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Field 73-76

AGREEMENT

The AGREEMENT is made and entered into by and between BUD ANTLE, INC., hereinafter referred to as the "Company" and the GENERAL TEAMSTERS, WAREHOUSEMEN AND HELPERS UNION, LOCAL 890, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union" acting for and on behalf of the hereinafter designated employees of Bud Antle, Inc.

WITNESSETH:

SECTION 1 - RECOGNITION:

The Company agrees to recognize the Union as the sole and exclusive bargaining agent for all persons employed in all areas of the Company's operations in the growing, packing and harvesting of agricultural commodities. No superintendent, assistant superintendent or foreman having authority from the Employer to hire, fire, or direct the work force shall be a member of the Union. The provisions of this paragraph and this whole agreement are subject to the limitations of any applicable local, state, or federal law, and in the event any 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 legal in accordance with such laws make the remainder of the agreement terminate or to be invalid.

SECTION II - UNION SECURITY:

(a) If any person who is not a member of the Union be employed, such person shall, on the day commencing work for the Company, make application to become a member of the Union, and the Union agrees that it will not discriminate against such applicant; any employee to whom membership is made available on the same terms and conditions generally applicable to other Union members and who fails to become a member of the Union, or whose membership in the Union is terminated because of failure to tender the periodic dues and initiation fees uniformly required by Union, shall, upon written request by the Union to the Company, be discharged and shall not be re-employed until the Union indicates in writing that he has paid such dues and initiation fee.

(b) Within five (5) days after employment the Company shall notify the Union, by telephone or on cards furnished by the Union, of the name, address, social security number, date employed, and job classification of any employee covered under the terms of this agreement.

(c) The provisions of Section II, (a) and (b) of this agreement shall have no application to the operations of the Company, if any, in the State of Arizona and the whole of said section is hereby deleted for the operations in the State of Arizona. The Union asserts that the amendment to the Constitution of the State of Arizona, commonly referred to as "The Right to Work Bill", is unconstitutional and invalid and specifically

reserves the right to secure a judicial determination thereof. Should the said constitutional amendment be repealed or held invalid by the court as last resort, the provisions of this part (c) of Section II of the agreement shall be eliminated and the provisions of (a) and (b) of Section II of this agreement shall thereupon become effective as to operations in Arizona, except as same may be modified or superseded by any act of Congress.

(d) Upon written authorization by the employee, the employer shall deduct all initiation fees and dues from the check of the employee and forward same to the office of the Local Union by the 10th day of each month.

(e) There shall be no discrimination in hiring or in conditions of employment based upon race, religion, color, age, creed, sex or natural origin. Bud Antle, Inc. being an Equal Employment Opportunity Employer, agrees that this obligation includes, but is not limited to the following: hiring, placement, upgrading, transfer, or demotion, recruitment, advertising, or solicitation for employment, treatment during employment, rates of pay or other forms of compensation, layoff or termination.

(f) Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the firm's working schedule.

(g) Should the provisions contained in (a) or (b) above, of this Section III, become unlawful, then the parties agree to modify said provisions so as to provide the maximum union security and check-off allowed by law.

#### SECTION III - MANAGEMENT RIGHTS:

Bud Antle, Inc. shall have the exclusive right to direct the work force, to direct the means and accomplishments of any work, to determine the number of workers required for any job including the number to be employed at any particular piece rates of pay as may be provided hereinafter, subject to Section IX (c) below, and Bud Antle, Inc. shall have the right to hire and fire workers subject to the provisions of this contract.

#### SECTION IV - HOURS AND OVERTIME:

Time worked on Sunday and on holidays as hereinafter provided shall be at one and one-half (1½) times the regular rate of pay for the work performed unless otherwise provided in the schedules attached hereto. Effective March 16, 1975 all time worked in excess of eight (8) hours in any one (1) day shall be paid at one and one-fourth (1¼) times the regular hourly rate of pay. Overtime does not apply to piece rates except on Sundays and Holidays.

#### SECTION V - HOLIDAYS:

The following days shall be observed as holidays, and all work performed upon said days shall be paid at the overtime rate: Sunday, Christmas, New Year's Day, Washington's Birthday, Fourth of July,

Memorial Day, Labor Day, Veterans Day, and Thanksgiving.

