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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

BRUCE CHURCH, INC.

AND

UNITED FARM WORKERS OF AMERICA, AFL-CIO

June 21, 1978 - January 1, 1979

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PREAMBLE

The Employer and the Union, after negotiating in good faith, have come to the following understanding covering wages, hours, conditions of employment, and other benefits for the agricultural employees of the Employer. The parties agree that it is their intent and the spirit of this Agreement to benefit all phases of agricultural employment, the employees, as well as the industry. Both the Employer and the Union hereby pledge that they will cooperate with each other in good faith for the best interest of all concerned. The Union agrees to use all proper means to recommend the products of the Employer. The parties may make new or modified proposals in contract negotiations over future contracts to be effective after January 1, 1979, as provided and limited by Article XLIII, Term of Agreement.

ARTICLE I - PARTIES

This Agreement is between BRUCE CHURCH, INC., hereinafter referred to as the "Employer" or "Company," and the UNITED FARM WORKERS OF AMERICA, AFL-CIO, hereinafter referred to as the "Union."

ARTICLE II - SCOPE OF AGREEMENT

This Agreement shall cover all agricultural employees of the Company in California and Arizona who are defined by the California ALRA, Section 1140.4(b) as agricultural employees.

Excluded from coverage are supervisors, as defined by the ALRA of 1975, Section 1140.4(j), except crew leaders who do not have authority to exercise independent judgment in the course of their supervisory duties shall be covered; office-clerical imployees, security guards; members of immediate families of owners of the Company; and employees covered by another union contract.

The Company shall notify the Union, upon request, of the exact locations of the Company's agricultural operations for use by Union agents, pursuant to Article XIII, Visitations.

In the event that the Agricultural Labor Relations Board shall, within the term of this contract, certify any other employees not here included as within the bargaining unit, such employees shall be included under the terms of this Agreement.

ARTICLE III - UNION SECURITY

a. It shall be a condition of employment that all employees of the Company covered by this Agreement who are members of the Union in good standing on the effective date of this

Agreement shall remain in good standing. Those who are not members on the effective date of this Agreement shall, on the fifth (5th) calendar day following the execution hereof, become and thereafter remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after the execution hereof shall, on the fifth (5th) calendar day following the beginning of such employment, become and thereafter remain members in good standing in the Union.

b. The Company shall furnish employees at the time of hire membership applications and dues check-off authorization forms as provided by the Union. The Company shall also advise new employees that it is a condition of their employment that they must become and thereafter remain members in good standing in the Union within five (5) calendar days after the date on which they are hired. An employee who fails to become a member of the Union or whose membership in the Union is terminated shall after the Company's receipt of written notice from the Union be discharged and shall not be re-employed until the Union notifies the Company in writing of the employee's good-standing status.

c. Within ten (10) days after the start of each month and during the Company's operating season, the Company will give to the Union a list of all employees and their Social Security numbers who are at that time covered by this Agreement or, in the alternative, at the start of the season the Company may deliver to the Union a complete list of employees and their Social Security numbers and monthly thereafter a list of employees and their Social Security numbers added to or deleted from the complete list previously delivered to the Union.

d. Upon written authorization by the employee, the Company shall deduct Union dues and/or initiation fees from each paycheck of the employee and forward the same to the office of the Union prior to the seventh day following the last day of each weekly pay period. By the tenth of the following month, the Company shall mail to the Union a monthly report summarizing the deductions made under this Article.

e. The Company shall notify the Union of the name of persons in the Company for the purpose of administering this Agreement and Union shall similarly notify the Company.

f. The provisions of paragraphs a. and b. of this Article shall have no application to the operations of the Company, if any, in the States of Arizona, Nevada, Utah, and Wyoming, and the whole of said paragraphs is hereby deleted for the operations in these states. The Union asserts that these provisions of state law, commonly referred to as "The Right-To-Work Bill," is unconstitutional and invalid and specifically reserves the right to sevure a judicial determination there of. Should these laws be repealed or held invalid by the

court of last resort, the provisions of paragraphs a. and b. of this Article shall thereupon become effective as to operations in these states, except as same may be modified or superseded by any act of Congress.

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

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

i. It is agreed by the parties hereto that the timely payment or tendering of dues and initiation fees to the Union, in amounts customarily and regularly charged by the Union, shall constitute the sole criterion upon which "good standing", as that term is used in this Agreement, shall be determined.

ARTICLE IV - SENIORITY

In the event an employee works for the Company at least thirty (30) days within the preceding ninety (90) calendar days he shall acquire seniority on the thirtieth (30th) day of work with the Company retroactive to the original date of hire. Seniority shall prevail in layoffs, recall, and filling of job vacancies; provided however, the employee is able to do the work. The Company shall have the right to determine any employees' ability to do the work, regardless of seniority, but such determination shall not be exercised arbitrarily. In all cases the senior employee shall have a reasonable time to demonstrate his ability to do the work satisfactorily. In the event such employee is unable to satisfactorily do the work, the employee shall return to his prior job classification. While there is no job classification senicrity, the Company agrees not to change an employee's job classification arbitrarily.

Seniority shall be broken for the following reasons:

1. Voluntarily quitting; provided however, that it shall not be a breach in service if a Company's operations in a particular area have terminated for a season and an employee declines to work at the Company's operations in another geographical area.
2. Discharge for cause. The applications of this Section shall be subject to the Grievance and Arbitration Procedure of this Agreement.

Each ninety (90) days beginning with the date of the exe-

cution of this Agreement, the Company shall provide the Union with a current seniority list showing the name of each employee, his original date of hire and his Social Security Number.

Where more than one employee has the same original date of hire, the employee with the lower last four digits in his Social Security Number shall have the higher seniority.

Seniority as described in this section is defined as Company seniority, which means length of service with the Company. However, where a dispute arises, the senior employee within a geographical area of operation shall have preference. It is understood and agreed that in work performed in certain commodity groups and/or makeup of the work force, it is customary for families and/or certain employees to work together. In applying seniority the Company and the Union agree to interpret this Section as far as possible toward that end. It is not the intent of the Union to disrupt Company's present operation or to prevent the Company from securing labor to meet emergencies which may arise from time to time during the term of this Agreement.

