates.

THIRD YEAR: The Company shall increase the rates 1.5% above the 1995-86 rates.

Pruning: Shall be done by piece rate. Piece rates shall be set by the Company in consultation with the workers in presence of the steward and / or ranch committee member. At the end of each day, if the worker makes less than $7.67 / hour from the set piece rate, he/she shall be paid the $7.67 minimum hourly rate for each hour worked.

* Includes pruning

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### APPENDIX (A) (DATES)

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(DATES)

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<td>In Open Camp</td>
<td>$0.55</td>
<td>$0.56</td>
<td>$0.57</td>
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<td>In Hard Ground</td>
<td>$0.65</td>
<td>$0.66</td>
<td>$0.67</td>
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<td>In Between Palms (With high borders)</td>
<td>$0.86</td>
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</table>
SUPPLEMENTAL AGREEMENTS

These Supplemental Agreements between E. & A. Corporation and the, United Farm Workers of America, AFL-CIO, as provided herein, modifies the Agreement between these parties:

Supplemental Agreement No. 1

ARTICLE 3: HIRING

In the event the Company contracts a new operation (farm) with the condition that the existing workers continue on the job, Section C and D do not apply, provided, however, the Article 2 would apply.

It is agreed by the Company and the Union that an emergency hiring for frost protection work the Company shall notify the Union between 8:00 am and 5:00 pm, if it needs workers for frost protection work that night, stating the number of workers needed, the type of work to be performed, the starting time, location for reporting to work and the approximate duration thereof.

When workers for frost protection are requested of the Union, Union shall use its best efforts to furnish the requested number of workers. If the Union does not furnish the requested number of workers within two (2) hours after being notified as per above paragraph, it will notify the Company, and the Company shall be free to procure needed workers not furnished by the Union from any other source. It is understood that if the Company secures workers under this paragraph, other provisions of Section E would apply.

It is understood that Company does not have operating seasons; therefore Section C will apply only whenever the Company requests six (6) or more workers. If the Company requests less than (6) workers, Section D shall apply.

ARTICLE 4: SENIORITY

After the execution of this Agreement, the Company shall prepare seniority lists which shall be posted on the Company bulletin boards as follows:

The lists (for each area) shall be posted immediately after the signing of the Agreement. The local Union hiring hall shall be given a copy of said seniority lists. Such lists shall remain posted for a period of three (3) weeks to be reviewed for accuracy.

If a question arises concerning the accuracy of the lists, the Union and the Company have up to two (2) weeks after the posting is completed to resolve the dispute. If the dispute remains after the two (2) weeks any unresolved matters relating to the seniority lists shall be submitted to expedited arbitration.

The Company and the Union agree that each area shall have its own seniority list based on classification seniority and these shall
be no bumping between areas except that in the event a worker is to be laid off because of a permanent job elimination, such worker shall be entitled to bump the last seniority worker in the Company regardless of such worker's area or job classification provided the laid-off worker is qualified to do the work.

A worker shall not be permanently transferred except for job elimination or if said worker is bidding on a job promotion for a higher paid classification in another area. If said worker takes a new job in the new area and remains in the area he shall lose his or her old area and job classification seniority and receive a new area and job classification seniority date and rate of pay based on the date that he or she started the new job but such worker retains his/her company seniority date for all other purposes.

Temporary lay-off and/or recall shall be based on area job classification seniority.

Permanent job elimination lay-off shall be based on area job classification seniority. A worker shall not be permanently eliminated from the Company if other jobs in other lower paying classifications are available.

A worker hired on temporary basis will be informed of the minimum length of time for which he is being hired and will be employed for that time subject to other terms and conditions of this Agreement.

A permanent job elimination means reduction of workforce by reasons of loss of acreage cared for by Company in the area.

Posting of a permanent vacancy shall be posted in all the areas under the Section D provision of Article 4.

Both the Company and the Union are agreed to the names of workers, their seniority dates and job classifications, that are attached to this Agreement.