When a holiday falls on Sunday, the day designated by State or Federal proclamation shall be observed as the holiday.

SECTION VI - CALL TIME:

All workers shall report to the place called for work at the time called and they shall be paid from the time called until released, and shall be paid a minimum of four (4) hours for each call whether or not work is provided at the hourly guaranteed rate or their piece rate earnings whichever is higher. The call provision 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 Bud Antle, Inc. Any call may be rescinded by notification to employees before reporting for work.

SECTION VII - NO STRIKE - NO LOCKOUT:

(a) The Union and Company agree that there shall be no lockouts, strikes, slow downs or economic action or any other interruption of work during the life of this Agreement. The foregoing sentence shall not apply to any action with respect to a dispute which the Union has with the Company regarding employees of the Company not covered by this agreement.

(b) It shall not be a violation of this Agreement or cause for discharge where any employee refuses to cross a picket line in the performance of his duties when such picket line is sanctioned by Local 890, and the Joint Council of Teamsters and Western Conference of Teamsters and the International Teamsters Union.

#### SECTION VIII - DISPUTES AND GRIEVANCE:

Should any dispute or grievance arise as to the terms or interpretation or any provisions of this agreement that cannot be settled amicably between the Business Agent of the Union and Representative of the Company, such disputes shall be referred to an arbitration committee, consisting of one representative from the Company, one representative from the Union, and one third disinterested party selected by the Company and the Union. In the event the representative of the Company and the Union cannot agree upon who the third disinterested party shall be within ten (10) days, they shall call upon the Federal Mediation and Conciliation Service to appoint such third disinterested party. Decision of a majority of the arbitration committee of the three members shall be final and binding upon the parties of this agreement. Any expense incurred covering the disinterested third party shall be borne equally by the Company and the Union.

#### SECTION IX - WAGES, JOB CLASSIFICATION AND JOBS COVERED:

(a) Rates of pay, jobs covered, job definitions and descriptions are attached hereto as appendixes. Such appendix or appendixes shall be acknowledged by the signature of a representative of the Company, and signature of a representative of the Union.

(b) Employees that work on harvest crews shall receive traveling expenses between areas per schedule below. Employees must be at work the first day that their crew starts in the new

area or at the expiration of the travel time to qualify for the traveling expenses permitted below.

Salinas/Firebaugh	\$10.00 - 2 days
Salinas/Blythe	20.00 - 3 days
Salinas/ Red Rock	30.00 - 3 days
Firebaugh/Blythe	20.00 - 3 days
Firebaugh/RedRock	30.00 - 3 days
RedRock/El Centro	16.00 - 2 days
Salinas/Oxnard	16.00 - 2 days

(c) There shall be no reduction in present rates of pay or conditions which are in excess of those established under the terms of this agreement.

(d) In the event any new operation or classification shall be commenced by the Company in any of its operations, whether in field or packing shed, the Company shall notify the Union to negotiate the wage scale and working conditions for new operations. Such additional agreements, supplements and exhibits shall be made a part of here of and subject to all the same terms and conditions as are provided by the general provisions of this agreement. By the provisions of this paragraph, the Company does not relinquish any of its rights established by Section III above.

#### SECTION X - UNEMPLOYMENT INSURANCE AND WORKMEN'S COMPENSATION

The Company agrees at its expense to provide unemployment insurance to all workers covered by this Agreement under applicable State Acts, where available, or under Federal legislation to the extent State Insurance programs are not available. The Company further agrees to provide at its expense Workman's Compensation Insurance whether or not required by law.



SECTION XI - HEALTH AND WELFARE:

All employees under this agreement shall be provided coverage with Bud Antle, Inc. Agriculture Health and Welfare plan. The cost of such plan is to be paid by the Company. The employee shall qualify for benefits after one (1) month of employment and in which atleast eighty (80) hours of work was performed. The employee shall continue to qualify for benefits by working atleast eighty (80) hours during each succeeding month. The benefits provided by such plan shall be as set forth in Appendix E attached hereto.

SECTION XII- COLLECTIVE BARGAINING:

The Union agrees with the Company that insofar as any matters pertaining to this agreement which shall be submitted to the membership of the Union that only those workers employed by the Company and covered by this agreement shall have the right to determine whether or not to accept or reject modifications, extensions or consider other matters relating to this agreement. In other words, the Company shall deal solely with its own employees through the Union representative as provided by this agreement.