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

ARTICLE V - HEALTH AND SAFETY

The Union and the Company are concerned with the health of the employees and the working conditions provided for such employees. Therefore, the Company expressly agrees to strictly abide by and strictly comply with all applicable Federal and State laws, rules and regulations promulgated for the health and safety of employees. Upon notification by the Union of any alleged violation of this Section by any Company signatory to this Agreement, the Company involved or its designated representative shall immediately meet with the Union to discuss the matter to mutual resolution of the alleged violation. This Article shall include but not be limited to the use of machinery, vehicles, and dangerous chemicals and sprays, and any provision of food, drinking water, housing and sanitary facilities.

A representative of the employees who accompanies an authorized inspector under the Federal Occupational Safety and Health Act, or State Acts in conformity with the federal Act, during a physical inspection of a work place covered by this Agreement shall receive his regular rate of pay for the time devoted to accompanying the inspector during the physical inspection. An employee's regular rate of pay shall be the hourly rate, when paid on an hourly basis, or the crew average piece rate earnings on the day of the inspection when

the employee is paid on a piece rate basis.

No employee shall be required to work in any operation which is actually hazardous to his health or safety. An employee who has notified the Company of the existence of such a condition shall not be discharged because he has refused to work in such conditions. Discharges arising as a result of an application of this provision shall be subject to the grievance procedure.

ARTICLE VI - LEAVES OF ABSENCE

Leaves of absence, not to exceed two (2) months without pay, may be granted by applying to and receiving approval from the Company. Leaves of absence may be extended by applying to and receiving approval from the Company, upon a satisfactory showing of necessity.

Leaves of absence not in excess of three (3) days may be either in writing or oral at the option of the Company. All leaves of absence in excess of three (3) days must be in writing on forms furnished by the Company and signed by the Company representative, and the employee requesting such leave, in triplicate -- one copy for the employee, one for the Union, and one for the Company.

Leaves of absence shall not be granted for, or used by, employees to work elsewhere or to venture into business.

Leaves of absence shall be granted or extended upon illness of an employee substantiated by a doctor's certificate or other adequate proof of illness.

Any employee's appointment or election to conduct Union business shall be deemed good and sufficient reason for obtaining a leave of absence. Such employees shall be given, upon written notice from the Union to the Company, a leave of absence not to exceed one year, which shall be extended yearly thereafter on request, provided the employees shall be continuously conduting Union business. Not more than three employees shall be given leaves of absence under this section from the Company, unless authorized by the Company.

Seniority shall accumulate during leaves of absence and, upon his return within the period of the leave of absence, the employee shall be reinstated without loss of seniority and at the existing scale of wages.

ARTICLE VII - CALL TIME

All employees shall report to the place to which they are ordered to report for work at the time specified. They shall be paid from the time they report until released and

shall be paid a minimum of four (4) hours for each call when no work is provided, at the worker's hourly rate of pay, or the worker's average hourly piece rate earnings based on the preceding payroll week for piece rate workers. In the event the employees commence work, they shall be paid a minimum of four (4) hours. Hourly employees shall be paid the hourly rate and piece rate employees shall be paid four (4) times that day's average piece rate earnings per hour. This call time 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, machinery breakdown, or other causes beyond the control of the Company. Any call may be rescinded by notification to employees before reporting to work.

ARTICLE VIII - STANDBY TIME

Any employee requested to stand by shall be paid for all time standing by at the hourly rate. This shall not apply to piece rate employees after they commence work.

ARTICLE IX - REST PERIODS

Rest periods shall be taken, insofar as practical, in the middle of each work period. Rest period time shall be based on the total hours worked daily, at the rate of fifteen (15) minutes per four (4) hours work or major fraction thereof. A rest period shall not be required for employees whose total daily work time is less than three and one-half (3½) hours. Rest period time shall be counted as hours worked.

ARTICLE X - MAINTENANCE OF STANDARDS

The Company agrees that all conditions of employment in its individual operations relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest standards in effect at the signing of this Agreement, and conditions of employment shall be improved whenever specific provisions for improvement are made elsewhere in this Agreement.

It is agreed that the provisions of this section shall not apply to inadvertent or bonafide errors made by the Company in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days of the error.

The Company shall not be bound by the voluntary acts of another company when it may exceed the terms of this

Agreement.

Any disagreement between the Union and the Company with respect to this matter shall be subject to the grievance procedure.

This provision does not give the Company the right to impose wage or continue hours and working conditions less than those contained in this Agreement.

It is agreed, however, that conditions that apply to specific employees or areas, or due to particular circumstances, do not apply beyond those limited instances. Further, it is agreed that when employees are provided benefits at cost to the employer, charges to employees may vary in keeping with changes in costs.

ARTICLE XI - PROTECTION OF RIGHTS

It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action by the Company in the event an employee refuses to go through a United Farm Workers of America, AFL-CIO lawful primary picket line, sanctioned by the United Farm Workers of America, AFL-CIO, against another company.

ARTICLE XII - DISCRIMINATION

There shall be no discrimination in hiring or in conditions of employment based upon race, religion, color, age, sex, creed, or national origin. It is agreed 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.

ARTICLE XIII - VISITATIONS

All agents of the Union shall have the right to visit properties of the Company at all times and places, to conduct legitimate Union business; however, he shall not unduly interrupt operations.

ARTICLE XIV - RIGHTS OF MANAGEMENT

All the functions, rights, powers and authority which the Company has not specifically modified by this Agreement are recognized by the Union as being retained by the Company, including, but not limited to, the exclusive right to direct the work force, the means and accomplishment of any work, the

determination of size of crews or the number of employees and their classifications in any operation, the right to decide the nature of equipment, machinery, methods, or process used, introduce new equipment, machinery, method, or process, and to change or discontinue existing equipment, machinery, methods, or process.

ARTICLE XV - NO STRIKE-NO LOCKOUT

The Union and the Employer agree that there shall be no lockouts, strikes, slowdowns, job or economic action, or other interference with the conduct of the Company business during the life of this Agreement.

