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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

RICHARD A. GLASS CO.

AND

UNITED FARM WORKERS OF AMERICA, AFL-CIO

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## PARTIES

This Collective Bargaining Agreement and certain specified Supplemental Agreements are 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 purpose of establishing uniform wages, hours and working conditions as hereinafter defined.

ARTICLE 1

RECOGNITION

A. The Company does hereby recognize the Union as the sole exclusive bargaining agent representing all of the Company's agricultural employees (hereinafter called "workers") in the unit set forth in Agricultural Labor Relations Board's certification in case number 77-RC-1-C. In the event the Agricultural Labor Relations Board certifies other employees not here included within the certified unit, such additional employees shall be included under the terms of this Agreement. The term "worker" shall not include office and sales employees, security employees, supervisory employees who have the authority to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward or discipline other workers or the responsibility to direct them or adjust their grievances, or effectively recommend such action, if, in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature but requires the use of independent judgement.

B. The Company agrees that no business device, financial arrangement, joint ventures, method of business or business transaction of any kind shall be used by the Company to circumvent the obligations of this Collective Bargaining Agreement.

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

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

E. 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 organization, including any competing labor organization.

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

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

## ARTICLE 2

### UNION SECURITY

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

B. Company agrees to furnish to Union in writing, within fifteen (15) days after the execution of this Agreement, a list of its workers giving the names, addresses, social security numbers and type of job classifications.

C. Company agrees to deduct from each worker's pay initiation fees, all periodic dues, and assessments as required by Union, upon presentation by the Union of individual authorization signed by workers, directing Company to make such deductions. Company shall make such deductions from worker's pay for the payroll period in which it is submitted, provided that it is submitted in advance of the close of the pay period, and periodically thereafter as specified on authorization so long as such authorization is in effect and shall remit monies weekly. The Company shall submit a weekly summary report containing the names of all bargaining unit 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. 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 thirty (30) 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. If the Company has now, or obtains during the life of this Agreement, the equipment or service, to produce punch cards or magnetic tapes, it will provide the Union with duplicates of said punch cards or magnetic tapes at the end of each pay period.

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



ARTICLE 3

HIRING

A. The Union shall operate and maintain a facility or shall designate a person or persons through which the Company shall secure new or additional workers. The Union will notify Company of the address and phone number of such facility and the person in charge of such facility.

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

C. Whenever at the beginning of any operating season in any area of operation of the Company, the Company anticipates the need for new or additional workers to perform any work covered by this Agreement, the Company shall approximately two (2) weeks prior to the date of anticipated need for such workers, notify the Union 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 in writing of the exact starting date no later than forty-eight (48) hours prior to the actual date for commencement of the work.

D. In the event, during the operating seasons in any area of Company operations, new or additional workers are needed to perform work covered by this Agreement, the Company shall notify the Union in writing of the number of workers needed, the type of work to be performed, the date the workers are needed, and the approximate duration thereof. The Union shall be given forty-eight (48) hours notice prior to the date the workers are to report for work, as far in advance as possible.

E. Upon receipt of said letter notice, Union shall use its best efforts to furnish the requested number of workers. If Union does not furnish the requested number of workers on the date of the beginning of the work, the Company shall be free to procure needed workers not furnished by Union from any other source. If Company procures workers from any source, it will make available to Union, in writing within three (3) days thereafter, the names, Social Security numbers, date hired, job classifications, and addresses of all workers so hired, provided however that 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. Such workers shall be subject to the provision of Article 2 of this Agreement.

F. For jobs which require skills or experience, such as tractor drivers, irrigators, the Union will refer workers who meet the job requirements. The Company agrees to review its future plans so that expected vacancies requiring skills will be filled in compliance with Sections D-2 and E of Article 4. Before the Company makes a determination that a referred worker does not meet the job requirement, the supervisor will fully explain the job duties and requirements and give the worker a reasonable time to meet the job requirement. If the Company determines that a worker does not meet the job requirement, the Supervisor will give in writing to the Union within forty-eight (48) hours the reason that he or she failed to meet the job requirement. Such determination by the Company shall not be made arbitrarily.

G. The number of workers requested by Company shall be reasonably related to the amount of work to be performed in ratios related to Company's previous practices.

H. The Company, when placing work orders with the Union, shall use the Exhibit B form attached to this Agreement.

ARTICLE 4

SENIORITY

A. Seniority shall be defined as the total length of continuous service with the Company. A break in service terminates seniority. Layoffs are not considered a break in service.

1. Seniority shall be broken for any of the following reasons:

- a. Voluntary quitting;
- b. Discharge for just cause;
- c. When any worker leaves the bargaining unit to accept a supervisory or other position with the Company outside the bargaining unit;
- d. A worker fails to report at the end of an authorized leave of absence or vacation without an approved extension or accepts employment with another company as provided in Section C of Article 9 of this Agreement;
- e. A worker off work for four (4) consecutive days or more and has failed to notify the company of his or her absence.

B. Seniority shall be acquired by a bargaining unit member after completion of fourteen (14) days of work within the preceding ninety (90) calendar days, retroactive to the bargaining unit member's date of employment. This period shall not be interpreted to constitute a probationary period.

C. Any worker rehired after loss of seniority shall establish a new seniority date as provided in Section B.

D. Job classification seniority shall be defined as the total length of time worked continuously by a bargaining unit member within a specific job classification as the same are established in this Collective Bargaining Agreement. Job classification seniority shall be applied to layoffs and recalls.

Company wide seniority shall be defined as the total length of continuous service, in all classifications, with the Company. Company wide seniority shall be applied for the purposes of promotions, demotions, transfers, filling new jobs, and fixing the order in which layoff workers with company wide seniority are given consideration for other jobs.

Company wide seniority shall be applied in the following way:

1. A worker with company wide seniority who is working in a higher job classification and is subject to an extended layoff may, at his or her option, displace a worker with less seniority in a lower job classification provided such worker is willing and capable of performing such work.
2. Workers on layoff status with company wide seniority shall be eligible for employment pursuant to Article 3 on their request in a job classification in which that worker has no or limited seniority before new workers are hired.

E. Whenever a vacancy occurs in a job classification with a higher rate than general labor such vacancy shall be posted on the Company's bulletin boards. A copy of such posting shall be provided the Ranch Committee. The posting shall be made at least five (5) days before the vacancy is permanently filled. Workers with seniority desiring consideration for the higher rated job will so indicate by signing the posting. The senior worker shall be selected for the vacancy and he or she shall be given a fair opportunity to qualify. If such worker cannot perform the job, he or she shall return to his or her former classification and rate and the Company will then select the next senior worker who had signed the posting and she or he shall be given a fair opportunity to qualify. The selection procedure will be repeated until the posting list has been exhausted, and thereafter Company may select a qualified worker from the seniority list or notify the Union facilities of such vacancy

pursuant to Article 3. The Company will fill temporary vacancies such as those created by a worker's illness or short term leave of absence for illness or injury on the basis of seniority, so far as possible.

F. A bargaining unit member who is recalled from a layoff shall be recalled in order of seniority to the job classification from which that person was laid off.

G. If a seniority worker fails to report to work within three (3) days after the recall date, said worker shall not be entitled to bump workers with lessor seniority who reported promptly. Whenever possible, Company will make an effort to find room for seniority members who are late to report. If, however, there is not room, a worker who fails to report within three (3) days after the recall date must wait for a new job operation to start or for the Company to notify the Union of need for new workers. At such time, such seniority member shall be eligible for employment before new workers are hired.

H. Company agrees to provide on-the-job training for workers in the bargaining unit to fill expected vacancies in such jobs so workers will have the opportunity to learn the necessary skills, trainees to be selected on the basis of seniority with prior notice to the Union before such selection.

I. The Company when anticipating the recall of seniority workers shall notify the worker and the Union not less than two (2) weeks prior to the estimated starting date of the work and the approximate duration thereof. The Company shall then notify the workers by any or all of the following means: posting on the Company bulletin boards, posting at the Union office, radio announcements, and by providing the information to those workers who call the Company office. Such notice shall be given at least forty-eight (48) hours in advance of the starting date of work.