SECTION XIII - FUNERAL AND JURY LEAVE:

In the event of a death in the family (father, mother, wife, husband, brother, sister, son or daughter without exception), a regular employee shall be entitled to a maximum of 2 days off with pay at his or her regular hourly rate of pay to attend

the funeral provided the attendance days fall within the regular scheduled work week. Employees shall be paid not more than eight (8) hours per day at their regular hourly rate of pay when on jury duty.

SECTION XIV - SENIORITY:

(a) All employees who have been in the employ of the Company thirty (30) days or longer shall have their names placed on a seniority list in the order of the day of hiring, and such list shall be posted by the employer on the bulletin board. New employees shall be temporary employees until their names are placed on the seniority list, and may acquire seniority upon completion of thirty (30) days employment. There shall be no responsibility for rehiring temporary employees if they are laid off prior to obtaining seniority.

(b) Seniority shall be cumulative from the beginning of the 1961 season and all persons having seniority beginning in that season shall be deemed to have equal seniority.

(c) All jobs shall be filled and all rehires shall be made from the regular list in order of seniority, and thereafter vacancies shall be filled from the list in the same order, provided that persons having seniority are capable of performing in a manner satisfactory to the employer the work which is available, provided however that the right of appeal shall exist as provided in Section VIII hereof Disputes and Grievances. Similarly, layoffs from work shall be made in the reverse order of seniority, due consideration being

given to the ability of employee laid off and of the remaining employees to perform the work available in a manner satisfactory to the employer, subject to the right of appeal as provided in Section VIII hereof.

(d) Seniority shall be broken for the following reasons:

- (1) Voluntary quitting;
- (2) Discharge for cause;
- (3) Failure to report for work under the terms of the seniority provision;

(e) If an employee is discharged for cause by an employer when working in a district, he shall lose all seniority rights with such employer.

(f) All grievances relating to seniority shall be made in writing to the employer within seven (7) days, and any employee failing to do so shall waive his right to bring such matters as a grievance.

(g) The employer shall have the right to discharge any employee for insubordination, drunkenness, incompetency, failure to perform work as required, or failure to observe safety rules and regulations or employer's posted rules and regulations. However, any employee who feels that he has been unfairly discharged shall have the right within seven (7) days to bring the matter as a grievance. Failure to act in writing within seven (7) days shall waive the grievance.

#### SECTION XV - LEAVES OF ABSENCE:

Written leaves of absence are required for periods of leave exceeding 10 days and may be granted to an employee by his applying to and receiving approval from the Company and the Union. All leaves of absence shall be in writing, signed by

the Company and employee, and one copy shall be sent to the Union.

If an employee is not able to work due to illness, his seniority shall be protected for a period of time up to 3 years. In the event the illness exceeds 3 years, based on the circumstances of the case, seniority may be reinstated by mutual agreement of the parties.

SECTION XVI - VACATIONS:

An employee shall receive vacation pay by qualifying under either Plan A or Plan B, whichever provides the employee the higher vacation benefits;

PLAN A

(1) Upon completion of atleast forty (40) weeks of service withing the 52 week period beginning July 15, 1964, the employee shall receive a one (1) week vacation with pay equal to forty-eight (48) hours at his usual straight time rate of pay yearly.

(2) Upon completion of atleast 120 weeks of service within the 156 week period beginning January 1, 1970, the employee shall receive a two (2) week vacation with pay equal to ninety-six (96) hours at his usual straight time rate of pay yearly.

PLAN B

(1) An employee who has completed 1500 hours of work during a calendar year shall receive a paid vacation amounting to two percent (2%) of the employee's gross Company earnings in the said year. After an employee has worked 3 years for the Company in which the employee has qualified for a vacation, and so long as his or her seniority is not thereafter broken, then said employee shall be intitled to a paid vacation amounting to four percent (4%)

of the said employee's gross company earnings in the preceding year.

(2) Vacations shall be taken at such time as will cause the least inconvenience to the Company. Each employee qualifying for a vacation shall receive one weeks vacation for each two percent (2%) of gross company earnings received under the previous paragraph.

#### SECTION XVII - HEALTH & SAFETY:

All applicable federal and state laws, rules and regulations concerning the health and safety of employees are herein incorporated. Any alleged violations shall be immediately corrected subject to the grievance and arbitration provision of this agreement.

