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1992

COLLECTIVE BARGAINING AGREEMENT

Between

TVK & TS, INC. dba GOLDEN COAST/VANKO NURSERIES

And

UNITED FARM WORKERS OF AMERICA, AFL-CIO

Effective

April 1, 1991 to March 31, 1992

— EXHIBIT "D" —

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COLLECTIVE BARGAINING AGREEMENT

Between

TVK & TS, INC. dba GOLDEN COAST/VANKO NURSERIES

And

UNITED FARM WORKERS OF AMERICA, AFL-CIO

This collective bargaining agreement is between TVK & TS, INC. dba GOLDEN COAST/VANKO NURSERIES, (hereinafter called "the Company") and the UNITED FARM WORKERS OF AMERICA, AFL-CIO, (hereinafter called "the Union"). The parties agree as follows:

ARTICLE 1: RECOGNITION

A. The Company does hereby recognize the Union as the exclusive representative for all the Company's agricultural employees (hereinafter called "workers" or "employees") in the bargaining unit set forth in the Agricultural Labor Relations Board's certification in Case Number 89-RC-3-EC(OX).

B. The term "worker" (or "employee") shall not include office and sales employees, security guards, management trainees, professional employees, members of the immediate families with ownership interests in the Company, commercial packingshed workers, and supervisory employees who have the authority to hire, transfer, suspend, layoff, recall, promote, discharge, assign reward or discipline other workers or the responsibility to direct them or adjust their grievances or effectively recommend such action, if, in connection with the foregoing, the

exercise of such authority is not of a merely routine or clerical nature but requires the use of independent judgment.

ARTICLE 2: UNION SECURITY

A. Union membership shall be a condition of employment. Each worker shall be required to become a member of the Union immediately following five (5) continual days after the beginning of employment, or after five (5) days from the date of the signing of this Agreement, whichever is later; and to remain a member of the Union in good standing. "Good standing" shall be defined in accordance with applicable NLRA precedents. Any worker who fails to become a member of the Union within the time limit set forth herein, or who fails to pay the required initiation fee, periodic dues, or regularly authorized assessments as prescribed by the Union, shall be immediately discharged upon written notice from the Union to the Company, and shall not be reemployed until written notice from the Union to the Company of the worker's good-standing status.

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

C. The Company agrees to deduct from each worker's pay initiation fees, all periodic fees, and assessments as required by the Union, upon presentation by the Union of individual authorizations signed by workers, directing the Company to make such deductions. The Company shall make such deductions from

workers' 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 authorizations so long as such authorization is in effect, and shall remit monies following the close of each pay period. The Company shall provide a monthly summary report as soon as possible, but not later than the twentieth (20th) day of the month following the ending date of the previous month's pay period containing the names of the workers, social security numbers, payroll periods covered, gross wages, total hours worked per worker, total number of workers and amount of Union dues deducted during such pay periods from each worker. The Union will furnish the forms to be used for authorization and will notify the Company in writing of dues, assessments, and initiation fees within five (5) days of the execution of this Agreement and five (5) days before the effective date of any change.

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

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

ARTICLE 3: HIRING

A. The Company shall retain the inherent right to hire the most qualified applicants for employment. Applicants may obtain employment application from the Company's office. The Union shall have the right, upon request, to review the Company's records for applications received and persons hired during regular business hours.

B. The Company shall follow a centralized hiring procedure, designate a person or persons with the exclusive right to hire new or additional employees and hire out of its main office. The Company will notify the Union of the name, address and telephone number of the person or persons in charge of taking applications and hiring new or additional employees.

C. When an applicant completes and submits an application, the Company shall enter in writing on the application the date and time it was submitted. The Company shall inform the applicant that he may have a copy of his application and, where the applicant requests a copy, the Company shall give one to the applicant. However, nothing in this Section shall require the Company to hire employees on the basis of the order in which they submit applications or to restrict in any other way the Company's ability to hire the most qualified person for the work available.

D. At the time of hiring, the Company will comply with the provisions of Article 3, Union Security, and will supply the Union with copies of signed membership applications and dues checkoff authorization cards within ten (10) days after expiration of the fifth day of continuous employment.



E. The first twenty-one (21) workdays shall be a work evaluation period during which a new employee may be terminated for any reason without recourse to the grievance procedure.

ARTICLE 4: SENIORITY

A. After an employee has worked for the Company at least twenty-one (21) work days within the preceding sixty (60) calendar days, he/she shall acquire seniority with the Company retroactive to his date of hire. Temporary employees engaged by the Company to accomplish and perform work of an emergency nature or of limited duration are not subject to this Article, unless such employees are employed for twenty-one (21) work days in the preceding sixty (60) calendar days in which case they shall acquire seniority retroactively to their date of hire. Seniority is defined as the employee's continuous length of service with the Company, dating from his last date of hire. Layoffs are not a break in seniority. There shall be no layoffs for the purpose of circumventing acquisition of seniority. Seniority shall be utilized for the purposes specified in this Article.

B. Seniority shall mean the length of an employee's continuous service with the Company and shall be broken if an employee:

1. Quits;
2. Is discharged for just cause;
3. Is absent from work for three (3) consecutive working days without properly notifying the Company;

4. Fails to report to work at the termination of a leave of absence or vacation without approved extension in writing by the Company;

5. Is laid off and fails to report to work within three (3) working days after having been recalled;

6. Accepts other employment while on leave of absence;

7. Retires; and

8. Layoff of more than twelve (12) months.

C. Any employee who loses his/her seniority as provided in Section B. shall be considered for employment as a new hire and shall establish a new seniority date pursuant to Section A, unless the employee has been terminated for cause. If an employee is promoted to a job outside the bargaining unit and later is returned to the bargaining unit, he shall not lose his seniority, provided he is returned to the bargaining unit within three (3) months. If he is returned to the bargaining unit after three (3) months, he shall establish a new seniority date.

