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COLLECTIVE BARGAINING AGREEMENT BETWEEN

VESSEY AND COMPANY, INC.,

AND

THE UNITED FARM WORKERS OF AMERICA, AFL-CIO

PARTIES

THIS AGREEMENT and Supplemental Agreements attached hereto are between VESSEY AND COMPANY, INC., hereafter called "the Company," and THE UNITED FARM WORKERS OF AMERICA, AFL-CIO, hereafter called "the Union." The parties agree as follows:

ARTICLE 1

RECOGNITION

A. The Company does hereby recognize the Union as the sole labor organization representing all of the Company's agricultural employees (hereafter called "workers") in the unit set forth in Agricultural Labor Relations Board's certification in case number 75-RC-15-I. 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 guards 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.

B. The Company agrees that no business device, including joint ventures, partnerships or any other forms of agricultural business operations shall be used by the Company for the purpose of circumventing the obligations of this Collective Bargaining Agreement subject, however, to the provisions of ARTICLE 37, Subcontracting, and ARTICLE 38, Grower-Shipper Contracts.

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

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

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

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

## 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 after 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 upon written notice from Union to Company, and shall not be reemployed until written notice from Union to Company of the worker's good-standing status.

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

C. 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 authorizations signed by workers, directing Company to make such deductions. 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 weekly. 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. 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 check-off authorization forms as provided by the Union.

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

ARTICLE 3

HIRING

A. The Union shall operate and maintain a facility whereby Company may secure new or additional workers. The Union will notify Company of the address and telephone number of each facility nearest each operation of the Company and the name of the person in charge of the facility.

B. Company recalls of seniority workers shall be pursuant to Section C of ARTICLE 4. Workers returning to work on recall shall check in with the Union Steward or other Union representative 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 Company, the Company anticipates the need for new or additional workers to perform any work covered by this Agreement, the Company shall, at least two (2) weeks prior to the date of anticipated need for such workers, notify the facility of the Union designated in Section A in writing, stating the number of workers needed, the type of work to be performed, the estimated starting date of the work and the approximate duration thereof. The Company shall notify the Union promptly of any change in

estimated starting date; however, the Company shall give to the Union 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 season 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 facility designated in Section A of the number of workers needed, the type of work to be performed, the date the workers are needed, and whether the work is temporary or permanent. The Union shall be given forty-eight (48) hours notice or as far in advance as possible.

E. When workers are requested of the Union, Union shall use its best efforts to furnish the requested number of workers. If the Union does not furnish the requested number of workers on the date requested, the Company shall be free to procure needed workers not furnished by the Union from any other source. If the Company secures workers under the provisions of this paragraph, the Company will make available to Union, in writing within five (5) days thereafter, the names, Social Security numbers, date hired and job classifications of all workers so hired, provided,

however, that the Union shall be entitled, acting on its own, to ascertain such information from such workers at any time after twenty-four (24) hours following the hiring of such workers, provided, further, that work is not interrupted. Grievances relating to this paragraph shall be subject to the Expedited Grievance and Arbitration Procedure.

F. When the Company requests workers from the Union facility for jobs which require skills or experience (such as tractor drivers, irrigators) the Union will refer workers who meet the job requirements. Before the Company makes a determination that a referred worker does not meet the job requirement, the supervisor will fully explain the job duties and requirements and give the worker a reasonable time to meet the job requirements. Discharges shall be subject to the procedures of ARTICLE 7, Discipline and Discharge.

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

H. In the event that it is necessary to layoff workers

before they acquire seniority, it is understood that if such workers are referred or dispatched by the Union to the employer from which they were laid off, that such workers will be given work opportunity by the Company on the same basis as any other non-seniority worker.

#### ARTICLE 4

#### SENIORITY

A. After a worker has worked for Company at least fourteen (14) workdays within the preceeding ninety (90) calendar days, he shall acquire seniority on the fourteenth (14th) day of work, retroactive to his date of hire within the ninety (90) days. Whenever a commodity or crop season is less than twenty-eight (28) calendar days, a worker shall acquire seniority in that commodity or crop provided he works one-half (1/2) the number of workdays in the season. It is understood that the days prior to acquiring seniority do not establish nor shall be a probationary period. There shall not be layoffs for the purpose of circumventing acquisition of seniority.

B. Seniority shall be lost for the following reasons only:

- (1) Voluntary quitting.
- (2) Discharge for just cause.

(3) When on layoff fails to report within three [3] working days after being called unless satisfactory reasons are given.

(4) When the worker fails to report to work at the termination of a leave of absence or vacation without an approved extension as per ARTICLE 11, Leave of Absence, of this Agreement.

(5) When any worker leaves the bargaining unit to accept a supervisory or other position with the Company outside the bargaining unit.

(6) Any worker rehired after loss of seniority as provided above shall establish a new seniority date as provided in Section A.

C. In layoff of workers for lack of work or at end of the Company's operating season, the worker with the least seniority shall be laid off first, and in recall of workers from layoff, workers with highest seniority shall be recalled in their order of seniority, and the filling of vacancies, new jobs, promotions within the bargaining unit, demotions, shall be on the basis of seniority, provided, however, the worker is able to do the work. In such cases, the supervisor will fully explain the job duties and requirements and give the worker a reasonable time to meet the job requirements.

D. Whenever a permanent vacancy occurs in an hourly rated job classification with a rate above the general field and harvesting rate, such vacancy shall be posted on the Company's bulletin board in the area of the vacancy. The posting shall be made at least five (5) days before the vacancy is permanently filled. A copy of the posting will be made available to the Union Ranch Committee. Seniority workers desiring to apply for such position shall sign the posting. Selection and training for those workers applying for the position shall be as set forth in paragraph C above.

E. 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 worker when to report for work, allowing reasonable time to report. All such notice of recall shall be a joint recall bearing the title of the Company and the Union. There shall be no recall by labor contractors. It is understood that the provisions of ARTICLE 3, Hiring, Section B, apply to the recalled worker.

F. The Company shall notify the Union within five (5) working days of seniority workers laid off or recalled on a seasonal basis, in accordance with this ARTICLE by giving

the worker's name, Social Security number, seniority date, job or commodity classification and date of recall or layoff. Grievances relating to this paragraph shall be subject to the Expedited Grievance and Arbitration Procedure.

G. Beginning with the signing of this Agreement, and each three (3) months thereafter, the Company shall provide the Union with an up-to-date seniority list showing the name of each worker, his seniority date, Social Security number, and job or commodity classification. The Company shall also post a seniority list in a conspicuous place for examination by the workers and the Union Ranch Committee. The Union may review the accuracy of the seniority list and present to the Company any errors it may find on such list. Grievances relating to this paragraph shall be subject to the Expedited Grievance and Arbitration Procedure.

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

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

In the event the Union and the Company have agreed



to a local seniority provision different from ARTICLE 4 of the Contract signed herein, the Union and the Company agree to review and revise, if agreed upon, said local provision only, one (1) year after the date of signing of this Agreement if either party so requests.

#### 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 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 person with respect to any dispute involving this Agreement until the Grievance Procedure has been exhausted. Any claim by Union that on-the-job conduct by any non-bargaining unit employee is disrupting working relations may be treated as a Grievance provided that such Grievance is specified in detail.

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.

C. 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.

D. FIRST STEP:

Any grievance arising under this Agreement shall be immediately taken up between the Company supervisor involved and the Union Steward. They shall use their best efforts to resolve the grievance. In the event the grievance is not immediately satisfactorily resolved, the grieving party shall reduce the grievance to writing and set forth the nature of the grievance. A grievance regarding a discharge of an employee must be filed in writing 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.

STEP TWO:

Any grievance not resolved in the First Step shall be discussed in a meeting between the Grievance Committee and the Company representative delegated to resolve such matters not later than ten (10) calendar days of the filing

of the grievance. 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 reasons for denial. The failure of the grieving party to appeal to the Second Step within thirty (30) calendar days shall waive the grievance. A Union representative may fully participate in the grievance meeting.

STEP THREE:

If the foregoing fails to produce settlement, the matter shall be referred to the arbitrator for the area within thirty (30) days. The arbitrator shall consider and decide the grievance referred to him. In cases where more than one (1) grievance is referred to arbitration in an area, the arbitrator may hold consecutive hearings to expedite hearings. The arbitrator shall not have the authority or jurisdiction to modify, add to, or detract from, or alter any provision of this Agreement. Within that limitation, among other things, he shall have authority to award back pay for any loss of earnings from the Company, including the right to revoke any form of discipline including discharge. He shall also have the authority to apply the Agreement and order compliance by all parties within the terms of the Agreement.