#### SECTION XVIII - PENSION:

Company shall contribute to the Western Conference of Teamsters Negotiated Pension Trust Fund 10¢ per hour for each and every hour worked or paid for each employee covered by this agreement commencing July 15, 1973 until March 15, 1975, at which time the Company shall increase its contribution to 15¢ per hour for the remainder of the term of this agreement. The parties agree to accept the provisions, rules and regulations of aforementioned Trust Fund as established by the Trustees of such Trust Fund.

#### SECTION XIX - REST PERIODS:

Rest periods shall be taken insofar as practical in the middle of each work period. Rest periods shall be provided at the rate of 10 minutes per four (4) hours work. A rest period shall be required for work shifts less than 3½ hours. Rest period time shall be counted as hours worked. Past rest period practices on wrap lettuce machine harvest shall continue for the duration of

this agreement.

SECTION XX - DURATION OF AGREEMENT:

This Agreement shall be in full force and effect from April 1, 1973 and shall continue in full force and effect and shall be binding on the parties hereto through March 15, 1976. This Agreement shall automatically renew itself for a period of one (1) year from the expiration date hereof unless either of the parties shall give notice in writing to the other party sixty (60) days prior to the expiration, requesting negotiations for a new agreement of modification hereof.

IN WITNESS WHEREOF the parties hereto have set their hands and affixed their seals this 16 day of April 1973.

BUD ANTLE, INC., a California Corporation

By Robert Antle

General Teamsters, Warehousemen & Helpers  
Union, Local 890

By Ray Burditt

APPENDIX A  
WRAPPED LETTUCE

1. MACHINE HARVEST - HAND WRAP OPERATIONS:

Job Classifications:

Cutter, Set-ups, Trimmers, Trimmer-Set-ups, Hand wrapper, Carton Filler, Container gluer-Sealer, Stacker-loader.

<u>WAGE RATES:</u>	<u>4-4-73</u>	<u>3-16-74</u>	<u>3-16-75</u>
Guaranteed Hourly Wage	2.52	2.65	2.78
Piece Rates per Carton	.496	.521	.546

(a) Stand by time due to Machinery failure shall be paid at the guaranteed hourly rate of pay per hour.

(b) A \$.02 piece rate premium shall be paid when the crew is using a film other than Trycite or Stretch PVC film if said film causes a slow down.

(c) Piece rates or the hourly rates paid shall be for the work performed daily, whichever is greater. Where the Company changes fields, the piece rate shall be calculated versus the hours by each field and the greater of the two shall be paid.

(d) When the Employee earns piece rate for the time covered the employee shall be paid that piece rate for the time worked and shall be paid for the remaining guaranteed work time at the hourly rate, provided such employee performs all work assigned by the employer.

Acknowledged and Accepted:  
General Teamsters, Warehousemen,  
and Helpers Union Local 890

For the Union

By

Ray Burdett

Date 4-16-1973

For Bud Antle, Inc., a  
California Corporation

By

Bud Antle

Date 4.16.73

APPENDIX B

NAKED LETTUCE HARVEST

1. LETTUCE HARVEST - GROUND PACK OPERATIONS:

Job Classifications:

Carton spreader, Cutter, Trimmer, Packers, Carton Sealers and Gluers, Water Sprayer, Lidders, Windrow stackers - Loaders.

<u>WAGE RATES:</u>	<u>4-4-73</u>	<u>3-16-74</u>	<u>3-16-75</u>
Guaranteed Hourly Wage	2.52	2.65	2.78
Piece Rates Per Carton	.496	.521	.546

Varying numbers of workers shall be assigned from among the crew to the specific tasks required for the field in which the work is done, as determined by the Company. The Company's standards are the highest in the industry and include the procedure of three (3) cutter-trimmers being used in conjunction with two (2) packers packing humps and folded glued cartons are furnished and to be used at all times, or as directed by the Company.

(a) Piece rates or the hourly rates paid shall be for the work performed daily, whichever is greater. Where the Company changes fields, the piece rate shall be calculated versus the hours by each field and the greater of the two shall be paid.