1. The notice of recall directed to the worker two (2) weeks in

advance of commencement of the work shall be a joint recall bearing the title of the Company and the Union. There shall be no recall by labor contractors.

2. The notice of recall directed to the worker two (2) weeks in advance of commencement of the work shall be sent on the form attached to this Agreement as Exhibit D. A copy of the list of recalled workers shall be provided to the Union, including names, social security numbers, and job classifications.

J. Beginning with the signing of this Agreement and two (2) weeks prior to the start of an operation or each three (3) months thereafter, whichever comes first, the Company shall provide the Union with an up-to-date seniority list showing the names of each worker, his or her seniority date, Social Security number and job classification. The Company shall post such seniority list on the Company's bulletin board as follows:

The seniority lists shall be posted by the Company at the signing of this Agreement and thereafter, at the start of each operation or every three (3) months, whichever comes first, for a period of two (2) weeks.

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

K. Company shall not be required to hire more than the number of workers recalled by the Company or dispatched at Company's request by the Union, nor shall Company be required to pay any sums to workers who report for work but who were not recalled or requested by the Union.

L. The Company will notify Union in writing of layoffs, seven (7) days, or as soon as possible, prior to layoff, and will thereafter furnish Union with a

list of those workers laid off.

M. It is agreed that Company and Union may agree in writing to make deviations from the seniority provisions of this Agreement.

N. The Company and the Union may agree to review and revise a seniority provision one year after the signing of this Agreement.



## ARTICLE 5

### GRIEVANCE AND ARBITRATION PROCEDURE

A. The parties to this Agreement agree that all disputes which arise between the Company and the Union of the interpretation or application of this Agreement or any controversy between the Company and workers or the Union which arise under this Agreement that deals with working conditions, health, safety, or benefits, shall be subject to the Grievance and Arbitration Procedure.

The parties further agree that the Grievance Procedure of this Agreement shall be the exclusive remedy with respect to any disputes arising under this Agreement, and no other remedies shall be utilized by any persons with respect to any dispute involving this Agreement until the Grievance Procedure has been exhausted.

B. The Company agrees to cooperate to make Union stewards available to workers wishing to submit a grievance and to make the Grievance Committee of the Union available to perform their functions under this Agreement. All grievances may be processed during working hours. In the event the Company requests a grievance meeting during working hours, the stewards and Grievance Committee function shall be performed without any loss of pay, provided this provision does not apply in arbitration proceedings. A grieved worker shall have the right to be present at each step of the procedure.

C. At the request of the Union, the Company shall have the supervisor involved present at each step of the grievance procedure.

D. 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.

E. FIRST STEP: Any grievance arising under this Agreement shall immediately be taken up between the Company's supervisor involved, and the Union steward. They shall use their best faith efforts to resolve the grievance. In the event grievances are not immediately satisfactorily resolved, the grieving party shall reduce the grievance to writing and set forth the nature of the grievance. If the grievance is denied the Company Supervisor shall, within forty-eight (48) hours, present to the Union Steward his or her written response to the grievance, regarding Company's position including reasons for denial. The grieving party may proceed to the SECOND STEP, provided however, that the grieving party may notify the other party that the grievance must be expedited and presented to the Permanent Arbitrator in accordance with Section J of this Article. A grievance regarding a discharge of a worker must be filed within five (5) days of the discharge. All other grievances must be filed in writing within thirty (30) days of the occurrence of the grievance or thirty (30) days of the discovery thereof.

F. SECOND STEP: Any grievance not satisfactorily resolved in the FIRST STEP within one (1) work day, shall within fifteen (15) work days thereafter, be discussed in a meeting between the Grievance Committee and the Company's representative designated to resolve such matters. A representative of the Union shall also participate in such meeting unless the Union representative authorizes the Committee to proceed and so advises the Company. If the grievance is not satisfactorily resolved in such meeting the party receiving the grievance shall immediately give a written response to the other regarding its position including reason for denial. Failure of the grieving party to appeal to the Second Step within thirty (30) calendar days shall waive the grievance.

G. THIRD STEP: If the parties cannot resolve the dispute in Step 1 or 2 above, the grievance shall be referred to the Permanent Arbitrator for the area within thirty (30) calendar days. In accordance with this Article, the parties agree to the designated permanent arbitrator for the area, or if none exists in the area, to designate a Permanent Arbitrator for the area. If the Arbitrator shall at any time be unable or refuses or fails to act, or he or she vacates his or her position, the Company and the Union shall immediately select his or her successor or substitute.

H. SELECTION OF THE ARBITRATOR: The parties agree that it is desirable that a permanent arbitrator be selected for the purpose of settling any disputes submitted to arbitration by either of the parties pursuant to this Collective Bargaining Agreement. The parties also agree that it is desirable that the arbitrator be a resident or maintain offices in the Coachella Valley in order to comply with the various procedures required of an arbitrator under this Collective Bargaining Agreement. The parties therefore agree to make a good faith effort to select and agree upon a permanent arbitrator after the execution of this Agreement. In the event that the parties are unable to agree upon a permanent arbitrator, the parties shall request either the American Arbitration Association or the Federal Mediation and Conciliation Service for a panel of eleven (11) arbitrators. After the receipt of the lists of names of proposed arbitrators, the parties shall meet to select an arbitrator for the area. The parties shall alternately strike names from the list of arbitrators until one name remains and that person shall be the permanent arbitrator for the Coachella Valley. The first party to strike a name shall be selected by a coin toss. It is further agreed that every six (6) months either party may request a new list of arbitrators and a new meeting will be held for the purpose of selection of a new arbitrator. It is the intention of

the parties that a permanent arbitrator shall serve for a period of six (6) months unless the parties mutually agree to extend the period for an additional four (4) months.

I. The arbitrator shall consider and decide the grievance(s) referred to him or her and in cases where more than one grievance is referred to arbitration, they will be heard at the same hearing. The arbitrator shall not have the authority or jurisdiction to modify, detract from or alter any provisions of this Agreement. The arbitrator shall have the authority to revoke or modify any form of discipline and in all cases award back pay if he or she so determines for any loss of earnings from the Company. The Arbitrator must render a decision in writing to the parties within fifteen (15) days from the date of the closing of the hearing. The Arbitrator shall have access to Company's property if necessary.

J. The grieving party may invoke an expedited procedure to have unresolved grievances immediately heard before the Arbitrator, but in any event not later than three (3) calendar days after the day on which the grieving party notified the other party that the grievance must be expedited. The duties and the authority of the Arbitrator shall be the same as under Section I above. The Arbitrator shall issue a bench decision and will issue a written decision within twenty-four (24) hours of the close of the expedited hearing. The Arbitrator shall have access to Company's property if necessary.

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

L. Decisions of the Arbitrator shall be in writing, signed and delivered to the respective parties. All expenses and salaries of the Arbitrator shall be borne equally by the parties. Each party shall pay the cost of presenting its own case.

ARTICLE 6

DISCIPLINE AND DISCHARGE

A. Company shall have the sole right to discipline and discharge workers for just cause, providing that in the exercise of this right it will not act in violation of the Agreement. No worker shall be disciplined or discharged except for just cause.

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

C. The steward or other Union representative shall have the right to interview workers in private.

Within forty-eight (48) hours after any discharge for just cause, the Union representative will be notified in writing the reasons for such discharge.

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 in connection with conduct of normal Union affairs in administration of this Agreement. In the exercise of the foregoing, there shall be no unnecessary interference with the productive activities of the workers.

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

C. The Union shall advise the Company of the names of its duly authorized and designated representatives. Union representatives shall identify themselves by wearing an identification badge and shall upon request by Company supervisor identify themselves.

