CONVENIO COLECTIVO
ENTRE
H.P. METZLER & SONS, INC.,
Y
LA UNION
DE CAMPEÑOS
DE AMERICA, AFL-CIO

COLLECTIVE AGREEMENT
BETWEEN
H.P. METZLER & SONS, INC.,
AND
UNITED FARM WORKERS
OF AMERICA
AFL-CIO
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PARTIES

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

The parties agree as follows:

ARTICLE 1: RECOGNITION

A. Pursuant to the certification in ALRB Case No. 75-RC-66-F, the Company hereby recognizes the Union as the sole and exclusive bargaining agent with respect to rates of pay, hours of work and other conditions of employment, for all agricultural employees (as defined in Section 1140.4 (b) of the Agricultural Labor Relations Act) employed on its agricultural properties located in Fresno, Madera and Tulare Counties. In the event the ALRB certifies the Union for other employees of the Company not here included within the certified unit, such employees shall be included under the terms of this Agreement. Excluded from the bargaining unit are all other employees of the Company, including but not limited to office and sales employees, packing house employees, dehydrator employees, managerial employees, employees employed on agricultural properties of the Company not covered by the ALRB certification, employees employed by Pacific-Metzler Farms and supervisors as defined in Section 1140.4 (j) of the ALRA.

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.

If Company acquires any additional properties by lease or rent for agricultural purposes, then this Agreement shall apply.

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, nor will they promote or finance any labor organizations, including any competing labor organization.

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 nonparticipation 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.

G. Any claim by Union that on-the-job conduct of any non-bargaining unit worker is disrupting harmonious working relations may be treated as a grievance under procedures of this Agreement.

ARTICLE 2: UNION SECURITY

A. Union membership shall be a condition of employment. Each worker shall be required to become a member of the Union immediately following five (5) continual days after the beginning of employment, or five (5) days from the date of the signing of this Agreement, whichever is later, and to remain a member of the Union in good standing. The Union shall be 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 discharged or suspended within forty-eight (48) hours upon receipt of written notice from the Union to the Company, and shall not be re-employed 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 authorization signed by workers, directing the Company to make such deductions. The 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 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 applications and dues checkoff authorization forms as provided by the Union.

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

ARTICLE 3: HIRING

A. The Union shall operate and maintain a hiring hall facility through which the Company may secure new or additional workers. The Union will notify Company of the address and phone number of such facility nearest the location of the Company's operations.

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

C. Whenever at the beginning of any operating season (such as thinning, pruning, or harvesting) in any area of operation of the Company (such as tree fruit, grapes or nuts), 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 notify the Union of the exact starting date and time no later than seventy-two (72) hours prior to the actual date and time for commencement of the work. Union shall use its best efforts to furnish the requested number of workers. When workers are requested of the Union for the harvest, the Union shall notify the Company at least thirty-six (36) hours prior to the date and time fixed for the actual start of work as to the number of workers given work orders to report to work. Upon receipt of such notice, the Company shall be free to obtain such workers as are needed and not to be furnished by the Union from any other source.

D. In the event, during the operating seasons (as defined in Section C above) in any area of Company operations (as defined in Section C above), 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 and time 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 prior to the date the workers are to report for work. The Union shall advise the Company no less than twelve (12) hours prior to the scheduled date and time at which such workers are to report as to whether it was able to locate sufficient workers, the Company shall be free to obtain such workers as are needed and not to be furnished by the Union from any other source.

E. If the Company secures workers from other sources under the provisions of Sections C and D of this Article, the Company will make available to Union, in writing, 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.

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

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

ARTICLE 4: SENIORITY

A. Seniority is defined as Company date-of-hire seniority and shall be based upon the employee's length of continuous service with the Company in a particular job classification (such as equipment operators, irrigators or general labor). Layoffs are not considered a break in service. All employees on the payroll on the effective date of this Agreement shall have seniority dates based on their original dates of hire unless seniority has been broken in accordance with Article 4, Section B of this Agreement. If seniority is or has been broken, then it shall be based on the employee's most recent date of hire. After an employee has worked for the Company at least fourteen (14) work days within the preceding ninety (90) calendar days, he shall acquire seniority on the fourteenth (14) day of work retroactive to his date of hire. Whenever a commodity or crop season is less than twenty-eight (28) calendar days, an employee shall acquire seniority provided he works one-half (½) the number of work days in the season. It is understood that the days prior to acquiring seniority do not establish nor shall be a probationary period. There shall be no 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, failure to report to work within three (3) working days after notice to the employee's last known address on file with the Company unless satisfactory reasons are given, which shall not include continuation of other employment;
4. Failure to report to work at the termination of a leave of absence or vacation without an approved extension unless satisfactory reasons are given, or securing other employment during a leave of absence;
5. When any worker leaves the bargaining unit to accept a supervisory or other position with the Company outside the bargaining unit;
6. Failure to report for work unless the Company is notified during the second day of absence or a satisfactory reason is given, provided that the employee shall use his best efforts to notify the Company on the first day of absence.

C. In layoff of workers for lack of work or at end of the Company's operating season, the worker with the least seniority in the classification involved shall be laid off first, and in recall of workers from layoff, workers with highest seniority in the classification involved shall be recalled in their order of seniority.