D. Each three (3) months beginning with the date of the execution of this Agreement, the Company shall provide the Union with current seniority lists showing the name of each employee, his/her date of hire, his/her social security number and job classification.

The Union shall review the accuracy of the seniority lists and within ten (10) days shall present to the Company any errors it may find on such lists. Grievances filed within the ten (10) day period shall be subject to the Expedited Grievance

and Arbitration Procedure. Thereafter, the Company shall be entitled to rely upon the accuracy of the lists.

E. The Company will provide the Union on a monthly basis a list of employees, including their social security number, date of hire, job description, department and who under Section B, lost seniority during the prior month.

F. For purposes of layoff and recall, departmental seniority shall govern provided the remaining employees have the ability and skill necessary to perform the work under normal supervision with reasonable efficiency. Departmental seniority is defined as the length of service in a job classification, starting from the date of entry into that department. An employee may hold departmental seniority in only one department at a time. In the event of a permanent promotion or transfer the employee shall establish a new departmental seniority date.

G. Layoffs shall be in order of seniority within the affected department, with the worker with the lowest departmental seniority laid off first. Workers shall be recalled to their job classification in order of departmental seniority. There shall be no bumping between departments.

H. The Company shall notify the Union within five (5) workdays of seniority workers laid off or recalled by giving each worker's name, social security number, seniority date, job description, department and a date of recall or layoff. Grievances relating to this paragraph shall be subject to the Expedited Grievance and Arbitration procedure.

I. The Company, when anticipating the recall of seniority workers, shall notify the worker and the Union in writing or by telephone not less than one (1) week prior to the estimated starting date of the work, and such notice shall include worker's name, social security number, seniority date, job description, department and the approximate duration of the work. The Company shall then notify the workers by any or all of the following means in Section J.

The Company shall obtain from each employee a mailing address, where the Company can send the notices. It shall be the responsibility of each employee to notify the Company of any address change.

All notices of recall shall be in writing as per attached form in Appendix C of this Agreement and may be mutually agreed upon postcard form. All notices shall be mailed first class. The Company will mail to the Union a list of the employees to whom such notices have been transmitted, together with the reporting date for each employee and the address to which the notice was sent. When recall notices sent to workers are returned to the Company with postal service notification of nondelivery, the Union shall be notified of the worker's name and address from which the notice was returned, and the Company shall make available to the Union, on request, on such return notice. All such notice of recall shall make reference to Article 4 of the contract between TVK & TS, Inc. dba Golden Coast/Vanko Nurseries and United Farm Workers of America, AFL-CIO.

J. The Company shall notify employees of the starting date by any or all of the following means: posting on the Company bulletin boards, posting at the Union office, radio announcements, telephone calls, or 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.

K. Employees intending to return to work shall so advise the Company at least two (2) workdays prior to the specified starting date. Employees who fail to notify the Company of their intention to return will not be entitled to displace employees subsequently recalled, but so long as their seniority is not broken will be eligible for future recall.

L. The Company may periodically conduct training programs for skilled jobs. Such training programs will be posted on bulletin boards and workers desiring to qualify for promotion to the type of job posted may sign up for the training. Selection of applicants for training will be on a seniority basis. When a job vacancy occurs in any of these skilled jobs, the highest seniority worker who has completed the appropriate training program will be assigned to the job.

M. Whenever a vacancy occurs in a job classification with a higher rate than general labor and is not filled under Section L, such vacancy shall be posted on the Company's bulletin boards. A copy of such posting shall be provided to the Union. The posting shall be at least five (5) days before the vacancy is permanently filled. Workers with seniority desiring

consideration for the higher rate job will so indicate by signing the posting. The senior worker, provided he or she has the qualifications to perform the work under normal supervision with reasonable efficiency, shall be selected for the vacancy and he or she shall be given a fair opportunity to qualify. If such worker cannot satisfactorily perform the job he or she shall return to his or her job and rate. If no employee with the proper qualifications applies, the Company may hire new employees in its discretion.

N. It is understood that seniority may not be applied in temporary situations such as the time period before filling a permanent vacancy or filling in for absent employees. In those instances, the worker filling a temporary vacancy shall return to his former classification and rate.

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

#### ARTICLE 5: GRIEVANCE AND ARBITRATION PROCEDURE

A. The parties to this Agreement agree that all disputes which arise between the Company and the Union out of the interpretation or application of this Agreement shall be subject to the Grievance and Arbitration Procedure. The parties further agree the Grievance Procedure of this Agreement shall be the exclusive remedy with respect to any disputes arising under this Agreement, and no other remedies shall be utilized by any person with respect to any dispute involving this Agreement until the

Grievance Procedure has been exhausted. Any grievances which occur prior to execution of this Agreement or subsequent to its termination shall not be subject to arbitration, unless by consent of the Company.

B. Grievances shall be processed in the following manner:

Step 1. Any grievance shall be immediately taken up between the supervisor involved and the Union Steward. They shall use their best efforts to resolve the grievance in one workday.

Step 2. If the grievance is not resolved in Step 1, the grieving party shall file the grievance in writing with the other party. The written statement of the grievance shall include a brief explanation of the nature of the grievance as it can be ascertained at the time, and the remedy requested. The Company and the Union shall meet within ten (10) days after presentation of the written grievance. If no settlement is reached, the Company shall give its written answer including its reasons for denial within five (5) work days following the meeting. A Union representative may fully participate in the Step 2 meeting.

