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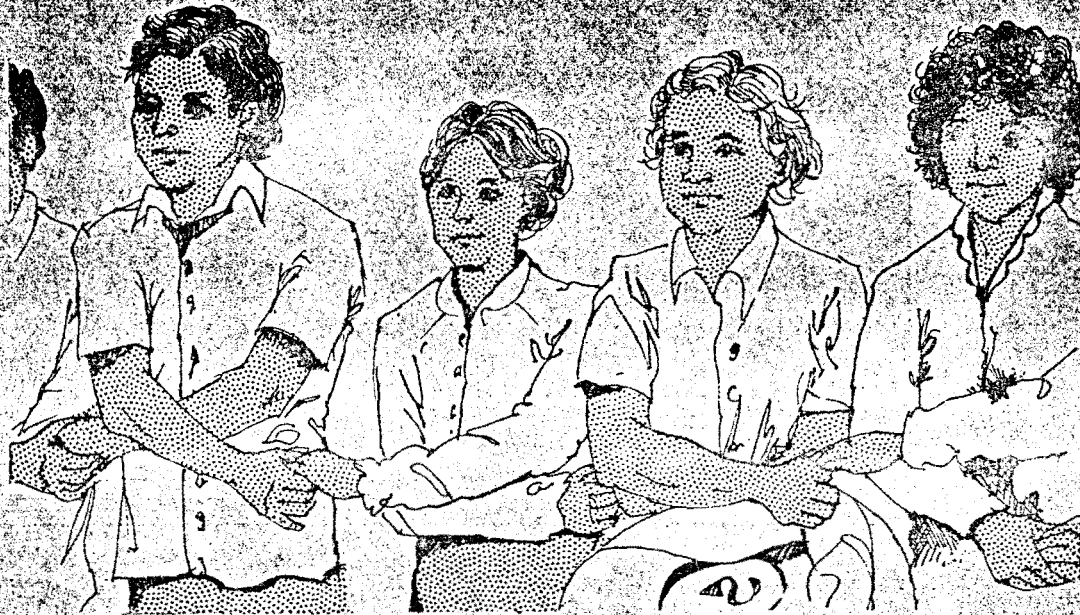
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CONVENIO COLECTIVO  
ENTRE  
VINTNER EMPLOYERS ASSOCIATION  
Y  
UNION DE CAMPESINOS DE AMERICA, AFL-CIO  
1 de enero de 1980 - 31 de diciembre de 1982



COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
VINTNER EMPLOYERS ASSOCIATION  
AND  
UNITED FARM WORKERS OF AMERICA, AFL-CIO  
January 1, 1980 - December 31, 1982



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

VINTER EMPLOYERS ASSOCIATION

AND

UNITED FARM WORKERS OF AMERICA, AFL-CIO

January 1, 1980 - December 31, 1982

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## PARTIES TO CONTRACT

This Agreement entered into the 1st day of January, 1980 by and between the UNITED FARM WORKERS OF AMERICA, AFL-CIO, hereinafter referred to as the Union, and the VINTNER EMPLOYERS ASSOCIATION, hereinafter referred to as Employer.

## WITNESSETH

WHEREAS, pursuant to the intent and purpose of the parties hereto to promote and improve the industrial and economic relations between the Employer, its Employees, and the Union and to establish and encourage the practice and procedure of collective bargaining between the parties hereto, it is agreed as follows:

### ARTICLE 1: UNION RECOGNITION

A. Employer recognizes the Union as the exclusive collective bargaining agent for all of its agricultural employees of Employer (herein called employees) who work in the unit(s) certified by the Agricultural Labor Relations Board, but excluding all office and clerical employees, plant employees, professional employees, security guards and supervisors who have the authority to hire or fire or effectively recommend such action (herein called "supervisors").

B. If an Employer acquires any additional properties by lease, purchase, rent or management for agricultural purposes after the effective date of this Agreement, which unit is subsequently certified by the Agricultural Labor Relations Board, then that unit shall be included under the terms of this Agreement.

C. Employer agrees that no business device including joint ventures, partnerships or any other forms of agricultural business operations shall be used by Employer for the purpose of circumventing the obligations of this Agreement. In the event that it is found by an arbitrator according to the grievance procedure that Employer is part of a joint venture, partnership or any other form of agricultural business operation for the purpose of circumventing the obligations of this Collective Bargaining Agreement, Employer agrees to recognize Union as the exclusive bargaining agent for all of the agricultural workers working under such joint venture, partnership or any other form of agricultural business operation and this Agreement shall apply.

D. Employer 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 employees.

E. Employer and its representatives will make known to all employees, supervisors and officers its policies and commitments as set forth above with respect to recognition of the Union and that employees in the bargaining unit should give utmost consideration to supporting and participating in collective bargaining and contract administration functions.

F. The Employer or its representatives will not interfere with the right of any employee to join and assist the Union, and will make known to all employees that they will secure no advantage, more favorable consideration, or any form of special privilege because of non-participation in Union activities.

#### ARTICLE 2: MANAGEMENT RIGHTS

In order to operate its business, Employer 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 3: MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment relating to wages, hours of work and general working conditions shall be maintained at no less than the highest standards in effect at the locations covered by this Agreement at the time of the signing of this Agreement and conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

#### ARTICLE 4: MUTUAL RESPECT AND OBLIGATIONS

Employees shall have the right to be free from arbitrary and unfair actions by the Employer. All employees shall recognize their obligations in carrying out their job responsibilities and assignments, and subscribe to the belief that there shall be a fair day's work for a fair day's pay.

#### ARTICLE 5: NO DISCRIMINATION

In accord with the past and present policies of the Employer and of the Union, it is agreed that neither party will discriminate against any employee on the basis of race, creed, color, sex, religion, national origin, political beliefs, or age in violation of federal or California law; neither shall there be discrimination nor language written or spoken:

Except for the job classifications of mechanics, storekeeper/supply room, and equipment service language written or spoken will not be a requirement of the job. Language requirements of the aforementioned job classifications must be related directly to the job to be performed.

#### ARTICLE 6: APPLICATION OF AGREEMENT

This Agreement shall be binding upon the parties hereto, their successors and assigns. In the event an operation is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof. The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, leasee, assignee, etc., of the operation covered by this Agreement or any party thereof. Such notice shall be in writing, with a copy to the Union at the time the seller, transferer, or lessor executes a contract or transaction as herein described.

ARTICLE 7: SUPERVISORS AND BARGAINING UNIT WORK

A. Supervisors outside of the bargaining unit shall not perform work regularly performed by employees in the bargaining unit except for instruction, training, experimental and development work, including the improvement of processes and testing of equipment and emergencies, unless otherwise provided by supplemental Agreement.

B. The Employer agrees that this section shall not be used for the purpose of avoiding the recall of bargaining unit employees from layoff or displacing bargaining unit employees from work they normally perform.

ARTICLE 8. NEW OR CHANGED OPERATIONS

A new or changed operation or new or changed classification and applicable wage or piece rates may be established and made effective by the Employer in accordance with the following procedure:

A. The Employer shall notify the Union of its intended action in writing prior to the establishment of the applicable wage or piece rate.

B. The Union, if it questions the Employer's action, shall do so in writing within five (5) days of the Employer's notice, and the parties shall meet with the Employer within five (5) days of such written notice for the purpose of arriving at an agreement on the intended action, fifteen (15) days after the Employer's written notice, if no agreement has been reached earlier, then the Employer may make the wage or piece rate effective.

C. If the Union thereafter still objects to the Employer's action, it may submit in writing within ten (10) days of the Employer's action the matter to the Arbitrator provided for in the grievance procedure, who shall decide the dispute.

D. The scope of such arbitration shall be the establishment of the job classification, the job content and the job wage or piece rate.

E. The Employer shall not change or modify any present job so as to remove it from the bargaining unit.



## ARTICLE 9: SUBCONTRACTING

The parties understand and agree that the hazards of agriculture are such that subcontracting by the Employer is necessary and proper. They also understand and agree that the Employer should not subcontract to the detriment of the Union or bargaining unit employees by subcontracting work which in the past has been customarily and normally performed by employees of the Employer, for example, grafting and driving of stakes. They consequently agree that the Employer shall have the right to subcontract as it has in the past, if (1) the employees covered by this Agreement do not have the skills to perform the work, or (2) the Employer does not have the necessary equipment to do the work and the contractor supplying such equipment insists on using his own equipment operators, viz, for aerial dusting and spraying; ground spraying with poisonous spray; ground spraying requiring special equipment; contract grape hauling by truck; installation of permanent sprinkler pipes; major maintenance work, i.e., plumbing, electrical, carpentry, etc.; opening ditches and laying drain tile; major maintenance work on tractors and other equipment; and the like. The foregoing are examples only and are not intended as limitations on the Employer's right to subcontract. In those instances where the Employer does not have the equipment he will make a good faith effort to lease equipment to be operated by his employees. If the Employer is unable to obtain the equipment on that basis he will be free to lease the necessary equipment with operators and maintenance personnel only. The Employer shall make available upon request the appropriate information documenting such efforts as referred to above. Reasonable advance notice will be given when subcontracting is to be done. At the request of the Union, contract grape hauling can be the subject of future discussion if conditions in the industry change with respect to this subject.

## ARTICLE 10: DISCHARGE

A. Employer shall have the sole right to discipline and discharge employees for just cause, providing that in the exercise of this right it will not act in violation of the terms of this Agreement.

B. Prior to any discharge, the Employer shall notify the steward or other Union official and such Union representative shall have the right to be present when formal charges are made. Provided, however, if a situation occurs in a remote area, wherein the Employer deems it necessary to take action and no steward or Union representative is available, the Employer 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 employees 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 performance in relation to piece rate, or incentive plans, shall not be conclusive evidence for the purpose of disciplining or discharging an employee. This provision shall not, however, constitute any limitation on any of the Employer's rights to discipline or discharge for unsatisfactory work performance.

## ARTICLE 11: NO STRIKE OR LOCKOUT

A. There shall be no strikes or boycotts or any slowdowns against the Employer or its products during the term of this Agreement, and there shall be no lockout against the employees during the term of this Agreement.

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

C. The parties understand and agree that "slowdown" constitutes an organized attempt to lessen the work pace in form of protest and shall not be interpreted to mean a difference of opinion as to whether or not employees are performing at the pace desired by the Employer.

ARTICLE 12. WORKER SECURITY

A. Employer agrees that any employee may refuse to pass through any lawful and bona fide picket line of another Employer which is sanctioned by the Union.

B. No employee 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.

## ARTICLE 13: UNION SECURITY

A. Union membership shall be a condition of employment. Each employee shall be required to become a member of the Union immediately following five (5) continual calendar days of employment and to remain a member of the Union in good standing. Union shall be the sole judge of the good standing of its members. Any employee who fails to become a member of the Union within the time limit set forth herein, or who fails to pay the required initiation fee, or regularly authorized dues and/or assessments as prescribed by the Union or who has been determined to be in bad standing by the Union shall be immediately suspended or discharged upon written notice from Union to Employer. Said notice shall specify whether employee in bad standing is to be suspended or discharged. The preceding sentence is not intended to limit the grounds for determination of good standing.

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

C. The Employer agrees to deduct from each employee's pay all authorized initiation fees, dues, and assessments as required by Union, upon presentation by the Union of individual authorizations signed by employees, directing Employer to make such deductions. Employer shall make such deductions from the employee's pay for the payroll period specified on authorization immediately following receipt of such authorization and periodically thereafter as specified on authorization so long as such authorization is in effect and shall remit same to Union weekly. The Union will furnish the forms to be used for authorization and will notify the Employee in writing of dues and assessments within five (5) days of the execution of this Agreement and five (5) days before the effective date of any change. A monthly summary report containing the names of the employees, social security numbers, payroll periods covered, gross wages, total hours worked per employee, total number of employees, Union initiation fees, dues and assessments deducted per employee shall also be prepared and submitted to Union as soon as possible but not later than the twentieth (20th) day of the following month.