D. Whenever a vacancy occurs in a job classification higher than general labor, such vacancy shall be posted on the Company's bulletin board. 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, provided that the posted job may be filled by the Company on a temporary basis until the position is permanently filled. Workers with seniority desiring consideration for the higher rated job will so indicate by signing the posting. The senior worker shall be selected for the vacancy and shall be given a reasonable opportunity to qualify. If such worker cannot perform the job, he shall return to his former classification and rate of pay. The Company will then select the next senior worker who signed the posting and shall follow the same procedure.

E. The Company, when anticipating the recall of seniority workers, shall notify the Union and the worker, not less than two (2) weeks prior to the estimated starting date of the work as to the approximate duration thereof, giving the Union the worker's name, social security number, seniority date, job classification and date of recall. The worker shall advise the Company of his intention to return to work on a Company provided form. The Company shall then notify the worker when to report for work, allowing reasonable time to report. All such notices 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 as to layoffs of seniority workers within seven (7) calendar days after the layoff date by giving the worker's name, social security number, seniority date, job classification and date of layoff.

G. Beginning with the signing of this Agreement and each calendar quarter 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 classification. Where more than one employee has the same original date of hire, the employee with the highest last four digits in his social security number shall have the higher seniority. 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 error it may find on such list.

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

I. When the lack of work requires reduction in force in any job classification, layoffs shall be in reverse seniority order; provided, however, that such workers may be pooled with workers in another classification. Workers reduced from any classification but not laid off, upon restoration of work force, shall return in seniority order to the classification from which reduced. If laid off, and if and when recalled under the provisions of Section E of this Article, workers reduced from any classification shall return in seniority order to such classification.

J. When a worker is promoted, he shall have a date of entry seniority in the new classification but retain his original seniority date of hire for all other purposes. However, if a promoted worker is to be laid off because of a permanent job elimination, he shall be entitled to bump any lesser seniority worker in his former classification.

K. Temporary vacancies, such as those created by a worker's short-term illness, injury or other temporary absence are not subject to posting. The Company will so far as possible fill such temporary vacancies with seniority workers. 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 PROCEDURES

A. The parties to this Agreement agree that all disputes which arise between the Company and Union out of the interpretation or application of this Agreement shall be subject to the grievance and arbitration procedure and shall be handled as follows:
B. 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. If the grievance is not resolved in the First Step, it may be referred to the Second Step; provided, however, that it must first be reduced to writing. Failure to file the grievance in writing within thirty (30) calendar days from the event giving rise to the grievance or the discovery thereof by the moving party shall constitute a waiver of said grievance; a grievance over a discharge shall be filed in writing within five (5) calendar days from the date of discharge and failure to file such a grievance within five (5) calendar days shall constitute a waiver thereof.

C. Second Step. Any grievance not resolved in the First Step shall, after being reduced to writing, be taken up by a representative of the Union and the Assistant General Manager of the Company within ten (10) calendar days of the filing of the written grievance.

D. Third Step. In the event the grievance is not resolved in the Second Step, the moving party may request that the matter be referred to arbitration, which request shall be made not more than thirty (30) calendar days from the filing of the written grievance. In accordance with this Article, the parties will make a good faith effort to agree on a permanent arbitrator whose duty it shall be to hear and decide upon any grievance as described above. In the event a permanent arbitrator is thus selected, either party may request, every six (6) months, that the identity of said permanent arbitrator be changed and that a new one be selected. In the event the parties are unable to agree upon a permanent arbitrator, they shall select an arbitrator for each case from a list of five (5) persons submitted to the parties by the California State Mediation and Conciliation Service. Each party shall alternately strike one name from said list (the first strike being determined by a coin toss) and the last name remaining shall be the arbitrator. If said individual is unable or unwilling to serve, the parties shall request a new list of five (5) names from the California State Mediation and Conciliation Service and the process shall be repeated. The arbitrator shall consider and decide the grievance referred to him, and his decision shall be final and binding on the Company, the Union and the employees. The arbitrator shall have no authority to modify, amend, change, alter or waive any provision or provisions of this Agreement. The arbitrator shall also have the authority to revoke or modify any form of discipline and to award back pay for loss of earnings if he so determines. The arbitrator shall have access to Company or Union property if he deems such to be necessary, providing no interference with the business of either party results.

E. Arbitration Procedures. Unless otherwise mutually agreed to, all testimony taken at arbitration hearings shall be under oath, reported and transcribed. The arbitrator's fees and expenses shall be paid by the losing party. If a question arises as to the losing party, this shall be decided by the arbitrator hearing the grievance then in dispute. The expenses and
fees of the reporter and the cost, if any, of a hearing room shall be borne equally by the Company and the Union. All other expenses incident to the arbitration shall be borne by the party incurring them.