Step 3. If the grievance is not settled in Step 2, the party filing the grievance may appeal it to arbitration by giving written notice of its desire to arbitrate to the other party as soon as possible after receiving its Step 2 answer, but in no event later than thirty (30) days after receiving such answer. The arbitrator shall not have the authority or jurisdiction to modify, detract from or alter

any provisions of this Agreement. Within these limitations, the arbitrator's authority shall include: (1) awarding back pay to employees for any loss of earnings from the Company; (2) awarding damages to the Company in appropriate circumstances; and (3) ordering compliance by all parties with the provisions of this Agreement. Where past practice is relevant in determining the meaning of a particular provision, the arbitrator shall consider only the past practice of the Company and shall not consider the practice of any other company. The decision of the arbitrator shall be final and binding on the Company, the Union, and the employee or employees involved. The expenses of the arbitrator, including his fee, shall be shared equally by the Company and the Union. Each party shall pay the cost of presenting its own case. If the parties have selected a permanent arbitrator, he may hear consecutive cases. Further, the parties may agree to have an ad hoc arbitrator hear more than one case. In addition, on any grievance the parties may agree to waive the filing of briefs and/or to permit a bench decision. The arbitrator shall be entitled to make a field inspection.

C. Grievances on discharges must be filed at Step 2 within seven (7) days following the discharge. All other grievances must be filed at Step 2 within thirty (30) days from the date of the occurrence of the alleged violation or the discovery of the facts giving rise to the grievance. Grievances not filed within these time periods shall be deemed waived. If the Company fails to answer the grievance within the time limits provided for a



particular step, the Union may appeal the grievance to the next step within the time limits provided for appeal from that step.

D. Grievances initiated by the Company shall be filed in writing at Step 2 of the Grievance Procedure with the Union's Grievance Committee within thirty (30) days from the date of the occurrence of the alleged violation. Grievances not filed within the time limit are deemed waived. The Union shall give its written answer within five (5) workdays after the Step 2 meeting and if denied, the Company may appeal to arbitration under the provision of Step 3.

E. In those instances where the grievance remains unresolved following the Step 2 answer the parties may agree to seek the services of the California State Conciliation Service to mediate the dispute. The Conciliator and the parties shall use their best efforts to resolve the dispute as an alternative to arbitration. Where this method is used, the time period for appealing to arbitration under Step 3 shall be extended to forty-five (45) days from receipt of the Step 2 answer.

F. Grievances shall be processed outside of working hours. The Company agrees to cooperate to make Union Stewards available to a worker or group of workers wishing to submit a grievance, and to make the Grievance Committee available whenever their presence is required to perform their functions under this Agreement.

Aggrieved workers shall have the right to be present at each step of the grievance.

Time lost by the grievants, the Stewards, and Grievance Committee from their jobs in the processing of grievances shall not be paid by the Company.

In the event the Company requests a grievance meeting during regular working hours, the time lost by the grievant(s) and the Steward(s) shall be without any loss of pay. In such cases the Company will cooperate in making employees available.

G. Where the presence of a particular supervisor, employee, or Union representative is necessary for the settlement of a grievance, the Company and the Union shall attempt to make such persons available at the appropriate step of the Grievance Procedure.

H. Upon giving notice, the parties shall make a good faith effort to select an arbitrator. In the event they cannot agree, not later than fifteen (15) days after the need for an arbitrator arises, they shall request a list of eleven arbitrators from either the American Arbitration Association or the Federal Mediation and Conciliation Service. After receipt of the list, the parties shall meet to select an arbitrator for each grievance. If the parties cannot agree upon the selection of an arbitrator, then they shall turn to the list of arbitrators received under procedures of this Section. The party to strike first shall be selected by a coin toss. That party shall strike the first name from the list. The name remaining after each party has struck five shall be the person designated as arbitrator for the particular grievance.

I. 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.

J. Grievances specified elsewhere in this Agreement as subject to the expedited Grievance and Arbitration Procedure may, at the request of the party filing the grievance, and with written notice to the other party, be expedited to arbitration as follows:

After such a grievance has been reduced to writing, the grieving party may request and there shall be a Second Step meeting within two (2) workdays and the responding party will immediately provide its answer in writing, if denied, setting forth the reasons for denial. The grieving party may then request, with written notice to the responding party, that the grievance be referred to the arbitrator within three (3) workdays from the written responsive answer. If such a grievance is presented to the arbitrator, it is agreed that it will take precedence, as to investigation, hearing date, and issuance of decision over any other case.

K. In the event of any violation of Article 6, No-Strike - No-Lockouts, the parties agree to make an immediate joint effort to end the violation. The party aggrieved by the violation may immediately refer the matter to the arbitrator and the arbitrator shall immediately issue an order orally, and in writing, directing the other party to cease and desist from the violation.

ARTICLE 6: NO STRIKE -- NO LOCKOUT

A. There shall be no strikes, sympathy strikes, picketing, slowdowns or other interruptions of work during the term of this Agreement, nor shall the Union boycott any of the Company's products.

B. There shall be no lockouts by the Company during the term of this Agreement.

C. If any of said events occur, the officers and representatives of the Union and/or the Company, as the case may be, shall do everything within their power to end or avert such activity.

ARTICLE 7: RIGHT OF ACCESS TO COMPANY PROPERTY

A. Duly authorized and designated representative of the Union (1 per every 15 bargaining unit employees) shall have right of access to Company premises in connection with conduct of normal Union affairs in administration of this Agreement. In the exercise of the foregoing, there shall be no unnecessary interference with the productive activities of the workers.

B. Before a Union representative contacts any of the workers during working hours, he shall notify the Company that he will be 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 upon request by the Company supervisor.