ARTICLE 5: GRIEVANCE AND ARBITRATION PROCEDURE

Company has no prohibition against processing grievances during working hours, and Company will pay the steward and the complaining party, not to exceed their regular rate for one hour, during the first (1st) step grievance procedure, and the Company shall pay for (4) members (the steward and 3 members of the grievance committee) at the second (2) step at their regular rate not to exceed one (1) working hour. If the second (2nd) step grievance pay from the Company not to exceed their regular rate up to and including one hour.

Both the Company and the Union agree to a designated permanent arbitrator, William II. Pivar. If the arbitrator shall at any time be unable or refuses or fails to act, or he vacates his position, the Company and the Union shall immediately select his successor or substitute. If selection cannot be agreed upon, either the Union
or the Company may request from the American Arbitration Association or the Federal Mediation and Conciliation Service a panel of eleven (11) arbitrator for the Coachella area. After receipt of the list, the parties shall meet to select the arbitrator. If the parties cannot agree upon the selection, then they shall turn to the list of arbitrators received. The person to strike first shall be determined by a coin toss. That party shall strike the first name from the list. The name remaining after each party has struck five (5) months, either party may request a new list of arbitrators for any area and require a new meeting as discussed in this paragraph to select a new arbitrator.

All other grievances not already covered under the expedited procedure in this Agreement may be expedited if agreed upon by both parties.

ARTICLE 13: SUPERVISORS

The Company because of its limited agricultural operations has as a matter of existing historical practices utilized supervisory personnel to perform bargaining unit work, may continue such practice.

Such historical practice may be continued research however, that the number of supervisory personnel shall be limited to not more than six (6) or 10% of total number of bargaining unit workers, whichever is greater. The names listed herein are those presently working and includes their date of hire, and such bargaining unit work to be performed shall not exceed 25% of any one week, and such supervisory personnel will not replace workers that perform such in unit work, and such supervisory personnel when performing in unit work regardless of amount worked during any one week shall pay to the Union Security Article of this Agreement, were such supervisor a bargaining unit member for the duration of such period of in unit as two (2) percent of the gross wages earned by the highest rated job classification in the bargaining unit based one-fourth (1/4) of the hours in a regular work week, sixty (60) hours. Company agrees to notify Union when number and/or names if present supervisory changes, and to furnish the Union with the names and date of hire of said supervisors.

The Company agrees to make a good faith effort to make such in unit work available to non-supervisory workers whenever there are any changes in the existing supervisory personnel.

The following supervisory personnel are the ones currently authorized to perform the bargain unit work, and these supervisors are not a part of the bargaining unit:
### Names

1. Jesus C. Gonzales  
2. Antonio Hermosillo  
3. Cutberto Vidrio  
4. Linden Anderson  
5. Enrique Rodriguez  
6. Henry Bastidas  
7. David Sachez

### Date of Hire

3/3/71
8/15/72
10/17/77
10/15/82
12/5/83
4/22/86
7/23/79

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**ARTICLE 34: REPORTING ON PAYROLL DEDUCTIONS AND FRINGE BENEFITS**

In conjunction therewith, the monthly summary report will be submitted on or before the 20th of every month and the computation will be made through the ending date of the previous month's last pay period for which contributions for fringe benefits are due.

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**ARTICLE 36: BULLETIN BOARDS**

A bulletin board shall be placed at the Company's office, easily accessible to all employees, upon which Union may post notices. A clipboard shall be carried in each supervisor's truck. Supervisors shall make the clipboard accessible to each worker and upon said clipboard, the Union may post notices. Both Union and Company agree that if later on more bulletin boards are needed, location and number can be agreed upon.

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**ARTICLE 37: SUBCONTRACTING**

The Company will follow its past practices of sub-contracting for the following:

Dusting and spraying with use of helicopters, airplanes, oscillating booms, speed spray or similar special equipment, well drilling and well maintenance, major mechanical repairs on machinery, specialized land leveling, installing permanent pipelines and the repair of same, hedging and topping, brush shredding by special equipment, motorgrader work; machine date dusting, pollination by packing company, harvesting by packing company, hauling on certain ranches, electrical repairs, carpentry work, plumbing, sewer work, and high-pressured tile cleaning.