F. Expedited Grievances and Arbitration. Any matter regarding an alleged violation of Article 1 - RECOGNITION, Article 2 - UNION SECURITY, Article 3 - HIRING, Article 4 - SENIORITY, Article 6 - NO STRIKE OR LOCKOUT, Article 14 - HEALTH AND SAFETY, and/or Article 37 - SUBCONTRACTING may, at the request of either party, be referred directly to arbitration without going through the initial steps of the grievance procedure. Unless otherwise agreed between the parties, the arbitration hearing in such circumstances may be held no sooner than three (3) work days after notice has been given to the other party. The arbitrator shall be empowered to adjudicate the dispute immediately and shall have the authority to direct the party violating Article 1, Article 2, Article 3, Article 4, Article 6, Article 14, and/or Article 37 to cease and desist immediately. Such order shall be final and binding and effective when given. The parties also 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 employees. It is recognized that there are times and there are certain issues that may arise herein where 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, the parties may agree to waive the initial steps of the grievance procedure and to proceed immediately to an arbitration hearing in the case of any grievance which arises under this Agreement. Upon such agreement, the parties shall use their best efforts to have the matter referred to the arbitrator for decision within three (3) calendar days from the time of such agreement. The duties and authority of the arbitrator under such circumstances shall be the same as provided above. The parties may also agree that the arbitrator issue a bench decision in such cases within twenty-four (24) hours of the close of the hearing.

G. 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.

H. Grievance Committee. A Grievance Committee of up to five (5) members may be established by the Union, which Committee may participate in any step of the grievance procedure. Time lost from their jobs in the processing of grievances shall not be paid for by the Company; provided, however, that Committee-men called to a meeting by the Company during working hours shall be paid by the Company.

I. The aggrieved worker shall have the right without any loss of pay, to be present at each step of the grievance procedure. In the event there are more than one (1) worker aggrieved, only one (1) worker representing the grievants shall have the right to be present at each step of the grievance procedure without loss of pay.
J. Nothing in this Article shall preclude the Trustee/Directors of the Robert F. Kennedy Farm Workers Medical Plan, the Juan de la Cruz Farm Workers Pension Fund, or the Martin Luther King Farm Workers Fund, or the Company from enforcing contributions due these funds or expenditures of these funds under this Agreement by means of litigation.

K. 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 and 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 OR LOCKOUT

A. Grievance Procedure Exclusive. The Company and the Union agree that the grievance and the arbitration procedures provided herein are adequate to provide for a fair and final determination of all grievances arising during the term of this Agreement and that such procedures shall be the exclusive remedy for such grievances.

B. No Strikes, Work Stoppages, etc. During the term of this Agreement, employees represented by the Union shall not engage in any strike, slowdown, sitdown, work stoppage, boycotts, picketing or any other such activities, and neither the employees, the Union, nor any officers, agents or other representatives of the Union shall authorize, assist, encourage, condone, ratify or lend support to, or in any way participate in any such activities.

C. No Lockouts. The Company agrees not to engage in any lockout during the term of this Agreement. Complete or partial reduction of operations for economic reasons shall not be considered a lockout.

D. The Union shall be responsible for using its best efforts to stop any conduct by its members which is in violation of this Article.

ARTICLE 7: RIGHT OF ACCESS TO COMPANY PROPERTY

A. Duly authorized and designated representatives of the Union shall have the right of access to Company premises covered by this Agreement in connection with the conduct of normal Union affairs in administration of this Agreement; provided, however, that there shall be no unnecessary interference with the productive activities of the employees. No more than two (2) such representatives shall be on any Company ranch at any one time, unless the parties otherwise mutually agree.

B. Before a Union representative contacts any of the workers during working hours pursuant to Section A of this Article;
such representative shall notify the Assistant General Manager of the Company or his designee.

C. The Union shall advise the Company of the names of its duly authorized and designated officials in writing. Such notice shall be effective upon receipt by the Company.

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 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 designated Steward or other Union official and such Union representative shall have the right to be present when formal charges are made, if he so desires. Provided, however, that if a situation occurs in an area wherein the Company deems it necessary to take immediate action and no Steward or Union representative is available, the Company may take action and must thereafter give written notice to the Union within the time limit in Section C below.

C. The designated 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 will be notified in writing as to 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: NO DISCRIMINATION

It is agreed that neither the Company nor the Union will discriminate against any employee on the basis of race, creed, color, sex, religion, national origin, language spoken, or political beliefs. The Company and the Union further agree not to discriminate because of age or union activity in violation of applicable federal or California law.

ARTICLE 10: WORKER SECURITY

A. Refusal to cross a legitimate and bona fide picket line as defined in this Section shall not be deemed a violation of this Agreement. Such a picket line is one established and maintained by a union, acting independently of the Union party
to this Agreement, at or about the premises of an employer with whom it is engaged in a bona fide dispute over wages, hours or working conditions of employees of said employer, a majority of which employees it represents as their collective bargaining agent. Collusive picket lines, jurisdictional picket lines, hot cargo picket lines, secondary boycott picket lines, informational picket lines and demonstration picket lines are not legitimate and bona fide picket lines within the meaning of this Agreement.

B. No employee under this Agreement shall be required to perform work that normally would have been done by employees of another company that is engaged in strike, as defined in Section A above.

C. Nothing in this Article is intended to constitute a limitation on the rights of the Company and obligations of the Union and the employees covered by this Agreement as set forth in Article 38 - GROWER-SHIPPER CONTRACTS.