ARTICLE 8: DISCIPLINE AND DISCHARGE

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

B. Prior to any discharge or suspension, the Company shall notify the Steward or other Union official and such Union representative shall have the right to be present when formal charges are made, if he or she so desires, and the right to interview the worker in private for a reasonable period of time. Provided, however, if no Steward or Union representative is available within thirty (30) minutes or fails to show up within thirty (30) minutes of being notified, the Company may take action and must give written notice of the action taken as provided in Section C below.

C. Written notice of the reasons for a discharge or suspension shall be given to the worker involved and the Union within two (2) workdays after such action. A letter which is postmarked within two (2) calendar days or received by the Union within two (2) workdays shall be considered to be in compliance with this notice requirement. The time limit for filing grievances relating to discharges under Article 5, Grievance and Arbitration Procedure, shall begin to run upon the Union's receipt of this written notice.

D. Warning notices shall be valid if issued within forty-eight (48) hours after the occurrence of the alleged offense

giving rise to the warning notice and shall be valid for a period of twelve (12) months following the issuance thereof.

ARTICLE 9: NONDISCRIMINATION

In accordance with the policies of the Company and the Union, it is agreed that there shall be no discrimination against any worker because of race, age, creed, color, religion, sex, political belief, national origin, union activities or lack thereof. In addition, there shall be no discrimination based on language spoken provided that the employee can communicate sufficiently to carry out the requirements of his job.

ARTICLE 10: LEAVES OF ABSENCE

A. A leave of absence shall be granted to seniority workers upon 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;

2. (a) Up to one (1) year for illness or injury of worker requiring absence from job. The Company may require substantiation by medical certificate or other adequate proof of illness.

(b) Maternity Leaves. A maternity leave of absence shall be granted to workers for a period of up to twelve (12) months in order that seniority may be maintained during the period of pregnancy and delivery. The worker shall request such a leave in writing. Such request shall indicate the date requested for the leave to commence and

the date requested for return and shall be accompanied by a physician's statement which establishes the anticipated date of delivery. If there is a job that the pregnant worker can more easily perform, the Company shall transfer the worker to that job, but no reassignment will be made if it will cause the layoff of another worker, and other workers shall not be required to change their current job assignments without their consent.

(c) The Company may ask for a statement from the worker's doctor that he or she is able to resume working after a medical or pregnancy leave. If the Company has a concrete, identifiable basis for believing that the worker is not able to continue or resume working, upon consulting with the worker and, if the worker so permits, the Company may ask that the worker be examined by the Company's doctor, at the Company's expense. Such examination and recommendation shall not cause the worker loss of his or her seniority by reason of submitting to such an examination.

3. For valid personal reasons, not to exceed thirty (30) days provided the worker has at least 3 months seniority and has given at least 5 days notice before taking such leave. This shall not however, limit in any way leaves for personal emergency.

4. Union Leaves

(a) Any worker elected or appointed to any office or position in the Union shall be granted a leave of absence without pay up to one (1) year upon written request by the

Union with at least thirty (30) calendar days' notice prior to commencement of the leave. Such leave may only be granted to one (1) worker in any calendar year.

(b) A temporary leave of absence without pay not to exceed three (3) days shall be granted to no more than two (2) workers in any six (6) month period. Such leaves shall be granted upon at least seven (7) calendar days' notice in writing from the Union prior to the commencement of such leave.

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. Leaves of absence shall be extended by the Company for a valid personal reason not to exceed thirty (30) days, if a request for such 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 for valid personal reasons if the worker has special circumstances which require additional time. The parties recognize that due to the seasonal nature of the Company's operations, it is not always possible to grant leaves of absence for valid personal reasons during the peak operating season in the type of work involved. Accordingly, where more workers want



a leave of absence for valid personal reasons than can reasonably be spared, such leaves will be scheduled as follows: Leaves of absence shall be allocated on the basis of seniority, with the worker with the highest seniority having first preference for a leave of absence period, provided that where a leave of absence for valid personal reasons has been granted two (2) or more months in advance to a junior employee, he shall not be required to forego his leave in favor of a senior worker except as stated in the following sentence. However, where a worker requests an emergency leave, the Union and the Company may agree to his or her leave in preference over another worker who would otherwise have preference according to the provision of this Section.

B. Leaves of absence under this Article shall be without pay, except as specifically set forth elsewhere in this Agreement. Seniority shall accumulate during an authorized leave of absence, and, upon returning, the worker shall be reinstated without loss of seniority to his/her classification at the current scale of wages. Failure to report to work at the end of an approved leave of absence, or accepting employment with another employer during a leave, shall terminate seniority in accordance with Article 4, Seniority.

C. Notification of Disability - All employees who plan to take a leave of absence on account of a medical illness or disability shall provide the Company, where possible, at least 30

days notice of the date when leave will commence and the estimated duration of the leave.

D. Employees on an approved illness or disability leave of absence, including pregnancy or non job-related illness or disability, shall periodically update the Company at least once per month concerning their health status, anticipated date of return to work and continued intent to return to work.

E. All employees shall notify the Company when their physical and/or mental condition is such that it may reasonably affect the type of work he/she can safely perform without endangering themselves or fellow workers.

#### ARTICLE 11: MAINTENANCE OF STANDARDS

The Company agrees that all conditions of employment for workers relating to wages, hours of work and general working conditions shall be maintained at no less than the highest standards in effect as of the date of this Agreement, except as they are changed or eliminated by this Agreement, Supplemental Agreement(s) or Letter(s) of Understanding.

It is understood and agreed by the parties that the Company may, for legitimate business reasons, change or eliminate a local working condition only if, as the result of such action taken by the Company, the basis for the existence of the local working condition is changed or eliminated, thereby making it unnecessary to continue such local working condition. Any worker so affected by such a change or elimination shall have recourse to the

Grievance and Arbitration Procedure, if necessary, to have the Company justify its action.