The arbitrator, in his discretion, may render a bench decision, or may allow briefs, but, in any event, shall issue a decision in writing to the parties within fifteen (15) days after the date of the close of the hearing sessions.

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

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.

SELECTION OF THE ARBITRATOR:

The parties will make a good faith effort to agree on a list of arbitrators for each of the areas listed below. In the event they are unable to agree, and not later than one (1) week (unless there is mutual agreement to extend this time period) after the execution of this Agreement and each six (6) months thereafter, if requested by either the Company or the Union, a panel of eleven (11) arbitrators shall be requested from either the American Arbitration Association or the Federal Mediation and Conciliation Service. One (1) panel shall be requested for the Salinas area, one (1) panel for the Ventura and Santa Barbara area and one (1) panel for the Imperial Valley. Upon the request of either party additional lists of arbitrators shall be

requested for the other geographical areas.

After receipt of the lists, the parties shall meet to select arbitrators for each area. If the parties cannot agree upon the selection of arbitrators, then they shall turn to the list of arbitrators received under the procedures of the above paragraph. The person to strike first shall be selected by a coin toss. That party shall strike the first name from each list. The name remaining after each party has struck five (5) shall be the person designated as arbitrator for each area. However, every six (6) months, either party may request a new list of arbitrators for any area and require a new meeting as discussed in this paragraph to select a new arbitrator.

E. EXPEDITED GRIEVANCE AND ARBITRATION:

The parties agree that the primary purpose of the grievance procedure is to resolve grievances as speedily as possible and to maintain good relations between the Union, the Company, and the workers.

It is recognized that there are times and that there are certain issues that may arise, wherein it is to the best interest of all concerned to have a resolution of the matter more quickly than provided in the above procedures.

Accordingly, it is agreed that grievances specified elsewhere in this Agreement as subject to the Expedited

Grievance and Arbitration Procedure may, at the request of the grieving party and with written notice to the other party, be expedited to arbitration.

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) work days 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 notice to the responding party, that the grievance be referred to the arbitrator within three (3) work days from the written responsive answer. If such a grievance is presented to the arbitrator, it is agreed that it will take precedent, as to investigation, hearing date, and issuance of decision over any other case.

F. The arbitrator may make a field examination in any case he deems it advisable.

G. In the event that any dispute causes a work interruption of any kind, the parties agree to make an immediate joint effort to end such interruption which may include contacting the arbitrator. The arbitrator shall order an end to such interruption, personally, if possible, or by telephone, and shall immediately attempt to resolve the dispute. This in no way alters the obligation or

liability of either party under the Collective Bargaining Agreement.

#### ARTICLE 6

##### NO STRIKE 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 the 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, because such action is not approved by the Union.

#### ARTICLE 7

##### RIGHT OF ACCESS TO COMPANY PROPERTY

A. Duly authorized and designated representatives of the Union 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 is on the premises.

C. The Union shall advise the Company of the names of its duly authorized and designated representatives.

#### ARTICLE 8

##### 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 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 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 limit in Paragraph C below.

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.

D. Individual work pace in relation to piece rate, or incentive plan, shall not be conclusive evidence for the purpose of disciplining or discharging a worker. This provision shall not, however, constitute any limitation on any of the Company's rights to discharge or discipline for unsatisfactory work performance. Discharge and other disciplinary actions are subject to the Grievance and Arbitration provisions of this Agreement.

## ARTICLE 9

### DISCRIMINATION

In accord 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, language spoken, or Union activity.

## ARTICLE 10

### 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 this ARTICLE are not limitations in any way on the rights of the Company as set forth in ARTICLE 38, Grower-Shipper Contracts. The provisions of ARTICLE 14C, Health and Safety, also apply.

## ARTICLE 11

### 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 three (3) days for Union business shall be granted under the following conditions:

(1) Written notice shall be given by the Union to the Company at least two (2) days prior to commencement of any such leave;

(2) Such leaves of absence shall only be granted to workers engaged in harvesting and/or hoeing and thinning and shall not exceed ten per cent (10%) of any such crew;

(3) This section shall only apply to Companies whose harvesting operations exceed sixty (60) work days in a calendar year;

(4) 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 the 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 reasons, not to exceed thirty (30) days. 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.

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.

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 12

### MAINTENANCE OF STANDARDS

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.

Conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

The Union and the Company agree that during the negotiations which resulted in this Agreement they have fully negotiated and agreed to the terms of the Company's contributions to the R.F.K. Farmworkers Medical Plan and the Juan De La Cruz Farmworkers Pension Plan. that said terms of contribution as set forth herein sets forth the Company's total obligation in respect to medical and pension plans and that, therefore, the obligations of ARTICLE 12 do not extend to any medical and pension plan maintained by the Company prior to this Agreement.

#### ARTICLE 13

##### SUPERVISORS

Supervisors and other employees not included in the bargaining unit, shall not perform any work covered by this Agreement, except for instruction, training and emergencies. This paragraph shall not be used as a basis for the purpose of avoiding the recall of bargaining unit workers for work they would normally perform.

#### ARTICLE 14

##### HEALTH AND SAFETY

A. The Company and Union are interested in the health

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

- (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 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 will comply with all applicable laws relating to the health and safety of farm workers and will not use banned chemicals such as, but not limited to, DDT, DDD, DDE, Aldrin and Dieldrin.

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

D. In accordance with law, there shall be adequate toilet facilities, separate for men and for 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 and tear. Workers shall be charged actual cost for equipment that is 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.

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, the results of said test(s) shall be given to an authorized Union representative.

I. Any violation of this ARTICLE shall be subject to the Expedited Grievance and Arbitration Procedure.

#### ARTICLE 15

##### MECHANIZATION

In the event the Company anticipates mechanization of any operation of the Company that will permanently displace workers, the Company, before commencing such mechanical operations, shall meet with the Union to discuss training of displaced workers to operate and maintain the new mechanical equipment, the placement of displaced workers in other jobs with the Company, the training of such workers for other jobs with the Company, or the placing of such workers on a preferential hiring list which the Company and Union will use in conjunction with ARTICLE 3, Hiring.

ARTICLE 16

MANAGEMENT RIGHTS

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

ARTICLE 17

UNION LABEL

The parties recognize the value and importance of the Union label. The parties wish to ensure that the public will not be defrauded by a misuse of the Union label.

Therefore, the parties agree as follows:

A Company will make available to the designated Union representatives, at the 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 Union. During the term of this Agreement, Company shall be entitled to the use of said label and seal. It is agreed that during the term of this Agreement each shipping package or container harvested 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 damage to Union. In the event that the Union revokes the Union label or seal, it shall give reasonable notice to the Company and the Company agrees to return same forthwith, or if same cannot be returned then, on request of Union, the label or seal shall be completely obliterated on any package, container or unit.

D Following of industry practice with respect to exchange of sizes, mixed cars, private labels or purchase of produce to fill out an order shall not be considered "misuse" of the Union label or seal or a violation of any provision of this Agreement.

ARTICLE 18

NEW OR CHANGED OPERATIONS

In the event a new or changed operation or new or changed classification is installed by the Company, 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. 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 the 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.

ARTICLE 19

HOURS OF WORK, OVERTIME, AND WAGES

A. DAILY OVERTIME:

(1) All hourly workers, except tractor drivers, shop personnel and irrigators shall be paid a premium of Thirty-five Cents (\$.35) per hour for all hours worked in excess of eight (8) hours in any one day.

(2) Tractor drivers and shop personnel shall be paid a premium of Thirty-five Cents (\$.35) per hour for all hours worked in excess of ten (10) hours in any one day.

(3) Irrigators shall be paid time-and-a-half their regular rate of pay for all hourly work performed after a 24-hour shift. This overtime provision is not applicable to consecutive 24-hour shifts, but only to hourly work.

SATURDAY OVERTIME:

(1) All hourly workers, except tractor drivers, shop personnel and irrigators shall receive a premium of Thirty-five Cents (\$.35) per hour for all hours worked in excess of five (5) hours on Saturday.

(2) Tractor drivers and shop personnel shall receive a premium of Thirty-five Cents (\$.35) per hour for all hours worked in excess of six (6) hours on Saturday.

SUNDAY OVERTIME:

(1) All hourly workers, except irrigators, shall receive time-and-a-half their regular rate of pay for all hours worked on Sunday.

(2) Hourly irrigators shall receive time-and-a-quarter

their regular rate of pay for all hourly paid work performed on Sunday. 24-hour shift irrigators are not considered hourly workers and are exempt from the provisions of this paragraph.