D. Union shall indemnify and hold Employer 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 Employer for the purpose of compliance with any of the provisions of this Article. The Employer agrees to cooperate with whenever the Union designates for a Union membership inspection to be conducted periodically.

E. If the Employer has now, or obtains during the life of the contract, the equipment, or service, to produce punch cards or magnetic tape, it will make available to the Union, at the Union's expense, duplicates of said punch cards or magnetic tapes within a reasonable time.

#### ARTICLE 14: HIRING

A. Whenever the Employer requires additional or new employees, to perform any work covered by this Agreement, it shall notify the Union in writing, stating the number of employees needed, the type of work and the approximate duration thereof. Said preliminary notice shall be given approximately two (2) weeks prior to the estimated hiring date. The Employer shall give the Union further notice, fixing the exact hiring date at least seventy-two (72) hours prior to the date for actual commencement of work. It is recognized that there are many occasions when additional employees, including replacements, are needed under circumstances not permitting the length of notice stated above. In such cases the Employer will give the Union as much notice as it has itself.

B. Upon receipt of such notice, the Union shall use its best efforts to furnish the requested number of employees. If the Union is unable to furnish the requested number of employees, the Employer shall be free to hire needed employees from any other source. If the Employer hires employees from other sources, it will advise the Union in writing within forty-eight (48) hours thereafter of the names, addresses, social security numbers, job classifications of all employees so hired, provided, however, that the Union shall be entitled, acting on its own, to ascertain such information from such employees at any time after twenty-four (24) hours following the hiring of such employees. Such employees shall be subject to the provisions of section 13 of this Agreement.

C. For jobs which require skills or experience, such as tractor drivers, irrigators, etc., the Union will only refer persons who meet the job requirements. Before the Employer makes a determination that a referred employee does not meet the job requirement, the supervisor will fully explain the job duties and requirements, and give the employee a reasonable time to meet the job requirements.

D. The number of employees requested by the Employer shall be reasonably related to the amount of work to be performed.

## ARTICLE 15: SENIORITY

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

B. After an employee has worked for the Employer five (5) days within the preceding ninety (90) calendar days, the employee shall acquire seniority on the fifth (5th) day of work, retroactive to their date of hire. Any new employee may be terminated by the Employer at any time during the probationary period for work performance only and such employee shall not have recourse to the Grievance and Arbitration Procedure, provided said employee was given sufficient instruction and reasonable time to perform the job. The employee shall be entitled to all benefits of the Agreement during this probationary period except as modified above. Seniority shall be broken 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 to Employer.
4. When the employee has been absent from work for three (3) consecutive days and has failed to properly notify the Employer.
5. When the employee fails to report to work at the termination of a leave of absence or vacation without an approved extension or accepts employment with another Employer as per Section B, Article 8, Leave of Absence of this Agreement.
6. When any employee leaves the bargaining unit to accept a supervisory or other position with the Employer outside the bargaining unit.

The Employer will provide, on a monthly basis, a list of employees by name, social security number, seniority date, and job classification that broke seniority during the prior month pursuant to this Section. During the recalls for the harvest and pruning, the Employer will provide this information on a weekly basis.

C. When filling vacancies, new jobs, making promotions, demotions, transfers, layoffs, recall from layoff or reclassification, preference shall be given to employees with the greatest seniority provided they have the qualifications to perform the work under normal supervision

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

D. Whenever there is a layoff in any job classification, layoffs shall be by seniority order, with the employee with the lowest seniority laid off first; provided, however, that such employee shall be pooled with employees in the classifications of general labor, pruning or harvesting, with layoff then being from those job classifications by seniority order, with the employees with the lowest seniority laid off first.

In the event that when a layoff occurs there is no work available in the classification of general labor, pruning, harvesting or all the employees working such classifications have higher seniority than an employee who is to be laid off, but there are employees in other classifications with a lower date of hire seniority in which such employee has worked in the past, with equal or lower pay, then such employee shall have the right to bump employees in such classification.

It is understood that except for layoffs and recalls, there shall be no bumping. During the harvest, seniority shall not be applied so as to displace (bump) any employee within an established crew or area, except that when there is more than two (2) days layoff difference between crews or areas employees shall have the right to bump.

E. Whenever the Employer recalls seniority employees, the Employer shall recall by seniority order, with the employee with the highest seniority recalled first.

F. Employees reduced or laid off from any classification upon restoration of work force or recall shall return in seniority order to the classification from which they were reduced or laid off.

G. An employee assigned to a job classification shall not work in another job classification where there are employees with higher seniority on layoff, provided, however, that such an employee may work in another job classification temporarily to complete a day's work, but in no event shall such employee work more than four (4) hours in another classification within any one (1) week.

H. Whenever a vacancy occurs in a job classification with a higher rate than general labor, such vacancy shall be posted on the Employer's bulletin boards. A copy of such posting shall be provided the Ranch Committee. The posting shall be made at least five (5) days before the vacancy is permanently filled. Employees with seniority desiring consideration or the higher rated job will so indicate by signing the posting. The senior employee, provided he or she has the qualifications to perform the work under normal supervision with reasonable efficiency, shall be selected for the vacancy and he or she shall be given a fair opportunity to quality. If such employee cannot satisfactorily perform the job, he or she shall return to his or her former classification and rate.

I. The Employer, when anticipating the recall of seniority employees, shall notify the employee and the Union in writing, approximately two (2) weeks prior to the estimated starting date of the work and the approximate duration thereof, and such notice shall include employee's name, social security number, seniority date, job or classification. Notice of recall shall be a joint recall bearing the title of the Employer and the Union.

All notices of recall shall be in writing as per attached form in Appendix C of this Agreement. All notices shall be mailed First Class. When recall letter sent to employees is returned to Employer with Postal Service notification of non-delivery, the Union shall be notified of employee's name and the address from which letter was returned. The Employer shall make available to Union any returned letter and envelope upon request.

J. It shall be the responsibility of the employees to notify the Employer of their mailing address before a layoff and of any change of address when on layoff.

K. All employees returning to work on recall according to Section E and I above shall check in with the Union Steward or other Union representative on the job site to verify the employee's name is on the seniority list before commencing work.

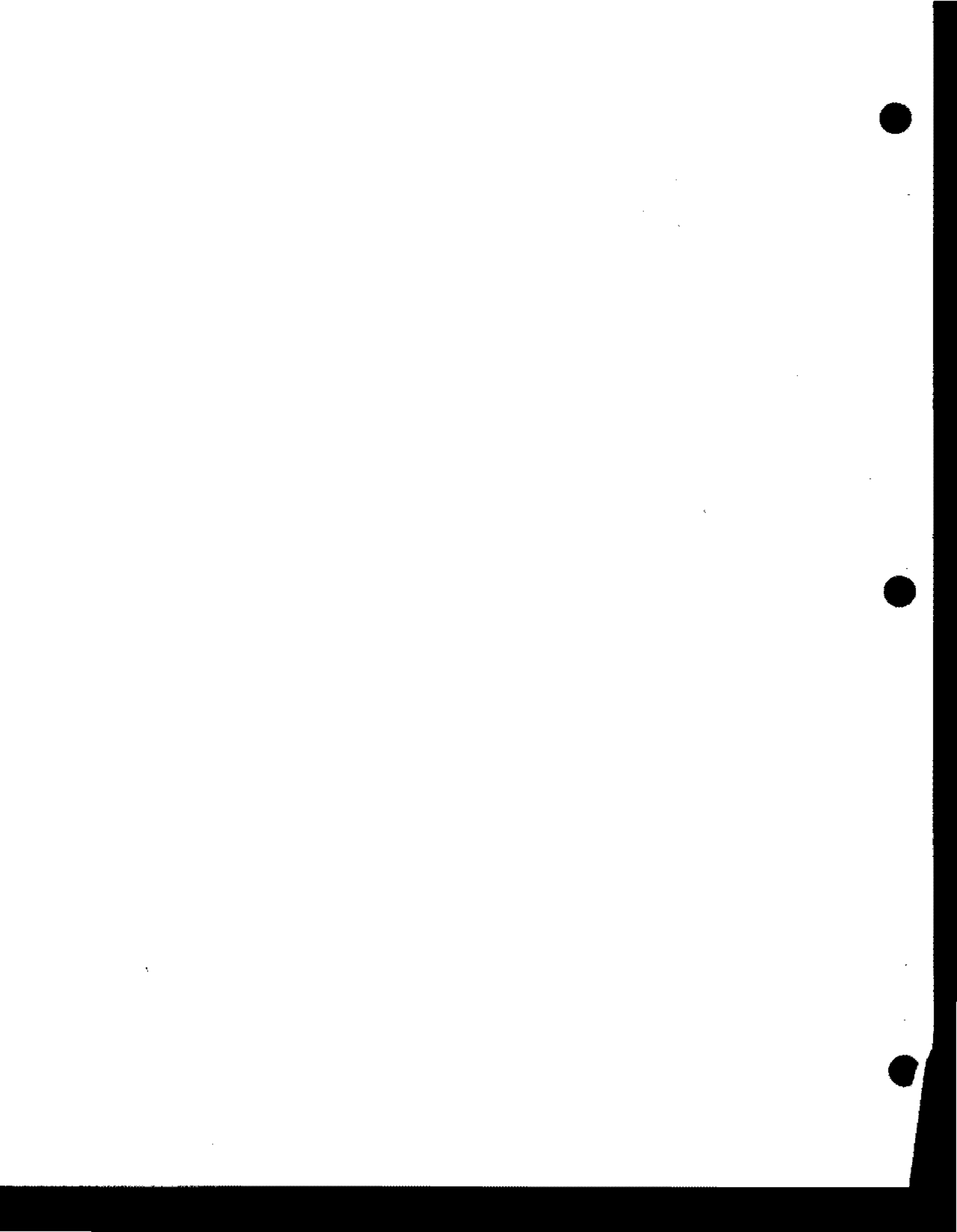
L. Employer will notify the Union in advance of layoff, within seven (7) days, or as quickly as possible prior to layoff, and will furnish the Union with a list of those employees who have been laid off within twenty-four (24) hours or as quickly as reasonably possible thereafter.

M. Beginning with the signing of this Agreement and each



two (2) weeks prior to the start an opertion or each three (3) months thereafter, whichever comes first, the Employer shall provide the Union with an up-to-date seniority list showing the names of each employee, his or her seniority date, Social Security number and job classification. The Employer shall post such seniority list on the Employer's bulletin board.

If a question arises concerning the accuracy of the lists, the Union and Employer have up to two (2) weeks after the posting is completed to resolve the dispute, provided however, that an employee not on the Employer's payroll during such two (2) week period, shall have up to ten (10) work days to protest the accuracy of the seniority list, after he or she returns to Employer's payroll, or if an employee is not recalled, such employee shall have the right to protest the accuracy of the seniority list upon discovery thereof. If the dispute remains after the above mentioned periods, the dispute shall be subject to the Grievance and Arbitration Procedure.



ARTICLE 16: HEALTH AND SAFETY

A. The Employer and Union are interested in the health and safety of employees while working with the Employer. 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. Employer recognizes that use of certain chemicals may be injurious to farm employees. The use of such chemicals injurious to farm employees must be such so as not to cause injury to employees. Employer 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.
7. Safe re-entry date and time after application.

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

C. No employee shall be required to work in any work situation which would immediately endanger his or her health or safety. When agricultural chemicals are to be applied, the Employer shall advise all employees working in the immediate area prior to the application. Re-entry into treated fields shall be in accordance with label requirements. Employees shall be advised of applicable re-entry periods.