ARTICLE 11: LEAVES OF ABSENCE

Leaves of Absence for Union Business

A. Upon written request of the Union, any employee 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. Fourteen (14) days written notice must be given the Company before the employee 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 the commencement of any such leave;
2. Such leave of absence shall not exceed 10% of any crew or 10% of the total work force;
3. This section shall not apply to operations during critical periods of the harvest, thinning or pruning if the granting of such leaves would result in harm to such operations.

Other Leaves

C. A leave of absence without pay shall be granted employees on the seniority list for either of the following reasons, without loss of seniority:

1. Up to one (1) year for verified personal illness or physical incapacity requiring absence from the job;
2. Up to thirty (30) days for valid personal reasons, if fourteen (14) days written notification is given to the Company, except in the case of an emergency;
3. Leaves for illness, physical incapacity or valid
personal reasons may be extended by the Company, if a request for such an extension is made by the employee in writing to the Company 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 employee, because of a special circumstance, will need additional time. All requests for and granting of leaves of absence and extensions thereof shall be in writing.

The granting of a leave of absence for valid personal reasons under subparagraph (2) above is contingent upon the Company's acquiring a qualified replacement for any employee who desires such leave of absence, if one is required and is further contingent upon the employee not engaging in other employment during such leave of absence.

D. If a leave of absence is found to have been obtained by fraud or misrepresentation, the employee may be subject to discharge.

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

F. Time spent on an authorized leave of absence under this Article shall not constitute time worked for any purpose under this Agreement.

ARTICLE 12: MAINTENANCE OF STANDARDS

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

B. The Company agrees to observe all past and established practices favorable to the workers or embodying procedures protective of worker rights, unless or until altered by this Agreement.

ARTICLE 13: SUPERVISORS AND BARGAINING UNIT WORK

A. Supervisors and other employees not included in the bargaining unit, shall not perform any work regularly performed by employees in the bargaining unit, except for instruction, training, experimental and development work,
ment and emergencies.

B. Nothing in this Article is intended to prevent the Company from utilizing supervisors to perform the technical functions and duties which they have historically performed, such as starting irrigation pumps; provided, however, that the Company will not apply this Article in a way which would avoid the recall of bargaining unit workers for work they would normally perform.

ARTICLE 14: HEALTH AND SAFETY

A. The Company and Union are interested in the health and safety of employees while working with the Company. It is understood and agreed that it is necessary in the sophisticated farming practices of today that certain agricultural chemicals must be used for the control of pests and growth of the product. The Company recognizes that use of such chemicals may be injurious to employees. The use of such chemicals must be such so as not to cause injury to employees. The Company agrees to make available to the Union upon request the following:

1. Location of field treated with injurious materials;
2. Name of material as commonly used or registration name;
3. Date and time material was applied and its formulation and amount of material applied;
4. Method of application;
5. Applicator's name and address, of 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 health or safety.

D. In accordance with law, there shall be adequate toilet facilities in the field, readily accessible to workers, that will be maintained by the Company in a clean and sanitary manner.

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

F. Tools and equipment necessary to perform the work and protective garments customarily necessary to perform the work and 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 returned which amount may be deducted from the final paycheck. Receipts for returned equipment shall be given to the worker by the
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, one baseline cholinesterase test and other additional tests shall be taken on those workers so employed at Company's expense when organo-phosphates are used and, if requested, results of said test(s) shall be given to an authorized Union representative.

ARTICLE 15: MECHANIZATION

In the event the Company decides to mechanize any of its operations that will result in the permanent displacement of bargaining unit employees, the Company, before commencing such mechanical operations, shall meet with the Union to discuss the training of displaced employees to operate and maintain the new mechanical equipment, the placing of displaced employees in other jobs with the Company, the training of employees for other jobs with the Company, or the placing of such employees on a preferential rehire list.

ARTICLE 16: MANAGEMENT RIGHTS

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

ARTICLE 17: UNION LABEL

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

A. Company will make available to the designated Union representatives, at 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, the 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 by Union members and shipped by the Company shall bear the Union Label or Seal. In this regard, the Company shall not sell, transfer, or assign its right to use said label or seal except upon written permission of Union. The color, size and placement of the label or seal on particular packages or containers shall be determined by the Company.

C. Security Clause. In the event of the Company's misuse of the Union Label or Seal on packages or units harvested and 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 CLASSIFICATION

In the event a new or changed classification within the bargaining unit is instituted by Company, the Company shall set the wage in relation to the classification and rates of pay in Appendix "A" and shall give the Union written notice one (1) week before such rate is put into effect. Whether or not the Union decides to challenge the proposed rate, the Company may put the rate into effect after such notice. If the Union and the Company cannot mutually agree upon a rate, the question of an appropriate rate shall be submitted to the grievance procedure of Article 5 including arbitration for determination beginning at the Second Step. Any rate agreed upon or decided by the arbitrator shall be effective from the institution of such new or changed classification.

ARTICLE 19: HOURS OF WORK AND OVERTIME

A. The regular work week shall be Monday through Sunday and the regular work day shall consist of nine (9) hours.

B. Overtime Premium Payments. All hourly workers who work in excess of nine (9) hours in any one day shall be compensated at the rate of 35¢ an hour above the worker's regular straight time rate of pay.