B. NIGHT SHIFT PREMIUM:

Night shift shall apply for Tractor Operators Class A and Class B who work a majority of their shift between the hours of 6:00 P.M. to 6:00 A.M. for which night shift, the worker shall be paid a premium of Twenty-five Cents (\$.25) per hour for all hours worked.

C. There shall be no pyramiding of overtime or night shift premium.

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

E. The lettuce ground crews shall not be required to work more than eight (8) hours, excluding one-half (1/2) hour for lunch in any one (1) day.

F. When a worker performs work in a higher rated job, he shall be paid at the 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.

G. 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-eight (28) continuous calendar days.

H. Wage rates for specified job classifications are set forth in APPENDIX "A" attached hereto.

#### ARTICLE 20

##### REPORTING AND STANDBY TIME

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

If workers commence work and they are furnished less than four (4) hours of work, hourly paid workers shall be paid at least four (4) hours that day at their hourly rate of pay, and piece-rate workers shall be paid the piece rate earned during the time worked and general field harvesting hourly rate for the remaining time up to four (4) hours that day.

This section shall not apply where work covered by

this Agreement is delayed or cannot be carried out because of rain, frost, government condemnation of crop, or other causes beyond the control of the Company.

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

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

#### ARTICLE 21

##### REST PERIODS

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

#### ARTICLE 22

##### VACATIONS

Vacation pay shall be granted to eligible workers who qualify for such vacations. Workers shall be eligible in the fiscal year following the first anniversary of continuous employment and annually thereafter for vacation pay



and a one(1) week vacation, provided that in order to qualify for vacation pay the worker shall work the hours set forth below in the prior fiscal year. Vacation pay will be the percentage specified below of the worker's gross Company earnings in the qualifying fiscal year.

Hourly workers	-	1000 & up	-	two per cent (2%)
Piece-rate workers	-	700 & up	-	two per cent (2%)

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.

Commencing January 30, 1977, and thereafter, a worker who has maintained his seniority for four (4) or more consecutive years shall receive double the above vacation benefits.

### ARTICLE 23

#### BEREAVEMENT PAY

To make funeral arrangements and to attend the funeral of a member of the immediate family (father, mother, child, brother, sister, husband or wife, mother-in-law, or father-in-law), the worker who has worked for the Company at least five (5) days, including days off on excused absences, during the two (2) weeks preceding the week of the funeral will be paid what he would have earned had he been working for the Company, not to exceed three (3) days. The Company

may require a death certificate or other evidence of death.

## ARTICLE 24

### HOLIDAYS

A. Commencing with the effective date of this Agreement, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day shall be paid holidays.

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

B. To be eligible for a paid holiday not worked, a worker must work at least five (5) days during the two (2) payroll weeks immediately preceding the payroll week in which the holiday falls, and must work the scheduled workdays both immediately before and after the holiday.

If the next scheduled workday after the holiday is more than five (5) calendar days after the holiday, the requirement for work on the scheduled workday after the holiday shall not apply.

C. Any work performed on the above-listed holidays shall be paid for at the rate of one and one-half (1 1/2) times the regular rate of pay and shall be in addition to the worker's regular earnings on that day.

D. "Citizenship Participation Day" shall be designated as the first Sunday of June. All workers qualifying under "B" above shall receive holiday pay as provided herein.

Upon receipt of proper written authorization from the worker, the Company shall deduct from such worker's wages the pay received for Citizenship Participation Day and shall remit such sum to the Citizenship Participation Committee of the United Farm Workers, AFL-CIO, for allocation as designated by the worker.

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 Company for the purpose of compliance with "D" above.

#### ARTICLE 25

##### JURY DUTY AND WITNESS PAY

Workers who have worked at least five (5) 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 or notice summoning him to appear and if so requested, documentary evidence of the amount of fees received for performing such service.

## ARTICLE 26

### TRAVEL ALLOWANCE

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

40-64 road miles	1/2 hour each way
65-89 road miles	1 hour each way
90-119 road miles	1 1/2 hours each way
120 road miles & over	2 hours each way

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

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

D. Travel allowance will be paid for the trip Salinas to King City: 1/2 hour each way.

#### ARTICLE 27

##### 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 records. The daily record of piece-rate production for crews paid on a crew basis shall be given to the appropriate Steward, upon request.

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.

ARTICLE 28

INCOME TAX WITHHOLDING

The Company shall deduct Federal and State income tax in accordance with standard practices with scheduled deductions for workers agreeing in writing to such withholding. Such agreement shall be binding upon the worker during his employment with the Company for the balance of the calendar year and each calendar year thereafter, subject to his written revocation of his agreement prior to the start of each new calendar year.

ARTICLE 29

CREDIT UNION WITHHOLDING

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

ARTICLE 30

ROBERT F. KENNEDY FARM WORKERS MEDICAL PLAN

A. The Company shall, commencing April 1, 1977, contribute to the Robert F. Kennedy Farm Workers Medical Plan,

Sixteen and One-half Cents (\$.165) per hour for each hour worked for all workers covered by this Agreement. Contributions due shall be computed on the basis of Sixteen and One-half Cents (\$.165) for every hour worked during the preceding monthly payroll period by every work covered by the Agreement. Contributions due shall be deposited with such bank as designated by the Administrator of the Plan. Said deposits shall be made or mailed not later than the twentieth (20th) day of the month following the ending date of the previous month's payroll period beginning May 20, 1977. A summary report in accordance with ARTICLE 33 shall be remitted to Robert F. Kennedy Farm Workers Medical Plan, Post Office Box 92169, Los Angeles, California 90009, or such other address as designated by the Administrator of the Fund.

#### ARTICLE 31

##### JUAN DE LA CRUZ FARM WORKERS PENSION FUND

The Company shall contribute to the Juan De La Cruz Farm Workers Pension Fund, Ten Cents (\$.10) per hour for each hour worked by all workers covered by this Agreement, commencing April 14, 1977. For all hours worked by such workers after January 31, 1978, the amount of such contribution shall be Fifteen Cents (\$.15) per hour.

The contributions to be made by Company pursuant

to this ARTICLE 31 shall be deposited into and remain in an interest-bearing trust account until 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 of Subchapter D of Chapter 1 of the Internal Revenue Code of 1954. Upon receipt of a copy of such advance determination, Company shall promptly take all actions required to be performed by it in order to cause such impounded contributions to be transmitted to the Plan Trustees.

In accordance with ARTICLE 33, the monies and a summary report shall be remitted to the Juan De La Cruz Farm Workers Pension Fund at Post Office Box 39122, San Francisco, California 94139, or such other address as designated by the Administrator of the Fund.

#### ARTICLE 32

##### MARTIN LUTHER KING FUND

The Company shall, during the term of this Agreement, contribute to the Martin Luther King Fund Five Cents (\$.05) per hour for each hour worked by all workers covered by this Agreement, commencing April 14, 1977. 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 to the Fund shall be deductible under the Internal Revenue Code.

In accordance with ARTICLE 33, the monies and a summary report shall be remitted to the Martin Luther King Fund, Post Office Box 80762, Los Angeles, California 90080, or such other address as designated by the Administrator of the Fund.

#### ARTICLE 33

##### REPORTING ON PAYROLL DEDUCTIONS AND FRINGE BENEFITS

All contributions due hereunder on fringe benefit plans shall be computed on the preceding monthly payroll period for every worker covered by the Collective Bargaining Agreement. In conjunction therewith, a monthly summary report will be submitted on or before the twentieth (20th) of every month covering the preceding monthly payroll for which contributions for fringe benefits are due beginning May 20, 1977. The monthly summary report shall include the employees' names, Social Security numbers, total hours worked by workers, total number of workers and amount of contributions.

ARTICLE 34

CAMP HOUSING

A. Assignment of available camp housing shall be on a Company wide seniority basis. The Company agrees to maintain records on housing assignments and make such records available to the Union. There shall be no discrimination of assignments because of a worker's race, age, creed, color, religion, sex, political belief, national origin, language spoken or Union activity.

B. During the life of this Agreement, Company shall operate and maintain its camp housing in the same manner as before the execution of this Agreement. If the Company acquires additional housing, the rates to be charged shall be on a level not greater than current rates in the area for similar housing.

C. If any housing is condemned by any government authority, the Company shall not be required to furnish substitute housing. Nothing in this ARTICLE shall be construed as requiring the Company to supply or continue to supply housing for workers.

D. Camp boarding shall be operated on a non-profit basis.

ARTICLE 35

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 of Union business.