ARTICLE 8

NEW OR CHANGED OPERATIONS

A. In the event a new or changed operation or new or changed classification is installed by the Company, or any other job classification is not included in the pay scale of this Agreement, the Company shall set the wage or piece rate in relation to the classification and rates of pay in Appendix "A" and shall notify the Union before such rate is put into effect. The Company and the Union shall meet within five (5) days after notices are received to negotiate the wage rates. Whether or not the Union has agreed to the proposed rate, the Company may put the rate into effect after such notice. In the event such rate cannot be agreed upon mutually between the Union and the Company, the same shall be submitted to grievance procedure including arbitration for determination beginning at the second step. Any rate agreed upon or as determined by the arbitrator shall be effective from the installation of such new or changed operation.

B. Any dispute as to piece rates shall be referred to the piece rate arbitrator for resolution in accordance with the citrus piece rate procedure, Section 1.

ARTICLE 9

LEAVES OF ABSENCE

Leaves of absence for Union Business

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

B. A temporary leave of absence without pay not to exceed four (4) days for Union business shall be granted under the following conditions:

1. Written notice shall be given by the Union to the Company at least two (2) days prior to commencement of any such leave;
2. Such leaves of absence shall not exceed ten percent (10%) of any such crew;

This section shall not apply to operations during critical periods such as the first and last week of harvest, if it would harm operations.

Other Leaves

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

1. For jury duty or witness duty when subpoenaed;
2. A worker who serves in the U.S. Military and notifies the Company and Union in writing prior to leaving for such service, and reports for work within thirty (30) days after being discharged from such service,



shall not lose any seniority, job rights, or other benefits. Upon return from such service, such worker shall be granted a job equal to that he or she would have had with Company had he or she remained in Company's continued employ, provided, however, any renewal of enlistment beyond the original one will serve to break seniority unless such action violates the Selective Service Act.

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

4. For valid personal reason, not to exceed thirty (30) days.

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

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

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

ARTICLE 10

MAINTENANCE OF STANDARDS

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

ARTICLE 11

SUPERVISOR AND BARGAINING UNIT WORK

A. Supervisors and other employees not included in the bargaining unit shall not perform any work covered by this Agreement except for instruction, training, emergencies, and work which they have performed in the past and which is incidental to their supervisory duties. This paragraph shall not be used as a basis for the purpose of avoiding the recall of bargaining unit workers from layoff or displacing bargaining unit workers from work they would normally perform.

B. 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, and in the event a non-bargaining unit worker is found to have been disrupting harmonious working relations by an Arbitrator, such non-bargaining unit worker shall be appropriately disciplined by the Company.

ARTICLE 12

WORKER SECURITY

- A. Company agrees that any worker may refuse to pass through any picket line of another company and sanctioned by the Union.
  
- B. No worker under this Agreement shall be required to perform work that normally would have been done by employees of another company who are engaged in a strike sanctioned by the Union.
  
- C. The provisions of Article 14 Section C, Health and Safety apply as is.

ARTICLE 13

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 rate production record. The daily piece rate production of a bargaining unit member shall be furnished to the appropriate steward or bargaining unit member at the end of each work period upon request, as soon as such information is available.

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

C. Company will provide description of Company work locations.

ARTICLE 14

HEALTH AND SAFETY

A. The Company and the 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 pest and the growth of the product. The Company recognizes that the use of such chemicals that may be injurious to farm workers must be used in such a manner as not to cause injury to Company's employees. In order to assure the protection of Company's employees from injurious chemicals which may be applied by third parties with whom the Company may be engaged in a joint venture, partnership or other agricultural arrangement, the Company agrees to insert a provision in all such contracts with third parties which provides that the third party will comply with all applicable laws relating to the health and safety of farm workers. Company will not use banned chemicals such as, but not limited to, DDT, DDD, DDE, Aldrin and Dieldrin. Upon request by the Union to the Company, the Company shall provide Union with all records which would disclose the following information:

- (1) Location of field treated with injurious materials;
- (2) Name of material used by brand name and chemical name and registration number;
- (3) Date and time material was applied or to be applied and its formulation;
- (4) Amount of material applied and its formulation and concentration;
- (5) Method of application;
- (6) Applicator's name and address, if any.

B. The Company shall use its best efforts to ascertain from third parties with whom Company has entered into joint venture, partnership, or other

agricultural arrangement the records of such third party which would disclose the above information and provide the same to Union.

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

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

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

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

G. Adequate first aid supplies shall be provided and kept in clean and sanitary dust-proof containers, readily accessible to workers.

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.



I. Union shall cause to be formed a Health and Safety Committee comprised of worker's representatives. Members of the Committee shall have access to records relating to the application and use of economic poisons applied by the Company upon giving reasonable notice to the Company. The Committee shall participate in the formulation of rules and practices relating to the health and safety of workers including but not limited to the following: The use of garments, materials, tools and equipment as they may affect the health and safety of the workers. The rights of management under Article 26: Management Rights, shall not be limited or restricted by this section.

ARTICLE 15

UNION LABEL

The parties recognize the value and importance of the union label. The parties wish to insure that the public will not be defrauded by 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, Company shall be entitled to the use of said label or seal. It is agreed that during the term of this Agreement each shipping package or container harvested and packed by Union members and shipped by Company shall bear the Union label or seal. In this regard Company shall not sell, transfer, or assign its right to use said label or seal except upon written permission of 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.

E. Company agrees to give to Union upon request a record of the daily shipping reports.

ARTICLE 16

NO DISCRIMINATION

There shall be no discrimination against any worker because of race, age, creed, color, religion, sex, political belief, national origin or language spoken.

ARTICLE 17

BULLETIN BOARDS

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

ARTICLE 18

INCOME TAX WITHHOLDING

The Company shall deduct Federal and State income tax in accordance with existing laws 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 19

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 weekly basis to that organization at P.O. Box 62, Keene, California 93531, or such other address as designated by the Administrator of the Fund.

ARTICLE 20

LOCATIONS OF COMPANY OPERATIONS

The Company will provide the Union with the exact locations including total acreage and crops of all present agricultural operations (and any acquired or lost during the life of this Agreement) immediately after the execution of this Agreement, for use by the Union representatives pursuant to Right of Access article.



ARTICLE 21

SUBCONTRACTING

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. It is also understood and agreed that the Company shall not subcontract to the detriment of the Union or bargaining unit workers.

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

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

B. Subcontracting is permissible under this Agreement where the Company does not have the equipment to do the work being subcontracted.

C. Company will notify the Union in advance of any subcontracting.

ARTICLE 22

MODIFICATION

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

ARTICLE 23

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 24

SUCCESSOR CLAUSE

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

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

ARTICLE 25

FAMILY HOUSING

Company and the United Farm Workers of America, AFL-CIO, recognize that one of the most serious needs of farm workers, particularly migrant farm families, who help produce food for the nation, is adequate family housing. It has been long known that families who follow the crops are required to move from two to three times a year. This creates hardship on families, particularly the children, who must readjust to new locations and new school patterns. 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 25A

NO STRIKE CLAUSE

- A. There shall be no strikes, slowdowns, boycotts, interruptions of work by the Union nor shall there be any lockout by the Company.
- B. If any of said events occur, the officers and representatives of Union and/or Company, as the case may be, shall do everything within their power to end or avert such activity.
- C. Workers covered by this Agreement shall not engage in any strike, slowdown or other interruption of work, which action is not approved by the Union.

ARTICLE 26

MANAGEMENT RIGHTS

A. 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 27

MECHANIZATION

A. The Company agrees not to utilize harvestors or introduce any type of machinery or mechanical device, other than those in use at the time of the signing of this Agreement, which will displace workers unless the introduction of the same has been negotiated and agreed to by the Union.



ARTICLE 28

HOURS OF WORK, OVERTIME, AND WAGES

A. The following overtime provision shall apply to all grove tenders:

1. Grove tenders shall be paid a premium of thirty-five cents (35¢) per hour for all hours worked in excess of nine (9) hours in one (1) day.

B. The following overtime provisions shall apply to all workers, except to forklift drivers:

1. The first eight (8) hours worked on the seventh (7th) consecutive day of a work week shall be paid at the rate of one and one-half ( $1\frac{1}{2}$ ) times the worker's regular rate of pay. All hours worked in excess of eight (8) hours on such day shall be paid at the rate of double time.