ARTICLE 12: SUPERVISORS

Supervisors and other employees not included in the bargaining unit shall not perform any work covered by this Agreement, except for training, experimentation, emergencies, assistance in pesticide application as per past practice. This paragraph shall not be used as a basis for the purpose of avoiding the recall of bargaining unit workers from work that they would normally perform, or unless otherwise provided by the Supplemental Agreement.

ARTICLE 13: HEALTH AND SAFETY

The Company and the Union recognize the need to protect and conserve human life, water, soil and vegetation. The Company and the Union are concerned with the health and safety of the workers and the working conditions provided for them. Agricultural chemicals, when used incorrectly, may be harmful to employees and, accordingly, the Company and the Union agree as follows:

A. The Company expressly agrees to strictly abide by and strictly comply with all applicable federal and state laws, rules and regulations pertaining to the storage and use of herbicides, pesticides and fungicides and reentry restrictions into fields after application of such substances. Banned chemicals shall not be used.

B. The following information concerning the use of agricultural chemicals shall be kept and made available to the Union or any authorized Union representative:

1. The size and location of fields treated or to be treated and showing the flowers grown.

2. Pesticides and agricultural chemicals used, including brand names plus active ingredients or chemical name and registration number on the label.

3. Dates and times applied or to be applied.

4. Amount of each application and its concentration per acre.

5. Method of application.

6. Person who applied the chemical.

7. Permissible field reentry date and date of harvest.

C. In addition to the information set forth in Section C above, the Company will make available to the Union information concerning the regular application of organophosphate materials. When the Company applies organophosphates, any workers involved in their application will be given, at Company expense, one baseline cholinesterase test and any other additional tests as may be required by law and, if requested by Union and authorized by the worker(s) involved, the results of such tests shall be made available to an authorized Union representative. The past practice of regular cholinesterase tests on workers who regularly apply such chemicals, where it is more frequent than legally required, shall continue.

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

E. No worker under this Agreement will be required to work in any work situation which would imminently endanger his health or safety.

F. There shall be adequate toilet facilities, including handwashing facilities, separate for men and women, readily accessible to workers, that will be maintained by the Company in a clean and sanitary manner. These may be portable facilities and shall be maintained at ratios in accordance with applicable laws, rules and regulations.

G. 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 also be provided.

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

I. Any violation of this Article shall be subject to the expedited Grievance and Arbitration Procedure set forth in Article 5 of this Agreement.

ARTICLE 14: MANAGEMENT RIGHTS

A. All the functions, rights, powers and authority which the Company has not specifically modified by this Agreement are recognized by the Union as being retained by the Company, including, but not limited to, the exclusive right to direct the work force, the means and accomplishment of any work, the determination of size of crews or the number of employees and their classifications in any operation, the right to decide the nature of equipment, machinery, method, or process and to change or discontinue existing equipment, machinery, methods, or process, the right to determine the type, amount and extent of crops and acreage to be planted, harvested or sold, the right to determine if overtime shall be worked, and the right to make all decisions which are necessary to the efficient and/or economical operation of its business.

It is agreed that these enumerations of management rights and functions shall not be deemed to exclude other proper rights or functions not specifically listed herein.

B. The Company shall have the right to establish and post work rules and safety rules applicable to all workers.

C. The Union shall have the right to appeal to the grievance procedure if the exercise of any of the management rights provided for in Section A, above, or the establishment of work rules or safety rules provided for in Section B, above, violates or conflicts with any other provision of this Agreement.

ARTICLE 15: NEW OR CHANGED JOB OPERATIONS

In the event a new or materially changed operation or new or materially changed classification is installed by the Company, the Company shall have the right to temporarily set the wage scale and/or working conditions in relation to the classification and rate of pay in Appendix "A" and shall notify the Union at least one (1) week before such action whether or not the Union has agreed to the proposed rate. The Company may put it into effect after such notice. Within fifteen (15) days thereafter the parties shall meet to negotiate a wage scale and working conditions. In the event such wage scale cannot be agreed upon mutually by the parties, the same shall be submitted to the Grievance and Arbitration Procedure for determination beginning at the second step. Any wages agreed upon shall be effective retroactive to the date of the installation of such new or materially changed operation or new or materially changed classification.

ARTICLE 16: WAGES, HOURS OF WORK AND OVERTIME

A. Overtime: The following overtime provisions apply to all workers, except irrigators, if any:

Daily Overtime

All hours worked in excess of ten (10) hours in any one workday shall be paid at the premium rate of time and one half the regular straight hourly time rate or average piece rate earned that day. All hours worked on the seventh consecutive workday in the same workweek shall be compensated at time and

one-half the employee's regular hourly rate of pay or average piece-rate earnings for the workweek and double time for all hours worked in excess of eight (8) hours.

B. Meal times breaks shall be one half (1/2) hour and are not compensated for nor counted as hours worked under the provisions of this Agreement.

C. When a worker performs in a higher rated job he shall be paid at a higher rate for all time so worked, but shall in any event not be paid such higher rate for less than one (1) hour in such day.

D. When a worker is working as a trainee for qualification for a higher rated job, he shall be paid for such training period at his regular rate of pay for a time period not to exceed twenty-one (21) continuous calendar days.

E. Wage rates for specified job classifications are set forth in Appendix "A" attached hereto.

#### ARTICLE 17: REPORTING AND STANDBY TIME

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

If workers commence work and they are furnished less than four (4) hours of work, hourly paid workers shall be paid at least four (4) hours that day at their hourly rate of pay, and piece rate workers shall be paid the piece rate earned during the



time worked and general field harvesting hourly rate for the remaining time up to four (4) hours that day.