It is agreed that any dispute the Union may have with another employer will in no way be permitted to interfere with the work of employees hired under this Agreement on the land of such other employer who is growing crops by contract or joint venture arrangement with the Company, so long as employees working under this Agreement do all thinning, hoeing and harvesting work on such crop.

ARTICLE XVI - LABOR CONTRACTORS

The Company agrees to maintain on its payroll employees supplied by a labor contractor or to be primarily responsible for compliance with the terms and provisions of this Agreement. In any event, the Company engaging such labor contractor shall be deemed the employer for all purposes under this Agreement.

ARTICLE XVII - PRESERVATION OF WORK

It is the intent of the parties that bargaining unit work shall be performed by or for the Company under the terms of this Agreement. The parties acknowledge that the nature of agriculture is such that subcontracting bargaining unit work may be necessary or proper under certain circumstances. However, said subcontracting shall not be done in subversion of this Agreement.

ARTICLE XVIII - NEW OPERATIONS

In the event any new or experimental operation, container, commodity, or classification shall be installed by the Company, the Company shall have the right to temporarily set the wage scale or working conditions but shall notify the Union of such action immediately, and within ten (10) days thereafter (or longer period agreed upon to give sufficient time to gain experience with such installation)

the Union and the Company shall agree upon a wage scale and working conditions. In the event such wage scale and working conditions cannot be agreed upon mutually by the parties, the same shall be submitted to the arbitration procedure for determination. Any wages agreed upon shall be effective from the installation of such new or experimental operation, container, commodity, or classification.

ARTICLE XIX - UNION LABEL

The Company is herewith accorded permission to display the appropriate United Farm Workers of America, AFL-CIO label on all items of service or production produced by employees under the terms of this Agreement. The execution of this Agreement by the Union shall be deemed to be the written consent required by any applicable state or federal law.

Title to the Union label shall remain in the United Farm Workers of America, AFL-CIO, and shall be subject to revocation by them, upon reasonable notice, in their sole discretion. In the event that the Union demands the return of such label, the Company agrees that the same shall be returned forthwith, or agrees that in the event any such label cannot be so returned, then on demand by the Union such label shall be completely obliterated.

ARTICLE XX - RECORDS

The Company shall keep full and accurate records, including total hours worked, piece rate or incentive records, total wages and total deductions. Workers shall be furnished a copy of the itemized deductions and earnings, each payday. Upon request, the daily record of piece rate production for a crew shall be made available to any interested member of the crew, and shall include the size of the crew and the name of each crew member.

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

ARTICLE XXI - WORKING RULES

Work rules which have been established by the Company shall be posted at suitable locations, and a copy of any such rules shall be sent to the Union. Rules in conflict with provisions of this Agreement shall be invalid.

ARTICLE XXII - DISCHARGE AND WARNING NOTICE

The Company will not discharge, suspend or discipline any

employee without just cause, but, in respect to discharge or suspension, shall give at least two (2) written warning notices before such action is taken, except in the case of dishonesty, flagrant insubordination, intoxication, possession or use of alcoholic beverages on Company property or equipment, or use of drugs, when no warning notice will be required.

Warning notices must be issued within forty-eight (48) hours after the occurrence of the violation, or discovery thereof, claimed by the Company in such warning notice. Such warning notice shall be given to the employee in writing and a copy mailed to the Union at time of issuance.

A warning notice shall remain in effect for a period of six (6) months from date of issuance only.

Discharge shall be by written notice to the employee affected and the Union within forty-eight (48) hours of the occurrence, or discovery thereof, of the violation claimed by the Company as the basis for discharge.

An appeal from discharge must be taken within ten (10) working days by written notice to the Company. Such appeal shall be handled as a grievance in accordance with the provisions of Article XXIV of this Agreement.

ARTICLE XXIII - BULLETIN BOARDS

The Company shall provide bulletin boards at suitable and conspicuous locations on the premises, upon which the Union may post notices. Such notices shall be limited to Union functions such as meetings, elections and results, and other non-controversial materials.

ARTICLE XXIV - GRIEVANCE AND ARBITRATION PROCEDURE

Should any dispute be raised by the Union or the Employer, as to the meaning or interpretation of any provisions of this Agreement, the parties hereto agree to resolve such disputes in the following manner:

STEP ONE

If the parties are unable to amicably resolve a dispute, the Union shall reduce said dispute to writing and shall present the grievance to the Company within thirty (30) calendar days from the date of occurrence of the grievance, or the discovery thereof, or the grievance shall be deemed waived. Grievances on discharge shall be filed within ten (10) calendar days from the date of discharge or shall be deemed waived.

STEP TWO

If settlement is not reached under Step One, the Company shall notify the Union in writing as to its position on the grievance, within one week of the date of receipt of the grievance, or the parties shall immediately proceed to Step Three. In any event, the Company must respond in writing within thirty (30) calendar days or it will be deemed to have waived any objections to the merit of the grievance.

STEP THREE

If the foregoing fails to produce settlement, the parties shall meet within one week for the purpose of selecting a mutually satisfactory arbitrator to hear and determine the dispute. If the parties cannot agree upon the selection of an arbitrator, then the arbitrator for the specific grievance in question shall be selected from a list of thirteen (13) names which have previously been requested by the Employer and the Union for the geographic area within which the grievance arose. The Union and the Company shall select an arbitrator through the process of elimination by striking alternately one name from the applicable list. The Union shall strike the first name. The name remaining after each party struck six shall be the person designated as the arbitrator for the matter, provided the person is available for a hearing within forty-five (45) days.

A. The arbitrator is to render a bench decision, followed by written decision within thirty (30) days, unless either party requests a written decision. In such case, the arbitrator shall render his written decision within thirty (30) days following conclusion of the hearing or after the date for filing briefs, whichever is later. Briefs may be filed by either party, but, in any event, shall be filed no later than fifteen (15) days after conclusion of the hearing.

B. Upon execution of this Agreement and annually thereafter, if requested by either party, a panel of arbitrators shall be requested from the Federal Mediation and Conciliation Service for use in determining arbitrators as described above. One panel of arbitrators shall be requested for California.