2. Daily overtime: A premium of thirty-five cents (35¢) per hour shall be paid for all hours worked in excess of eight (8) hours in one (1) day.

3. Night Shift Premium: A night shift premium shall be paid to all workers who work a majority of their shift between the hours of 6:00 P.M. and 6:00 A.M. Such worker shall be paid a premium of twenty-five cents (25¢) per hour for all hours worked.

There shall be no pyramiding of overtime or night shift premiums.

C. Workers shall receive the rate of his or her job classification for all time worked, including time, if any, in a classification with a lesser rate of pay, as per past practices.

D. When a worker performs work in a higher rated job in any one day, he/she shall be paid at the higher rate for all such time worked on that day.

E. When a worker is working as a trainee for a higher rated job, he/she shall be

paid for such training period at his/her regular rate of pay for a time period not to exceed twenty-eight (28) continuous calendar days; if such worker qualifies for the higher rated job and retains it after the twenty-eight (28) continuous calendar days he/she shall then be paid for the higher rated job.

F. Workers shall be entitled to one full day (24 hours) off without pay each payroll week. Work shall be arranged so far as possible so that each worker will have Sunday off.

G. Lunch time breaks shall be one-half ( $\frac{1}{2}$ ) hour and shall not be compensated nor counted as hours worked under the provisions of this Agreement.

H. Wages for specific job classifications will be set forth in Appendix A, attached hereto.

ARTICLE 29

REPORTING AND STANDBY TIME

A. A worker paid on an hourly or piecework basis who is required to report for work and does report and is furnished no work or less than four (4) hours of work for reasons other than an Act of God, or where workers refuse to work, or other causes beyond control of the company, shall be paid at least four (4) hours for that day at the worker's hourly rate of pay, or the worker's average hourly piece rate earnings based on the preceding payroll week.

B. A worker shall be paid for all time he or she is required to remain on the job at his or her hourly rate or average hourly piece rate earnings based on the preceding payroll week.

C. The Company shall make a reasonable effort to provide the workers with a reporting time as close as possible to the actual work starting time.

ARTICLE 30

HOLIDAYS

A. A worker shall receive eight (8) hours of pay at his or her hourly rate of pay or the rate of pay for general labor (whichever is higher) for the following holidays: Washington's Birthday, Labor Day, and Thanksgiving.

B. To be eligible for a paid holiday, a worker must work at least five (5) days during the two (2) payroll weeks immediately preceding the payroll week in which the holiday falls, and must work the scheduled workdays both immediately before and after the holiday.

C. The following shall be recognized as unpaid holidays under the terms of this Agreement: Christmas, New Year's Day.

D. Any work performed on the above listed holidays shall be paid for at the rate of one and one-half ( $1\frac{1}{2}$ ) times the regular rate of pay and shall be in addition to the worker's holiday pay.

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

ARTICLE 31

CITIZENSHIP PARTICIPATION DAY

A. The third Sunday of November of each year during the term of this Agreement shall be designated as "Citizenship Participation Day". All workers on "Citizenship Participation Day" shall receive eight (8) hours pay at their regular straight-time hourly rate. Such eight (8) hours pay shall be in addition to any pay due the worker if he or she is required to work on "Citizenship Participation Day". Upon receipt of proper written authorization from the workers, the Company shall deduct from such worker's wages the pay received for "Citizenship Participation Day" and the Company shall remit such a sum to the "Citizenship Participation Day" Committee of the United Farm Workers of America, AFL-CIO, for allocation as designated by the worker. In the event any worker works on "Citizenship Participation Day" the Company shall not deduct any pay due him or her for working 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 Day" Committee of the United Farm Workers of America, AFL-CIO, P.O. BOX 62, Keene, California 93531 by the twenty-fifth (25th) of the month following the Sunday designated in this Agreement.

D. Union shall indemnify and hold the Company harmless from and against any and all claims, demands, suits, or other forms of liability that may arise out of or

by reason of action taken by the Company for the purpose of compliance with the above, provided, however, that each party will pay their respective legal costs.

ARTICLE 32

ROBERT F. KENNEDY FARM WORKERS MEDICAL PLAN

- A. The Company shall, beginning with the effective date of this Agreement, contribute to the Robert F. Kennedy Farm Workers Medical Plan sixteen and one-half cents ( $16\frac{1}{2}$ ) per hour for each hour worked for all workers covered by this Agreement.
- B. All contributions due herein shall be computed weekly for every worker covered by this Agreement. In conjunction therewith, a weekly summary report will be submitted on the date workers are paid covering the weekly payroll for which contributions are due. The weekly summary report shall include the workers' names, Social Security numbers, total hours worked by workers, total number of workers, and amount of contributions.
- C. The monies and summary report shall be remitted to the Robert F. Kennedy Farm Workers Medical Plan, P.O. Box 92169, Los Angeles, California 90009, or such other address as designated by the Administrator of the Fund.

ARTICLE 33

JUAN DE LA CRUZ FARM WORKERS PENSION FUND

- A. The Company shall, effective at the signing of this Agreement, contribute to The Juan de la Cruz Farm Workers Pension Fund, five cents (5¢) per hour for each hour worked by all workers covered by this Agreement, and commencing February 1, 1978, the amount of such contributions shall be fifteen cents (15¢) per hour.
- B. Contributions to be made by Company pursuant to this Article shall be deposited into and remain in an interest bearing trust account till such time as a formal pension plan has been developed for farm workers by Union and the Internal Revenue Service has issued an advance determination that such plan meets the requirements of Part 1, 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.
- C. All contributions due herein shall be remitted on a weekly basis, for every worker covered by this Agreement. IN conjunction therewith, a monthly summary report will be submitted covering the payroll periods for which contributions are due. Summary report shall include the workers' names, Social Security numbers, total hours worked by workers, total number of workers and amount of contributions.
- D. The monies and a summary report shall be remitted to the Juan de la Cruz Farm Workers Pension Fund, P.O. Box 39122, San Francisco, California 94139, or such other address as designated by the Administrator of the Fund.



ARTICLE 34

MARTIN LUTHER KING FUND

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

B. All contributions due herein shall be remitted on a weekly basis, for every worker covered by this Agreement. In conjunction therewith, a monthly summary report will be submitted covering the payroll periods for which contributions are due. The summary report shall include the workers' names, Social Security numbers, total hours worked by workers, total number of workers and amount of contributions.

C. The monies and a summary report shall be remitted to the Martin Luther King Fund, P.O. Box 80762, Los Angeles, California 90080, or such other address as designated by the Administrator of the Fund.

ARTICLE 35

JURY DUTY AND WITNESS PAY

Workers who have worked at least three (3) days during the two (2) weeks preceding the week in which the following events occur shall receive the benefit of this Article. A worker will be paid jury duty or witness pay for testifying in any legal proceeding not between the parties for any days of work missed due to the performance of such service. Jury duty or witness pay 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 Article, the worker must provide Company with a copy of notice summoning him to appear and must provide documentary evidence of the amount of fees received for performing such service.

ARTICLE 36

REST PERIODS

Workers shall be paid for rest periods of ten (10) minutes each which, insofar as practical, shall be in the middle of each four (4) hour work period or major portion thereof.

ARTICLE 37

INJURY ON THE JOB

Whenever a worker is injured on the job to the extent medical attention is received, the employer shall agree to pay full day's wages or average earnings for the balance of the day of the injury only. Worker must provide to the Company a copy of the medical report of the treatment received.

ARTICLE 38

VACATIONS

A. Beginning with the effective date of this Agreement, the Company shall grant vacations with pay, to eligible workers as specified below.

1. Workers who worked 1300 hours in the prior calendar year shall be eligible for two (2) weeks vacation.

Vacation pay shall be computed on the basis of the average number of hours worked per week at their regular rate of pay. Vacation pay shall be deemed earned and payable at the end of each calendar year. However, workers may choose to receive their vacation pay at any other time during the calendar year. In the event a worker's seniority is broken according to Section H, Article 4, prior to the end of the calendar year and he has fulfilled the hours worked requirement, then such worker's vacation pay is due and payable at the time he or she receives his or her final paycheck.