ARTICLE 36

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 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 37

SUBCONTRACTING

The parties understand and agree 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. When Company does subcontract pursuant to the terms of this provision, any workers of the subcontractor who actually operate or maintain the equipment shall not be covered by the terms of this Agreement. However, any workers of the subcontractor, other than those who actually operate or maintain the equipment, who work on the subcontracted job shall be covered by the terms of this Agreement:

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

#### ARTICLE 38

##### GROWER-SHIPPER CONTRACTS

It is recognized by Company and Union that various types of legal entities are used by growers and shippers in the agricultural industry, including partnership, joint venture, and other legal contractual arrangements, in the

growing, packing, harvesting and selling of agricultural crops. Neither the Company nor the Union shall prevent the Company from entering into these legal arrangements by any of the provisions of this Agreement, nor will the Company subvert the Union by entering into these legal arrangements. In addition, and whenever it is possible for the Company to perform the work of weeding, thinning or hoeing, the Company will do so, it being the intent to provide jobs for bargaining unit workers.

In the event the Company enters into a partnership, joint venture, or other legal contractual relationship with a grower and/or shipper for the growing, packing, harvesting or selling of a crop, Union agrees not to interfere with or prevent in any manner the growing, packing, harvesting or selling of any of the crops in which Company may have such an interest; provided such partnership, joint venture or other legal contractual relationship was entered into by Company prior to any economic action by Union against any other party to the partnership, joint venture or other legal contractual relationship, and it is understood 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 crop year or twelve (12) months,

whichever is less, or in the event there are economic or other sanctions by the Union against any party to the partnership, joint venture or other legal contractual relationship at the time of entry thereof.

#### ARTICLE 39

##### LOCATION OF COMPANY OPERATIONS

The Company shall provide the Union upon request, the exact locations of the Company's agricultural operations for use by Union representatives pursuant to ARTICLE 6 of this Agreement, Right of Access.

#### ARTICLE 40

##### MODIFICATION

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

#### ARTICLE 41

##### SAVINGS CLAUSE

In the event any portion of this Agreement shall become ineffective as the result of any applicable local, state or federal law, only that portion of this Agreement so affected shall be ineffective; in no event shall the fact that a portion of this Agreement be not applicable or illegal

in accordance with such laws render the remainder of this Agreement ineffective or work a termination.

#### ARTICLE 42

##### SUCCESSOR CLAUSE

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

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

#### ARTICLE 43

##### DURATION OF AGREEMENT

This Agreement shall be in full force and effect from April 16, 1977, to and including January 1, 1979. 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 16 day of April, 1977.

UNITED FARM WORKERS OF  
AMERICA, AFL-CIO,

BY

*Leonard Cherry*  
*Arthur Padilla*  
*Michael Vey*  
*David Hernandez*  
*M. L. ...*  
*Guadalupe ...*  
*Francisco Sepulveda*  
*Chasie Ruyet*  
*Antonio ...*  
 

VESSEY AND COMPANY, INC.,

BY

*[Signature]*



Kossey

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JOB DESCRIPTIONS

Tractor Operator "A":

Precision planting, precision application of agricultural chemicals, precision border driving, motor grading in building roads and building ditches and/or listing. An employee so classified shall receive the rate of the classification for all time worked including time, if any, in classifications carrying a lesser rate of pay. Operator may be required to make minor equipment adjustments and routine maintenance on equipment.

Tractor Operator "B" and Miscellaneous Equipment Operator:

Includes all other tractor operations and equipment operators except for those activities listed in classification Tractor Operator "A" or other tractor driver classifications. When an employee is required to perform any task covered by a higher rated job except for minor equipment adjustments and routine maintenance during the course of a workday, he shall be paid at the rate of the higher rated job for the time worked on such job on such day.

General Field and Harvesting Worker:

The classification covers general field harvesting and miscellaneous duties not otherwise covered by other wage

classifications or new changed operations that may be subject to ARTICLE 18, "New or Changed Operations."

Thin and Hoe:

Using the appropriate equipment and method workers will remove excess plant growth in accordance with the instructions of the Company. Company shall not require the use of the short-handled hoe.

Irrigator:

Installs, moves and services the appropriate irrigation systems for the distribution of water to the farming operations as directed by the Company.

Lettuce Conventional Ground Pack:

Cutters and Packers: Includes cutting lettuce, selecting, trimming same, placing heads into cartons previously built up.

Closer: Applies clamp, folds flaps and secures flaps by stapling or gluing.

Loader: Places closed cartons on appropriate vehicle. Windrowing is subject to agreement between Company and Union. Transfers empty cartons from hauler to stitcher.

Water Boy:

Water is sprayed or brushed on lettuce before packed

carton is closed. Includes minimum housecleaning of bus and field and helping in serving of food.

Water Truck Driver:

Classification covers driving of truck equipped with a permanently mounted water tank; driver as directed will water dirt roads on the ranch; and may entail driving on public highways.

Operator may make minor adjustments; operator required to have a state driver's license.

## APPENDIX "A"

WAGES

<u>Classification</u>	<u>EFFECTIVE DATES</u>		
	<u>4/16/77</u>	<u>7/16/77</u>	<u>7/16/78</u>
General field and harvesting	\$3.40	\$3.55	\$3.70
Thin and hoe	3.40	3.55	3.70
Pipe layer	3.40	3.55	3.70
Irrigator	3.45	3.60	3.75
24-hour shift irrigator	82.80	86.40	90.00
Tractor driver, Class A	4.225	4.375	4.525
Tractor driver, Class B	4.115	4.265	4.415
Lettuce ground crew:			
2 dozen carton	.525	.5475	.57
2-1/2 dozen carton	.595	.6175	.64
Water boy	3.46	3.61	3.76
Garlic grading:			
Loader	3.50	3.65	3.80
Forklift 1	4.225	4.375	4.525
Forklift 2	3.50	3.65	3.80
Dumper	3.50	3.65	3.80
General labor	3.40	3.55	3.70
Mechanic	5.00	5.15	5.30
Mechanic assistant	4.225	4.375	4.525
Watermelon:			
Cut	4.00/ton	* to be negotiated	
Pitch	5.00/ton	* to be negotiated	

\*The Company and Union agree to negotiate the watermelon cut and pitch rates for the 1978 watermelon harvest before April 30, 1978.

SUPPLEMENTAL AGREEMENT NUMBER 1

THIS AGREEMENT between VESSEY AND COMPANY, INC., and the UNITED FARM WORKERS OF AMERICA, AFL-CIO, supplements and, as provided herein, modifies the Master Agreement between these parties.

A. Recall of Seniority Workers: For purposes of clarification of ARTICLE 4, Seniority, Section E, the following applies:

(1) At the end of each operating season the Company shall secure the address of each seniority worker for recall notification.

(2) A worker shall notify the Company of any subsequent change in address.

(3) Two (2) weeks before the start of any operating season the Company shall notify each seniority worker by post card of the estimated starting date of the work and the approximate duration thereof, and the Company shall provide the Union with a list of all seniority workers so notified.

(4) Four (4) days prior to the actual starting date of work, the Company, as in the past, through its foremen shall advise seniority workers of the exact starting date of work.

All provisions of ARTICLE 3, Hiring, and ARTICLE 4,

Seniority, shall apply in the recall of workers.

B. Leaves of Absence: It is understood that in the application of ARTICLE 11, Leaves of Absence, Section C(4), leaves of absence for valid personal reasons shall be taken only with the consent of the Company.

C. Equipment: In accordance with the provisions of ARTICLE 14, Health and Safety, Section F, the Company shall provide the following equipment:

IRRIGATORS

Flashlight, bulbs and batteries

Rainjackets for sprinkler work

Boots

Gloves for pipe layers

All necessary supplies and tools including, but not limited to, shovel, hoe, pipes and sacks

TRACTOR DRIVERS

Face mask, including goggles and respirator for work in heavy dust conditions

LETTUCE CREWS

Gloves, according to size to closers and loaders

Overshoes at cost

GARLIC GRADING CREW

Gloves

It is understood that the Company shall deduct the cost of boots supplied to an irrigator from the irrigator's paycheck and shall refund the deposit when the boots are returned. A lettuce crew worker shall give advance notice to the Company if he wishes to order overshoes.

D. Hours of Work: It is agreed that the Company shall continue its past practice regarding Saturday work for lettuce ground crews, but Company reserves the right to hire outside crews for Saturday work to meet the harvesting schedule if the regular crews refuse to work.

E. Frost Season Waiting Time: During the frost season the Company shall advise workers at the end of the day of an approximate reporting time for the following morning based on available frost reports, in a good faith effort to prevent excess waiting time for the workers.

Once the Company has transported workers to the field or worksite the Company shall pay all waiting time after the first (1st) hour when working in the Imperial Valley, and after the first two (2) hours when working outside the Imperial Valley. All waiting time shall be paid at the worker's hourly rate.