The company will notify the Union in advance of any work to be done under sub-contract except that no notice be given of work to be sub-contracted above, except for machine date dusting, pollination by packing company, harvesting by packing company, and hauling on certain ranches as per past practices.

Company agrees that upon request from the Union, the Company will disclose the subcontracting done for any given month.
Supplemental agreement No. 2

A. Company and the Union agree that the following tools and equipment will be furnished by the Company subject to Article 14, Section F.

-Boots for the irrigators
-Gloves for the pruners, and rubber gloves for workers mixing the chemicals for the spray rigs.
-Cool-type cushion (seat heat protectors) for the tractor drivers.
-Safety glasses and masks for sulphur sprayers and dusters.

B. Company will also provide protective shields for all orchard tractors; and umbrellas for the tractor drivers (except where the trees are higher than the tractors).

C. Company agrees to monthly inspection by the Ranch Committee of the ladders and equipment used by the date workers provided this is done on the ranch committee's own time.

D. Company agrees to assign ladders and other equipment used by the date workers to them individually.

Executed this ________ day of January, 1993

UNITED FARM WORKERS OF AMERICA,  H.M.S CORPORATION

BY:_________________________  ________________________

_________________________  ________________________

_________________________  ________________________

_________________________  ________________________

_________________________  ________________________

_________________________  ________________________

_________________________  ________________________
LETTER OF UNDERSTANDING

BETWEEN

UNITED FARM WORKERS OF AMERICA, AFL-CIO

RE: ARTICLE 24-HOLIDAYS

Holiday pay shall be computed by dividing the number of days worked during the applicable payroll period into the total earnings of the worker during the applicable payroll period.

Executed this _______ day of January 1993.

By: ___________________________  By: ___________________________

______________________________  ______________________________

______________________________  ______________________________

______________________________  ______________________________

______________________________  ______________________________

______________________________  ______________________________

UNITED FARM WORKERS OF AMERICA,  H.M.S CORPORATION
AFL-CIO
LETTER OF UNDERSTANDING
BETWEEN
UNITED FARM WORKERS OF AMERICA
H.M.S AGRICULTURAL

RE: Appendix A-Male Trees

If pruned at time of cleanup: First Year- $1.30 Bonus per tree
Second " - $1.37 " " "
Third " - $1.44 " " "

If pruned after bagging, shall be paid at the date hourly rate.

Executed this _____ day of January 1993

UNITED FARM WORKERS OF AMERICA,
AFL-CIO

H.M.S CORPORATION
LETTER OF UNDERSTANDING
BETWEEN
UNITED FARM WORKERS OF AMERICA
AND
H.M.S CORPORATION

RE: SAFETY CABLES

During the term of this Agreement, if a worker is required to use a cable to "tie into a tree" in the performance of any cultural practice, the worker shall be compensated an additional ten cents (10¢) for each tree upon which such work is performed. The worker shall be compensated ten cents (10¢) on each occasion when he/she is required to use the cable. By way of example only: If a worker is required to use a cable in pollinating the same tree on two occasions, he/she shall be compensated at the rate of ten cents (10¢) for each occasion, or a total of twenty cents (20¢). This provision shall remain in effect throughout the term of this Agreement, unless the requirements for use of the cable to "tie in" are eliminated. This provision shall be applicable only if the cable is actually used by a worker to "tie in"
LETTER OF UNDERSTANDING

BETWEEN

UNITED FARM WORKERS OF AMERICA

AND

H.M.S AGRICULTURAL

RE: ARTICLE 19 - HOURS OF WORK, OVERTIME, AND WAGES

The work schedule will be nine (9) hours in the summer, and nine (9) hours in the winter, and Saturdays five (5) hours.

Overtime Pay - All hours worked in excess of nine in half (9½) hours per day will be paid at the rates of time and a half (1½) times the regular rate of pay.