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

C. If Company and worker both agree, a worker may waive his/her vacation time off, but shall receive their vacation pay in addition to their earnings for such period.

D. Beginning with the effective date of this Agreement, the Company shall contribute five cents (5¢) per hour, for each hour worked by workers covered by this Agreement to the Nagi Daifullah Farm Workers Vacation Fund.

Company shall remit the monies, on a weekly basis, to the Nagi Daifullah Farm Workers Vacation Plan, P.O. Box 62, Keene, California 93531, along with a summary

report containing the date of the payroll period, names of workers, Social Security numbers, total hours worked per worker, total number of workers and tax deductions made from the portion remitted.

E. The Nagi Daifullah Farm Worker Vacation Plan shall, at the end of the calendar year, pay the worker all monies, less administrative costs, accumulated to his or her account from the Company or any other employer contributory to the plan.

F. Company agrees to provide Union, upon signing of this Agreement, a list of those workers the Company expects will qualify for a paid vacation pursuant to Section A. Such list will include the worker's name, current home address, Social Security number and job classification. Company shall not be bound to contribute to the Nagi Daifullah Farm Worker Vacation Plan for these workers, provided however, that if such workers should fail to work the required number of hours, in order to qualify for vacation pay pursuant to Section A, then the Company shall pay to the Nagi Daifullah Farm Worker Vacation Plan, in a lump sum, five cents (5¢) per hour for every hour worked by such worker(s). Such payment shall be made by January 15, 1978 and every succeeding year thereafter and shall include all hours worked up to and including December 31st of the calendar year prior to such payment.

G. In the event the Company was covered by a previous Collective Bargaining Agreement in 1976, the Company shall maintain that vacation benefit schedule for calendar 1977.

If the Company was not covered by a Collective Bargaining Agreement, maintenance of standards shall apply for calendar 1977.

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

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

ARTICLE 39

DURATION OF AGREEMENT

This Agreement shall be in full force and effect from the 19th day of December, 1977, to and including the 1st day of December, 1980. This Agreement shall automatically renew itself upon expiration of this Agreement unless either of the parties shall have given notice in writing to the other party sixty (60) days prior to the expiration, requesting negotiations for a new Agreement, together with thirty (30) days prior written notice to the State Conciliation Service. During this sixty (60) day period all terms and conditions of this contract shall remain in full force and effect.

Executed this 19th day of December, 1977.

UNITED FARM WORKERS OF AMERICA,  
AFL-CIO

RICHARD A. GLASS COMPANY

BY:

Cesar E. Chavez  
Cesar E. Chavez

Gilbert Padilla  
Gilbert Padilla

Elioso Medina  
Elioso Medina

Jesus Garcia  
Jesus Garcia

Nabor Lua  
Nabor Lua

Juan D Rios  
Martin Jasso

BY:

David E. Smith  
David E. Smith  
Attorney at Law



APPENDIX A

STEM AND LEAF PICKING

<u>VARIETY</u>		<u>BIN RATE</u>
FAIRCHILD'S.....	Color Pick	<u>\$12.50</u>
	Strip	<u>\$12.00</u>
ALGERIAN.....	Color Pick	<u>\$12.50</u>
	Strip	<u>\$12.00</u>
DANCY.....		<u>\$12.50</u>
KINNOW.....	Color Pick	<u>\$10.50</u>
	Strip	<u>\$10.00</u>
FREMONT.....	Color Pick	<u>\$10.50</u>
	Strip	<u>\$10.00</u>

BALD PICKING

MINNEOLA.....		<u>\$9.60</u>
GRAPEFRUIT.....	RING PICK	<u>\$5.00</u>
	Strip	<u>\$4.50</u>
VALENCIA.....		<u>\$8.50</u>
ROYALS.....		<u>\$6.00</u>
ORLANDO.....		<u>\$8.50</u>

	Effective Date	Effective Date	Effective Date
	<u>12-19-77</u>	<u>11-29-78</u>	<u>11-29-79</u>
GROVE TENDER	<u>\$3.75</u>	<u>\$3.95</u>	<u>\$4.16</u>
GENERAL LABOR	<u>\$3.35</u>	<u>\$3.55</u>	<u>\$3.76</u>
FORKLIFT DRIVER	<u>\$45.00/day</u>	<u>\$47.70/day</u>	<u>\$50.56/day</u>
PRUNING BASE RATES			
Large Trees	<u>\$2.75</u>		
Small trees (under ten feet)	<u>\$1.75</u>		

LETTER OF UNDERSTANDING

BETWEEN

RICHARD A. GLASS CO.

AND

UNITED FARM WORKERS OF AMERICA, AFL-CIO

The parties hereby agree to the following job classification descriptions:

PICKER: Harvests citrus from a tree into a cloth sack and deposits it into a bin.

FORKLIFT DRIVER: Drives and operates a forklift, to deposit empty bins in the orchards and to bring them out when full.

GROVE TENDER: Does irrigating, tractor driving, and general labor work in the ranch.

GENERAL LABOR: Covers general field labor work and other miscellaneous duties not otherwise covered by other wage classifications or new or changed operations that may be subject to Article 8, New or Changed Job Operations.

PRUNING: Cutting away dead or excess branches using shears and/or a saw.

SIDE LETTER OF UNDERSTANDING

BETWEEN

RICHARD A. GLASS CO.

AND

UNITED FARM WORKERS OF AMERICA, AFL-CIO

BOYCOTT ACTIVITY

In the event the Company sells any of its produce through a marketing agent or association or company, Union and Company agree that Union shall have the right to boycott activity against any agricultural employer with whom it may have a dispute if said employer also ships or markets its produce through the same marketing agent or association or company as Company.

Union agrees that if any boycott activity instituted against any employer with whom it may have a dispute it will make known and publicize the fact that the dispute does not extend to the Company. Any boycott literature or activity will name the agricultural employer with whom Union has a dispute. Union shall upon the request of the Company execute a copy of the attached notice notifying wholesale purchasers of produce that Union has no dispute with the Company and that the boycott does not extend to Company's produce.

In order to expedite notification to wholesale purchasers that the produce of the Company is not subject to the boycott, Union agrees to execute at its Coachella Valley Field Office copies of the letter attached hereto for distribution by the Company to designated purchasers of produce. A copy of said letter shall be left at the Coachella Valley Field Office of Union at the time Company requests the signature of Union to said letter.

Company further agrees that all produce harvested by Company's employees shall be packed and shipped in boxes upon which is affixed "Harvested by Richard A. Glass Company."

It is understood and agreed between the Company and the Union that there

are cartons, containers and packages presently in the possession of Company and/or on order at the time of the execution of this collective bargaining agreement. It is agreed that said cartons, containers and packages may be used by the Company without imprinting or adding the Union Label and without indicating thereon that the produce contained therein has been harvested by Richard A. Glass Company.

Nothing in this agreement shall prevent Union from instituting boycott activities against any company for whom Richard A. Glass Company ships, packs or markets.

Company and Union agree that upon fifteen (15) days after the execution of this Agreement Company will provide Union with a list of the number of boxes on hand and those already on order.

For Labor

TO: (Wholesale Purchaser)

You are hereby notified that Richard A. Glass Company, and the United Farm Workers of America, AFL-CIO have entered into a Collective Bargaining Agreement relating to the agricultural employees of Richard A. Glass Company. You are further notified that both Richard A. Glass Company and the United Farm Workers of America, AFL-CIO are in compliance with the terms of said Collective Bargaining Agreement and that no boycott activity is in effect against Richard A. Glass Company.

You are further notified that the United Farm Workers of America, AFL-CIO endorses the product of Richard A. Glass Company as being produce harvested by Union Labor under a Collective Bargaining Agreement entered into with the United Farm Workers of America, AFL-CIO.