F. Vacations: A "fiscal year" under the provisions

of this Agreement shall be July 1 to June 30.

Vacations for those workers who qualify under the provisions of this Agreement shall be paid annually by the tenth (10th) of August (or later if a worker requests his vacation pay at the time he takes his vacation).

1977 Vacation Payment: It is agreed that in the application of ARTICLE 22, Vacations, for vacation payment in 1977, the Company shall pay all piece-rate workers who have qualified by working seven hundred (700) hours during the period of July 1, 1976, to June 30, 1977, one per cent (1%) of their gross earnings for the period July 1, 1976, to January 22, 1977, and two per cent (2%) of their gross earnings for all earnings thereafter.

Piece-rate workers who have worked one thousand (1000) hours during the qualifying period shall be paid two per cent (2%) of their gross earnings for the period of July 1, 1976, through June 30, 1977, in accordance with the provisions of the vacation plan.

Hourly workers who qualify shall be paid in accordance with the provisions of the vacation plan based on their gross earnings from July, 1976, through June, 1977.

Commencing January 30, 1977, and thereafter, a worker who has maintained his seniority for four (4) years or more consecutive years shall receive double the above vacation benefits.



G. Travel Allowance: In the application of ARTICLE 26, Travel Allowance, the Company shall continue to pay a travel allowance of three (3) hours at the worker's hourly rate for a daily round trip to Blythe from Calexico. The same travel allowance of three (3) hours daily shall be paid for travel to Poston from Calexico. The travel allowance for the Blythe-Poston trip shall not count as hours worked.

H. Payday: Payday shall normally be weekly on Friday, except during the Marana operation when workers shall be paid as early Saturday morning as possible. The Company shall continue its past practice of giving an advance on Friday during the Marana operation.

I. Intoxicants: Union has received a copy of Company's work rules regarding intoxicants and acknowledges Company's right to establish such work rule. Union agrees to cooperate with Company in order to prevent intoxication or excessive use of alcoholic beverages, intoxicants or drugs.

J. Borrowing and Lending Crews: The Company shall borrow crews or lend crews to other companies when necessary to keep up with the harvest. The Company shall not borrow such crews unless there are adequate supplies of lettuce to

keep the Company's crews working at capacity.

The Company agrees to make a good faith effort to borrow crews only from companies who have existing contracts with the UNITED FARM WORKERS OF AMERICA, AFL-CIO.

K. Scheduling Work: All workers shall be notified before leaving work if they are scheduled to work the next day. If needed to work on Sunday, workers shall be advised at the end of the day on Friday, if possible. Workers not so notified shall not be obligated to work if called.

L. Injury on the Job: If a worker is injured at work to the extent that medical care is required, and the worker is unable to return to work, the Company will pay the worker's wages for the day of the injury, based on his or her hourly rate, if the worker is an hourly paid worker, or at the crew's average hourly piece-rate earnings for the day of the injury if the worker is a piece-rate worker.

M. Health and Safety: General

(1) The Company shall have workers who become sick during work hours and who require medical attention transported to the nearest medical facility at the worker's request.

(2) The Company agrees that all stitchers, haul

trucks, and produce machines used in its fields shall be equipped with backup warning alarms; and that the exhaust pipes and mufflers on all such equipment be modified in order not to harm workers with exhaust and be enclosed in a cage-type shield.

N. General

(1) The Company shall maintain its camp in Eloy, Arizona, in good condition and shall provide new mattresses, pillow and mattress covers. The Company shall assume responsibility for food served in the camp and shall not subcontract this operation. Camp boarding shall be operated on a non-profit basis in accordance with Section D of Article 34, Camp Housing.

(2) The Company agrees to continue its past practice of providing a bus on the weekends during its Marana operation to take workers from Eloy to Calexico and back, provided there are at least fifteen (15) workers who need transportation.

(3) The Company shall provide ice to the tractor drivers and irrigators from May through September.

O. Irrigators:

(1) Except in an emergency, water shall not be turned on before the field and all ditches are properly

prepared, including but not limited to the following:  
Borders repaired; metal checks, plastic, wood boards, pipes,  
tops and sacks in place.

(2) In flat crop irrigation, the Company agrees to divide, as evenly as reasonably possible, the levels of water handled by each irrigator working consecutive days irrigating the same parcel of land.

(3) Irrigation work commenced in the A.M. and completed after 10:00 P.M. shall be treated as a 24-hour shift.

(4) The Company shall provide irrigators with all equipment necessary to do the job and the equipment shall be at the location where the work is to be done.

(5) The Company agrees to continue its past practice of allowing 24-hour shift irrigators to take time for meals during the working hours, provided they remain on their job during this period. Workers scheduled to work 24-hour shifts shall be advised in advance so that they can bring their food. Workers not so advised will be allowed sufficient time to secure food. It is understood that workers will arrange such time off with the foreman and secure his permission in advance of leaving the field.

(6) Company agrees that for personal business, Company, in its discretion, may permit 24-hour shift irrigators a reasonable amount of time to complete said business if it

cannot be accomplished in a time when the irrigator is not on duty. If the irrigator obtains permission from the foreman in advance of leaving the field, said irrigator shall not have time deducted from his workday for the purpose of wage payments unless the time taken off is excessive or is abusive.

(7) The Company recognizes that problems exist regarding the volume of water handled by irrigators, the number of irrigators assigned to specific types of irrigation, and other conditions of work in irrigation. The Company agrees to use its best efforts to deal with these problems, including meeting with irrigators to discuss problems and seek solutions. The Company further agrees to use its best efforts to resolve problems immediately as they arise.

P. Lettuce Ground Crews:

(1) The Company agrees to continue the following work practices:

(a) Normally a trio will cut four (4) beds except in unusual circumstances such as in the completion of a field or in the corner of a field.

(b) Loaders shall not be required to windrow.

(c) Two (2) extra closing guns shall be kept available and in working order to use as spares for each crew.

(d) There shall be two (2) stitching machines on each truck to minimize any lost time to the crew in the event that one of the stitchers breaks down or is not in working order.

(e) Assignment of crews to work in bad fields shall be on a rotation basis.

(2) The Company agrees not to employ excessive numbers of trios in crews for the purpose of causing economic detriment to the workers.

(3) The stitcher for the crew shall be instructed to make the cartons as close to the crew as possible.

(4) The Company shall provide cool potable drinking water and cups for the loaders after the crew leaves the field.

(5) Loaders shall be paid all waiting time after the crew leaves in excess of two (2) hours at the general field and harvesting rate when four (4) loaders are working and where waiting is not caused by an Act of God or other cause beyond the control of Company.

Q. Thin and Hoe Crew:

(1) The Company agrees not to "double up" workers in more than two (2) rows and no more than four (4) rows in excessive weed conditions. There shall be no favoritism in assignment of a second worker to a row.

R. Watermelon Harvest:

(1) The Company shall report hours worked and tons harvested on each worker's paycheck.

(2) The Company shall give the crew Steward or Union representative the weight tickets for each loaded field truck and the weight tickets for each truckload of unsold culls, if any, each morning for the previous day's harvest.

(3) The Company shall pay the crew for all watermelons sold.

(4) The Company agrees not to require cutters to work in the afternoon unless necessary to finish the day's order or to provide sufficient work for the pitching crews for the following day.

(5) THIRD CUTTINGS: Company and Union agree that third cuttings in poor producing fields that result in substantially reduced earnings to workers will be negotiated by Company and Union at the time the Company decides on the third cutting. Should the parties fail to reach agreement then the contract wage shall be paid but the matter of an increased rate shall be subject to the Expedited Grievance Procedure.

(6) The Company and Union agree to negotiate the watermelon cut and pitch rates for the 1978 watermelon harvest before April 30, 1978.

S. Past Practices: In accordance with the provisions of ARTICLE 12, Maintenance of Standards, the Company agrees to continue its past practices favorable to the workers including, but not limited to, the following:

(1) The practice of a one (1) hour paid lunch for tractor drivers shall continue. This hour shall not count as time worked.

(2) The Company shall continue its past practice of the daily "compound" for lettuce ground crews.

T. Quality of Field Operation: The Company and Union acknowledge that the quality of field operations and produce is of utmost importance to the Company's reputation and ability to obtain a premium for its produce. Union agrees that it will make every effort to encourage high quality workmanship standards in the field through communication with the workers or through other measures mutually agreeable to Company and Union.