D. In accordance with law, there shall be adequate toilet facilities, separate for men and for women in the field readily accessible to employees, that will be maintained by the Employer 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 employees. 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 employee's person shall be provided, maintained and paid for by the Employer. 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 broken and not returned. Receipts for returned equipment shall be given to the employee by the Employer.

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

H. When a employee who applies agricultural chemicals is on the Employer payroll, one baseline cholinesterase test and other additional tests shall be taken on those employees so employed at Employer's expense when organo-phosphates are used and, if requested, results of said test(s) shall be given to an authorized Union representative.

One (1) physical examination per year shall be provided to each tractor driver at the Employer's expense. The results of said examination shall be given to the employee or to an authorized Union representative.

I. Each employee shall have a paid rest period of fifteen (15) minutes for each four (4) hours, or a major fraction thereof, to be taken insofar as practical in the middle of each work period.

#### ARTICLE 17: HOUSING

Housing on an Employer's premises shall continue at no less than existing practices of each Employer and shall be made available on a non-discriminatory basis without favoritism and the factors of race, color, creed, religion or national origin shall not be considered in the assignment of housing.

#### ARTICLE 18: LEAVE OF ABSENCE - ILLNESS OR PERSONAL BUSINESS

A leave of absence without pay shall be granted to employees on the seniority list for any of the following reasons without loss of seniority:

A. Up to one (1) year for personal illness or physical incapacity requiring absence from the job. The Employer may require substantiation by Doctor's Certificate or other adequate proof of illness.

B. Up to thirty (30) days for valid personal reasons if

proper written notification is given to the Employer and the Union.

Leaves for illness, physical incapacity or valid personal reasons may be extended by the Employer, if a request for such an extension is made by the Employee in writing to the ranch office 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 their request for a leave of absence for valid personal reasons, if the employee because of a special circumstance will need additional time.

The granting of a leave of absence for valid personal reasons under this subparagraph (B) is contingent upon the Union furnishing the Employer with qualified replacement for any employee who desires such leave of absence, and is further contingent upon the employee not engaging in other employment during such leave of absence. If the leave of absence is found to have been obtained by fraud or misrepresentation the employee may be subject to discharge.

C. Up to one (1) year for maternal responsibilities including both prenatal and post-natal periods. The commencement of such leave will be at the discretion of the employee.

D. Up to one (1) year for the purpose of further training or education, provided that the Employer may require proof of enrollment in a training or education program. This paragraph is intended for the use of employees who wish to avail themselves of a training or educational program and not intended for the use of students to complete their secondary or college level education.

ARTICLE 19: LEAVES OF ABSENCE FOR UNION BUSINESS

A. Any employee elected or appointed to an office or position in the Union shall be granted a leave of absence for the period of continuous service with the Union not to exceed two (2) years. Fifteen (15) days written notice must be given the Employer before the employee 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 leave of absence without pay shall also be granted for temporary leave to conduct Union business provided reasonable written notice is given. The Employer and the

Ranch Committee shall continue the past practice of cooperating in order that employees remain in the job positions which must be performed on the day(s) of the leave.

C. The leaves of absence referred to in subparagraph (B) above shall not apply in critical periods such as harvesting, frost protection and the last week of pruning if it would harm the Employer's operation.

#### ARTICLE 20: MILITARY LEAVE

An employee of the Employer who serves his country pursuant to the Selective Service Act shall not lose any seniority, job rights, or other benefit. Upon return from such service, such employee shall be granted a job equal to that he would have had with the Employer had he remained in the Employer's continued employ.

#### ARTICLE 21: RIGHTS OF ACCESS TO EMPLOYER'S PROPERTY

A. The Employer agrees to admit to the Employer's property covered by this Agreement the authorized representatives of the Union for the purposes of observing the application of this Agreement, and adjusting grievances. Union representatives shall advise the Employer of such visits in advance by notifying the Director of Personnel or his designated representative. The Union shall also notify the Employer of the names of all of its authorized representatives.

B. In the exercise of the foregoing privilege there shall be no unnecessary interference with the productive activities of the employees.

#### ARTICLE 22: BULLETIN BOARDS

The Employer will provide bulletin boards placed at such central locations as the Union may designate, subject to the approval of the Employer, upon which the Union may post its formal notices.

#### ARTICLE 23: TAX WITHHOLDING

The Employer shall deduct Federal and State income tax in accordance with standard practices, with scaled dependent deductions, for employees agreeing in writing to such withholding. This section shall only apply if permitted by Federal and State law and the employee agrees to both deductions. Such agreement shall be binding on such employee during his/her employment with the Employer for the

balance of the calendar year and each year thereafter, subject to written revocation on the agreement prior to the start of each calendar year.

#### ARTICLE 24: CREDIT UNION WITHHOLDING

Upon proper written employee authorization, deductions as provided in such authorization shall be made by the Employer for the Farm Workers Credit Union, and such monies forwarded monthly with a summary report showing names of employees, social security numbers and amount of deductions to the Farm Workers Credit Union, P.O. Box 62, Keene, CA 93531, or such other address as designated by the administrator of the Fund.

#### ARTICLE 25: RECORDS AND PAY PERIODS

A. Full and accurate records shall be kept, including total hours worked, piece rate or incentive records, total wages and total deductions. Employees shall be furnished a copy of the itemized wages and itemized deductions each pay day, which shall include, insofar as possible, the employee's hourly rate of pay, hours worked, cumulative hours to date, wages earned, cumulative wages to date, and piece rate production records, ie. rate paid and units produced. Due to the fact that Mistral Vineyards is the only member of the Association who is unable to include all of the above items on the employee's check stub, Mistral Vineyards agrees to provide the Union representative with a copy of the monthly reports to the Robert F. Kennedy Farm Workers Medical Plan and the Juan De La Cruz Farmworkers Pension Plan, and a quarterly report of total hours worked and hours paid for the Robert F. Kennedy Farm Workers Medical Plan in lieu of including accumulated hours on the check stub.

B. Union shall have the right to examine time sheets, work production or other records that pertain to employees compensation, and fringe benefits, in case of a dispute as to fund contribution and/or pay.

#### ARTICLE 26: GRIEVANCE AND ARBITRATION PROCEDURE

A. The parties to this Agreement agree that all disputes which arise between the Employer 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 persons with respect to any dispute involving this Agreement until the Grievance Procedure has

been exhausted. Any claim by Union that action on the job of any non-bargaining unit employee is disrupting harmonious working relations may be taken up as a grievance.

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

In the event the Employer requests a grievance meeting during regular working hours, the time lost by the grievant(s), the Steward(s) and Grievance Committee shall be without any loss of pay.

C. Aggrieved employees shall have the right to be present at each step of the procedure. The Employer agrees to cooperate to make Union Stewards available to an employee or group of employees wishing to submit a grievance, and to make the Grievance Committee available whenever their presence is required to perform their functions under this Agreement.

D. Grievances dropped by either party prior to an arbitration hearing shall be considered as withdrawn without prejudice to either party's position on a similar matter in the future.

E. First Step: Any grievance arising under this Agreement shall immediately be taken up between the Employer's supervisor involved, and the Union Steward. They shall use their best faith 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. Failure to file the grievance in writing within thirty (30) days from the date the grievance came to the attention of the moving party shall constitute a waiver of said grievance, provided however, that a grievance on discharge shall be filed within five (5) days from the date that written notification is given the Union and failure to file such a grievance within said five (5) days shall constitute a waiver thereof.

F. Second Step: Any grievance not satisfactorily resolved in the First Step shall within ten (10) days thereafter, be discussed in a meeting between the Grievance Committee and the Employer's representative designated to resolve such matters. A representative of the Union shall also participate in such meeting unless the Union representative authorizes the Committee to proceed and so advises the Employer. 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 position including reason for denial. The failure of the grieving party to appeal to the second step within thirty (30) calendar days from the date the grievance came to the attention of the moving party shall waive the grievance.

G. Third Step: If the parties cannot resolve the dispute in Step 1 or 2 above, the grieving party must within thirty (30) days after the last meeting notify the Employer in writing of its intention to submit the grievance to arbitration. If said written notice is not given within the thirty (30) day period, the grievance shall be deemed waived and abandoned.

H. Selection of the Arbitrator: The parties will make a good faith effort to agree to a permanent arbitrator. In the event the parties are unable to agree, and not later than ten (10) days from receipt of the first request for arbitration they shall meet to select a list of arbitrators as follows:

1. A panel of nine (9) arbitrators shall be requested from the Federal Mediation and Conciliation Service.

2. Within five (5) working days after receipt of the arbitration panel, the parties shall meet to select and place in numerical order the arbitrators through the process of elimination by alternately striking one name; the first one struck will be number 9, second one struck shall be number 8, etc. The remaining name shall be number 1 on the list.

3. A flip of coin shall determine who shall strike the first name.

I. In the event the parties select a list of arbitrators, a dispute submitted for arbitration shall be filed and presented to an arbitrator selected from the following panel in the order listed below.

The number one (1) arbitrator shall be selected to conduct the arbitration. If the first name is unavailable, unable or unwilling to serve, the next named arbitrator in the order listed below shall be selected.

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

- 7.
- 8.
- 9.

The panel will be utilized during the term of this Agreement, provided, however that every twelve (12) months, either party may request a new list of arbitrators and the selection procedure shall be according to Section H above.

J. The Arbitrator shall consider and decide the grievance(s) referred to him or her and in cases where more than one grievance is referred to arbitration, they will be heard at the same hearing. The Arbitrator shall have no authority or jurisdiction to modify, detract from or alter any provisions of this Agreement. The Arbitrator shall have the authority to revoke or modify any form of discipline and in all cases award back pay if he or she determines for any loss of earnings from the Employer. He or she must render a decision in writing to the parties within fifteen (15) days from the date of the closing of the hearing. The Arbitrator shall have access to Employer's property if necessary.

K. The decision of the Arbitrator shall be binding on the Employer, the Union, and the employees.

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

#### ARTICLE 27: MODIFICATION

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

#### ARTICLE 28: WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be

obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement, provided, however, that this waiver shall not be applicable to the creation of new jobs, changes in existing jobs, classifications or changes in existing practices with respect to hours or conditions of work.

#### ARTICLE 29: 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 the 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 the Agreement ineffective or work a termination.

#### ARTICLE 30: MECHANIZATION

A. The Union recognizes that emergencies such as but not limited to, rain, frost, or the inability of the Union to provide the requires personnel, could result in serious damage to, or loss of the crop. Therefore, the Union agrees that after it has received evidence that serious damage to or loss of crop will result, the Employer may utilize the number of mechanical harvesters needed to avoid such damage to or loss of crop, provided, however, that such mechanical harvesters shall not be used to the detriment of the Union or bargaining unit employees nor to displace employees from harvesting crops which have not been or are not destined to be damaged or lost.

B. Except for those situations covered in Section A above, the introduction of mechanical harvesting equipment may be accomplished in the following manner.

1. The Employer will notify the Union sixty (60) days in advance of its intention to introduce and/or increase the number of mechanical harvesters.

2. The Employer will advise the Union of the areas in which mechanical harvesters will be used, the acres, blocks, and varieties which will be harvested mechanically, of any job positions created by the introduction of mechanical harvesting equipment, and any other relevant information (i.e. related to the introduction of, increase in the number

of, and/or the effects of mechanical harvesting upon the bargaining unit employees) which is necessary for the Union to bargain intelligently and responsibly with regard to the effects of said mechanical harvesters.

3. The Employer agrees to give seniority employees first preference for all job positions in accordance with Section C of Article 15, Seniority, and to pay all costs in connection with the training of employees to operate the mechanical harvesting machines.