C. Compliance Arbitration
After Step One has been completed, the following procedures shall be in lieu of Steps Two and Three of the grievance procedure for grievances relating to Company's failure to provide contracted-for health insurance, pension, vacation pay, unemployment insurance, wages where there is no question raised about an employee's appropriate job classification, or failure of Company to comply with paragraphs B and D of the Union Security Article of this Agreement or a grievance for an employee not involving contract interpretation but

a factual dispute concerning the Company's failure to properly apply the terms of this Agreement to him provided, in this later case the award of the arbitrator shall be nonprecedential and any remedy, if appropriate, will not extend beyond the individual employee.

No grievance filed pursuant to this Section shall be delayed more than twenty-one (21) days from date of filing until hearing before the arbitrator. After the hearing is scheduled, provided notice is given to both parties at least ten (10) days before such hearing, if either party fails to attend the hearing or arrange for representation, the arbitrator shall proceed with the matter and render a bench decision on the basis of evidence submitted, followed by written decision within thirty (30) days.

D. Either party's failure or refusal to submit to or proceed with arbitration, or to comply with the final arbitration award, shall make that party liable for reasonable attorneys' fees and court costs which may include, but not be limited to, audit costs of the other party.

E. Time limits set forth herein shall equally bind each party to this Agreement and grievances not processed within the specified time limits, unless extended in writing by mutual agreement, shall be considered as waived or admitted.

F. The decision of the arbitrator shall be final and binding on all parties involved in such controversy or grievance, and shall conslusively determine the dispute.

G. Each party shall bear the cost of presenting its own case. The arbitrator's fees and expenses shall be equally divided between the parties, except as provided in Paragraph D above.

H. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement.

ARTICLE XXV - TRAINING PROGRAM

Because of the changing nature of agricultural employment and the skills which will be needed of agricultural employees in the future, the Company and the Union agree to cooperate with and promote training programs for farm workers whether such programs are originated through the Union, Company, or federal, state or local authorities. In addition the Company and the Union will seek to encourage the establishment of such training programs.

ARTICLE XXVI - HEALTH AND WELFARE

The sole obligation of Bruce Church, Inc. effective as of

January, 1978, was and shall continue to be for the duration of this Agreement, to purchase insurance for eligible employees and their families providing the same or equivalent benefits as Western Growers Assurance Trust Plan 22.

In continuing its obligation to obtain health and welfare benefits for its employees the following is the understanding of the parties.

An eligible employee is an employee who has worked sixty (60) hours for the Company in the preceding month. The Company shall provide the Union with a list of eligible employees each month.

After termination of employment for the season the employee may pay his own insurance premiums at the group rate for a period not to exceed ten (10) consecutive months. The first payment of premium by the employee must be paid by the tenth (10th) day of the first month following termination of employment for the season unless the premium for that month is paid by the Company in which case the first payment of premium by the employee must be made by the tenth (10th) day of the next consecutive month. Thereafter, each payment must be made consecutively by the tenth (10th) day of the month provided that the Company is not obligated to pay insurance for that month.

No later than the first (1st) day of the month following the month in which an employee is laid off, the Employer will notify the Union whether or not such employee is an eligible employee. The time that the employee is given his last paycheck or within forty-eight (48) hours thereafter, such notice shall be given the employee. In the event that the Company fails to give such notice to the employee, then the Company shall be obligated to pay the insurance premium on behalf of the employee for the month for which such notice is not given. Deposit of such notice in the U.S. Mail, postage prepaid, properly addressed, shall constitute such notice. Personal service of such notice on the employee and the Union shall meet the requirements of this Article. The last address given by the employee may be used by the Company for the purpose of such notice.

At the time each month that the Plan Administrator submits the list of eligible employees and premium payments on behalf of Bruce Church, Inc., it shall send to the Union a copy of said list.

The Company shall continue to pay insurance premiums for employees on a maternity leave of absence through the month of delivery, but not for more than four months of such absence.

PLAN 22

SCHEDULE OF BENEFITS*

Classification	Group Life	A.D.&D. (Non-Occ.)
Each Employee	$1,000	$1,000

Medical Expense Benefits

The following benefits are payable for employees and their eligible dependents (spouse, and all unmarried dependent children to 19 years of age or to age 23 if fulltime students) due to an off-the-job injury or illness.

BASIC MEDICAL

Daily Room and Board (50 Days - Not Integrated)	$ 50.00
Hospital Services	2,000.00
Maximum per Disability	4,500.00
Ambulance - per trip	15.00
Pregnancy Benefit (payable while insured)	500.00
Surgical Benefit per schedule ($6 RVS)	1,200.00
Anesthesia - separate allowance	Schd. Max.
Surgical Supplies - in hospital	50.00
-outside the hospital	100.00
Doctor Calls - Home, Office, Hospital	6.00
Payable: 1st call Accident, 1st call illness Maximum Aggregate Amount per disability	300.00
Prescription Benefit per Disability	50.00
Diagnostic X-Ray and Laboratory (Max. per Calendar Year)	250.00
Additional Accident Expense	300.00
Poliomyelitis Benefit	2,000.00

MAJOR MEDICAL

While hospitalized, after $1,000 of basic medical benefits, payment, while hospitalized, of required excess expenses at 80% up to 10,000.00

*The terms of Plan 22 as of date of execution of this Agreement govern. The above is just a partial summary of the plan.

ARTICLE XXVII - PENSION

For all employees in the bargaining unit, for the period from January 1, 1978 to the expiration date of this Agreement, in lieu of any and all pension contributions during 1978, the Company shall pay a substitute payment directly

to the employees.

That is, the Company shall pay to each covered bargaining unit member an amount equal to 15¢ for each hour worked during the period January 1, 1978 through January 1, 1979. Such payments shall be made on a monthly basis paid not later than ten (10) calendar days following the end of each month, and shall be paid for the period January 1, 1978 to the date of execution of this Agreement at the time of the first such monthly payment following the execution of this Agreement.

It is expressly agreed that the in lieu payments hereinabove set forth shall fully constitute the Company's sole obligation for the period from January 1, 1978 to the expiration date of this Agreement.

To the extent any payments were made or are obligated to be made under the WCT contract covering agricultural field employees for specific employees on or after January 1, 1978, there is no obligation imposed upon the Company to make the above in lieu payment.