U. 24-Hour Shift Irrigator: The Company shall compute benefit contributions under the provisions of ARTICLE 30, Robert F. Kennedy Farm Workers Medical Plan, ARTICLE 31, Juan De La Cruz Farm Workers Pension Fund, ARTICLE 32, Martin Luther King Fund, and under the qualifying provisions of ARTICLE 22, Vacations, on the



basis of sixteen (16) hours for each twenty-four (24)  
hour shift.

EXECUTED THIS 16 day of April, 1977.

UNITED FARM WORKERS OF  
AMERICA, AFL-CIO,

BY

Leonard Cherry  
Julius Padilla  
Michael Key  
David Hernandez  
Robert A. ...  
Guadalupe ...  
Francisco Repulveda  
Eduardo ...  
Arturo ...

VESSEY AND COMPANY, INC.,

BY

[Signature]

SUPPLEMENTAL AGREEMENT NUMBER 2

SENIORITY

ARTICLE 4, Seniority, of the Master Agreement is applicable to the Company to the extent that it does not differ or conflict with the provisions of this Supplemental Agreement. Wherever this Supplemental Agreement does differ or conflict with the Master Agreement this Supplemental Agreement shall apply and will supersede the Master Agreement.

The Company shall maintain a separate seniority list for each of the following:

- (1) Lettuce ground crews, by crew as follows:
  - (a) Trios (cutters and packers)
  - (b) Closers
  - (c) Loaders
  - (d) Water boy
- (2) Thin and hoe
- (3) Watermelon thinning, weeding and dusting
- (4) Watermelon harvest:
  - (a) Cutting
  - (b) Pitching
- (5) Garlic grading:
  - (a) Loader
  - (b) Forklift

- (c) Dumper
- (d) General labor
- (6) Irrigators
- (7) Sprinkler crew
- (8) Tractor drivers
- (9) Mechanics
- (10) Master list

Where applicable each worker shall have a seniority date with the Company, a seniority date within his or her commodity or crop operation and a seniority date within his or her classification. The Master List shall be by date of hire with the Company and shall include all workers.

A break in seniority in one (1) commodity operation shall not constitute a break in seniority in any other commodity operation. Each worker shall maintain seniority on each list separately until seniority is broken on that list.

Layoffs shall be in order of seniority with the worker having the least seniority being laid off first and the workers with the highest seniority being recalled first.

When a worker is promoted he shall have a date-of-entry

seniority in the new classification but retain his original seniority date for other purposes. A promoted worker shall retain his seniority date in his former classification for a period of one month. However, if a promoted worker is to be laid off because of a permanent elimination of a job he shall be entitled to bump any lesser seniority worker in his former classification.

Temporary vacancies such as those created by a worker's short-term illness, injury or other temporary absence are not subject to posting as described in ARTICLE 4, Seniority, Paragraph D. The Company shall, as far as possible, fill temporary vacancies with seniority workers.

A worker may request, and with the consent of the Company, be granted a layoff out of seniority order as work diminishes, provided there are sufficient workers to complete the work. Such request shall be confirmed in writing to the worker. Except as otherwise agreed, seniority shall not be applied so as to displace (bump) any worker of the Company within an established crew, commodity or area.

LETTUCE GROUND CREWS:

At the start of the operating season workers shall be recalled to work in seniority order.

If there is not enough work for two (2) crews, available work shall be rotated between Crew #1 and Crew #2.

Whenever it is necessary to layoff Crew #3 permanently workers with seniority shall be added to Crews #1 and #2 or shall be entitled to bump workers with less seniority in Crews #1 and #2, depending on the crew size desired by the Company. If necessary, available work shall be rotated between Crews #1 and #2 until the end of the season, in accordance with past practice.

If a crew is to be reduced in the number of workers such reduction shall be by classification within the crew with those workers having the least seniority being laid off first.

A permanent vacancy within a ground crew shall be filled in accordance with ARTICLE 4, Seniority, Section D, with the worker having the highest seniority within the same classification but in another crew having first opportunity to fill the vacancy. If no worker in the same classification in another crew bids the job, the worker with the highest seniority within the lettuce ground crew master list shall be given the next opportunity to fill the job. Temporary vacancies of five (5) days or less may be filled on a voluntary

basis from available workers with preference given to the most seniority worker.

It is understood that an exception shall be made in the application of ARTICLE 4, Seniority, Section B(3), for those workers who in the past have arrived late for the Marana operation because of the overlapping work season in the north. These workers shall have a five (5) day period to respond to recall after work starts without losing seniority, or longer if necessary, provided the worker advises Company by the end of the fifth (5th) day, of the date he plans to arrive.

If the Company begins operating in a new area the Company agrees to meet with the Union Ranch Committee to discuss applicable seniority provisions.

WATERMELON CUTTING:

Because the Company's watermelon harvest was subcontracted in 1976 and will be done by the Company for the first time in 1977, it is understood that preference in the formation of a cutting crew shall be given in the following order:

(1) Cutters who worked the entire watermelon harvest in 1976 and have seniority in the Company's watermelon thin and hoe operation;

(2) Cutters who worked part of the watermelon harvest in 1976 and have seniority in the Company's watermelon thin and hoe operation;

(3) Cutters who have seniority in the Company's watermelon thin and hoe operation; and,

(4) Cutters who have seniority in any commodity or classification within the Company.

The Company shall follow the posting procedure described in Paragraph D of ARTICLE 4, Seniority, in selecting cutters in accordance with Steps (3) and (4) above.

IRRIGATORS:

The current practice of rotating 24-hour shifts among irrigators shall continue in order to provide approximately equal work opportunities to all irrigators.

SENIORITY LISTS:

Appropriate seniority lists shall be posted upon the signing of this Agreement. The seniority list shall include the name of each worker, his Company seniority date, Social Security number and appropriate job or commodity classification and date. The seniority list for year-round workers shall be posted each three (3) months thereafter and the Company shall provide a copy to the local Union field office. The seniority list for each crop operation shall be posted for a

period of two (2) weeks prior to the start of, and at the end of, each operation. The local Union field office shall be given a copy of said seniority lists at the time of posting.

Appeals concerning the accuracy of the lists may be made up to two (2) weeks after each posting is completed. If the dispute remains after two (2) weeks, any unresolved matters relating to the seniority lists may be submitted to the Expedited Arbitration Procedure.

EXECUTED THIS 16 day of April, 1977.

UNITED FARM WORKERS OF  
AMERICA, AFL-CIO,

BY

George Chavez  
Julio Badilla  
Wesley  
David Hernandez  
Robert Lopez  
Handbook Lopez  
Francisco Hernandez  
Ernie Lopez  
Robert Lopez

VESSEY AND COMPANY, INC.,

BY

[Signature]



ARIZONA SUPPLEMENTAL AGREEMENT

THIS AGREEMENT made and entered into on April 16, 1977, by and between VESSEY AND COMPANY, INC., (herein referred to as "Company"), and the UNITED FARM WORKERS OF AMERICA, AFL-CIO, (herein referred to as "Union"), the parties agree as follows:

The provisions of the master Agreement which include all terms, classifications, and conditions of such Agreement are hereby incorporated and made a part of this Supplemental Agreement except where expressly modified by the provisions of this Supplemental Agreement. Where the provisions are modified by this Supplemental Agreement, the Supplemental Agreement provisions shall control.

ARTICLE 1

RECOGNITION

ARTICLE 1, Recognition, of the Master Agreement shall not apply and the following ARTICLE shall apply in place of the Master Agreement ARTICLE:

A. The Company does hereby recognize the Union as the sole labor organization representing all lettuce ground crew employees employed by VESSEY AND COMPANY, INC., in the State of Arizona, (herein called "workers"), and recognizes

and agrees to treat and negotiate with the Union as the sole and exclusive bargaining agent for and on behalf of such workers. Should the Company in the future employ other agricultural employees in Arizona, Company agrees to negotiate wages for these employees and include them within the contract under the same terms and conditions as the lettuce ground crews. The term "worker" shall not include clerical and sales employees, employees covered by existing Union agreements, security employees, 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 and clerical nature but requires the use of independent judgment.

With regard to existing Union agreements, Union does not waive the right to challenge such agreements and asserts the applicability of California law. Should such agreements be declared invalid the Supplemental Agreement regarding Recognition shall apply.

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 all covered workers.

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

C. 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.

D. 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 employees in the bargaining unit to give utmost consideration to supporting and participating in collective bargaining and contract administration functions.

## ARTICLE 2

### UNION SECURITY

ARTICLE 2, Union Security, of the Master Agreement shall not apply and the following ARTICLE shall replace the Master Agreement ARTICLE of the same title:

A. The Company agrees to furnish to the Union in

writing within one (1) week after execution of this Agreement a list of its workers, giving names, addresses, Social Security numbers and type of job classification.