This Section shall not apply where work covered by this Agreement is delayed or cannot be carried out because of rain, frost, government condemnation of crops, or other causes beyond the control of the Company in accordance with IWC Wage Order 14-80.

B. A worker shall be paid for all time he is required to remain on the job at the general hourly rate. This shall not apply to piece rate workers after they commence work.

C. Any call may be rescinded by notification to employees at least six (6) hours prior to the time scheduled for reporting to work.

#### ARTICLE 18: REST PERIODS

Workers shall have paid rest periods of fifteen (15) minutes each, which, insofar as practical, shall be in the middle of each four (4) hour work period or major fraction thereof.

#### ARTICLE 19: VACATIONS

A. The Company provides paid vacation benefits for all seniority employees. Probationary, part-time and temporary employees are not eligible for vacation benefits until such time that they have attained seniority pursuant to Article 4.

B. Each seniority employee shall receive one (1) week vacation with pay upon the completion of one (1) year of service with the Company. Upon completion of two (2) years of continuous

employment, a seniority employee shall receive a two (2) week vacation with pay. Upon completion of ten (10) years of continuous employment, a seniority employee shall receive a three (3) week vacation with pay.

C. Vacation pay shall be computed by multiplying the employee's straight-time hourly rate or average hourly piece-rate earning to date of pay by fifty (50) hours, one hundred (100) hours, i.e., fifty (50) hours for one (1) week of vacation, one hundred (100) hours for two (2) weeks and one hundred-fifty (150) hours for three (3) weeks.

D. An employee's period of service is determined by his/her first date of employment in the Company and will be presumed continuous unless interrupted by resignation or termination.

E. In case of reemployment after an interruption of service, such employee's service will begin as of the date of last reemployment.

F. Vacations will, so far as practical, be granted at times most desired by employees. However, the final right to allotment of vacation periods, as well as the number of employees, is exclusively reserved to the Company in order to insure the orderly operation of the Company.

G. Vacation pay may not be accumulated from one year to another. Employees who voluntarily resign or who are terminated will not be eligible for pro-rated vacation pay unless he/she has completed the eligibility requirements of this Article.

ARTICLE 20: BEREAVEMENT PAY

A seniority employee who misses his scheduled work in order to attend the funeral of a member of his immediate family (father, mother, child, brother, sister, husband or wife, mother-in-law, or father-in-law) shall be paid what he would have earned if he had been working for the Company, not to exceed three (3) days. Before making such payments, the Company may require the employee to present a death certificate or other evidence of death.

ARTICLE 21: HOLIDAYS

A. Commencing with the effective date of this Agreement, the following shall be paid holidays:

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

Holiday pay shall be eight (8) hours of pay at the seniority employee's regular straight-time hourly rate of pay or average daily earnings for piece rate employees based on the preceding payroll week.

Employees required to work on a holiday shall be paid one and one half (1 1/2) times their regular straight-time rate of pay in addition to holiday pay.

When a holiday falls on Saturday, the following Sunday or Monday shall be observed as the holiday. When a holiday falls on a Monday it shall be observed on that day or the preceding Sunday.

B. To be eligible for holiday pay as provided in Section A, an employee must have attained seniority and worked at least five (5) days during the two payroll weeks immediately preceding the payroll week in which the holiday falls and must work the last scheduled workday preceding the holiday and the first scheduled workday after the holiday, except that if the next scheduled workday after the holiday is more than five (5) calendar days after the holiday, this requirement for work on the scheduled workday after the holiday shall not apply. Probationary, part-time or temporary employees are specifically excluded under this Article until such time that they have attained seniority pursuant to Article 4.

ARTICLE 22: JURY DUTY AND WITNESS PAY

A seniority employee summoned to appear to serve on a jury or as a witness in a judicial or administrative hearing not involving the Company shall be eligible for pay if he misses work as a result of such service.

The Company shall pay the employee an amount equal to the difference between the amount of pay he would have received from the Company for all of his scheduled work hours and the amount he received for complying with the summons. To receive pay under this provision, the employee must provide the Company with the summons for his appearance and documentary evidence of the amount of fees received for performing such service.

ARTICLE 23: RECORDS AND PAY PERIODS

A. The 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's piece rate production records and year to date hours. The Union shall have the right upon reasonable notice, to examine time sheets, discipline records work production or other records that pertain to the worker's working conditions, hours or wages.

ARTICLE 24: INCOME TAX WITHHOLDING

The Company shall deduct Federal and State income tax in accordance with standard practices with scheduled deductions for workers agreeing in writing to such withholding.

ARTICLE 25: LIFE, HEALTH AND WELFARE INSURANCE

A. The Company shall provide a life, health and welfare benefit plan for each eligible employee covered by this Agreement. The Company will pay the entire contribution for each month in which the employee qualifies for coverage.

B. The Company shall provide medical benefits which are equal to or better than the Plan 25-C provided through the United Agricultural Employee Welfare Benefit Trust.

An employee shall be deemed to have completed all qualifications for coverage when he/she has maintained his/her seniority

with the Company for at least twelve (12) months, he/she has worked a minimum of one hundred sixty (160) hours in the month prior to eligibility and is employed during the first week of the month in which he/she is to receive benefits.

C. Each new employee shall be subject to a twelve (12) month pre-existing condition limitation for twelve (12) months from the date of the employee's effective date of participation. Such limitation also applies to the employee's eligible dependents during the same period.

D. Right of employee to pay premium when not employed by Company under this Contract: After termination of employment for the season, the employee may pay his own contribution, at the group rate, in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). Payment(s) of premium by the employee must be paid by the employee in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

E. Probationary, part-time or temporary are not eligible for benefits under this Article unless they have attained seniority and completed all other requirements of this Article.