ARTICLE XXVIII - VACATIONS

A. Employees shall be entitled to vacations as set forth in accord with the following provisions:

1. The vacation year will be December 1, 1975 through November 30, 1976, and similar periods thereafter. As of December 1, 1975, all employees then on the payroll shall receive a vacation benefit based on accumulated hours and rate of benefit as provided in paragraphs A2 and A3 below. If an employee on November 30, 1975 has less than 500 accumulated hours through that date, he or she will carry over the number of hours accumulated toward vacation entitlement for the twelve-month period ending November 30, 1976.

An employee hired during any vacation year, and who is a seniority employee on November 30th of that vacation year, shall be entitled to vacation pay in accordance with paragraph A2(a) and A2(b) below provided he has completed at least 500 hours work in that vacation year. If he has not completed at least 500 hours work in that vacation year, and is a seniority employee at the end of that vacation year, his hours shall be carried forward and counted for vacation pay in the next succeeding vacation year.

2. When an employee has maintained his seniority for eleven (11) months during the vacation year, he shall be entitled to a vacation payment during the December immediately following the vacation year, based upon the number of hours worked during the vacation year as follows:

a. 500 hours to 999 hours - 1% of employee's gross company earnings during the vacation year as vacation pay;
b. 1,000 hours or more - 2% of employee's gross company earnings during the vacation year as vacation pay.

3. When an employee has maintained his seniority for four (4) years prior to the beginning of the vacation year and shall have worked the hours set forth above in sub-paragraph 2 in the vacation year, he shall be entitled to double the amounts of vacation pay set forth above.

B. Requirements and rights applicable to vacations:

1. The employee must work the hours set forth above in the vacation year and be a seniority employee of the Company to qualify for vacation pay.
2. Vacation periods shall be arranged by mutual agreement between the Company and the employee and shallbe taken at such time as will cause the least inconvenience to the Company.
3. The employee who has been or shall be discharged or who has or shall voluntarily terminate his employment with the Company shall be entitled to vacation pay, provided he has met the eligibility and qualification requirements of this Article.
4. Vacation pay due hereunder shall be paid no later than December 20th following the end of the vacation year in which earned, or at such other time as may be mutually agreed upon by the Company and the employee.

ARTICLE XXIX - HOURS AND WAGES

A. All hours paid for, including time standing by, shall be counted as hours worked for the purpose of qualifying for all fringe benefits of this Agreement.

B. Wages and additional provisions shall be set forth in the ADDENDUM A attached hereto.

C. Piece rate workers shall be paid at their piece rate earnings or at the applicable hourly rate of pay, whichever is higher, computed on a daily basis.

ARTICLE XXX - HOLIDAYS

Holidays Paid If Worked:

The following holidays shall be paid for at the rate of one and one-half (1½) times the straight-time hourly or piece rate of pay for all hours worked:

1. Christmas
2. New Year's
3. Memorial Day
4. July 4th
5. Labor Day
6. Thanksgiving

Holidays Paid Whether Worked or Not (Paid Holidays):

The following holidays shall be paid for at eight (8) times the employee's hourly rate, or piece rate average hourly earnings, within the commodity, whether worked or not.

Effective 1977:

1. Thanksgiving
2. New Year's Day
3. Labor Day
4. Christmas
5. July 4th

Eligibility for Paid Holidays:

1. The employee must be a seniority employee who worked at least five (5) days within the fourteen (14) days immediately preceding the holiday; and

2. The employee must also have worked his last regularly scheduled work day before the holiday and his next regularly scheduled work day after the holiday.

3. An employee who is absent from either the last regularly scheduled work day before the holiday or the next regularly scheduled work day after the holiday because of excused illness shall qualify for holiday pay, provided the employee qualifies under 1. above.

Employees working on a holiday falling on a Sunday shall not be entitled to the benefits of Article XXXI, Overtime.

ARTICLE XXXI - OVERTIME

All work performed by employees other than tractor drivers and irrigators on Sundays, and in excess of nine (9) hours per day, shall be compensated for at the overtime rate of one and one-half (1½) times the employees regular hourly or piece rate of pay, exclusive of all travel time and premiums.

All work performed by tractor drivers and irrigators on their seventh (7th) consecutive day and in excess of ten (10) hours per day shall be compensated for at the overtime rate of one and one-half(1½) times the employee's regular

hourly rate of pay, exclusive of all travel time and premiums.

There shall be no pyramiding of daily overtime premiums, or premiums for holiday, or Sunday work, or other premiums; in any event, only the greater of any such premium shall apply.

In computing overtime premium on a piece rate basis, the number of cartons subject to overtime shall be determined by averaging the cartons for the total hours worked by the crew that day.

ARTICLE XXXII - FUNERAL LEAVE

In the event of a death in the immediate family, (father, mother, wife, husband, son or daughter) a seniority employee in the active employment of the Company shall be entitled to three (3) days off with pay for each day of leave at the regular hourly rate or average straight time hourly piece rate earnings for the preceding payroll period with a maximum of eight (8) hours per day. No extra pay allowance will be made for multiple or simultaneous deaths occurring within such three (3) day period. A leave of absence without pay shall be granted, upon request, for additional time as the employee requires, pursuant to Article VI, Leave of Absence.

A death certificate or other evidence of death may be required by the Company.

To be eligible for such paid funeral leave, such employee must have worked for the Company on five (5) days, including days off on excused absences, during the two (2) weeks preceding the week of the funeral.

ARTICLE XXXIII - JURY DUTY AND WITNESS PAY

When an employee is first notified of a call for jury duty, he shall immediately inform the Company in writing of such notification. If a seniority employee serves on a jury or is subpoenaed as a witness by the Company in a civil court proceeding in the country in any such legal proceeding not between the parties, he shall be paid the difference between eight (8) hours straight time hourly rate of pay, or if a piece rate worker, the average hourly straight time piece rate earnings he would have earned (maximum of 8 hours per day), and the payment made to such employee as a juror for those days on which the employee would have worked for a maximum of 30 days in any two (2) year period.

To receive pay under this provisions, the worker must provide the Company with a copy of notice summoning him to appear and if so requested, documentary evidence of the amount of fees received for performing such service.