DATED: \_\_\_\_\_

United Farm Workers of America, AFL-CIO

BY: 

United Farm Workers of America, AFL-CIO  
Coachella Valley Field Office  
1639 Sixth Street  
Coachella, California 92236

(714) 398-6179

## UFW, AFL-CIO FUNDS

The Company recognizes its obligations under the Collective Bargaining Agreement to make contributions to the following funds:

1. Robert F. Kennedy Fund
2. Martin Luther King Fund
3. Juan de la Cruz Pension Fund

according to Articles 32, 33, and 34 of the Collective Bargaining Agreement.

Company further agrees to pay an increase to these Funds which shall be equal to the rate agreed upon by the Vegetable Master Agreement companies who hold contracts with the United Farm Workers Union, in the event such rates are increased on December 1, 1978.

Company's obligation to meet any increase in such contributions shall not commence prior to December 1, 1978, but on the date the other companies increase such payments.

## EXTENDED LAYOFF

It is hereby understood that "extended layoff," as referred to in Article 4, Section 01, shall mean a layoff over seven (7) days in duration.

## HOUSING

Company agrees that it shall operate and maintain its housing in the same manner as in the past, and that any camp boarding shall be operated on a non-profit basis. Company further agrees that housing shall be assigned in accordance with Article 16, No Discrimination.

## TRAVEL PAY

Company agrees to pay \$5.00 per day for travel pay to Westmoreland, and Blythe.

## RE: ARTICLE 12, WORKER SECURITY

A. In the event the Company enters into a partnership, joint venture, or other legal contractual relationship with another Company for the growing,

harvesting, or shipping of crops, Union agrees not to interfere with or prevent in any manner the growing, harvesting, or shipping of any of the crops upon which Company's employees will be performing work, 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 and it is understood that the filing of a petition under the Agricultural Labor Relations Act does not constitute interference under 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 time period stipulated in the document executed by the parties thereto, the crop year or twelve (12) months, whichever is less, or in the event there are other 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.

B. It is further recognized by the Company that the Union shall be notified within ten (10) days or as soon as possible, prior to entering into such contractual relationship with a company for the purpose of growing, harvesting, or shipping of a crop. Such notification will include name of contract party, dates of contracts, duration of contract or agreement, crop, crop operation involved, acreage and location.

RE: ARTICLE 20, LOCATIONS OF COMPANY OPERATIONS

It is hereby agreed by the parties that the Company shall not be required to provide the information required by Article 20 on land owned by third parties for whom the Company is the shipper of agricultural products or has a contract to harvest fruit. Company shall be obliged, however, to provide all locations where workers covered by this Agreement are working.

RE: EQUIPMENT DEPOSIT

The Company may require a deposit for tools, equipment, and protective garments issued to workers, as per past practices. Such deposit shall be deducted from the workers' second paycheck.

When the worker requires replacement of such tools, equipment, or protective garment, he shall return such item to the Company and the Company shall issue him a replacement without necessity of an additional deposit.

At the end of the season or the workers leaving the Company's employment, he shall return all tools, equipment or protective garments issued to him and the Company shall refund him his deposit.

RE: LEATHER GLOVES

The Company shall, upon request of a worker, issue the worker a new pair of leather gloves. In accordance with the provisions of Article 14, Section F, the worker shall be responsible for returning gloves issued to him, but shall not be responsible for normal wear and tear. Workers shall be charged the Company's actual cost for gloves not returned. If a worker has picked more than fifty (50) bins, he shall be entitled to another pair of gloves, providing he requests that the Company issue him another pair of gloves and provided that he returns his used gloves to the Company. If an employee requests that the Company issue him a new pair of leather gloves before he has picked fifty (50) bins, he shall be charged the company's actual cost for the new gloves on a pro rata basis for the actual number of bins he has picked since his old pair of gloves was issued.

RE: WEEDS

Company agrees that it shall, prior to harvesting, disc the weeds on its properties and shall request that owners of land where Company will harvest also disc the weeds.



## ARTICLE 7

### ACCESS

There shall be no more than three (3) Union representatives on Company property with any one crew at any time at any one location, except that if the number of Company employees in any crew at any one location exceeds sixty (60), there may be one additional Union representative at said location for each additional fifteen (15) employees or fraction thereof, unless agreed to in advance by Union and Company under the provisions of Article 7 of this Collective Bargaining Agreement.

## ARTICLE 15

During the course of the negotiations leading to the execution of the Collective Bargaining Agreement between the parties, it is acknowledged that the Company disclosed to the Union that the Company operates a commercial packing shed in which produce grown by various independent growers is packed and shipped. Some of the produce packed and shipped through Company's commercial packing shed is packed and shipped under labels of the Company and some is packed and shipped under labels of the particular grower.

It is acknowledged by both parties to this Agreement that during the course of negotiations the Company disclosed to the Union that some of the produce grown and harvested by agricultural employees of the Company is shipped through other companies and that said produce is packed and shipped in cartons or containers bearing the label of those other companies. The company agrees that the Union label and the Union seal shall be affixed to all such cartons

or containers containing produce harvested by members of the United Farm Workers of America, AFL-CIO. Such cartons or containers shall also bear the name of the Company.

#### EMPLOYEE INFORMATION

Company and Union agree that workers shall fill out employment cards provided by the Company at the Company's request which will furnish the following information to the Company and the Union will make known to its members that said information must be furnished as a condition of employment, as provided under state law:

1. Full and complete name;
2. Social Security Number;
3. Permanent residence address;
4. Local residence address;
5. Local telephone number where employee may be reached.

#### WORKING CONDITIONS

Company agrees that the borders in the middle of the grape rows will be maintained during the harvest season in such a manner so as not to pose a health and safety hazard, taking into consideration that the Company must still be able to irrigate during the same harvest season.

Company further agrees that the weeds, on its properties, will be disced under.

RE: REPORTING AND STANDBY TIME

The parties agree that the provisions of Article 19, Reporting and Standby Time, shall apply when workers cannot work because of lack of bins. This shall not apply when this occurs due to causes beyond the control of the Company.

RE: DISTRIBUTION OF BINS

Company agrees that the distribution of bins to the workers shall be in a non-discriminatory fashion.

RE: LADDERS

1. Company agrees that all ladders shall be maintained in good repair.
2. Company agrees to make a reasonable effort to furnish ladders in accordance with the needs of each grove.

RE: BORDERS

Company agrees that the borders in the middle of the rows will be maintained during the harvest season in such a manner so as not to pose a health and safety hazard, taking into consideration that the Company must still be able to irrigate during the same harvest season.

RE: COMMERCIAL SHED.

Richard A. Glass Co. represents to the United Farm Workers, AFL-CIO, that the Company is engaged in a commercial packing and shipping operation and that the truck drivers employed by the Company are included in said commercial operation and are excluded from the provisions of the ALRA and are included under the provisions of the NLRA.

Company further represents that it has subcontracted the hauling from field to shed of its citrus in the past and that said subcontracting has included the delivery of empty bins to the field and the hauling of full bins to the point of cooling and shipping. The subcontractor who has performed said work in the past is a commercial trucker and that subcontractor and the employees of that subcontractor are covered under the provisions of the NLRA.

Company agrees, however, that should the NLRB or ALRB rule that such workers are agricultural workers they shall then be included in the unit set forth in certification 77-RC-1-C, and that such jobs shall be subject to the provisions of Article 8, New or Changed Operations, of the Collective Bargaining Agreement.

SUPPLEMENTAL AGREEMENT

BETWEEN

RICHARD A. GLASS CO.

AND

UNITED FARM WORKERS OF AMERICA, AFL-CIO

It is agreed that the base rates for pruning shall be set forth in Appendix A. Any disputes as to the fairness of the base rate in a particular grove or block shall be resolved pursuant to the citrus piece rate procedure supplemental agreement.

It is further agreed that the base rates, for pruning and citrus harvesting, shall be subject to renegotiation on the second and third years of this Agreement. For purposes of this Agreement November 29 shall be the anniversary date. Any disputes between the parties shall be resolved in accordance with the piece rate procedure, Section I.

Executed this 29th day of December, 1977.