All hours worked on the seventh (7th) consecutive day in a work week shall be compensated at 1½ times the worker's regular straight time rate of pay. The requirements of this Section shall not be applicable to irrigators and piece rate workers.
C. There shall be no pyramiding of overtime premium payments.

D. Meal time breaks shall be one-half (½) hour and are not compensated for nor counted as hours worked under the terms of this Agreement.

E. When an hourly worker performs work in a higher rated job for a minimum of two (2) hours on any given day, he shall be paid at the higher rate for all time so worked.

F. When an hourly worker is working as a trainee for qualification for a higher rated job, he shall be paid for such training period at his then current rate of pay for a time period not to exceed twenty-eight (28) continuous calendar days.

G. Wage rates for specified job classification 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 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 crop, 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

Employee shall have paid rest periods of ten (10) minutes each which insofar as practical shall be taken in the employee's work area and shall be in the middle of each continuous four (4) hour work period or major portion thereof.

ARTICLE 22: VACATIONS

Beginning with the effective date of this Agreement,
vacations with pay shall be granted to eligible workers who qualify for such vacations. Each year employees shall be eligible for a vacation provided that, in order to qualify for vacation pay, employees must have worked one thousand (1,000) hours during any twelve (12) month period commencing with the effective date of this Agreement and each twelve (12) month period thereafter. Vacation pay shall be given to workers on October 31, of each year.

B. Vacation pay shall be computed on the basis of the indicated percentage of the eligible worker's gross earnings during the applicable twelve (12) month period:

1. During the first 24 months of the Agreement: 2% of gross earnings and one (1) week time off
2. During the last 12 months of the Agreement: 4% of gross earnings and two (2) weeks time off

C. In the event an eligible worker wishes to take time off for a vacation, the scheduling of the vacation shall be mutually agreed upon between the worker and the Company; provided, however that if more workers request a particular vacation period than can reasonably be spared by the Company, the worker with the highest seniority in the applicable classification 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 would have earned had he 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 this Agreement, Christmas Day, Thanksgiving Day, and Labor Day shall be paid holidays. In 1979, New Year's Day shall be added as a paid holiday.

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

B. 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 on which the holiday falls, and must work the scheduled workdays both immediately before and after the holiday.

If the next scheduled workday after the holiday is more than (5) calendar days after the holiday, the requirement for work on the scheduled workday after the holiday shall not apply.
C. Any work performed on the above listed holidays shall be paid for at the rate of one and one-half (1½) times the regular hourly rate of pay or average piece rate earnings during the preceding payroll period and shall be in addition to the workers regular earnings on that day.

ARTICLE 25: CITIZENSHIP PARTICIPATION DAY

A. The First Sunday of June of each year during the term of this Agreement, shall be designated as "Citizenship Participation Day". All workers on "Citizenship Participation Day" shall receive the daily average pay earned during the payroll week immediately preceding the holiday. Such pay shall be in addition to any pay due the worker if he is required to work on Citizenship Participation Day. Upon receipt of proper written authorization from the workers, the Company shall deduct from such worker's wages the pay received for Citizenship Participation Day and the Company shall remit such a sum to the Citizenship Participation 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 for working on such day.

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

C. Said report and monies shall be remitted to the Citizenship Participation 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.

ARTICLE 26: JURY DUTY 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 Section. A worker will be paid jury duty pay for serving on a jury in any legal proceeding not between the parties for any days of work missed due to the performance of such service. Jury duty is defined as the difference between the fees received by such worker for performing such service and what he would have received had he been working for the Company for each day of service. To receive pay under this provision, the worker must provide Company with a copy or notice summoning him to serve and if so requested, documentary evidence of the amount of fees received for performing such service.

ARTICLE 27: TRAVEL ALLOWANCE
A. When Company furnished transportation is available, workers using such transportation shall receive daily travel allowance based upon the following schedule from the designated place where the worker is told to report for the transportation to the job site:

- 40-64 road miles - $\frac{1}{2}$ hour each way
- 65-89 road miles - 1 hour each way
- 90-119 road miles - $1\frac{1}{4}$ hours each way
- 120 and over road miles - 2 hours each way

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

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

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. Workers shall be furnished a copy of the itemized deductions, hourly rates, hours worked and total wages each payday which shall include the worker piece rates production records, in accordance with the Company's past practices. The daily record of piece rate production for crews paid on a crew basis shall be available to the appropriate steward upon request.

B. The Union shall have the right, upon reasonable notice given to the Company, to examine time sheets, work production or other records that pertain to the workers' compensation. The Company reserves the right to have its representative(s) present at all times during such inspection. No original record shall be removed by the Union or its representative(s).

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 that
ARTICLE 31: ROBERT F. KENNEDY FARMWORKERS MEDICAL PLAN

The Company shall, commencing with the effective date of this Agreement, contribute to the Robert F. Kennedy Farmworkers Medical Plan 16½¢ per hour for each hour worked for all workers covered by this Agreement. Contributions due shall be computed on the basis of 16½¢ for every hour worked during the preceding monthly payroll period by every worker covered by the Agreement. Contributions due shall be deposited with such bank as designated by the Administrator of the Plan. Said deposits shall be made or mailed not later than the twentieth (20th) day of the month following the ending date of the previous month's payroll period, names of workers, social security numbers, total hours worked by workers, total number of workers and amount of medical plan contributions made shall also be prepared and forwarded not later than the twentieth (20th) day of the month following the ending date of the previous month's payroll period to Robert F. Kennedy Farmworkers Medical Plan, P.O. Box 92169, Los Angeles, California 90009.