ARTICLE XXXIV - INJURY ON THE JOB

If an employee is injured at work to the extent that medical care is required and the employee is unable to return to work, the Company will pay the employee's wages for the day of injury, based upon the number of hours he would have worked that day, at the hourly rate when paid on an hourly basis, or the crew average piece rate earnings on the day of the injury when the employee is paid on the piece rate basis. If the Company requests, the employee will provide a written statement from his treating doctor stating employee was unable to return to work because of industrial injury.

ARTICLE XXXV - TRAVEL ALLOWANCE - DAILY TRAVEL TIME

A. When Company furnished transportation is available, only employees using such transportation shall receive daily travel allowance based upon the following schedule, from the usual and customary point of origin at which company transportation is furnished, to the work site.

When company furnished transportation is not available, employees furnishing their own transportation shall receive daily travel allowance as provided above.

Travel allowance shall be at the minimum hourly guaranteed rate of pay.

Daily Travel Allowance Schedule

40-64 road miles -- ½ hour each way
65-89 road miles -- 1 hour each way
90-119 road miles -- 1½ hours each way
120 and over road miles -- 2 hours each way

B. Travel Allowance will be paid in the following amounts for the following trips:

San Luis or Calexico to Palo Verde/Blythe area - 1½ hours each way.
Salinas to King City area - ½ hour each way
Oxnard to Lompoc area - 1½ hour each way
Calexico or San Luis to Salton Sea Ranch - ½ hour each way

C. Travel allowance will not be payable for travel in the Imperial Valley, between Calexico and Yuma area, between San Luis and Imperial Valley area or in the Salinas Valley area, except for travel from Salinas to King City, and except for travel from San Luis or Calexico to Salton Sea Ranch, as indicated in "B" avove.

D. The Company will not reduce the level of travel pay benefits provided prior to this agreement.

ARTICLE XXXVI - TRAVEL ALLOWANCE; GAS ALLOWANCE

Company shall pay mileage, gas allowance, gas stamps, or transportation for each move or location other than the first original work location during the same work day, or provide transportation.

A gas allowance will be paid to loaders who are required to provide their own transportation to and from fields. This gas allowance is as specified in Addendum B to this Agreement.

ARTICLE XXXVII - PROTECTIVE CLOTHING

The Company shall furnish legally required safety equipment, protective clothing (including rain coats, rain boots, rain pants and rain hats) when required to perform the work, and gloves and knives for harvest crews as necessary. Exchanges shall be made at no cost to the employees subject to the provisions of this paragraph. The employee shall be responsible for items provided prior to receiving his last check or an exchange, such items to be returned in good condition, reasonable wear and tear incurred at work excepted. Workers shall be charged actual cost for such equipment or protective clothing not returned or exchanged.

In applying this Protective Clothing Article, the parties agree as follows:

1. The parties agree that for field employees engaged in lettuce harvesting activities which require them to work on the ground for most of their working hours in the performance of their duties in a manner which continuously places their feet in an excess of moisture, the Company will provide foot wear suitable in its determination for protection against said moisture subject to the following provisions:

a. The parties agree that the Company's providing of such foot protection is established on the condition of good faith of both parties to achieve the intended purpose where necessary as set forth herein, and to prevent any and all abuses of such which would cost the Company monies in excess of what is required to achieve the above indicated objectives.

b. The parties agree that the Company shall provide, and that the Company's obligation shall be limited to providing, one pair of moisture resistent boots or overboots per seniority employee employed as indicated in paragraph 1 above, during the employee's employment with the Company; the Company shall be required to provide same only upon actual request of such employee and that the Company shall be given up to four (4) days from the date of request to procure and provide same.

c. The parties agree that the Company may retain from the current earnings of each employee to whom such boots

or overboots are issued a deposit equal to the price paid by the Company for such and that the employee will execute a written authorization to deduct such deposit before the boots or overboots are provided. The parties further agree that the Company shall retain such deposit but shall refund the full amount of the deposit to the employee only upon return of the equipment in good condition, normal wear and tear excepted, upon termination of the employee's employment. To avoid the necessity of extensive administrative procedures, said equipment once issued will be the exclusive responsibility of the employee until returned for refund of deposit upon termination of the employee's employment. If not returned upon termination, the Company will retain the deposit. Employees will be provided replacement boots at actual cost to the Company, when the employee authorizes in writing deductions of that amount from his current earnings.

2. The parties agree that the Company's lettuce harvesting procedures as historically performed require no more than the protective foot wear herein provided, and therefore the Company shall not be required to provide any additional protective clothing related to weather conditions.

ARTICLE XXXVIII - UNEMPLOYMENT INSURANCE

The Company agrees to bring all employees covered by this Agreement under State Unemployment Insurance provisions in every State covered by this Agreement, when permitted by that State's law, and in accordance with their procedures to assume and to pay the level of employer taxes required for coverage.

ARTICLE XXXIX - GOVERNMENT CONTROLS

If any provision of this Agreement may not be put into effect because of applicable legislation, executive orders, or regulations dealing with wage and price stabilization, then such provision, or any part thereof, including any retroactive requirement thereof shall become effective at such time in such amounts, and for such periods, retroactively and prospectively, as will be permitted by law at any time during the life of this Agreement, and any extension thereof. The Employer agrees to cooperate with the Union in seeking approval of any monetary amounts in excess of those amounts allowed by such Cost of Living Council, or the executive orders or regulations dealing with wage and price stabilization.

If the Federal Government institutes wage controls in any form, and any portion of this collective bargaining agreement is deferred or cut back, the parties shall meet promptly to attempt to allocate the monetary equivalent of the disapproved wages or benefits in a manner that would result in government approval.

ARTICLE XL - SEPARABILITY

The provisions of this Agreement are subject to limitations of any applicable State or Federal Law; and, in the event any portion of such law affects the validity of any portion hereof, that portion of this Agreement shall no longer be applicable or legal in accordance to such laws, but such laws will not terminate, invalidate, or affect the remainder of this Agreement.

ARTICLE XLI - NIGHT SHIFT DIFFERENTIAL

An employee on any shift who performs at least fifty percent (50%) of his work between the hours of 6:00 p.m. and 6:00 a.m. shall receive a night shift differential premium as specified in Addendum A hereto.