ARTICLE 26: INJURY ON THE JOB

The Company agrees to abide by all applicable state and federal laws regarding its responsibility to workers who are injured while working for the Company.

ARTICLE 27: BULLETIN BOARDS

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

Such bulletin boards will be approximately three feet by three feet (3' x 3') and will be located in the Company's packing shed next to the time clock.

ARTICLE 28: FARM WORKERS CREDIT UNION

Upon proper written authorization from a worker to the Company, deductions as provided for in such authorization shall be made by the Company for the Farm Workers Credit Union, and such money and reports shall be forwarded on a monthly basis to that organization at Post Office Box 62, Keene, California, 93531, or such other address as designated by the Administrator of the Credit Union.

ARTICLE 29: LOCATION OF COMPANY OPERATIONS

The Company shall provide, upon request, the locations of the Company's agricultural operations for use by Union

representative pursuant to Article 7 of this Agreement, Access to Company Property.

ARTICLE 30: MODIFICATION

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

ARTICLE 31: SAVINGS/SEPARABILITY CLAUSE

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

ARTICLE 32: WAIVER OF BARGAINING

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that it shall not, except as otherwise provided in this Agreement, be obligated to



bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement; provided, however, that the creation of new classifications or changes in existing classifications shall be subject to Article 18, New or Changed Job Operations.

ARTICLE 33: SUCCESSOR CLAUSE

This Agreement shall be binding upon and inure to the parties and their successors and assigns. Successors and assigns for the purpose of this Article applies to a sale or other transfer of 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.

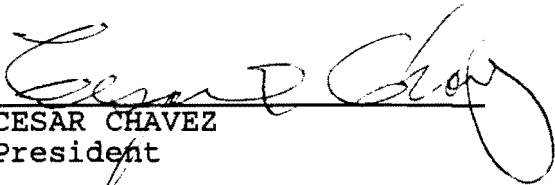
ARTICLE 34: DURATION OF AGREEMENT

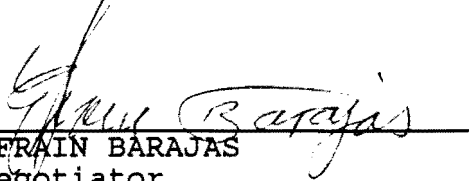
This Agreement shall be in full force and effect from April 1, 1991, to and including March 31, 1992. This Agreement shall automatically renew itself upon expiration of this Agreement unless either of the parties shall have given notice in writing to the other party sixty (60) days prior to the expiration,

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 25 day of April, 1991.

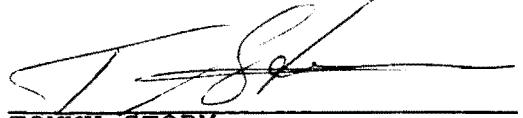
UNITED FARM WORKERS OF  
AMERICA, AFL-CIO

  
\_\_\_\_\_  
CESAR CHAVEZ  
President

  
\_\_\_\_\_  
EERRAIN BARAJAS  
Negotiator

TVK & TS, INC. dba GOLDEN  
COAST/VANKO NURSERIES

\_\_\_\_\_  
THEO VAN KOPPEN  
President

  
\_\_\_\_\_  
TONNY STORM  
Vice-President

APPENDIX "A" - WAGE RATES

A. HOURLY RATES

Effective 4/4/91

All Job Classifications..... .43¢ per hour increase  
New Hires <sup>1</sup>..... \$4.83 per hour

B. PIECE-RATES

1. Planting of Iris bulbs - 1/2¢ per bulb planted.
2. Cleaning Leatris bulbs - \$25.00 per box of cleaned bulbs <sup>2</sup>
3. Cutting of Leatris bulbs - \$30.00 per box of cut bulbs
4. Planting of Leatris bulbs - 1/2¢ per bulb planted.<sup>2</sup>

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<sup>1</sup>Applies to all new employees hired by the Company effective date of Agreement, including any employee who is currently compensated at the rate of \$4.25 per hour.

<sup>2</sup> The box utilized is 1'x 1'x2' in dimension.

APPENDIX "B" - LETTERS OF UNDERSTANDING

RE: LOCAL ISSUES

I. HIRING PROCEDURES AND POLICIES

Employment with the Company is based entirely upon whether an applicant is qualified to fill a position vacant at the time of application. Written applications for employment must be obtained from the office. Only applications routed through the office will be considered for employment. Employees should direct all applicants to the office.

All applicants for employment must provide the following:

1. Complete a written employment application;
2. Complete a W-4 Form;
3. Complete an I-9 Form;
4. Complete a physical examination when required for a specific job position; and
5. Complete any required written authorization forms for mandatory State or federal deductions for employee benefits and/or tool/equipment deposits.

Applications for employment are valid for 30 days. To remain an active applicant, a new application must be filled out once every 30 days.

It is the employment policy of this Company:

- (A) To prohibit more than one person to work under the same name of social security number.
- (B) To require employee to work overtime upon request of the Company.

- (C) To require applicants, if hired, to submit documentation as proof of their legal right to work in the United States.
- (D) The Company may require physical examinations at the time of hiring for particular job or any time there is a question about an employee's physical ability to perform her/his job. These physical examinations will be conducted by doctors selected by the Company at the Company's expense. Records of such physical examinations will be held confidential.
- (E) To require applicants to authorize the Company to investigate all statements contained in the application for employment. If hired, any misrepresentation or omission of facts called for in the application for employment may result in the Company terminating the employee immediately.
- (F) To require employees to abide by all rules and regulations of the Company as contained in the Company's employee handbook, as posted on Company bulletin boards or as instructed by supervisors of the Company.
- (G) That minor children are not allowed to work upon these premises, unless legally permitted to do so by law and permits to work have been secured by the minor children from dully constituted governmental authorities.