ARTICLE 32: JUAN DE LA CRUZ PENSION FUND

The Company shall contribute to the Juan de la Cruz Farmworkers Pension Fund, ten (10) cents per hour for each hour worked by all workers covered by this Agreement, commencing with the effective date of this Agreement. Effective one (1) year after effective date of this Agreement, said contribution shall be increased to fifteen (15) cents per hour.

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

ARTICLE 33: MARTIN LUTHER KING FUND

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

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 number of workers and amount of contributions.

ARTICLE 35: WORKER HOUSING

A. The parties recognize that any provisions concerning camp housing are currently inapplicable to the business of the Company and agree to draft appropriate language for this Article on this matter if it becomes applicable, applying the following principles:

1. Non-discriminatory assignment of housing on a seniority basis;
2. Rentals and rates on a level not greater than current rates in the area for similar housing.

B. Nothing contained in this agreement shall preclude the Company from charging its employees rent for living in Company-owned houses, provided that rental charges shall not be greater than the then current rates in the area for similar housing.

C. The Company and the Union 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 36: BULLETIN BOARDS

The Company will provide a bulletin board at its shop area and at other places mutually agreed upon by Company and Union, upon which the Union may post notices of Union business.

ARTICLE 37: SUBCONTRACTING

A. The parties understand and agree that the hazards of agriculture are such that subcontracting may be necessary and proper. Subcontracting may be necessary in areas such as land leveling, custom land work, precision planting, agricultural chemicals and where specialized equipment not owned by the
Company is required.

B. The parties agree that, in the application of this Article, the following guidelines shall be used:

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

2. Subcontracting is permissible under this Agreement where the Company does not have the equipment to do the work being subcontracted. When the Company does subcontract pursuant to the terms of this Article, 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.

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

ARTICLE 38: GROWER-SHIPPER CONTRACTS

It is recognized by Company and Union that various types of legal entities are used by growers and shippers in the agricultural industry, including partnership, joint venture, and other legal contractual arrangements, in the growing, packing, harvesting and selling of agricultural crops. No provision of this Agreement shall be interpreted or applied so as to prevent the Company from entering into such legal arrangements nor will the Company subvert the Union by entering into these legal arrangements. In addition, whenever it is possible for the Company to perform the work of thinning, the Company will do so, it being the intent to provide jobs for bargaining unit workers.

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

The protections given by Union to Company under the provisions of this Article shall not be operative for a period in excess of the crop year or twelve (12) months, whichever is less, or in the event there are economic or other sanctions by the Union against any party to the partnership, joint venture or other legal contractual relationship at the time of entry thereof.
ARTICLE 39: LOCATION OF COMPANY OPERATIONS

The Company shall provide the Union upon request, the exact locations of the Company's agricultural operations which are covered by this Agreement for use by Union representatives, pursuant to Article 7 of this Agreement, RIGHT OF ACCESS TO COMPANY PROPERTY.

ARTICLE 40: MODIFICATION

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

ARTICLE 41: SAVINGS CLAUSE

In the event any portion of this Agreement shall become ineffective as 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 insure to the benefit of the parties and their successors and assigns. Successors and assigns for the purpose of this Article applies to a sale or other transfer of the business and ownership of the Company. A sale of assets, either in whole or in part, which does not involve continuation of the workers of the Company to operate such sold or transferred business or assets shall not be subject to the provisions of this Article.

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

ARTICLE 43: GENDER

Wherever the masculine gender appears in this Agreement it shall be taken to include the female gender and wherever the female gender appears, it shall be taken to include the masculine gender.

ARTICLE 44: DURATION OF AGREEMENT

This Agreement shall be in full force and effect from May 23, 1977 to and including May 22, 1980. This Agreement shall automatically renew itself upon expiration unless either of the parties desiring to terminate or modify the Agreement shall have given notice thereof in writing to the other party at least sixty (60) days prior to the expiration date. In addition, the party desiring to terminate or modify the Agreement shall
notify the Conciliation Service of the State of California within thirty (30) days after such notice has been sent as to the existence of a dispute, provided no agreement has been reached by that time. All terms and conditions of this Agreement shall continue in full force and effect for a period of sixty (60) days after such notice is given, or until the expiration date hereof, whichever occurs later.

Executed this 16th day of June, 1977.

UNITED FARM WORKERS OF AMERICA, AFL-CIO    H. P. METZLER & SONS, INC.

By: Cesar E. Chavez                        By: Ronald H. Metzler
    Gilbert Padilla                         Dennis K. Metzler
    Tanis Ybarra
    Rebecca Mendibles
    Mario E. Trevino
    Manuel A. Leal
    Florencio Albarez
    Ramon Gonzalez
    Jose G. Cadena

APPENDIX "A"

WAGES

Section A: Hourly Rates

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<th>Job Classifications</th>
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Section B: Piece Rates

1. Piece rates for all work performed by employees of the Company shall in accordance with past practice, be determined by the appropriate crew supervisor after consultation with the workers and due consideration has been given to the variety involved, location and yield. Piece rates shall be established prior to the commencement of work and may be adjusted up but not down. The Company will provide a duly authorized representative of the Union a daily report including the acreage, variety, location, units, the rates and the total number of hours worked by each employee. Any dispute arising pursuant
to this procedure shall be subject to the grievance procedure.