ARTICLE XLII - INCOME TAX WITHHOLDING

The Company shall deduct Federal and State Income Tax in accordance with standard practices, with scaled dependent deductions, for workers requesting such and agreeing in writing to such withholding. The agreement of the worker to such shall be binding upon the worker during his employment with the Company during the calendar year and each calendar year thereafter, subject to his written revocation of his agreement prior to the start of each calendar year.

This article shall only apply if permitted by Federal and State Law and if the procedures required of the Company for doing so are the same as those for employers of non-agricultural employees.

ARTICLE XLIII - TERM OF AGREEMENT

This Agreement shall be effective as of the date of its execution except as otherwise provided in Articles XXVII and XXVI, and shall remain in full force and effect through and including January 1, 1979, and thereafter shall continue in effect from year to year, provided, however, that either party desiring to modify, amend, or terminate the Agreement on or after January 2, 1979 may do so by giving the other party at least sixty (60) days, but not more than ninety (90) days notice before January 1, 1979 or any subsequent anniversary date. Appropriate and timely notice shall also be sent to the State Conciliation Service, or other governmental agency as required by law. All terms of this Agreement shall continue during the entire period prior to the effective date of termination.

THIS AGREEMENT EXECUTED AT Salinas this 21st day of June, 1978.

for BRUCE CHURCH, INC.

W. Payne

for UNITED FARM WORKERS OF AMERICA, AFL-CIO
Cesar E. Chavez
Gilbert Padilla
Marshall Ganz

ADDENDUM A

To the AGRICULTURAL LABOR AGREEMENT between Bruce Church, Inc. and the United Farm Workers executed the 21st day of June, 1978.

WAGE AND PIECE RATES

Item No.	Job Title or Description(1)	Hourly Rates 1/1/78	Hourly Rates 7/16/78	Piece Rates 1/1/78	Piece Rates 7/16/78	Unit
1.	Tractor Operator, Class I Operator who performs listing, precision planting and precision application of agricultural chemicals. Operator shall receive Class I rate of pay as his regular rate of pay including all hours worked at classifications of lesser rates of pay.	4.45	4.60			
2.	Tractor Operator, Class II Operator who performs work other than that listed under Class I shall receive Class II rate of pay including all hours worked at a lesser rate of pay. Where a Class II operator performs any of the duties listed for Class I, he shall receive Class I wage rate as his regular rate of pay.	4.35	4.50			
3.	Tractor Operator, Class III Tractor operator who is a trainee for a period not to exceed 30 days for Class I or Class II tractor operator and who has not previously performed work in either Class I or Class II. Consent of the union shall be required to employ an employee in Class III; however, union consent shall not be withheld arbitrarily.	4.015	4.165			

ADDENDUM A

Item No.	Job Title or Description(1)	Hourly Rates 1/1/78	Hourly Rates 7/16/78	Piece Rates 1/1/78	Piece Rates 7/16/78	Unit
4.	General Field and Harvest and Minimum Hourly Wage	3.60	3.75			
5.	Water Truck Driver (2)	4.35	4.50			
6.	Sprinkler Handling:					
	a. Minimum hourly	3.60	3.75			
	b. Pickup from stack and move to field (5)			.0292	.0305	Pipe
	c. Remove from field and move to another field (5)			.0721	.0753	Pipe
	d. Haul if one mile or more			.0057	.0060	Pipe
	e. Layout and hook up in field (5)			.1306	.1365	Pipe
	f. Remove from field and stack (5)			.0826	.0863	Pipe
	g. Move pipes between sets in field (5)			.0826	.0863	Pipe
	h. Drag laterals of drag system from one field to next and hook up.			.07	.0731	Pipe
	i. Move mainline of drag system from one location to another location and hook up			1.00	1.0448	Pipe
7.	Special Operations Dept.:					
	a. Tractor Drivers	4.45	4.60			
	b. Asphalt planter operator	4.65	4.80			
	c. Herbicide application and incorporation	4.65	4.80			
8.	Hay Harvesting:					
	a. Swathing and/or raking	4.45	4.60			
	b. Baling	4.45	4.60	1.07	1.11	Ton
	c. Bale wagon operator	4.45	4.60	.05	.076	Bale
9.	Irrigator	3.60	3.75			
10.	Thinning and/or Weeding	3.60	3.75			
11.	Night shift differential	.22(3)	.227(3)			
13.	Listing bonus			.10	.15	Acre
12.	Naked Lettuce Harvest-- Conventional Pack					
	a. Cutter	3.60	3.75			
	b. Packer	3.60	3.75			
	c. Closer	3.60	3.75			
	d. Loader	3.60	3.75			
	e. Crew (a,b,c,d,together)			.5575	.58	Ctn.
14.	Naked Lettuce Harvest-- BCI Quality Pack					
	a. Cutter	3.60	3.75			
	b. Packer	3.60	3.75			
	c. Closer	3.60	3.75			
	d. Loader	3.60	3.75			
	e. Crew (a,b,c,d,together)			.59	.61	Ctn.

15. Naked Lettuce Harvest -- in Item 13 and 14					
a. Water person	3.60	3.75	.0185	.0192	Ctn.
b. Premium to crew for 2½ doz. size			.076(3)	.076(3)	Ctn.
16. Wrapped Lettuce Harvest					
a. Cut, trim, pick up, wrap	3.63	3.78			
b. Pack	3.77	3.92			
c. Close and glue and staple	3.935	4.085			
d. Crew (a,b,c above together):					
1. Conventional 24 count			.72	.749	Ctn.
2. Conventional 30 count			.796	.825	Ctn.
3. Palletized 18 count			.54(4)	.5617	Ctn.
4. Palletized 24 count			.72	.749	Ctn.
5. Palletized 30 count			.90(4)	.9362	Ctn.
6. Palletized 40 count			1.0613(4)	1.10	Ctn.
e. Load - conventional-2 doz.	3.935	4.082	.0575	.06	Ctn.
f. Load - unitized-any count	3.935	4.082	.065	.0675	Ctn.
g. Load - conventional-30s	3.935	4.082	.0629	.0654	Ctn.