4. The Employer agrees to bargain pursuant to Article 8, New and Changed Operations, the rates of pay, working conditions, and training for all new job classifications created by the introduction of mechanical harvesting machines; and bargain seniority or other adjustments which may be called for according to the effects of the introduction and/or increase in number of the mechanical harvesters.

5. Introduce the machines in the following fashion only:

a. In the first harvest season under this Agreement, a maximum of twenty per cent (20%) of the Employer's acreage may be mechanically harvested. The work schedule (hours and days) of the mechanical harvester(s) and the grapes picked by such harvesters shall not prevent bargaining unit employees from working a normal work day in accordance with Article 31, Hours of Work and Overtime. All employees with Company seniority, regardless of their classification, as of July 31, 1980, shall be entitled to be called to the picking. The Employer shall guarantee and pay for all bargaining unit employees, hourly or piece rate, no less than hours equivalent to hours worked in 1979 to be counted and paid for the purpose of vacations, Juan De La Cruz Farmworkers Pension Plan, and Robert F. Kennedy Farm Workers Medical Plan. The Employer shall also guarantee said employees earnings no less than the equivalent of their 1979 picking earnings multiplied by the percentage increase negotiated for 1980 in their job classification, piece rate or hourly. (For example, in 1979 an employee earned \$1000 during the harvest season. In the 1980 harvest season said employee shall be paid no less than  $\$1000 \times 115\% = \$1150.$ )

b. In the second year under this Agreement, a maximum of twenty percent (20%) of the Employer's acreage may be mechanically harvested. The work schedule (hours and days) of the mechanical harvester(s) and the grapes picked by such harvester(s) shall not prevent bargaining unit employees from working a normal work day in accordance with Article

31, Hours of Work and Overtime. All employees with seniority in the Company, regardless of their classification, as of July 31, 1981, shall be entitled to be called to the picking. The Employer shall guarantee and pay for all bargaining unit employees, hourly or piece rate, no less than hours equivalent to hours worked in 1979 to be counted and paid for the purpose of vacations, Juan De La Cruz Farmworkers Pension Plan, and Robert F. Kennedy Farm Workers Medical Plan. The Employer shall also guarantee said employees earnings no less than the equivalent of their 1979 picking earnings multiplied by the accumulated percentage increase negotiated for 1980 and 1981 in their job classification, piece rate or hourly. (For example, in 1979 an employee earned \$1000 during the harvest season. In the 1981 harvest season said employee shall be paid no less than  $\$1000 \times 122.5\% = \$1225$ .) Almaden Vineyards shall pay the guarantee for piece rate workers in accordance with Supplemental Agreement #2.

c. In the last year of the contract, a maximum of thirty percent (30%) of the Employer's acreage may be mechanically harvested. The work schedule (hours and days) of the mechanical harvester(s) and the grapes picked by such harvester(s) shall not prevent bargaining unit employees from working a normal work day in accordance with Article 31, Hours of Work and Overtime. All employees with seniority in the Company, regardless of their classification, as of July 31, 1982, shall be entitled to be called to the picking. The Employer shall guarantee and pay for all bargaining unit employees, hourly or piece rate, no less than hours equivalent to hours worked in 1979 to be counted and paid for the purpose of vacations, Juan De La Cruz Farmworkers Pension Plan, and Robert F. Kennedy Farm Workers Medical Plan. The Employer shall also guarantee said employees earnings no less than the equivalent of their 1979 picking earning multiplied by the accumulated percentage increase negotiated for 1980, 1981, 1982 in their job classification, piece rate or hourly. (For example, in 1979 an employee earned \$1000 during the harvest season. In the 1982 harvest season said employee shall be paid no less than  $\$1000 \times 130.5\% = 1305$ .) Almaden Vineyards shall pay the guarantee for piece rate workers in accordance with Supplemental Agreement #2.

d. Employee's guarantees may be reduced proportionate to the days of work available to that employee and to the number of days of absence of that employee in accordance with the following:

- 1) An employee who is provided work for less than

on-half (1/2) of of the total work days in the harvest season may be absent for up to three (3) work days for satisfactory reasons without suffering a loss of guarantees due. Absences in excess of three (3) work days shall work a proportionate reduction of the employee's guarantees in accordance with d(5) below.

2) An employee who is provided work for one-half (1/2) but less than three quarters (3/4) of the total work days in the harvest seasons may be absent for up to four (4) work days for satisfactory reasons without suffering a loss of guarantees due. Absence in excess of four (4) work days shall work a proportionate reduction of the employee's guarantees in accordance with d(5) below.

3) An employee who is provided work for three-quarters (3/4) of the total work days in the harvest season may be absent for up to five (5) work days for satisfactory reasons without suffering a loss of guarantees due. Absences in excess of five (5) work days shall work a proportionate reduction of the employee's guarantees in accordance with d(5) below.

4) Any employee who is absent on scheduled work days due to unsatisfactory reason shall have his/her hourly guarantee and earnings guarantee reduced by the percentage equal to the number of day missed due to unsatisfactory reasons divided by the total number of work days provided to that employee in that harvest season.

5) Any reduction worked on the guarantees shall be as follows: Example. Employee A is provided a total of forty (40) available work days in the harvest season of 1980 and is entitled to miss up to five (5) work days for satisfactory reasons without suffering a reduction of guarantees. Employee A is absent for nine (9) work days, at least five (5) of which were due to satisfactory reasons. For the four (4) days of absence in excess of the employee's permissible absences, Employee A's guaranteed hours and earnings may be reduced by ten percent (10%).

e. Regarding those seniority employees who did not perform work in the 1979 harvest season:

1) Those seniority employees whose seniority date is after the close of the 1979 harvest season shall be entitled to be called to the picking but the guarantee of hours and earnings shall not apply.

2) Those seniority employees whose seniority date

is earlier than the close of the 1979 season who did not work in the 1979 harvest season but did not lose seniority due to such absence shall have hours and earnings guaranteed as provided above based upon their 1978 hours and earnings.

f. It is understood and agreed that the guarantees provided herein shall be adjusted proportionately in situations covered in Section A. above in accordance with the following:

In the event that crops are destroyed by Acts of God and/or are harvested by machines in accordance with the provisions of Section A above, the guarantees shall be reduced by the proportion equal to the proportion of the acres lost and/or harvested by machines in emergency circumstances. Example: Employer A has one thousand (1000) acres of vineyards. In 1980 said employer is entitled to harvest two hundred (200) acres by machine. Apart from those two hundred (200) acres harvested by machine in accordance with this section, said Employer loses and/or machine harvests one hundred (100) acres due to Act of God. One hundred (100) acres is equal to ten percent (10%) of Employers total acreage and therefore employees' guaranteed hours and earnings may be reduced by ten percent (10%).

g. In the event the guarantees are warranted and applicable, separate checks shall be available to the employees as soon as possible, no later than thirty (30) days from the last day of the harvest season. In the event employees will no longer be in the area, said employee should leave a correct address with the Employer to which the Employer will send the check.

C. Should seniority employees fail to respond to recall to the picking and lose their seniority in accordance with Article 15, Seniority, the Employer shall not be obligated to replace such employees with new bargaining unit employees provided the Employer is in compliance with the above.

D. The Employer agrees that no other new mechanical devices, other than mechanical pruning machines, will be introduced during the term of this Agreement without prior negotiation and agreement with the Union. Paul Masson and Almaden agree to use no more than two (2) pruning machines for the duration of this Agreement and Las Colinas and Mistral Vineyards may introduce one (1) pruning machine each in 1982.

ARTICLE 31: HOURS OF WORK AND OVERTIME

NORMAL WORK SCHEDULE

The following shall be considered the normal work schedule for each of the specified work classifications. It is understood that these norms do not constitute a daily guarantee. The Employer will make every effort to match the number of workers to the amount of work and equipment available and will not unnecessarily reduce the hours of work per individual.

Hourly Employees	Monday-Saturday	9 hours per day
Piece Rate Employees	Monday-Friday	8 hours per day
Piece Rate Employees	Saturday	5 hours per day

A. Meal Time - Lunch time shall be one-half (1/2) hour and said meal time shall be as near as possible to the middle of the work day. When employees are required to eat their lunch on the job, such employees shall be compensated for said lunch period.

B. OVERTIME

Daily Overtime (Monday - Saturday) Irrigators, equipment operators, crew leaders, and bird control employees shall be paid a premium of fifty (50) cents per hour in addition to their regular hourly rate of pay for the tenth (10th) hour and shall be paid one and one-half (1 1/2) times their regular hourly rate of pay for all work performed in excess of ten (10) hours. All other hourly employees shall be paid at time and a half (1 1/2) their regular hourly rate of pay for all work performed in excess of nine (9) hours.

Piece rate employees shall be paid at time and one half (1 1/2) their regular piece rate for all work performed in excess of eight (8) hours on any given day, Monday through Friday, and in excess of five (5) hours on Saturday. Where tractor drivers work as part of the harvest crew and are required to remain on the job after the picking has been completed, they shall be paid at the tractor driver rate for all extra time so worked.

Sunday Overtime

The first eight (8) hours worked on Sunday, or any other day agreed upon between the Employer and the Union to be treated as Sunday, shall be paid at the rate of time and one half (1 1/2), employee's hourly rate of pay, and for all hours worked beyond eight (8) hours at the rate of double (2x) the employee's hourly rate of pay.

Overtime work for all employees shall be on a voluntary



basis, provided, however, that when an insufficient number of people volunteer, junior seniority qualified employees may be assigned to work the overtime and shall work the overtime as assigned.

C. Day of Rest - taking into consideration the needs of the Employer, each employee shall be entitled to one (1) full day twenty-four (24) hours off without pay each week. Insofar as possible, the work shall be arranged so that each employee will have a Sunday off.

D. Night Shift Premium - A night shift premium of fifty (50) cents per hour shall be paid to all employees for all hours worked between 6:00 p.m. and 6:00 a.m. There shall be no pyramiding of overtime or night shift premium.

E. Rate Protection - When an employee is assigned work in a higher rated job in any one (1) day he or she shall be paid at the higher rate for all the hours worked on such day. When an employee is transferred to a lower rated job, he/she shall be paid at the rate of his/her classification for the balance of the work week, provided, however, that he/she had worked at the higher classification for at least twelve hundred (1,200) hours during the prior calendar year, except where past practice of rate protection has been more favorable (for example equipment operator at Almaden Vineyards), such past practices shall remain in effect.

F. Training- The Employer agrees to provide on the job training for employees in the bargaining unit to fill expected vacancies in such jobs so employees will have the opportunity to learn the necessary skills, and when an employee is working as a trainee for a higher rated job, he/she shall be paid for such training period at his/her current regular rate for a period not to exceed fifteen (15) work days. It is understood and agreed that this rate and the training period referred to above refers to when the employee is being actively trained, and does not apply when said employee is in effect performing the job and not being trained while doing so.

G. Frost Protection - Employees engaged in Frost Protection shall be guaranteed wages, including night shift premium, for up to and including eight (8) hours of work when their turn begins during night shift hours.

H. To compute overtime on a piece rate or incentive basis, the number of units subject to overtime shall be determined by averaging the units for the total hours worked by the employee that day.

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

ARTICLE 32: REPORTING AND STANDBY TIME

A. An employee paid on an hourly or piece rate basis who is required to report for work and does report and is furnished no work or less than four hours of work shall be paid at least four (4) hours for that day. Hourly employees shall be paid at their regular hourly rate of pay. If no work is performed piece rate employees shall be paid at the General Labor rate; if less than four (4) hours of work is performed piece rate employees shall be paid what they earned for the time worked and their average piece rate hourly earnings based on the preceding payroll period for the remaining time.

This section shall not apply where work covered by this Agreement cannot be carried out because of rain, frost, government condemnation of crop, or other cause beyond the control of the Employer.