B. The Company agrees to deduct from each worker's pay initiation fees, all periodic dues, and assessments as required by the Union, upon presentation by the Union of individual 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 weekly. 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 employees covered, gross wages, total hours worked per worker, total number of workers and amount of Union dues deducted during such pay period 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.

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

D. The Union asserts that the provisions of the Arizona state law commonly known as "The Right to Work Bill" is unconstitutional and invalid. Should this law be repealed or held invalid, the Union Security clause of the Master Agreement referred to above shall apply in place of this ARTICLE.

EXECUTED THIS 16 day of April, 1977.

UNITED FARM WORKERS OF  
AMERICA, AFL-CIO,

BY

James G. Kory  
Gilbert Padilla

Marshall Kory  
David Hernandez

Robert J. Kory

Frederick J. Kory

Francisco J. Kory

Francis Kory

Antonio Kory

VESSEY AND COMPANY, INC.,

BY

[Signature]  
[Signature]

UNITED FARM WORKERS OF AMERICA, AFL-CIO

AND

VESSEY AND COMPANY, INC.

It is understood that should the Union resolve the 24-hour shift irrigator rate in a way more favorable to the employer with any other produce company engaged in the growing and shipping of fresh vegetables in the Imperial Valley such more favorable rate shall apply to VESSEY AND COMPANY, INC.

EXECUTED THIS 16 day of April, 1977.

UNITED FARM WORKERS OF  
AMERICA, AFL-CIO,

BY

George Chavez  
Julius Padilla  
Michael Leary  
David Hernandez  
Arturo Hernandez  
Guadalupe Hernandez  
Isabel Hernandez  
Elaine Rios  
Antonio Rios

VESSEY AND COMPANY, INC.,

BY

[Signature]  
[Signature]  
[Signature]

UNITED FARM WORKERS OF AMERICA, AFL-CIO

AND

VESSEY AND COMPANY, INC.

The Union agrees that in the application of ARTICLE 13, Supervisors, because of the inconsistent hours required in closing canal gates, that it may be necessary at times for the irrigation foremen, who are presently FRANK VILLEGAS and ISMAEL MACIEL, to close the canal gate after the 24-hour shift irrigator has left. It is understood and agreed by the Company, however, that any exception to supervisors not doing bargaining unit work in accordance with ARTICLE 13 is limited only to the closing of canal gates by the irrigation foremen.

EXECUTED THIS 16 day of April, 1977.

UNITED FARM WORKERS OF  
AMERICA, AFL-CIO,

BY

*Cesar Chavez*  
*Julian Padilla*  
*Marshall Bee*  
*David Hernandez*  
*Alfred J. ...*  
*Guadalupe ...*  
*Francisco ...*  
*Eduardo ...*  
*Antonio ...*

VESSEY AND COMPANY, INC.,

BY

*[Signature]*  
*[Signature]*  
*[Signature]*

TER OF UNDERSTANDING BETWEEN

UNITED FARM WORKERS OF AMERICA, AFL-CIO

AND

VESSEY AND COMPANY, INC.

The Union and the Company agree to a termination date of January 1, 1979. However, should the Union execute a contract with a different termination date with any Produce Company engaged in the growing and shipping of fresh vegetables in California or Arizona during the term of this Agreement, the Company reserves the right to change to that newly negotiated date by giving written notice of its desire to exercise such right.

EXECUTED THIS 16 day of April, 1977.

UNITED FARM WORKERS OF  
AMERICA, AFL-CIO,

BY

Cesar Chavez  
Julian Padilla

Martín R. Chávez

David Hernandez

Arturo Escobar

Guillermo Lopez

Francisco Sepulveda

Ernesto Perez

Arturo Escobar

VESSEY AND COMPANY, INC.,

BY

[Signature]



UNITED FARM WORKERS OF AMERICA, AFL-CIO

AND

VESSEY AND COMPANY, INC.

The Union recognizes in the application of ARTICLE 17, Union Label, that the Company has the following approximate inventory of boxes:

<u>Lettuce:</u>	"Vessey"	30,000	No label
	"Heads Up"	20,000	No label
	"Priority"	13,000	No label
	"Desert Queen"	10,000	Teamster label
<u>Garlic:</u>	"Spice Queen"	13,616	No label
	"Vessey"	5,486	No label
	"Mr. Garlic"	958	No label
	"Fresh Aroma"	3,628	No label

It is agreed that the Company may exhaust this inventory of boxes before mandatory use of the Union Label becomes effective in accordance with the provisions of ARTICLE 17 of this Agreement.

EXECUTED THIS 16 day of April, 1977.

UNITED FARM WORKERS OF  
AMERICA, AFL-CIO,

BY

*[Handwritten signatures of United Farm Workers representatives]*

VESSEY AND COMPANY, INC.,

BY

*[Handwritten signature of Vessey and Company representative]*

UNITED FARM WORKERS OF AMERICA, AFL-CIO

AND

VESSEY AND COMPANY, INC.

In the application of ARTICLE 1, Recognition, and ARTICLE 2, Union Security, it is agreed by the parties that LOUIE DE LEON, currently employed by the Company, salaried and performing the duties of a service truck driver and record keeper, shall retain his non-Union status for as long as he is employed in this position by the Company. It is agreed that this exemption applies to the worker involved and not to the job performed. When MR. DE LEON vacates this position it shall be filled in accordance with the provisions of this Agreement and shall be covered by all terms of this Agreement during the life thereof.

EXECUTED THIS 16 day of April, 1977.

UNITED FARM WORKERS OF  
AMERICA, AFL-CIO,

BY

Sam S. Cherry  
Julius Kachels  
Wesley K. K.  
David Hernandez  
Robert L. K.  
Franklin J. K.  
Francisco R. K.  
Ernest K.  
Arthur K.

VESSEY AND COMPANY, INC.,

BY

[Signature]

UNITED FARM WORKERS OF AMERICA, AFL-CIO

AND

VESSEY AND COMPANY, INC.

It is agreed that the Company shall pay Forty-five Cents (\$.45) an hour for each hour worked since January 1, 1977, to and including March 16, 1977, to each and every hourly paid worker employed by the Company during this period and Two and One-Half Cents (\$.025) for each box of lettuce harvested, to be divided, as agreed upon, among members of the crews employed by the Company during this period. Retroactive pay shall be paid to all eligible workers by April 30, 1977.

EXECUTED THIS 16 day of April, 1977.

UNITED FARM WORKERS OF  
AMERICA, AFL-CIO,

BY

George Skerry

Wesley Kelley

David Dumais

Robert Smith

Franklin D. Lopez

Francisco Lopez

Eduardo Lopez

Antonio Lopez

VESSEY AND COMPANY, INC.,

BY

[Signature]

[Signature]

JUAN DE LA CRUZ FARM WORKERS PENSION FUND

DECLARATION OF TRUST

Non-Member Employer Acceptance of Terms of  
Trust Instrument and Subscription Thereto.

WHEREAS, the undersigned has executed a Collective Bargaining Agreement with the United Farm Workers of America, AFL-CIO, whereby it agreed to contribute to the Juan De La Cruz Farm Workers Pension Fund ten (10) cents per hour, effective April 11, 1977 to and including January 31, 1978 and fifteen (15) cents per hour thereafter, for each and every hour worked by each and every worker covered by said Agreement; and

WHEREAS, the Juan De La Cruz Farm Workers Pension Fund is the formal name of the trust fund established and maintained by the Trustees under that certain instrument, dated August 19, 1975, entitled "Juan De La Cruz Farm Workers Pension Fund Declaration of Trust" (hereinafter referred to as the "Trust Instrument"); and

WHEREAS, the undersigned is an "Employer" within the meaning of Article I, Section 2 of said Trust Instrument and has executed a "Collective Bargaining Agreement" within the meaning of Article I, Section 1(b) of said Trust Instrument; and

WHEREAS, the undersigned not now a party to said Trust Instrument, desires to become a party to said Trust Instrument as provided in, and in accordance with, Section I of Article IX of same, and to enjoy all of the rights and benefits of an "Employer" thereunder.

NOW, THEREFORE, the undersigned, in executing this acceptance instrument, does hereby signify full and complete acceptance of each and every term, condition, provision and obligation contained in said Trust Instrument, and does hereby acknowledge receipt of a copy of said Trust Instrument, as amended from time to time by the Trustees thereunder. In executing this instrument, and thereby subscribing to the Trust Instrument, the undersigned acknowledges that it assumes and becomes bound by all of the obligations imposed by said Trust Instrument, becomes entitled to all of the rights of, and benefits to, an Employer thereunder, and is otherwise subject to said Trust Instrument in all respects as a party thereto and as fully as if the undersigned had been an original party signatory to same.