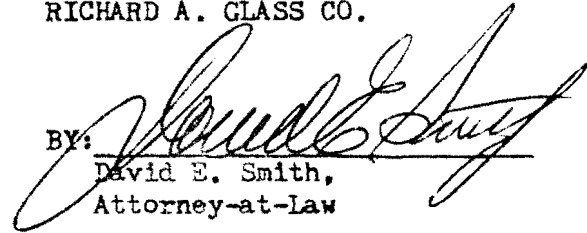
UNITED FARM WORKERS OF AMERICA,  
AFL-CIO

BY:

  
Eliseo Medina

RICHARD A. GLASS CO.

BY:

  
David E. Smith,  
Attorney-at-Law

NOTICE REGARDING RECALL

You are hereby notified that, pursuant to the Collective Bargaining Agreement between the Company and the United Farm Workers of America, AFL-CIO, Workers will be recalled next season in the following manner:

1. Two (2) weeks before work is scheduled to begin we will mail you a notice of recall giving the approximate beginning date.

To accomplish this, we request that you fill out the attached card giving your mailing address or the address where you expect to be at the time of recall. If you need help, please ask your foreman or Union Steward. They'll be glad to assist you.

2. The seniority ranking of the crews is as follows:

- 1.
- 2.
- 3.
- 4.
- 5.

3. Workers will be assigned to crews according to their seniority. The highest seniority workers will be assigned to the highest seniority crew. If you wish to work with a specific crew, please indicate by writing in that crew in the crew preference line. Requests will be granted on the basis of seniority.

You should know, however, that if the crew you choose has less seniority, you will not be recalled until that crew begins and you will also be laid off with that crew at the end of the season.

4. The exact starting date will be available at least forty-eight (48) hours before actual commencement of work and you can ascertain it in the following manner:

- A. The exact date will be posted at the Company bulletin boards. They are located at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.
- B. It will also be posted at the Union office.
- C. Call the Company office, phone number \_\_\_\_\_ or the Union office, phone number 398-6179.
- D. Listen to radio stations KVIM, Coachella or XED, Mexicali, for the information.

EXHIBIT A

RICHARD A. GLASS CO.

and

UNITED FARM WORKERS OF AMERICA, AFL-CIO

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_  
WORKER'S SOCIAL SECURITY NO. \_\_\_\_\_  
SENIORITY DATE: \_\_\_\_\_

NOTICE OF RECALL

In accordance with the provisions of Article 4 of the Agreement between the Company and the United Farm Workers of America, AFL-CIO you are hereby given official notice of recall for re-employment as of \_\_\_\_\_. You are assigned to the \_\_\_\_\_ crew. This work is anticipated to begin on \_\_\_\_\_ and the estimated duration is approximately \_\_\_\_\_ working days. Report to work at \_\_\_\_\_ at \_\_\_\_\_ a.m.

The starting date is subject to change and the exact date can be obtained as follows, forty-eight (48) hours in advance:

1. Call the Company office, phone no. \_\_\_\_\_
2. Call the Union office, phone no. 398-6179
3. A notice will be posted on the Company bulletin boards and in the Union office.
4. Listen to radio stations KVIN, Coachella and XED, Mexicali.

Remember to bring your social security card on the date you report for work. Failure to respond to this recall may result in loss of your first opportunity to work under Article 4, Section I.



DATE \_\_\_\_\_

United Farm Workers of America  
1639 Sixth St.  
Coachella, Ca. 92236

EXHIBIT B

In accordance with the agreement between \_\_\_\_\_  
and the United Farm Workers of America, we are notifying you of our need for  
\_\_\_\_\_ persons to report at \_\_\_\_\_ AM on \_\_\_\_\_ to perform  
the following work. The approximate duration of this job will be \_\_\_\_\_.  
The people should report to our supervisor \_\_\_\_\_.  
Location \_\_\_\_\_.  
The job will be paid at \$ \_\_\_\_\_ per \_\_\_\_\_.

- \_\_\_\_\_ Fork lift Operator
- \_\_\_\_\_ Picker
- \_\_\_\_\_ Variety \_\_\_\_\_
- \_\_\_\_\_ Grove Tender
- \_\_\_\_\_ General Labor
- \_\_\_\_\_ Pruner
- \_\_\_\_\_ Bus Driver

Sincerely,

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Union Representative

NEGOTIATIONS

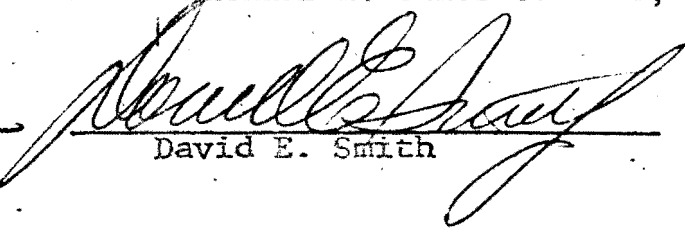
It is agreed between the Company and the Union that prior to the expiration date of this Collective Bargaining Agreement the parties shall commence negotiations on a new Collective Bargaining Agreement and/or an extension of the present Collective Bargaining Agreement no later than sixty (60) days prior to the expiration date thereof. The parties agree that said negotiations shall be conducted in good faith with the intent of arriving at a Collective Bargaining Agreement prior to the expiration date of the Collective Bargaining Agreement.

Executed this \_\_\_\_\_ day of December, 1977

FOR: UNITED FARM WORKERS  
OF AMERICA, AFL-CIO

FOR: RICHARD A. GLASS COMPANY, INC.

  
Eliseo Medina

  
David E. Smith

SUPPLEMENTAL AGREEMENT

BETWEEN

RICHARD A. GLASS CO.

AND

UNITED FARM WORKERS OF AMERICA, AFL-CIO

CITRUS PIECE RATES

A. The piece rate per bin for each grove or block of citrus harvested shall be the "base rate" as hereinafter provided, subject to the additional provisions of this Citrus Piece Rate Appendix "A".

B. All harvesting carried out on a piece rate basis for workers covered by this agreement shall commence in each block or grove at the "base rate". In the event a dispute arises between the Company and the Union as to the fairness of the "base rate" in any grove or block of citrus the dispute shall be resolved in the following manner:

1. A representative of the Company and the Union steward (or other representative that the Union may designate), shall meet immediately and attempt in good faith to resolve the dispute. If the dispute is resolved at the time the piece rate per bin as agreed upon shall be the piece rate for all citrus thereafter picked in the grove or block.
2. If the Company and Union representative cannot agree upon the piece rate the determination of the piece rate may be submitted to arbitration.

(a) If any piece rate dispute is referred to arbitration

the parties shall each submit one proposed piece rate to the arbitrator for consideration. The arbitrator shall have the authority to accept either the piece rate proposed by the Company or the piece rate proposed by the Union, but shall have no authority to modify either proposed piece rate nor to establish a piece rate independently.

(b) Should the arbitrator determine that the piece rate proposed by the Union is the proper piece rate, all bins picked by workers after the dispute arose shall be compensated at the rate established by the arbitrator.

3. In the event either the Company or the Union does not agree to submit the piece rate dispute to the arbitrator for determination of the applicable piece rate, the workers shall be free to refuse to work at the grove or block in question without violating the provision of Article 25A. The provision of Article 25A shall become operative immediately following a resolution of the dispute in question. The provisions of Article 25A shall, however, continue to apply to employees working at other locations.

C. The parties agree that it is desirable that a piece rate arbitrator be selected for the purpose of settling any disputes submitted to arbitration by either of the parties pursuant to this Collective Bargaining Agreement. The parties also agree that it is desirable that the arbitrator be a resident or maintain offices in the Coachella Valley in order to comply with the various

procedures required of an arbitrator under this Collective Bargaining Agreement. The parties therefore agree to make a good faith effort to select and agree upon a piece rate arbitrator after the execution of this Agreement. It is the intention of the parties that a piece rate arbitrator shall serve for a period of thirty (30) days unless the parties mutually agree to extend the period for an additional thirty (30) days. It is further agreed that every thirty (30) days, the parties shall meet for the purpose of selection of a new arbitrator. Expenses of the arbitrator shall be borne equally by the parties.