Agreed to this day____ of January, 1993

UNITED FARM WORKERS OF AMERICA

H.M.S AGRICULTURAL
LETTER OF UNDERSTANDING
RE: CONTRACT ADMINISTRATION

A. The Union has requested, and the Company agrees to provide payment to an individual who will assist the Union in the administration of the Collective Bargaining Agreement between the parties. Compensation to the individual.

B. The individual designated by the Union to assist in the administration of the collective bargaining agreement shall not be an employee of Company on the day he/she performs administration assistance on behalf of the Union. Company shall have no obligation to contribute any sums to any funds, withhold any taxes, or pay any taxes or other contributions on behalf of said individual. Union agrees to hold Company harmless, and to indemnify Company from any and all liability which may arise out of the activities of the individual designated by the Union to assist the Union in administration of the collective bargaining agreement.

C. Commencing on the 11 day of January 1993 and continuing throughout the term of the collective bargaining agreement between the parties the Company will pay or cause to be paid a total of to the individual designated by the Union. Said sum will be paid at the rate of $63.36 per week during 1993; $64.62 per week during 1994 and $65.61 per week during 1995.

D. The sum of shall be deducted by the Company and shall be made up of one cent (1¢) per hour from regular rate of contribution to the Martin Luther King Fund and the reduction of two cents (2¢) per hour from the hourly wages set forth in Appendix "A" on pages 37 and 38 of the collective bargaining agreement, and two cents
(2¢) from piece rate earnings as set forth in Appendix "A" on page 39 of the collective bargaining agreement. No reductions shall be made from hours worked by the individual designated by the Union to assist the Union as set forth herein.

E. The Company shall not make reductions in hourly wages or contributions in excess of the total sum of and when that sum has been deducted the Company shall resume the regular rates of compensation and contributions set forth in the collective bargaining agreement.

F. The individual designated by the Union shall not be an employee of the Company on Friday of each week.

G. The Union agrees to hold Company harmless and indemnify Company from any and all liability arising from the provisions of this Side Letter of Understanding.

Agreed to this day of January, 1993

UNITED FARM WORKERS OF AMERICA,                    H.M.S CORPORATION


37 -
Off-shoot Removal

In the event a date worker is required to remove an off-shoot of more than six inches, and in so doing he is required to remove one or more off-shoots of six inches, he shall be paid the piece rate for each off-shoot of six inches or more he is required to remove to perform the directed work.

Union Negotiations Fund

The Union shall have the right to establish a negotiations fund for their use in carrying out functions of the workers negotiations committee. If the Union submits authorization cards to the Company from workers requesting that the Company make deductions from the worker's wages to be paid to such a fund the Company will do so. This deduction will be a one time deduction during the term of this Agreement, and all authorizations shall be submitted to the Company at the same time for deductions in the same pay roll period.
Paid Representative

The Company shall pay pension plan benefits and give vacation credits to the paid representative of the Union when the paid representative is performing his duties as authorized by this Agreement.

UNION: ____________________________

DATE: _________________

COMPANY: __________________________

DATE: _________________
MEMORANDUM

Date: January 22, 1993

To: All ALRB Employees

Telephone Caldex ( )653-3707

From: Dorothy Kojima
Personnel Analyst

Subject: Pay Days and Paid Holidays for 1993

<table>
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<th>MONTH</th>
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<th>PAID HOLIDAYS</th>
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<td>January 1 and 18</td>
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<tr>
<td>February</td>
<td>03-01-93</td>
<td>168</td>
<td>February 12 and 15</td>
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<tr>
<td>March</td>
<td>03-31-93</td>
<td>176</td>
<td>None</td>
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<tr>
<td>April</td>
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<tr>
<td>May</td>
<td>05-28-93</td>
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<td>May 31</td>
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<td>June</td>
<td>06-30-93</td>
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<td>October 11</td>
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<td>November 11, 25 and 26</td>
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<td>December</td>
<td>12-31-93</td>
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