Dated: April 11, 1977

Vessey and Company, Inc.

Subscribing Employer

By

(Name)

(Title)

# MARTIN LUTHER KING FARM WORKERS FUND

## AGREEMENT AND DECLARATION OF TRUST

### Nonmember Employer Acceptance of Terms of Trust Instrument and Subscription Thereto.

WHEREAS, the undersigned has executed a collective bargaining Agreement with the United Farm Workers of America AFL-CIO, whereby it agreed to contribute to the Martin Luther King Farm Workers Fund five cents (\$.05) per hour, effective April 11, 1977, to and including January 1, 1979, for each and every hour worked by each and every worker covered by said agreement; and

WHEREAS, the Martin Luther King Farm Workers Fund is the formal name of the Trust Fund established by the Trustees under that certain document dated December 18, 1973, and entitled "Agreement and Declaration of Trust" (hereinafter referred to as the "Trust Instrument"); and

WHEREAS, the undersigned desires to become a party to said Trust Instrument as provided in Section 1 of Article VIII of the By-Laws of the Martin Luther King Farm Workers Fund;

NOW, THEREFORE, the undersigned, in executing this instrument does hereby signify full and complete acceptance of each and every term, condition, provision and obligation contained in said Trust Instrument. In executing this instrument, and thereby subscribing to the Trust Instrument, the undersigned acknowledges that it assumes and becomes bound by all of the terms and provisions of said Trust Instrument and is otherwise subject to said Trust Instrument in all respects as fully as if the undersigned had been an original party signatory to same.

Dated April 11, 1977.

Vessey and Company, Inc.  
(Subscribing Employer)

By

(Name)

(Title)

MLK/smr

AGRICULTURAL EMPLOYERS AND FARM WORKERS

HEALTH AND WELFARE FUND AGREEMENT AND

DECLARATION OF TRUST

THE ROBERT F. KENNEDY FARM WORKERS MEDICAL PLAN

Non-Member Employer Acceptance of Terms of  
Trust Instrument and Subscription Thereto.

WHEREAS, the undersigned has executed a Collective Bargaining Agreement with the United Farm Workers of America, AFL CIO, whereby it agreed to contribute to the Robert F. Kennedy Farm Workers Medical Plan sixteen and one-half (16 1/2) cents per hour, effective April 1, 1977, for each and every hour worked by each and every worker covered by said Agreement; and

WHEREAS, the Robert F. Kennedy Farm Workers Medical Plan is the formal name of the health plan established by the Trustees under that certain instrument dated September 17, 1968 entitled "Agricultural Employers and Farm Workers Health and Welfare Fund Agreement and Declaration of Trust" (as amended and reinstated December 5, 1975) (hereinafter referred to as the "Trust Instrument"); and

WHEREAS, the undersigned is an "Employer" within the meaning of Article I, Section 2 of said Trust Instrument and has executed a Collective Bargaining Agreement within the meaning of Article I, Section 1(b) of said Trust Instrument; and

WHEREAS, the undersigned, now a "Non-Member Employer" within the meaning of Article IX of said Trust Instrument, desires to become a party to said Trust Instrument as provided in, and in accordance with, Section 1 of said Article IX of same, and to enjoy all of the rights and benefits of an "Employer" thereunder.

NOW THEREFORE, the undersigned, in executing this acceptance instrument, does hereby signify full and complete acceptance of each and every term, condition, provision and obligation contained in said Trust Instrument, and does hereby acknowledge receipt of a copy of said Trust Instrument, as amended from time to time by the Trustees thereunder. In executing this instrument, and thereby subscribing to the Trust Instrument, the undersigned acknowledges that it assumes and becomes bound by all of the obligations imposed by said Trust Instrument, becomes entitled to all of the rights of, and benefits to, an Employer thereunder, and is otherwise subject to said Trust Instrument in all respects as a party thereto and as fully as if the undersigned had been an original party signatory to same.

Dated: April 11, 1977

Vessey and Company, Inc.

Subscribing Employer

by

(Name)

(Title)

EMPLOYERS' MEMORANDUM OF AGREEMENT, AS AMENDED

THIS AGREEMENT, made and entered into as of July 5, 1972, by and between ALVADIN VINEYARDS, INC., E & J GALLO WINERY MUNCH, MONT LA SALLE VINEYARDS, NOVITIATE OF LOS GATOS, and A. PERELLI-MINETTI AND SONS,

W I T N E S S E T H:

WHEREAS, the above-named Employers and DI GIORGIO FRUIT CORPORATION have heretofore executed Employers' Memorandum of Agreement dated September 17, 1968, and said Employers have also executed a certain instrument dated September 17, 1968, entitled "Agricultural Employers and Farm Workers Health and Welfare Fund Agreement and Declaration of Trust," which said Agreement and Declaration of Trust was agreed to after numerous meetings between representatives of said Employers and representatives of United Farm Workers Organizing Committee, AFL-CIO; and

WHEREAS, DI GIORGIO FRUIT CORPORATION no longer employs farm workers eligible for benefits provided by said Agreement and Declaration of Trust and it is necessary to amend said Employers' Memorandum of Agreement to eliminate DI GIORGIO FRUIT CORPORATION as a party thereto and to make further provision for appointment of Employer Trustees; and

WHEREAS, paragraph 6 of said Employers' Memorandum of Agreement provides for such amendment; and

WHEREAS, other entities employing farm workers have heretofore applied for and have been granted benefits provided by the said Agreement and Declaration of Trust for their said employees and it is likely that still other such entities will make applications for said benefits for their said farm worker employees in the future; and

WHEREAS, it is necessary and desirable that some of such future applicants be so included within said Agreement and Declaration of trust,

NOW, THEREFORE, in conformity with the provisions of paragraph 6 of said Employers' Memorandum of Agreement, said Agreement is hereby amended so that, as amended, said Agreement shall be entitled "Employers' Memorandum of Agreement, As Amended" hereinafter referred to as "Amended Memorandum" and shall supersede said Employers' Memorandum of Agreement dated September 17, 1968, and shall read as follows:

1. Di Giorgio Fruit Corporation is not a party to this Amended Memorandum and shall not vote upon its adoption and shall have no rights or obligations hereunder.

2. The Employer Trustees appointed to represent the Employers in the administration of the responsibilities set forth in that certain document dated September 17, 1968, entitled "Agricultural Employers and Farm Workers Health and Welfare Agreement and Declaration of Trust," shall, in perpetuity, consist of appointees of the following or their successors:

1. Almaden Vineyards, Inc.
2. E & J Gallo Winery Ranch
3. Mont La Salle Vineyards
4. Novitiate of Los Gatos, and
5. A. Perelli-Minetti and Sons.

3. Each such Trustee nominated by any of the foregoing Employers shall not serve unless his appointment is ratified by a majority vote of the above-named Employers.

4. If an Employer Trustee dies, resigns or is removed from office and his employer fails or neglects to appoint a successor Trustee as provided in Section 6 of Article III of said Agreement and Declaration of Trust, such successor Trustee shall be appointed by a majority vote of the Employers listed in Paragraph 2 above.

5. Employers desirous of providing coverage for their employees under the provisions of the above described Agreement and Declaration of Trust, must be admitted to participation therein by a majority vote of the above-named Employers, and shall, as a condition precedent to such admission, sign this Amended Memorandum as provided below.

6. All parties hereto agree that expenses necessarily incurred for their common benefit shall be shared in an equitable manner to be determined from time to time as the need to do so occurs.

7. This Amended Memorandum shall become fully effective and operative when executed by a majority of the Employers listed in Paragraph 2 above.



9. Copies of this Amended Memorandum and any further amendments thereto shall be furnished to the Employee Trustees of that certain Trust described in Paragraph 2 hereof.

IN WITNESS WHEREOF, the parties have executed this Amended Memorandum as of the day and year first above mentioned.

ALMADEN VINEYARDS, INC.

By [Signature]

E & J GALLO WINERY RANCH

By [Signature]

MONT LA SALLE VINEYARDS

By [Signature]

NOVITIATE OF LOS GATOS

By [Signature]

A. PERELLI-MINETTI AND SONS

By [Signature]

In consideration of participation in the benefits provided for in that certain document dated September 17, 1968 and entitled "Agricultural Employers and Farm Workers Health and Welfare Fund Agreement and Declaration of Trust," I agree, on behalf of the Employer named below, that said Employer shall be bound by the conditions and provisions set out in the foregoing Employers' Memorandum of Agreement, As Amended.

Dated: April 11, 1977

Vessey and Company, Inc.

Employer

By [Signature]