In the event that the parties are unable to agree upon a piece rate arbitrator, the parties shall request the State Mediation and Conciliation Service to mediate the dispute. The mediator, after a hearing of the issues, shall issue a written recommendation to the parties. The parties agree that they shall be bound by the recommendation of the mediator.

D. Company agrees to maintain daily records on each grove or block harvested by employees covered under this Collective Bargaining Agreement the following information:

1. Actual hours worked by each employee;
2. Total number of bins picked by each employee;
3. The variety of citrus being harvested and the method used, (i.e. bald or stem and leaf, etc.);
4. The total earnings of each employee.

E. The records maintained by Company under Section C of this article shall be subject to inspection and copying by the Union

at reasonable times and places upon request.

F. At the end of each work day and upon the completion of a block, the crew stewards and Union office shall be provided with a report on the total number of trees harvested, the total bins harvested by variety, rate paid, and total hours and/or minutes worked. In the event the crew is moved to a different block before the end of the work day or block completion, a separate report for each block where harvesting was performed shall be provided the crew steward and the Union office.

G. The fork lift operator shall be paid by the Company in accordance with Appendix A.

H. The Company and Union agree that a full bin will be defined as level full.

I. The parties agree that this piece rate procedure shall be in full force for one year beginning with the effective date of this Agreement. In the event the piece rate procedure is not accomplishing its intent, the parties may mutually agree to renegotiate the piece rate procedure before the end of the year.

The parties agree to meet at least thirty (30) days prior to the end of the first year of this Agreement to negotiate in good faith on whether to extend, modify, or establish a new piece rate procedure. In the event the parties are unable to agree, the dispute shall be submitted to the grievance procedure, including arbitration, beginning at the second step.

This piece rate procedure will be in full force and effect from December 19, 1977, to and including November 29, 1978.

Executed this 19th day of December, 1977.

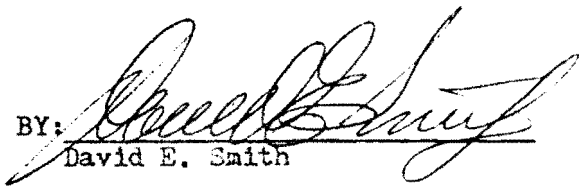
UNITED FARM WORKERS  
OF AMERICA, AFL-CIO

BY:

  
Eliseo Medina

RICHARD A. GLASS CO.

BY:

  
David E. Smith

SUPPLEMENTAL AGREEMENT

BETWEEN

R. A. GLASS

AND

UNITED FARM WORKERS OF AMERICA, AFL-CIO

It is hereby agreed by the parties that the following Article shall replace Article 38, Vacations, of the Collective Bargaining Agreement.

ARTICLE 38

VACATIONS

SECTION A: Beginning with the effective date of this Agreement, the Company shall grant vacations with pay to eligible workers as specified below.

1. Workers who worked 1300 hours in the prior calendar year shall be eligible for two weeks vacation.

Vacation pay shall be computed on the basis of the average number of hours worked per week at their regular rate of pay. Vacation pay shall be deemed earned and payable at the end of each calendar year. However, workers may choose to receive their vacation pay at any other time during the calendar year. In the event a worker's seniority is broken according to Section H, Article 4, prior to the end of the calendar year and he has fulfilled the hours worked requirement, then such worker's vacation pay is due and payable at the time he or she received his or her final paycheck.



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

SECTION C: If Company and worker both agree, a worker may waive his/her vacation time off, but shall receive their vacation pay in addition to their earnings for such period.

SECTION D: Company agrees to provide Union upon signing of this Agreement a list of those workers the Company expects will qualify for a paid vacation in 1978 pursuant to Section A of this Article, and for whom the Company will not be making contributions to the Nagi Daifallah Farm Workers Pooled Vacation Plan. The Company will provide the Board of Trustees of the Nagi Daifallah Farm Workers Pooled Vacation Plan with an update on or about January 15 of each succeeding year thereafter. Such list will include the worker's name, social security number, current home address and job classification. In the event such workers should fail to qualify for vacation pay pursuant to Section A, the Company shall pay to such workers, in a lump sum, five (5) cents per hour for every hour worked during that year.

SECTION E: In the event a worker, for whom the Company has been making payments to the Nagi Daifallah Farm Workers Pooled Vacation Plan qualifies for a regular vacation pursuant to Section A of this Article, the Company shall be entitled to deduct from such worker's vacation check the amount contributed to the Nagi Daifallah Farm Workers Pooled Vacation Fund on

the worker's behalf. Company shall advise the worker of the reasons for such deduction and of how to apply to the Nagi Daifallah Farm Workers Pooled Vacation Plan for the remainder of his/her vacation benefits.

SECTION F: In the event the Company was covered by a previous collective bargaining agreement in 1976, the Company shall maintain that vacation benefit schedule for calendar 1977. If the Company was not covered by a collective bargaining agreement, maintenance of standards shall apply for Calendar 1977.

SECTION G: The Company shall, effective at the signing of this Agreement, contribute to the Nagi Daifallah Farm Workers Pooled Vacation Plan five (5) cents for each hour worked by workers who do not qualify for a regular vacation pay from the Company, pursuant to Section A of this Article.

SECTION H: All contributions due herein shall be computed weekly for every worker covered by this vacation plan. In conjunction therewith, a weekly summary report will be submitted on the date workers are paid covering the weekly payroll for which contributions are due. The weekly summary report shall include the worker's name, social security number, total hours worked by the workers, total number of workers and amount of contributions.

SECTION I: The monies and summary report shall be remitted to the Nagi Daifallah Farm Workers Pooled Vacation Plan, Post Office Box 39164, San Francisco, California 94139.

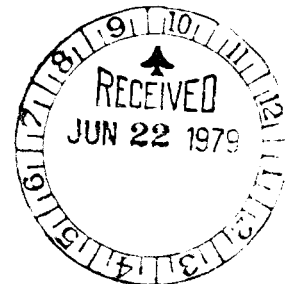
Executed this 7 day of March 1978.

United Farm Workers of America,  
AFL-CIO

By: [Signature]

By: [Signature]

UNITED FARM WORKERS OF AMERICA  
and  
RICHARD A. GLASS CO.



ARBITRATION

The arbitration involves piece rates under the collective bargaining agreement between Richard A. Glass Company and the United Farm Workers of America AFL-CIO.

At issue are the piece rates for Minneola, Orlando and Grapefruit.

Current and proposed rates are as follows:

	Current	UFW	R.A. Glass
Minneola	\$9.60	\$10.50	\$10.25
Orlando	\$8.50	\$ 9.50	\$ 9.00*
Grapefruit			
Ring pick	\$5.00	\$ 5.50	\$ 5.00
Strip	\$4.50	\$ 5.00	\$ 4.50

\* June 5th letter from David E. Smith

Even though rates are generally negotiated above the base rates, the base rates are not a moot issue. It is from the base rates established for a model situation that individual field rates are negotiated.

The arbitrator must take into account the current economic situation and labor increases throughout our economy.

As to Minneola, R.A. Glass Company proposes an increase of 6.77% and the U.F.W. proposed an increase of 9.37%. It is the decision of the arbitrator that the contract rate for Minneola shall be \$10.25 as proposed by R.A. Glass Company.



The R. A. Glass Company proposes an increase of 5.88% for Orlando while the Union proposes an increase of 11.76%. It is the decision of the arbitrator ;that the contract rate for Orlando shall be the \$9.00 rate proposed by R.A. Glass Company.

The U.F.W. proposes a 10% increase in the rate for grapefruit ring pick and a 11.11% increase for grapefruit strip. The R.A. Glass Company proposes no increase. It is the decision of the arbitrator that the grapefruit rates shall be as proposed by the U.F.W. of \$5.50 ring pick and \$5.00 strip.

William H. Pivar, Arbitrator

June 18, 1979