(b) When the Employee earns piece rate for the time covered the employee shall be paid that piece rate for the time worked and shall be paid for the remaining guaranteed work time at the hourly rate, provided such employee performs all work assigned by the employer.

Acknowledged and Accepted:  
General Teamsters, Warehousemen,  
and Helpers Union Local 890

For The Union

By

Ray Burdett

Date

4-16-1973

For Bud Antle, Inc., a  
California Corporation

By

Ruben Antle

Date

4-16-73



APPENDIX C

CELERY FIELD HARVEST

1. CELERY FIELD HARVEST - GROUND PACK OPERATION:

Job Classifications:

Container-Spreader, Cutter, Trimmer, Packer, Container Sealer, Lidder, Gluer, Water Sprayer, Windrow-Stackers Loaders Labelers.

<u>WAGE RATES:</u>	<u>4-4-73</u>	<u>3-16-76</u>	<u>3-16-75</u>
Guaranteed Hourly Wage	2.52	2.65	2.78
Piece Rates Wirebounds	.713	.728	.743
Piece Rates Heart Material	.349	.356	.363
Piece Rates Sturdee Crates	.697	.712	.727
Piece Rates 2/3 Foam	.447	.456	.456
Piece Rates 2/3 Foam bagged	.619	.631	.643
Piece Rates Wirebound Taco Wrap	.917	.936	.955
Piece Rates 1/2 Carton	.349	.356	.363
Piece Rates 2/3 Carton	.469	.479	.489

(a) Varying numbers of workers shall be assigned from among the crew to the specific tasks required for the field in which the work is done, as determined by the Company.

(b) Piece rates or the hourly rates paid shall be for the work performed daily, whichever is greater. Where the Company changes fields, the piece rate shall be calculated versus the hours by each field and the greater of the two shall be paid.

(c) When the Employee earns piece rate for the time covered the employee shall be paid that piece rate for the time worked and shall be paid for the remaining guaranteed work time at the hourly rate, provided such employee performs all work assigned by the employer.

Acknowledged and Accepted:  
General Teamster, Warehousemen,  
and Helpers Union Local 890

For the Union

By Ray Burditt  
Date 4-16-1973

For Bud Antle, Inc., a  
California Corporation

By Robert Antle  
Date 4-16-73

APPENDIX D

FARM LABOR AND MISCELLANEOUS HARVEST

ALL AREAS:

Job Classification:

<u>Guaranteed Hourly Wage</u>	<u>4-4-73</u>	<u>3-16-74</u>	<u>3-16-75</u>
Tractor Operators:			
**Class I	3.20	3.36	3.52
**Class II	3.10	3.25	3.40
Irrigate	2.41½	2.53½	2.65½
Thin-Hoe	2.41½	2.53½	2.65½

Acknowledged and Accepted:  
General Teamsters, Warehousemen  
and Helpers Union Local 890

For the Union

By Ray Burditt  
Date 4-16-1973

For Bud Antle, Inc., a  
California Corporation

By Robert Antle  
Date 4-16-73

\*\* Class I - Operator who performs listing, precision planting, precision application of agriculture chemicals. Operator shall receive Class I rate of pay as his rate of pay including all time worked in classification of lesser rates of pay.

\*\* Class II - Operator who performs work other than that listed under Class I, shall receive Class II rate of pay as his rate of pay including all time worked in job classifications of lesser rates of pay.

NOTE: Until 3-16-75, time and one half (1½) shall be excluded from Tractor Operators Classes I and II, Irrigators and Thinners on all Sundays.

## APPENDIX E

### AGRICULTURE HEALTH AND WELFARE PLAN

#### SCHEDULE OF BENEFITS

Coverage A - Basic Program  
(Insured persons under 65 years of age)

#### FUNERAL EXPENSE BENEFIT

Maximum payment - Employee only \$ 600.00

#### SPECIFIC LOSS INDEMNITY

Permanent total disability - Employee only 1,000.00  
Loss of Life (accidental) - Employee only 1,000.00  
Loss of Limbs and/or sight - Employee only 100.00 to \$1,000.00

#### MEDICAL EXPENSES

Treatment in Doctor's Office 8.00  
(First visit per illness deductible)  
Treatment in Hospital 8.00 each visit  
Treatment in home 10.00 each visit  
Maximum per accident or period of illness 350.00