## II. PERSONNEL RECORDS

For various reasons it is important that the personnel

records of each employee contain accurate and up-to-date personal information. Any changes such as your marital status, the number of children or other dependents in your immediate family, should be reported promptly to the office. This information could have a direct bearing on the amount of your payroll deductions and benefits. Any change in your telephone number or address should also be reported promptly to the office.

### III. WORKING HOURS

- A. Normal Working Hours - The regular work week will be from Monday to Saturday 1/2 day. The business hours are approximately 7:00 A.M. to 5:00 P.M. Working hours and reporting time may vary with the time of year, the amount of work to be done and what work shift you are on. The Foreman will advise you in advance as much as possible and you should check the bulletin board daily.
- B. Lunch Period - There shall be a predetermined lunch period of thirty (30) minutes for each working day from 12:00 to 12:30. This lunch period will be on employee's time.
- C. Time Clock [where applicable] - For those employees what punch a time clock, you must punch the time clock whenever you enter or leave the Company's premises [unless you are in the process of performing duties during work hours.] The employee will be paid strictly by time indicated on the time card. Each employee

should check his or her time card for discrepancies.

If there are none, he or she should sign it.

D. Pay Dates - Payday is every other week on Friday.

E. Parking - Parking areas are provided for the convenience of all employees. In the interest of safety and common courtesy, please park orderly and drive slowly while in the parking area. Employees parking in Company parking areas should realize that they do so with no liability on the part of the Company.

#### IV. QUALITY OF HARVEST WORKMANSHIP

A. The Union and the Company agree that the quality of the flowers harvested by the Company is of paramount importance to the well-being of the Company and Union. The reputation of Golden Coast/Vanko Nurseries is dependent on the quality of the flowers harvested. Upon the signing of the contract, the Union will meet with the harvesting crews and discuss the needs for high quality workmanship standards in the harvest of flowers. The Union agrees that it will do everything in its power to encourage high quality workmanship standards on the part of its members, and enlist their cooperation with Company "Quality Control" programs. Union members will be compensated at their average hourly year-to-date earnings or regular rate of pay for time spent when requested by the employer to attend meetings or talk with crews during normal working hours.

B. The Company agrees that it will establish a program to develop consistent workmanship standards for a high quality pick. These quality standards will be communicated to and adhered to by all field harvesting supervisory groups. The Company will also communicate such workmanship standards to the Union and all harvesting workers.

Objective information on the quality of workmanship of harvesting crews will be maintained by the Company on a current basis. The information will be made available to the Union and all harvesting employees.

Employer management members including the President of the Company will be available upon request to meet with Union representatives concerning quality problems. Such meetings will be separate and apart from normal grievance meetings.

V. LETTER OF UNDERSTANDING RE: ARTICLE 4, SECTION G (SENIORITY)

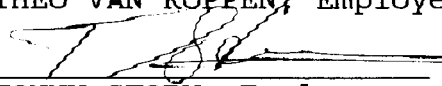
The parties agree that in the event that there is a lay off of ten (10) work days or more within a department, workers with high seniority shall have the right to be transferred into another department and displace workers with less Company seniority for the duration of the lay off, provided however, that the higher seniority worker has the skill and ability to perform the work under normal supervision and with reasonable sufficiency in the discretion of the company.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
EFRAIN BARAJAS, Union

Dated: 5/2-1991

By: \_\_\_\_\_  
THEO VAN KOPPEN, Employer

By:  \_\_\_\_\_  
TONNY STORM, Employer



APPENDIX "C" - NOTICE OF RECALL

TVK & TX, INC. dba GOLDEN COAST/VANKO NURSERIES

and

UNITED FARM WORKERS OF AMERICA, AFL-CIO

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

DATE: \_\_\_\_\_

WORKER SOCIAL SECURITY

No.: \_\_\_\_\_

SENIORITY DATE: \_\_\_\_\_

NOTICE OF RECALL

In accordance with the provision of Article 4 of the Agreement between TVK & TS, Inc. dba Golden Coast/Vanko Nurseries and the United Farm Workers Of America, AFL-CIO, you are hereby given official notice of recall for reemployment as a \_\_\_\_\_  
\_\_\_\_\_.

This work is anticipated to begin on \_\_\_\_\_  
\_\_\_\_\_ and the estimated duration is (indefinite) (approximately \_\_\_\_\_ working days).

The exact 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 at (805) \_\_\_\_\_ .
2. Check the Company bulletin boards.
3. Check with the Union office.

In accordance with Article 4, Section \_\_\_\_, you must advise the Company forty-eight (48) hours in advance that you are returning to work.

Remember to bring you Social Security card on the date you report to work.

Failure to respond to this recall may result in your loss of seniority under Article, Section B(5).

## APPENDIX "D" - JOB DESCRIPTION

### I. GENERAL GREENHOUSE LABOR

Prepare soil for planting; plant bulbs, cuttings or young plants, irrigate, weed; fertilize; open and close windows and side curtains to regulate environment; install and remove shade cloth as necessary; minor structural repairs; harvest crops; bunch flowers; take flowers to packing shed; clean bulbs for planting; dig out certain species of bulbs after harvest; repair irrigation lines; assist production manager in pesticide applications; unload boxes of bulbs; wash walkways, roots and side curtains, operate tractors and other nursery vehicles.

### II. REPAIR AND MAINTENANCE

Develop plans for major and minor greenhouse and equipment repair, install and maintain greenhouse heating and cooling systems, install, modify and maintain irrigation systems, electrical and plumbing repair to all structures.

### III. WELDER/GENERAL GREENHOUSE LABOR

Performs major and minor gas and arc welding on nursery equipment, structures and vehicles.