B. An employee who is required to remain on the job shall be paid for all such time at his/her regular hourly rate of pay. Piece rate employees shall be paid at their average hourly piece rate earnings based on the preceding payroll period if other crews in their area are working while they are idle. If no other crews are working in their area the Employer shall pay at the General Labor rate.

For the purpose of this Article "their area" as referred to above shall be defined as follows:

1) Almaden: per area seniority lists 2) Paul Masson: two areas, (Greenfield and Soledad) 3) Mistral Vineyards: one area only 4) Las Colinas: one area only

Standby time for the purpose of this section shall include time prior to commencing work and/or after work has commenced. Standby time for piece rate employees refers to any time when the entire crew's work is interrupted or delayed because of machine breakdown or unavailability, rain, oversupply of grapes in the Winery, etc., and orders are given to standby.

C. The Employer will have a representative in the Ranch Office at 6:00 a.m. as needed in order to advise employees as to whether or not work is available for that day when weather conditions are uncertain. If the employees are told to report and do report to work, but are unable to work or are provided less than one (1) hour's work because of an Act of God, they shall receive one (1) hour's pay at their regular hourly rate of pay or at their average piece or

incentive rates based on the previous payroll period for time to be compensated in addition to earnings if work is performed.

#### ARTICLE 33: VACATIONS

A. Vacations with pay shall be granted to eligible employees who qualify for such vacations. Each year employees shall be eligible for a vacation, provided that they qualify as specified in B and C below in the prior calendar year. Vacation pay shall be computed on the basis of the appropriate percent of the employee's gross earnings from the Employer in the calendar year prior to taking of the vacation. Calendar year in this paragraph means January 1 through December 31.

B. An employee who worked one thousand (1,000) hours in the prior calendar year with one (1) or more years of service with the Employer, will qualify to an amount equal to two percent (2%) of their total gross earnings vacation pay and one (1) week vacation.

An employee who worked one thousand (1,000) hours in the prior calendar year, with two (2) or more years of service with the Employer will qualify to an amount equal to four percent (4%) of their total gross earnings vacation pay and two (2) weeks of vacation.

An employee who worked one thousand (1,000) hours in the prior calendar year, with ten (10) or more years of service with the Employer, will qualify to an amount equal to six percent (6%) of their total gross earnings vacation pay and three (3) weeks of vacation.

Employees may waive vacation periods but shall receive their vacation pay in addition to their earnings for such period. For employees who desire to waive their vacation period, their vacation pay shall be deemed due and payable at any time such pay is requested after February 10th of each year. Vacation checks shall be paid by separate check and tax deduction shall be for the regular amount deducted for their regular pay periods.

C. All other employees who do not qualify for vacation with pay as per section B above who have worked five hundred (500) or more hours in the prior calendar year, shall receive vacation allowance in accordance with the following:

1. For vacation pay earned in 1980 to be paid in 1981, employees shall receive vacation allowance of two percent

(2%) of their total gross earnings in the prior calendar year payable after February 10th.

2. For vacation pay earned in 1981 to be paid in 1982 and thereafter employees shall receive vacation allowances in accordance with the following:

a. Less than four (4) years of service, two percent (2%) of their total gross earnings in the prior calendar year, payable after February 10th, and

b. For four (4) or more years of service, four percent (4%) of their total gross earnings in the prior calendar year, payable after February 10th.

D. If an employee's vacation period includes one of the holidays set forth in Article 34 Section A, his or her vacation period shall be extended to include such holiday with pay for that day. If an employee's vacation period includes the holiday set forth in Article 34 section E, his or her vacation period shall be extended to include such holiday but without pay for that day.

E. Vacation schedules shall be mutually agreed upon except if more employees, in the judgment of the Employer, want a particular vacation period than can be reasonably spared, the employee with the highest seniority shall have first preference for the vacation period.

F. If an employee is entitled to a paid vacation and requests the pay so due him or her prior to taking the vacation, he or she shall be paid the sum of money to which he or she is entitled.

#### ARTICLE 34: HOLIDAYS

A. An employee shall receive nine (9) hours pay at his/her regular hourly rate of pay at the General Labor rate if working at piece rate or incentive rates for the following holidays:

- |                               |                      |
|-------------------------------|----------------------|
| (1) February 10th             | (5) Thanksgiving Day |
| (2) Good Friday               | (6) Christmas Day    |
| (3) Memorial Day              | Effective 1982:      |
| (4) Independence Day (July 4) | (7) New Year's Day   |

B. In the event that any employee works on any holiday listed above in Section A he/she shall be paid at the rate of one and one-half (1-1/2) times their regular hourly rate of pay or piece rate for all work performed that day in addition to holiday pay.

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

D. To be eligible for holiday pay as provided in Section A above, an employee must work at least one (1) day during the week in which the holiday falls and, if work is available, work the last scheduled work day prior to the holiday and the first scheduled work day after the holiday. Should the first scheduled work day after the holiday be more than five (5) calendar days after the holiday the requirement to work the next scheduled work day after the holiday shall not apply. Absences due to satisfactory reasons shall count as days worked for the purpose of qualifying for holiday pay. The Employer may require proof of reasons for absence on such days.

E. Work performed on Labor Day shall be paid at the rate or one and one-half (1-1/2) times the employee's regular hourly or piece rate.

#### ARTICLE 35: CITIZENSHIP PARTICIPATION DAY

A. The third Sunday of September of each year during the term of this Agreement shall be designated as "Citizenship Participation Day". All employees on "Citizenship Participation Day" shall receive eight (8) hours pay at their regular hourly rate or at the General Labor rate in the event the employee is working on a piece rate basis, based upon the previous payroll period.

B. Upon receipt of proper written authorization from the employees, the Employer shall deduct from such employee's wages the net pay received for "Citizenship Participation Day" and shall remit such sum to the Citizenship Participation Committee of the United Farm Workers of America, AFL-CIO, for allocation as designated by the employee. Said written authorizations will not be solicited during working hours.

C. The Employer shall prepare a summary report containing the names of all employees on the Employer's payroll for the week preceding Citizenship Participation Day, social security numbers, an accounting (for all moneys deducted pursuant to this section), designate which employees qualify for Citizenship Participation Day pay, and shall remit said report and moneys to the Citizenship Participation Committee of the United Farm Workers of America, AFL-CIO, P. O. Box 62, Keene, California 93531, by the fifteenth (15th) of November of each year.

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

#### ARTICLE 36: JURY DUTY

An employee shall while serving on jury duty receive from Employer that difference in pay between his or her jury pay and his or her regular earnings up to nine (9) hours per day for such jury service (including jury selection), not to exceed ten (10) working days in any calendar year, provided that if an employee is released by the Court by 12:00 noon, the employee shall be required to report to work as soon as possible after such release. To receive pay under this provision, the employee must provide the Employer with notice that he has been summoned for jury service and present the Employer with documentary evidence of the amount of jury fees received for jury service.

#### ARTICLE 37: LEAVES OF ABSENCE FOR FUNERALS

To make funeral arrangements and to attend the funeral of a member of the immediate family (mother, father, child, brother, sister, husband, wife, mother-in-law, father-in-law, grandmother, or grandfather) an employee will be paid what he/she would have earned had he/she been working for the Employer had they been scheduled to work, not to exceed three (3) days.

No extra pay allowance will be made for multiple or simultaneous deaths occurring within the three (3) day period. No pay shall be granted under the provisions of this Article where the employee does not attend the funeral of the deceased relative or the employee fails upon request to furnish the Employer with reasonable proof of death and evidence of the employee's attendance at the funeral.

#### ARTICLE 38: ROBERT F. KENNEDY FARM WORKERS MEDICAL PLAN

The Employer shall, commencing July 15, 1980, contribute to the Robert F. Kennedy Farmworkers Medical Plan thirty six cents (36¢) and effective July 15, 1981, thirty eight cents (38¢) per hour for each hour worked for all employees covered by this Agreement. The Employer further agrees to continue to contribute eighteen cents (18¢) per hour for all employees to the Plan until July 15, 1980.

In accordance with Article 41, the monies and a summary

report shall be remitted to the Plan at such Los Angeles address as designated by the Administrator of the Plan.

In the event that the Employer files in bankruptcy or Chapter XI proceedings, it will notify the Plan of such action and shall list the Plan as a separate creditor qualified as a priority claim pursuant to the Bankruptcy Act. Notification to the Union or any of the other Plans or Funds shall not constitute compliance with this Article.

The place of performance for the employer's obligations with respect to the Robert F. Kennedy Farm Workers Medical Plan shall be the County of Los Angeles, California.

#### ARTICLE 39: MARTIN LUTHER KING, JR. FARM WORKERS FUND

The Employer shall contribute to the Martin Luther King, Jr. Farm Workers Fund six (6) cents per hour for each hour worked by all employees covered by this Agreement, commencing July 15, 1982. The Employer also agrees to continue to pay five cents (5¢) per hour for each hour worked for all employees until July 15, 1982. 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 Employer. The Martin Luther King, Jr. Farm Workers Fund shall obtain and maintain federal tax exemption and all contributions by the Company shall be deductible under the Internal Revenue Code.

In accordance with Article 41, the monies and a summary report shall be remitted to the Fund at such Los Angeles address as designated by the Administrator of the Fund.

In the event that Company files in bankruptcy or Chapter XI proceedings, it will notify the Martin Luther King, Jr. Farm Workers Fund of such action and shall list the Martin Luther King Jr., Farm Workers Fund as a separate creditor qualified as a priority claim pursuant to the Bankruptcy Act. Notification to Union or any of the other Plans or Funds shall not constitute compliance with this Article.

The place of performance for the Employer's obligations with respect to the Martin Luther King Jr., Farm Workers Fund shall be the County of Los Angeles, California.

#### ARTICLE 40: JUAN DE LA CRUZ FARMWORKERS PENSION PLAN

The Employer shall contribute to the Juan De La Cruz

Farmworkers Pension Plan eighteen (18¢) cents per hour effective July 15, 1981, and twenty (20) cents per hour effective July 15, 1982 for all hours worked by each employee covered by this Agreement. The Employer also agrees to continue to pay fifteen (15) cents per hour for all hours worked by each employee until July 15, 1981.

In accordance with Article 41, the monies and a summary report shall be remitted to the Plan at such address as designated by the Administrator of the Plan.

In the event that the Company files in bankruptcy or Chapter XI proceedings, it will notify the Plan of such action and list the Plan as a separate creditor qualified as a priority claim pursuant to the Bankruptcy Act. Notification to Union or any of the other Plans or Funds shall not constitute compliance with this Article.

The place of performance for the Employer's obligation with respect to The Juan De La Cruz Farmworkers Pension Plan shall be the County of Los Angeles, California.

ARTICLE 41: REPORTING ON PAYROLL DEDUCTIONS AND FRINGE BENEFITS

A. SUBMISSION OF DUES AND REPORTS TO UNION

Withheld dues are to be submitted weekly.

A payroll report is to be submitted monthly covering the four to five payroll periods falling within the reporting month. The report shall be mailed, on or before the 20th day of each month. The report shall include the employees' names, social security numbers, payroll periods covered, gross wages, total hours worked per employee, total number of employees, and total amount of Union dues deducted within the reporting month from each reported employee. Complete mailing directions and information for such report will be supplied by the Union.

In the event Employer has no employees in its employ during any monthly payroll period, Employer shall submit to the Union, on forms to be provided by the Union, a statement to that effect. Said statements shall be mailed on or before the 20th day of the following calendar month.

Employer understands and agrees that it shall be deemed delinquent with respect to the Union for any payroll month in which the dues are not submitted weekly and/or the monthly report, or the required statement that Employer has



no covered employees in its employ during such month, is not postmarked on or before the 20th day of the succeeding calendar month.