#### SURGICAL BENEFITS

Paid in accordance with schedule of  
benefits, 1964 California Relative  
Value. Conversion factor applicable  
to schedule of surgical procedures. 5.00  
Maximum payment during any disability 500.00

#### HOSPITAL ROOM & BOARD BENEFIT

Daily hospital benefit  
(Intergrated with UCD) Semi-Private  
Number of Days per disability 40

#### MISCELLANEOUS HOSPITAL SERVICE EXPENSE

Maximum per disability 300.00

#### MISCELLANEOUS OUT-PATIENT HOSPITAL SERVICE EXPENSE

Maximum per disability 300.00

#### PRESCRIPTION EXPENSE

Maximum per disability 25.00

APPENDIX E  
AGRICULTURE HEALTH AND WELFARE PLAN  
PAGE TWO

DIAGNOSTIC LABORATORY X-RAY EXPENSE

Maximum per accident or period of illness 25.00

PREGNANCY BENEFITS

Normal delivery	300.00
Caesarean section including delivery	300.00
Abdominal operation for extra uterine pregnancy	300.00
Miscarriage	37.50
Complications of pregnancy covered under Major Medical	

COVERAGE B - MAJOR MEDICAL

Insured persons under 65 years of age.  
Payable when seriousness of accident  
or illness requires medical and hospital  
care beyond that provided elsewhere in  
the policy.

Maximum per disability	10,000.00
Deductible - \$750.00 per disability	
Integrated with basic plan	

EFFECTIVE DATE OF INDIVIDUAL INSURANCE

When employee completes required hours  
specified in Section XI of the attached  
Contract.

COVERAGE APPLIES TO

Regular employee, spouse of insured  
employee, and the unmarried child or  
children of the insured employee of  
the spouse of the insured employee,  
under nineteen years of age dependent  
solely upon the insured employee for  
support. Children over nineteen who  
are attending an educational institution  
and who are members of the insured  
employee's household and are dependent  
upon the insured employee, are also  
classified as dependents.

COORDINATION OF BENEFITS

Applicable to both basic and major  
medical programs

IN-HOSPITAL INDEMNITY BENEFITS

(applicable only for insured employees  
65 years of age or over up to age 70,  
and such employees' insured dependent  
spouses 65 years of age or over up to  
70.)

When hospital confined, per week:

\$ 80.00 up to 52 weeks  
any one period of  
confinement.

This schedule of benefits is intended to describe the  
policy provisions in a general manner. For details,  
refer to the policy.

Acknowledged and Accepted:  
General Teamsters, Warehousemen,  
and Helpers Union Local 890

For the Union

By Ray Burditt

Date 4-16-1973

For Bud Antle, Inc., a  
California Corporation

By Robert Antle

Date 4-16-73

APPENDIX F

ASPARAGUS FIELD HARVEST

1. ASPARAGUS FIELD HARVEST - GROUND OPERATION

Job Classifications:

Cutting and Sledding (wheelbarrow) operation in the Blythe and Imperial Valley.

<u>WAGE RATES:</u>	7/16/73	7/16/74	7/16/75
Guaranteed Hourly Wage	2.41½	2.57	2.66
Piece Rates per Field Crate/Box	1.35	1.38	1.40

(a) Stand by time due to Machinery failure shall be paid at the guaranteed hourly rate of pay per hour.

(b) Piece rates or the hourly rates paid shall be for the work performed daily, whichever is greater. Where the Company changes fields, the piece rate shall be calculated versus the hours by each field and the greater of the two shall be paid.

Acknowledged and Accepted:  
General Teamsters, Warehousemen,  
and Helpers Union Local 890

For the Union

By

Date

For Bud Antle, Inc., a  
California Corporation

By

Date

*[Signature]*  
1/31/74

*[Signature]*  
1-31-74

ADDENDUM 1 - MEDICAL EXAMINATION FUND

The Company shall contract in 1973 with the "California Freezers Union Medical Examination Trust," and/or its testing Company, Health Test Service Inc., to provide on site medical examinations in Salinas for all covered employees at a cost not to exceed \$40.25 per person examined. The Company and the Union will make every effort to obtain comparable examination Services for the covered full time employees in Imperial Valley, Blythe, and Red Rock Arizona at the same cost.

The Union and the Company agree to evaluate this program prior to March 15, 1974 for future contracting.