2. At least sixty (60) days prior to the first anniversary date of this agreement, either party may notify the other of its desire to negotiate specific rates for work covered by the preceding paragraph (1) above. In the event such notice is given and an agreement between the parties is reached, such shall be made part of this agreement. In the event no such notice is given or if given, no agreement is reached, the terms of the preceding paragraph (1) above shall remain in effect until such time that piece rates and a system for piece rates can be established. It is the intention of the parties pursuant to this paragraph (2) to attempt to arrive at a method of rewarding piece rate workers for the quality of their work and to embody such method in this agreement. Before such method is embodied in this agreement, there shall be discussions and agreement with the Union. In their discussions the parties shall pay particular attention to the date gathered pursuant to paragraph (1) above, as well as any other pertinent statistics and information.

3. Piece rate workers shall each be guaranteed on a daily basis the general labor rate.

APPENDIX "B"

JOB DESCRIPTIONS

General Labor

This classification covers general field harvesting, pruning, thinning, weeding, shoveling, suckering and other duties not otherwise covered by other wage classifications, or new changed operations that may be subject to Article 18 - NEW OR CHANGED CLASSIFICATIONS.

Irrigation Foreman

Works as leadman with irrigation crew. Assigns specific tasks to workers and assists in training new irrigators. May drive company pickup. When requested, he records irrigators' time.

Performs regular irrigation duties. May be required to substitute for Supervisor to work with irrigators when Supervisor is unavailable.

Reports to Division Manager for hiring, firing and discipline.

Irrigator I

Installs, moves and services the appropriate irrigation systems for the distribution of water to the farming operations as directed by the company. Is able to perform foregoing functions without much instruction from the company. Drives tractor as necessary to properly prepare ends and borders of fields.

Irrigator II

Performs similar tasks as Irrigator I except requires close supervision.
Tractor Driver I

Capable of precision furrowing, listing, discing, scraping, grading and other tractor operations. Able to set and adjust implements without supervision. Can perform routine maintenance.

Tractor Driver II

Performs all other tractor and equipment operations except those listed in classification Tractor Operator I.

Truck Driver I

Able to drive diesel truck including sets of doubles and semis. Performs routine maintenance such as cleaning and lubrication. May be required to load trucks with fork lift.

Truck Driver II

Drives bobtails or other small trucks. Performs routine maintenance and lubrication such as cleaning and lubrication. May be required to load trucks with fork lift.

Fork Lift Operator

Operates all makes and models of fork lifts used to load and unload trucks at such times as a fork lift operator is required on a full shift basis.

Mechanic I

Has complete set of tools. Journeyman mechanic capable of doing any repairs on all machinery or equipment without direction from Shop Manager or Assistant Shop Manager. Must specialize in at least one phase of work such as engine rebuilding, hydraulics or welding.

Mechanic II

Has complete set of tools. Capable of making all repairs with supervision by Shop Manager or Assistant Shop Manager or Mechanic I. Can perform most mechanic operations.

Assistant Mechanic

Has some tools. Can perform simple jobs such as tune-ups, brake jobs, remove and install assemblies, tire repair and service equipment. Works under direction of Mechanic I and Mechanic II.

Field Equipment Serviceman

Operates service truck. Capable of doing certain repairs such as tune-ups, brake jobs, tire repairs, install assemblies and service equipment. Reports all equipment repairs and problems to shop manager.
SIDE LETTER CONCERNING:

ARTICLE 4: SENIORITY

H.P. Metzler & Sons, Inc., and the United Farm Workers of America, AFL-CIO, hereby agree that the terms and conditions of this side letter shall be deemed a part of and incorporated by reference in that collective bargaining agreement between the parties the term of which is May 23, 1977 through May 22, 1980.

It is understood and agreed between the parties that Jose de Jesus Martinez because of past practice with the Company be exempt from the provisions of Article 4 - SENIORITY, Section B, Subsection 5.

UNITED FARM WORKERS OF AMERICA, AFL-CIO H.P. METZLER & SONS, INC.

By: Cesar E. Chavez
    Gilbert Padilla

By: Ronald H. Metzler
    Dennis K. Metzler

Dated: 6/16/77

SIDE LETTER CONCERNING:

ARTICLE 5: GRIEVANCE & ARBITRATION PROCEDURES

H. P. Metzler & Sons, Inc., and the United Farm Workers of America, AFL-CIO, hereby agree that the California Mediation and Conciliation Service shall be the permanent arbitrator for the first six (6) months under this Agreement as provided for in Section D, Article 5. It is understood and agreed that both parties will abide by the recommendations of the Conciliator who may render opinions. The recommendations and opinions of the Conciliator shall be final and binding on the parties in the same manner as if rendered by an arbitrator. The remaining provisions of Article 5, Section D shall remain in effect.