In the event Employer decides to go out of business, merge or consolidate with another entity, sell or transfer its assets to another entity, or otherwise make a decision which will result in its ceasing to deduct dues, Employer shall, in addition to any other requirements set forth in this Agreement, notify the Union headquarters in writing at least sixty (60) days in advance of the last day on which it will be reporting to the Union, of such business decisions.

In the event that Employer files in bankruptcy or Chapter 11 proceedings, it will notify the Union of such action and shall list the Union as a separate creditor qualified as a priority claim pursuant to the Bankruptcy Act.

#### B. SUBMISSION OF REPORTS AND CONTRIBUTIONS TO FRINGE BENEFIT PLANS

All contributions due under this Agreement to the Robert F. Kennedy Farm Workers Medical Plan, the Juan De La Cruz Farmworkers Pension Plan, and the Martin Luther King, Jr. Farm Workers Fund shall be remitted monthly. The contributions due said Fringe Benefit Plans each month shall be computed on the preceding monthly payroll periods for every employee covered by this Agreement. The monthly contributions due each Plan, for the preceding payroll month, together with a monthly summary report, shall be mailed, on or before the 20th day of each month, to each Plan's depository bank at the lock box address designated by each Plan Administrator. Employer acknowledges receipt of the designated lock box address for each Plan and agrees that all reports, contributions, statements, notices or other communications required or provided for under this Agreement, shall be sent to such designated addresses, unless Employer is notified in writing by the Administrator of any Plan, of a change in such designated address.

The monthly summary reports shall cover the preceding payroll month for which contributions are being remitted and shall include, for each employee being reported, name, social security number, total hours worked, total hours reportable to each Plan if different than hours worked, total compensation paid and total contributions due each Plan. Said monthly reports shall also show total number of employees reported, total compensation paid such employees, total hours worked by such employees, and total hours reportable to such Plan if different than hours worked, as

well as total contributions being remitted to each Plan. Where Employer is required by this Agreement to report to any plan hours other than hours worked, and to contribute to such Plan for such other hours, the monthly report shall separately state, for each employee being reported, the total hours worked and the total hours reportable to each such Plan. Said reports shall be legible and, where feasible, shall list employees alphabetically or in ascending social security number order.

In the event Employer has no employees in its employ during any monthly payroll period, Employer shall submit to each Plan, on forms to be provided by Plans, a statement to that effect. Said statements shall be mailed on or before the 20th day of the following calendar month.

Where the Union report specified in Subsection A above contains all of the information required under this Subsection B, a copy of that report, mailed to each of the Plans at the times and places specified herein, shall constitute compliance with the monthly report requirements to the Plans.

Employer understands and agrees that it shall be deemed delinquent, with respect to the Plans, for any payroll month in which the required contributions and monthly reports, or the required statement that Employer had no covered employees in its employ during such month, is not postmarked on or before the 20th day of the succeeding calendar month.

In addition to the monthly summary reports specified above, Employer shall also submit, on or before February 28th of each year, to the Juan De La Cruz Farmworkers Pension Plan, a report showing the total hours worked, in Connecting Noncovered Service, by each covered employee during the preceding calendar year. Said annual report shall show, for each employee who had one or more hours of Connecting Noncovered Service during the calendar year, such employee's name, social security number, and total hours of Connecting Noncovered Service for the year. "Connecting Noncovered Service" shall mean employment with the Employer, which is not Covered Service under the Juan De La Cruz Farmworkers Pension Plan, but which immediately follows or precedes Covered Service with Employer without an intervening quit, discharge or retirement, and which occurs while Employer is obligated to contribute to the Pension Plan for employees in Covered Service.

Employer shall not be entitled to any offsets, credits, refunds, deductions or other form of reimbursement in the

event of an overpayment to any Plan except as herein provided. In the event Employer discovers that it has made an overpayment to any Plan due to a mistake of fact, Employer shall promptly notify such Plan of that fact with specifics as to date or dates of the alleged overpayment(s), the mistake of fact responsible for such overpayment(s), and the amount(s) involved. The Employer shall submit, together with such notice of the fact that it claims an overpayment was made, such amended monthly report or reports as may be required to correct the Plan's records. Provided Employer so notifies Plan of each overpayment, due to a mistake of fact, within one (1) year of the date the overpayment was made, and provided such mistake of fact is demonstrated, Plan will either refund to Employer the overpayment involved, or authorize Employer to take an offset from current contributions due to recover its overpayment, as Plan shall specify or Employer will be entitled to pursue legal remedies for reimbursement; provided, however, that Plan shall be entitled to deduct, from any such authorized refund or offset, the data processing and computer costs incurred by Plan in correcting its records to reflect the adjusted data received from Employer. Such data processing and computer costs incurred by any Plan as a result of Employer's mistake of fact shall be deemed an additional obligation of Employer to Plan under this Agreement. Employer shall not be entitled to any refund, credit, offset, deduction or other form of reimbursement for any overpayment which is not discovered and reported to Plan within one (1) year of the date on which it was made.

The foregoing notwithstanding, minor clerical errors made in reporting and/or contributing to any Plan or Plans, which are discovered and properly reported (as hereinabove provided) to such Plan or Plans within thirty (30) days of the date on which any such error was made, shall not be subject to any data processing and/or computer costs and, where such error or errors result in an overpayment to any Plan or Plans, such overpayment may be corrected by means of an offset, in the amount of such overpayment, to be taken on Employer's first succeeding monthly report to said Plan or Plans.

In the event Employer decides to go out of business, merge or consolidate with another entity, sell or transfer its assets to another entity, or otherwise make a decision which will result in its ceasing to contribute to any Plan for the duration of this Agreement, Employer shall, in addition to any other requirements set forth in this Agreement, notify each of the Plans, separately and in writing, at least sixty (60) days in advance of the last day on which it will be

reporting and contributing to Plans, of such business decision.

#### ARTICLE 42: INJURY ON THE JOB

In the event an employee is injured while at work and is required to leave work, the employee shall be paid his/her full wages for the day of injury, provided the employee requires medical attention as the result of the injury and, upon the advice of the attending physician, is unable to return to work. If the attending physician returns the employee to work, the employee will be compensated for the time lost.

#### ARTICLE 43: UNION REPRESENTATIVE

A. It is mutually agreed that the prompt adjustment of grievances and the proper administration of the contract is desirable in the interests of sound relations between the employees and the Employer. The prompt and fair disposition of grievances and the proper administration of the contract involves important and equal obligations and responsibilities of each party to protect and preserve the grievance procedure and the contract as an orderly means of resolving legitimate grievances and other problems between the parties.

To carry out these goals and for the purpose of operating under this Agreement, the employees shall be entitled to representatives on Employer time in accordance with the following provisions.

B. The Union shall designate a full-time Union representative who shall be recognized by the Employer as the official representative of the Union, and who shall be compensated by the Employer while performing his/her duties pursuant to this Article at the rate which he/she would have received had he worked at his regular job classification. Union representative shall so conduct his/her affairs so that no overtime work shall be performed; grievance meetings are to be normally held after working hours.

C. The Union shall be entitled to Union representative as follows:

0 - 50 employees:	No Union representative
51 - or more employees:	One full time Union Representative

D. The Union representative provided for in this Article shall have been in the regular employ of the Employer, or on an approved leave of absence, for at least one (1) year immediately preceding their designation to such position

unless an employee of at least one year's service is not available.

E. The Union representative shall have authority to adjust grievances and to administer the contract on the Union's behalf. The Union representative shall not have authority to represent or speak for the Employer on any matter. The Union representative shall not be paid for time spent in arbitration proceedings.

F. The Union shall designate an alternate among employees who shall act in the place of the regular Union representative if he is unable to perform his duties. The Union will furnish Employer with the name of the Union representative and his alternate.

G. The Union representative shall be deemed to be an active employee of the Employer for the purpose of applying all benefit programs provided for under this Agreement, and it is agreed that such employee shall be covered by all other terms of this Agreement.

H. The Employer shall not interfere with or hinder any Union representative in the performance of his or her duties. The Union representative shall not unnecessarily interfere with the Employer's operation or the direction of the work force by the supervisors.

#### ARTICLE 44: COST OF LIVING

Employees covered by this Agreement shall, in the second and third years of this Agreement, have a Cost of Living adjustment, apart from and added to the agreed rates (as set forth in Appendices "A" and "B"), hours or wages guaranteed, and related benefits for which employees receive pay from the Employer.

A. The Cost of Living adjustments provided for shall be based on the Consumer Price Index (CPI) for all Urban Consumers by the Bureau of Labor Statistics (BLS), U.S. Department of Labor (1967 equals 100).

B. Adjustments in the Cost of Living will be computed and granted annually during the two contract years January 1, 1981, through December 31, 1982 using the CPI as a base. Annual adjustments will be made during said two year period, subject to provisions of C and D below.

C. In the event that the CPI for December 1980 exceeds an increase of five percent (5%) over the CPI for January 1980,

a Cost of Living Allowance (COLA) of one cent (1¢) per hour shall be paid for each six tenths (.6) of a point over and above the five percent (5%) increase in the CPI. Any allowance due under this formula shall be effective January 1, 1981. If due to the inavailability of the data necessary to calculate the COLA payment due it becomes necessary to make retroactive payments, the Employer shall make such payment in a separate check no later than one (1) month after the needed CPI data becomes available.

In the event that the CPI for December 1981 exceeds an increase of five percent (5%) over the CPI for January 1981, a Cost of Living Allowance (COLA) of one cent (1¢) per hour shall be paid for each (.6) six tenths of a point over and above the five percent (5%) increase in the CPI. Any allowance due under this formula shall be effective January 1, 1982. If due to inavailability of the data necessary to calculate the COLA payment due it becomes necessary to make retroactive payments the Employer shall make such payment in a separate check no later than one (1) month after the needed CPI data becomes available.

D. In no event will the increase during either of the said twelve (12) month periods exceed twenty cents (\$.20) per hour.

E. To the extent which computer capabilities permit, Cost of Living Adjustments shall be shown on the employees' check stub, i.e., WAGES -- COLA -- TOTAL.

F. The Cost of living Allowances are dependent upon the availability of the Bureau of Labor Statistics' CPI in its present form. In the event the BLS changes the form or basis of calculating the CPI, the Employer and Union agree to request the BLS to make available, for the life of this agreement, a CPI in its present form and calculated on the basis of the CPI for November 1979.

#### ARTICLE 45: EFFECTIVE DATE AND DURATION OF AGREEMENT

This Agreement shall become effective on January 1, 1980, for Almaden Vineyards, Inc., Paul Masson, Inc., Las Colinas Vineyards, Ltd., and Mistral Vineyards, and shall remain in full force and effect until December 31, 1982. 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 \_\_\_\_\_ DAY OF \_\_\_\_\_ 1980.