1. All practices in effect prior to the effective date of this agreement as to wage and piece rate computation procedures and job assignment shall prevail through the full term of this agreement.

2. Water truck drivers shall receive this rate of pay for all hours worked as a water truck driver, with a minimum of one full hour at this rate on any day he drives a water truck.

3. These premiums are pyramided for computation of overtime.

4. Effective 5/17/78.

5. These rates apply only to hand-moved systems or to dray systems when being handled as a hand-moved system. They do not apply when handling a drag system in use as a drag system.

Executed this 21st day of June, 1978.

FOR THE COMPANY FOR THE UNION

ADDENDUM B

To the "Agricultural Employees" Agreement between Bruce Church, Inc, and the UFW executed June 21, 1978. All provisions of this addendum are effective as of January 1, 1978.

LETTUCE LOADERS GAS ALLOWANCE

Company agrees to pay to each lettuce loader the gasoline allowances indicated below for each day such loaders are required to provide their own transportation to and from the field. Amounts will be accumulated and paid each regular pay day. Amounts paid will be

itemized separately on pay checks. Amounts accrued each day will be based on the pick up or bus loading locations and the field location of the lettuce harvest crew with whom the loaders work that day.

Amounts to be accrued each day for each loader shall be as indicated below: (See Spanish edition).

It is agreed that where a crew bus picks up workers at more than one of the locations listed above, or when the crew works at more than one of the locations listed above, in one day, the loaders shall be paid the highest of the applicable rates indicated.

Executed this 21st day of June, 1978.

BRUCE CHURCH, INC. UNITED FARM WORKERS

LETTER OF AGREEMENT

WHEREAS, the parties have been unable to resolve as of the present date whether certain categories of employees are included or excluded from the bargaining unit; and

WHEREAS, the parties are desirous of negotiating and concluding a collective bargaining agreement between the parties;

THEREFORE, the parties hereto agree as follows:

1. During the term of this contract employees in the classifications of truck drivers, field to point of processing; truck drivers, field to market; truck drivers, field to shed; truck drivers, field to cooler; stitchers, folders, machine operators, shop and carton yard employees, shall remain covered by the applicable Teamsters Agreement.

2. The parties hereto enter into this Agreement without prejudice to either party asserting a different position as to some or all of such above employees being covered under any new contract signed by the parties hereto after the expiration of the collective bargaining agreement which is entered into concurrently herewith. It is understood that the Teamsters and the UFW are attempting to consumate the resolution of jurisdiction between themselves concerning the above categories of employees. The Employer will give consideration of any such final resolution, and may, without violating the terms of this Agreement, at its sole option, implement, in whole or in part, such a transfer of jurisdiction. If the employer so opts, the only change would be recognition of bargaining representative, not in any wages, fringes or working conditions covering such employees. No bargaining obligation is imposed upon the Employer during the term of this Agreement concerning such categories of employees nor may the matter be subjected to the grievance and arbitration

provisions of this contract.

When the Unions reach a jurisdictional resolution, the only obligation of the Employer is to discuss the matter with the Unions. If no agreement is reached, the matter is deferred in its entirety until after the termination of this Agreement.

The Union waives any right to strike during the term of this Agreement over matters covered by the content of this Letter of Agreement.

Executed this 21st day of June, 1978.

BRUCE CHURCH, INC. UNITED FARM WORKERS

LETTER OF AGREEMENT

BCI MANAGEMENT/EMPLOYEE MEETINGS

The Company and the Union have agreed to have a meeting approximately thirty (30) days after execution of this contract, and a meeting approximately each sixty (60) days thereafter during the term of this Agreement to discuss matters of mutual interest and concern.

The meetings referred to above shall be conducted at a mutually agreeable time and place during normal business hours of the Company. Employees shall attend on their own time.

Matters discussed shall not be the subject of grievances or within the jurisdiction of the grievance and arbitration article of the collective bargaining agreement. There is no obligation imposed upon the Company to resolve or agree to matters raised at the meetings. The Company and the Union may each select their own representatives or designees to attend the meetings. The meetings should be arranged so as not to interfere with normal production and operations.

AGREED to and signed this 21st day of June, 1978.

BRUCE CHURCH, INC. UNITED FARM WORKERS

LETTER OF AGREEMENT

Bruce Church, Inc. and the United Farm Workers of America, AFL-CIO, agree as follows:

1. That the collective bargaining agreement between the parties, covering agricultural field employees, executed on the 21st day of June, 1978, shall not be effective as to

the Company's operations in the state of Arizona, until July 31, 1978, and that from July 31, 1978 through January 1, 1979, said agreement shall be in full force and effect as to the Company's operations in the state of Arizona.

2. That the Company shall not be obligated except at its sole option to the terms of Article XXVII in the above referenced collective bargaining agreement for the state of Arizona for the period January 1, 1978 through July 30, 1978 unless and until the Western Conference of Teamsters and the applicable local unions affiliated therewith, and/or the Western Conference of Teamsters Pension Trust Fund, shall waive any claims to pension contributions on behalf of the Company's agricultural field employees in Arizona for the period January 1, 1978 through July 30, 1978, in written form satisfactory to the Company.

3. That neither the Company nor the UFW shall file against the other any charges with the California Agricultural Labor Relations Board or any comparable agency, or with any court, and that neither shall have any liability or obligation to the other, because of or in any way relating to (1) any matter, cause of action or dispute occuring prior to the execution of this letter of agreement, whether known or unknown, (2) the execution or application of any previously executed collective bargaining agreement between the Company and the Western Conference of Teamsters or any of its affiliated local unions, or (3) the continued application in the Company's Arizona operations of the last executed collective bargaining agreement between the Company and the Western Conference of Teamsters covering agricultural field employees up to and including July 30, 1978, except that this paragraph 3 shall not apply as to (1) that Federal Court action known as Chavez vs. Fitzsimmons, et. al., (2) any other action already filed and served on both the Company and the UFW, or (3) any alleged cause of action occuring after the date of execution of this letter of agreement in California or after July 30, 1978, in Arizona.

AGREED TO this 21st day of June, 1978.

BRUCE CHURCH, INC.

UNITED FARM WORKERS OF AMERICA, AFL-CIO