UNITED FARM WORKERS OF AMERICA, AFL-CIO H.P. METZLER & SONS, INC.

By: Cesar E. Chavez
    Gilbert Padilla

By: Ronald H. Metzler
    Dennis K. Metzler

SIDE LETTER CONCERNING:

ARTICLE 7: RIGHT OF ACCESS TO COMPANY PROPERTY

H.P. Metzler & Sons, Inc., and the United Farm Workers of America, AFL-CIO, hereby agree that the terms and conditions of this side letter shall be deemed a part of and incorporated by reference in that collective bargaining agreement between the parties the term of which is May 23, 1977 through May 22, 1980.

It is hereby agreed between the parties that, in addition to the requirements set forth in Article 7, Section B, before the Union representative contacts workers of the Company he shall notify the designated representative of the Company as to the
time and duration of his proposed contacts with employees and shall specify the location of his proposed contacts as well as the number of proposed contacts he intends to make.

UNITED FARM WORKERS OF AMERICA, AFL-CIO  H.P. METZLER & SONS, INC.

By: Cesar E. Chavez  By: Ronald H. Metzler
       Gilbert Padilla  Dennis K. Metzler

Dated: 6/16/77

SIDE LETTER CONCERNING:

ARTICLE 17: UNION LABEL

H. P. Metzler & Sons, Inc., and the United Farm Workers of America, AFL-CIO, hereby agree that the terms and conditions of this side letter shall be deemed a part of and incorporated by reference in that collective bargaining agreement between the parties the term of which is May 23, 1977 through May 22, 1980.

It is understood and agreed between the parties that, during the term of the collective bargaining agreement, the Company may continue its method of conducting business with regard to the packing and shipping of fruit grown and harvested by growers doing business with the Company and that such method of doing business shall not constitute a misuse of the Union Label under the Agreement, irrespective of whether the fruit involved is actually harvested by the Company's employees.

UNITED FARM WORKERS OF AMERICA, AFL-CIO  H.P. Metzler & Sons, Inc.

By: Cesar E. Chavez  By: Ronald H. Metzler
       Gilbert Padilla  Dennis K. Metzler

Dated: 6/16/77

SIDE LETTER CONCERNING:

ARTICLE 22: VACATIONS

H.P. Metzler & Sons, Inc., and the United Farm Workers of America, AFL-CIO, hereby agree that the terms and conditions of this side letter shall be deemed a part of and incorporated by reference in that collective bargaining agreement between the parties the term of which is May 23, 1977 through May 22, 1980.

It is understood and agreed between the parties that the below listed employees because of prior service to the Company shall upon qualifying for vacations be paid four (4%) percent of their gross earnings for vacation pay instead of the two (2%) percent stipulated in Article 22, Section B.1.

1. Manuel Camarillo
2. Andres Rodriguez
3. Margarito Galvan
4. Jose Hector Garza
SIDE LETTER CONCERNING:

ARTICLE 27: TRAVEL ALLOWANCE

H.P. Metzler & Sons, Inc., and the United Farm Workers of America, AFL-CIO, hereby agree that the terms and conditions of this side letter shall be deemed a part of and incorporated by reference in that collective bargaining agreement between the parties the term of which is May 23, 1977 through May 22, 1980.

It is understood and agreed between the parties that at the present time none of the Company's present operations are covered by Article 27 - Travel Allowance.

SIDE LETTER CONCERNING:

ARTICLE 32: JUAN DE LA CRUZ PENSION FUND

ARTICLE 33: MARTIN LUTHER KING FUND

H.P. Metzler & Sons, Inc., and the United Farm Workers of America, AFL-CIO, hereby agree that the terms and conditions of this side letter shall be deemed a part of and incorporated by reference in that collective bargaining agreement between the parties the term of which is May 23, 1977 through May 22, 1980.

It is understood and agreed between the parties that, during the term of the collective bargaining agreement, the following provision shall be applied to Article 32 and Article 33: Before contributions under Article 32 and Article 33 are made on a worker's behalf, he must have worked for the Company for a minimum of fifty-four (54) hours. No contributions under these Articles shall be made on behalf of any worker who does not work said minimum number of hours. Once the worker has worked fifty-four (54) hours, contributions shall be made on the worker's behalf for all hours worked retroactive to his first hour worked.
SIDE LETTER CONCERNING:

ARTICLE 35: WORKER HOUSING

H.P. Metzler & Sons, Inc., and the United Farm Workers of America, hereby agree that the terms and conditions of this side letter shall be deemed a part of and incorporated by reference in that collective bargaining agreement between the parties the term of which is May 23, 1977 through May 22, 1980.

It is understood and agreed between the parties that Company employees presently living in Company housing shall be excluded from Section B, Article 35. The employees listed below will continue to reside in Company housing under the same conditions that prevailed prior to the signing of this Agreement.

1. Andres Rodriguez
2. Margarito Galvan
3. Manuel Camarillo
4. Jose Hector Garza
5. Nestor Marin
6. Jose Ruiz

UNITED FARM WORKERS OF AMERICA, AFL-CIO

By: Cesar E. Chavez
    Gilbert Padilla

H.P. METZLER & SONS, INC.

By: Ronald H. Metzler
    Dennis K. Metzler

Dated: 6/16/77