VINTNER EMPLOYERS ASSOCIATION

BY: \_\_\_\_\_  
Chester Hutchinson

UNITED FARM WORKERS OF AMERICA, AFL-CIO

BY: \_\_\_\_\_  
Cesar E. Chavez

\_\_\_\_\_  
Richard E. Chavez

\_\_\_\_\_  
Ismael Jimenez

\_\_\_\_\_  
Guadalupe Solis

\_\_\_\_\_  
Dario Aguirre

\_\_\_\_\_  
Atanasio Guzman

\_\_\_\_\_  
Ceferino Ortiz

\_\_\_\_\_  
Ramon Perez

\_\_\_\_\_  
Anselmo Ramirez

\_\_\_\_\_  
Roberto San Roman

## APPENDIX "A"

HOURLY WAGE RATES

<u>JOB CLASSIFICATIONS</u>	<u>EFFECTIVE DATES</u>		
	1/1/80	1/1/81	1/1/82
GENERAL LABOR	5.10	5.65	6.00
STAKING/STAPLING	5.10	5.65	6.00
BIRD CONTROL	5.20	5.75	6.10
FURROW IRRIGATION	5.30	5.85	6.20
AUTOMATIC IRRIGATION/PIPELINE REPAIR/ SPRINKLER IRRIGATION	5.35	5.90	6.25
HAND PRUNING	5.35	5.90	6.25
MACHINE PRUNING	5.85	6.40	6.75
STOREKEEPER/SUPPLY ROOM	5.50	6.05	6.40
GARDENER	5.70	6.25	6.60
WEIGHMASTER	5.80	6.35	6.70
TRACTOR OPERATOR	5.75	6.30	6.65
FROST PROTECTION	5.85	6.40	6.75
CREW LEADER	6.10	6.65	7.00
EQUIPMENT OPERATOR	6.10	6.65	7.00
EQUIPMENT SERVICE	6.10	6.65	7.00
TRUCK DRIVER CLASS A (SEMI)	7.00	7.55	7.90
BUILDING MAINTENANCE A	6.75	7.30	7.65
BUILDING MAINTENANCE B	5.80	6.35	6.70
MECHANIC A	8.75	9.30	9.65
MECHANIC B	7.50	8.05	8.40
GRAFTING	6.50	7.05	7.40
GRAFTING LEADER	6.75	7.30	7.65
GRAFTING TRAINEE (Two weeks)	5.10	5.65	6.00
HARVEST MACHINE OPERATOR	7.00	8.00	9.00
HARVEST MACHINE GONDOLA PERSON	6.10	7.00	8.00

## APPENDIX "A"

JOB CLASSIFICATIONS AND DESCRIPTIONS

<u>JOB CLASSIFICATION</u>	<u>DESCRIPTION</u>
General Labor	Performs all field labor and general labor jobs such as planting, re-planting, hoeing, suckering, tying, staking, training, spreading wire, stapling, hand loading trucks and trailers, and various other related activities.
Bird Control	Must obtain a valid California hunting license after qualifying for a hunter safety permit or certificate and be able to recognize certain species of birds.



Furrow Irrigation

Knows and understands Furrow Irrigation systems on the ranch assigned to. Repairs all minor pipe-line breaks.

Automatic Irrigation/  
Pipeline Repair

Knows and understands sprinkler irrigation systems on the ranch assigned to. Repairs all minor pipe-line breaks. All above personnel are required to have a valid California driver's license.

Hand Pruning

Selects the most desirable canes or spurs on which to produce the new crop, and cuts away all unwanted wood from the vine. Maintains proper positioning and repositioning as necessary. Limits the number of spurs or canes to attain the amount for which the Crew Supervisor has instructed. Makes cuts in such a manner that avoids damage to wire, durable ties, and pruning shears, and at the same time makes clean and properly placed pruning cuts.

Machine Pruning

Carries out assigned tasks as instructed. Knows and understands vine vigor and pruning methods as to Employer standards. Must wear approved safety glasses on the job and maintains pruning shears as per instructions.

Storekeeper/  
Supply Room/  
Gas Station Attendant

Must be able to perform all duties in connection with the operation of a supply room such as, but not limited to, keeping records, taking inventory, repairing tools, etc. Maintains records of the miles and gas consumption of Employer equipment.

Gardener

Will do transplanting, potting, lawn mowing, watering, shrub and tree pruning, hedge trimming, fertilizing and minor repairs of gardening watering system. Must have valid California driver's license.

Weighmaster

Must carry out instructions and job assignments as directed by the Employer. He shall have the necessary skills and abilities to properly keep all scale-crew

related records and necessary reports as required by the Employer.

Tractor Operators

Operates tractors during the harvest. It is understood that the operation of equipment as a means of transportation does not qualify the employee for this classification.

Frost Protection

Must be available to assist with starting up and shutting down frost protection systems. All above personnel are required to have a valid California driver's license.

Crew Leader

Must carry out instructions and job assignments as directed by the Employer. He shall have the necessary skills and abilities to properly direct and instruct employees under him and to keep the necessary records. Time permitting, as per past practices, he shall perform the same work as the crew he is directing. All above personnel are required to have a valid California driver's license.

Equipment Operators

Equipment Operators must be able to proficiently operate, adjust and use equipment including, but not limited to discs, springtooths, canetrimmer or cutters, landplane, ripper fertilizer spreader, shredder, French plows, cultivators, scrappers, tracklayers, backhoe, loader, forklift, caterpillar, 1-1/2 ton truck, trenchers and tractors with equipment for spraying and dusting. Services and makes minor repairs of equipment. All above personnel are required to have a valid California driver's license.

Equipment Service

In the field or shop, performs all the necessary servicing, lubrication, maintenance and minor repairs of all equipment. Keeps a proper inventory of

parts and supplies and assists in the shop as needed. Shall make necessary reports and keep records as required by the Employer. All above personnel are required to have a valid California driver's license.

Truck Driver-Class A  
(Semi)

Operates all equipment requiring a Class A (1) driver's license and reports all needed servicing to equipment support. All above personnel are required to have a valid California driver's license.

Building Maintenance A

Must be able to do plumbing, painting, carpentry and electric work on Company houses and structures. All above personnel are required to have a valid California driver's license.

Building Maintenance B

Must be able to do minor repair work on Employer structures.

Mechanic A

Requires the ability to perform complete overhaul and repair of all farm equipment, including engines and motors. Must be able to work from written or verbal instructions or sketches, and be proficient in the use of all equipment necessary to perform the work including gas and electric arc welders. A valid California driver's license is required.

Mechanic B/Body Fender

Requires the ability to perform major repairs on all farm equipment, tools and implements in both the field and shop with a minimum of supervision. Must be able to work from written or verbal instructions or sketches, and be proficient in the use of all equipment necessary to perform the work including gas and electric arc welders. Must be able to perform overhaul of all farm equipment, including engines and motors, under supervision, and may

perform body fender work as needed.  
 A valid California driver's license  
 is required.

Mechanical Harvester  
 Operator

Operates mechanical harvester proficiently,  
 adjusts all attachments to harvester,  
 services and makes minor repairs to harvester.  
 Is required to have a valid California  
 driver's license.

Harvest Machine  
 Gondola Person

Can drive the equipment that pulls the  
 gondola through the field with the crew  
 and empties the gondola as required. Has  
 a valid California driver's license.

APPENDIX B

HARVEST RATES PER TON

French Colombard, Muscat, Zinfandel, Petite, Sirah,  
 Gamay, Semillon, Flora, Cab-Pfeffer, Carignane, Burger,  
 Palomino, Early Burgundy.

<u>Tons Per Acre</u>	<u>1980</u>	<u>1981</u>	<u>1982</u>
0 - 1/2	\$90.85	\$96.75	\$103.05
1/2 - 1	73.85	78.65	83.75
1 - 2	52.50	55.90	59.55
2 - 3	43.60	46.40	49.45
3 - 4	37.60	40.05	42.65
4 - 5	32.95	35.10	37.35
5 - 6	29.00	30.85	32.85
6 - 7	27.25	29.00	30.85
7 - 8	27.25	29.00	30.85

Emerald Riesling, Napa Gamay, Veltliner,  
 Grey Riesling, Tinta Madeira, Folle Blanche,  
 Grenache.

<u>Tons Per Acre</u>			
0 - 1/2	93.85	99.95	106.45
1/2 - 1	76.95	81.95	87.25
1 - 2	56.25	59.90	63.80
2 - 3	47.95	51.10	54.40
3 - 4	41.30	44.00	46.80
4 - 5	35.95	38.30	40.75
5 - 6	31.30	33.30	35.50
6 - 7	29.95	31.90	34.00
7 - 8	29.95	31.90	34.00

Pinot Blanc, Mixed Whites, Mixed Blacks,  
Souzao, Merlot.

Tons Per Acre

0 - 1/2	99.50	105.95	112.85
1/2 - 1	82.20	87.55	93.25
1 - 2	62.90	67.00	71.35
2 - 3	54.30	57.80	61.55
3 - 4	46.25	49.25	52.45
4 - 5	37.60	40.05	42.65
5 - 6	33.95	36.15	38.50
6 - 7	32.95	35.10	37.35
7 - 8	32.95	35.10	37.35

Chenin Blanc, Sylvaner, Pinot St George,  
Malbec, Franken Riesling, Sauv-Vert.

Tons Per Acre

0 - 1/2	\$106.20	\$113.10	\$120.45
1/2 - 1	89.20	95.00	101.15
1 - 2	68.55	73.00	77.75
2 - 3	58.25	62.05	66.05
3 - 4	49.55	52.80	56.20
4 - 5	41.55	44.25	47.15
5 - 6	37.25	39.70	42.25
6 - 7	33.95	36.15	38.50
7 - 8	33.95	36.15	38.50

Gewurztraminer, Johannesberg Riesling,  
Sauvignon Blanc, Pinot Chardonnay,  
Pinot Noir, Cabernet Sauvignon,  
Gamay Beaujolais, Ruby Cabernet,  
Grand Noir.

Tons Per Acre

0 - 1/2	124.15	132.20	140.80
1/2 - 1	106.20	113.10	120.45
1 - 2	78.55	83.65	89.10
2 - 3	70.90	75.50	80.40
3 - 4	63.20	67.30	71.70
4 - 5	58.25	62.05	66.05
5 - 6	54.55	58.10	61.90
6 - 7	49.55	52.80	56.20
7 - 8	49.55	52.80	56.20

APPENDIX B

HARVEST RATES PER TON

Harvest rates for Almaden Vineyards at the Paicines main ranch for the following varieties only, where tractor drivers shall be paid on an hourly basis for safety reasons

Burger

<u>Tons Per Acre</u>	<u>1980</u>	<u>1981</u>	<u>1982</u>
0 - 1/2	\$81.75	87.10	92.75
1/2 - 1	66.45	70.80	75.40
1 - 2	47.25	50.30	53.60
2 - 3	39.25	41.75	44.50
3 - 4	33.85	36.05	38.40
4 - 5	29.65	31.60	33.60
5 - 6	26.10	27.75	29.55
6 - 7	24.55	26.10	27.75
7 - 8	24.55	26.10	27.75

Grenache

<u>Tons Per Acre</u>			
0 - 1/2	84.45	89.95	95.80
1/2 - 1	69.25	73.75	78.55
1 - 2	50.65	53.90	57.40
2 - 3	43.15	46.00	48.95
3 - 4	37.15	39.55	42.10
4 - 5	32.35	34.45	36.70
5 - 6	28.15	30.00	31.95
6 - 7	26.95	28.70	30.60
7 - 8	26.95	28.70	30.60

Sylvaner

<u>Tons Per Acre</u>			
0 - 1/2	95.60	101.80	108.40
1/2 - 1	80.30	85.50	91.05
1 - 2	61.70	65.70	70.00
2 - 3	52.45	55.85	59.45
3 - 4	44.60	47.50	50.60
4 - 5	37.40	39.80	42.45
5 - 6	35.55	37.85	40.30
6 - 7	32.10	34.20	36.40
7 - 8	32.10	34.20	36.40

HARVEST RATES PER TON

Gewurztraminer, Sauvignon Blanc, Pinot,  
Chardonnay, Johannesburg Riesling,  
Pinot Noir

Tons Per Acre

0 - 1/2	\$111.75	119.00	126.70
1/2 - 1	95.60	101.80	108.40
1 - 2	70.70	75.30	80.20
2 - 3	63.80	67.95	72.35
3 - 4	56.90	60.55	64.55
4 - 5	52.45	55.85	59.45
5 - 6	49.10	52.30	55.70
6 - 7	44.60	47.50	50.60
7 - 8	44.60	47.50	50.60

Semillon

Tons Per Acre

0 - 1/2	81.75	87.10	92.75
1/2 - 1	66.45	70.80	75.40
1 - 2	47.25	50.30	53.60
2 - 3	39.25	41.80	44.50
3 - 4	35.90	38.25	40.75
4 - 5	32.10	34.20	36.40
5 - 6	29.40	31.30	33.35
6 - 7	26.95	28.70	30.56
7 - 8	26.95	28.70	30.56

Cabernet Sauvignon

Tons Per Acre

0 - 1/2	111.75	119.00	126.75
1/2 - 1	95.60	101.80	108.40
1 - 2	70.70	75.30	80.20
2 - 3	63.80	67.95	72.35
3 - 4	56.90	60.60	64.55
4 - 5	52.45	55.85	59.50
5 - 6	49.10	52.30	55.75
6 - 7	44.60	47.50	50.60
7 - 8	44.60	47.50	50.60

APPENDIX "B" 1

HARVESTING PROCEDURE

The Employer and United Farm Workers  
of America, AFL-CIO

Grape harvesting piece rates will be paid on the following

procedures:

1. Grape harvesting piece rates will be based on the actual tons yield per acre, per block. A block will be defined as an average of 25 to 30 acres, as per map furnished by the Employer to the Union.
2. Blocks that are being harvested and are not completed at the end of any pay period will be paid for on the regular pay day of the following pay period.
3. However, if for good business reasons, the Employer discontinues the harvesting in any one block before it is completed, then the actual yield per acre shall be based on the actual yield per total acres of that block harvested up to the time that the harvesting was discontinued, and the employees will be paid for the part of that block on their regular pay day.
4. If harvesting is restarted on a block which had been discontinued for good business reasons, the actual yield per acre for that block will be based on the actual yield per acre of the balance of the block left to be harvested.
5. Gondolas will be weighed in the field and each crew shall be provided with a certified copy of the weight slip for each gondola weighed. Gondolas will not be loaded over the rim of the gondola, nor tramping grapes in the gondolas will be permitted, except, if a crew's gondola is level full, but is near the end of its last row in the last block of a variety, the crew may continue loading until the row is completed, in the same gondola, providing there is no more than ten (10) vines remaining in the row. The Union recognizes that overloading gondolas may create unsafe working conditions and therefore will cooperate with the Employer to prevent the overloading of gondolas.
6. Upon completion of each block, Union representatives will be provided with a report of total tons and/or pounds picked by variety, plus total hours and/or minutes worked.
7. On gondola grape harvesting piece rate work, employees will be guaranteed the minimum of the General Labor hourly rate as per Appendix A based on the hourly average earned at the completion of each regular workweek.

SUPPLEMENTAL AGREEMENT #1  
QUALITY OF WORK

The Union and the Employer agree that the quality of work is of paramount importance to the well-being of the Employer



and the Union.

In conjunction with the signing of this Agreement and the implementation of the revised hourly and harvest rates of pay, the Union pledges to do everything in its power to encourage high quality work on the part of its members.

In order to reduce the M O G (Material Other than Grapes) content of the gondolas, the parties agree to develop a quality improvement program including the goals of:

1. Identifying the source of the problem;
2. understanding the reasons for and effects of the problem;
3. and developing and implementing the best methods to remedy the problem.

Such program shall be based around the principle that grapes shall be harvested so that they will meet the minimum M O G standards. M O G is defined as including but not being limited to leaves, leaf stems, canes, and other materials foreign to grapes.

Such program shall be treated as top priority by the parties with the goal of involving Employer personnel and supervisors and the Union Representative, Ranch Committee, Crew Stewards, and the general membership.

Such cooperative effort shall be ongoing and the quality program shall be continuous. The Employer agrees to continue to seek to resolve any problems through a cooperative effort with the Union throughout the duration of this Agreement. However, beginning in the harvest season of 1981 the Employer shall have the right to take the following action should the M O G problem continue:

1. The first time that there is more than two percent (2%) of M O G in a given crew's gondola, the appropriate supervisor of the Employer and the Union Representative shall discuss the problem with the crew.
2. The second time in the same season that there is more than two percent (2%) of M O G in the same crew's gondola, the Employer and the Ranch Committee shall meet with the crew members to discuss the problem.
3. After the above has been carried out, the third and subsequent times that there is more than two percent (2%) of M O G in the same crew's gondola, that crew delivering the gondola containing more than two percent (2%) of M O G will

be penalized by reducing the rate per ton for that gondola by the percentage equal to the percentage of M O G contained in the gondola.

The Employer shall provide to the full time Union Representative copies of the actual M O G reports for the crew(s), gondola(s), and date(s) as requested by said Representative.

APPENDIX C

\_\_\_\_\_ (Employer)

AND

UNITED FARM WORKERS OF AMERICA AFL-CIO

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

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

WORKER SOCIAL SECURITY

NO \_\_\_\_\_

SENIORITY DATE. \_\_\_\_\_

NOTICE OF RECALL

In accordance with the provisions of Article 4 of the agreement between \_\_\_\_\_ and the United Farm Workers of America, AFL-CIO, you are hereby given official notice of recall for re-employment as a \_\_\_\_\_.

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

The exact starting date is subject to change and shall be confirmed by mail on or about \_\_\_\_\_. In the event you are not planning to be at your present mailing address, you may obtain this exact starting date by telephoning the Employer's office on or after \_\_\_\_\_.

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

Failure to respond to this recall will result to your loss of seniority under Article 15, Section B-3.

## SUPPLEMENTAL AGREEMENT # 2

### LOCAL ISSUES

#### ALMADEN VINEYARDS

##### Hollister Area

1. The Employer shall make the needed repairs on the housing provided to bargaining unit employees as soon as possible upon request of the employee.
2. Supervisors shall give instructions and orders personally to those employees under their supervision or shall have orders relayed by leaders only.
3. The Employer shall maintain the past practice with respect to the assignment of leaders. There shall be one (1) leader assigned to any groups of seven (7) or more employees; there shall be at least two (2) leaders assigned to any group of twenty-five (25) or more employees. It is understood that this language establishes a minimum but does not restrict the Employer from assigning a leadman to less than seven (7) workers or more than two (2) leadmen per group if needed.

##### King City Area

1. The Employer shall compensate irrigators who are called out at night at times outside of normal working hours for mileage for the use of the employee's personal vehicle. Such compensation system shall be agreed to mutually between the Employer and the Ranch Committee.
2. The Employer shall maintain a sufficient supply of extra tools, equipment, and protective garments which shall be readily available for each crew.

##### General

##### Regarding Mechanization:

1. The Employer agrees to use only one (1) mechanical pruning machine in the Hollister area and only one (1) in

the King City area.

2. The Employer agrees that in 1980 and 1981 a maximum of twenty percent (20%) of their acreage in the Hollister area and twenty percent (20%) of their acreage in the King City area may be mechanically harvested.

In 1982 a maximum of thirty percent (30%) of their acreage in the Hollister area and a maximum of thirty percent (30%) of their acreage in the King City area may be mechanically harvested.

3. The picking season guarantee for Almaden piece rate bargaining unit employees shall be as follows:

A) The guarantee of hours in Article 30, Mechanization, shall apply.

B) For the 1980 harvest season said employees shall be guaranteed their 1979 picking earnings multiplied by the percentage increase negotiated for 1980. (For example, in 1979 an employee earned \$1000 during the harvest season. In the 1980 harvest season said employee shall be paid no less than  $\$1000 \times 115\% = 1150$ )

C) For the 1981 harvest season said employees shall be guaranteed their 1980 picking earnings multiplied by the percentage increase negotiated for 1981. (For example in 1980 an employee earned 1150 during the harvest season. In the 1981 harvest season said employee shall be paid no less than  $\$1150 \times 106.6\% = 1225$ )

D) For the 1982 harvest season said employees shall be guaranteed their 1980 picking earnings multiplied by the accumulated percentage increase negotiated for 1981 and 1982 (For example in 1980 an employee earned \$1150 during the harvest season said employee shall be paid no less than  $\$1150 \times 113.5\% = \$1305$ ).

#### Regarding Union Representative

1. The Employer agrees that in addition to one full-time Union Representative as provided for in Article 40, Section C, the Union shall be entitled to one (1) additional full time Union representative during the harvest season.

PAUL MASSON

1. The Employer shall continue the past practice of providing one bus to transport workers from Soledad to

Greenfield. The Employer shall, whenever possible, assign employees who live in the Greefield area to work in the Greenfield area and assign employees who live in the Soledad area to work in the Soledad area.

2. The Employer agrees to pay Tomas Kanoa at the Crew Leader rate all year, and to pay Jorge Garcia and Ernesto Camacho the Irrigator rate all year.

3. Crew leaders shall be assigned assistants in the pruning whenever the crew exceeds twenty (20) employees. Such assistant(s) will be paid at the regular pruning rate while performing such job which shall not entail giving orders nor keeping reports but which shall entail the moving of trucks and other incidental tasks as needed by the crew leader.

#### LAS COLINAS

1. Crew leaders shall be assigned assistants in the pruning whenever the crew exceeds twenty (20) employees. Such assistant(s) will be paid at the regular pruning rate while performing such job which shall not entail giving orders nor keeping reports but which shall entail the moving of trucks and other incidental tasks as needed by the crew leader. The Employer shall continue the past practice of assigning a filer to the crew when weeding. Such filer will be paid at the General Labor rate for performing such job.

2. After the picking crews are established, upon request, employees may voluntarily change crews when there is mutual agreement between the employees requesting such change, provided, however, that such change may take place one (1) time only during the harvest season and that the change take place at the end on the first two (2) weeks of the season and/or thereafter at the end of the picking of the block.

3. In the hourly crews the supervisors will cooperate in assigning members of the same family or those who carpool to the same crews when requested provided that it is possible to do so without violating the seniority provisions of this Agreement and that specific job requirements and overtime needs so permit.

4. The Employer shall continue the past practice of replacing tractor operators in the picking with a tractor operator paid on an hourly basis whenever such replacement is on a temporary basis, provided that there is a tractor driver available on the ranch who has a valid driver's license as required.

5. The Employer shall provide ice for the drinking water when requested.

6. Due to the fact that in the past Ramon Perez has acted in the capacity of irrigator leadman (relayed orders etc.) Mr. Perez will be considered to be and compensated as an irrigator leadman whenever four (4) or more irrigators are working. It is understood that no irrigator shall be required to relay orders nor perform leadman functions while considered to be and compensated at the regular irrigator rate of pay. It is further understood that this provision does not obligate the Employer to assign an irrigator leadman if and when Mr. Perez no longer performs work in that capacity but only provides for compensation to Mr. Perez due to past practices.

#### MISTRAL VINEYARDS

1. The Employer agrees to provide transportation from the parking area to the work area prior to the start of work of work and from the work area to the parking area at the end of work as needed due to bad road conditions.

2. The Employer agrees to provide a secured facility in the area of the parking lot where irrigators can change their clothes and store their clothes and equipment.

3. It is understood and agreed that members of the Employer's immediate family (the Employer, his wife, daughter, and son) may perform bargaining unit work provided, however, that the performance of such work does not displace any seniority employees from performing work to which he/she has seniority rights nor to delay or avoid the recall of seniority employees to jobs to which they are entitled to be recalled.

#### SUPPLEMENTAL AGREEMENT # 3

##### HEALTH AND SAFETY

Should the Employer assign an employee to work in an area where the prohibited period after the application of chemicals is still in effect for any employee, and the employee refuses to work due to concern for his/her health and safety, such refusal shall not be considered to be a refusal to work, stoppage nor strike. Notwithstanding, the Employer shall have the right to perform the work required provided that the Employer is in compliance with Article 16 and the applicable federal and state laws as well as in compliance with the seniority and hiring provisions of this Agreement. On these occasions the hiring hall will indicate to the Employer immediately whether or not they can supply the necessary personnel.