

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CATTLE VALLEY FARMS

AND

THE UNITED FARM WORKERS OF AMERICA, AFL-CIO

PARTIES

This Collective Bargaining Agreement and certain specified Supplemental Agreements are between the parties whose names appear on the signature page hereof under the designation of "Company" ("Company" herein) and the United Farm Workers of America, AFL-CIO ("Union" herein), and said Collective Bargaining Agreement and certain specified Supplemental Agreements shall operate for the purpose of establishing uniform wages, hours and working conditions as hereinafter defined.

The Parties agree as follows:

ARTICLE 1

RECOGNITION

Section A. The Company does hereby recognize the Union as the sole exclusive bargaining agent representing all of the Company's agricultural employees (hereinafter called "workers") in the unit set forth in the Agricultural Labor Relations Board's certification in Case Number 78-ALC-1-C. In the event the Agricultural Labor Relations Board certifies other employees not here included within the certified unit, such additional employees shall be included under the terms of this Agreement. The term "worker" shall not include office, sales, and clerical employees, security guards, and supervisory employees who have the authority to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward or discipline other workers or the responsibility to direct them or adjust their grievances, or effectively recommend such action, if in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature but requires the use of independent judgment.

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

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

Section D. Neither the Company nor its representatives will interfere with the right of any worker to join and assist the Union. The Company

will make known to all workers that they will secure no advantage nor more favorable consideration nor any form of special privilege because of non-participation in Union activities.

Section E. Neither the Company nor its representatives will take any action to disparage, denigrate, or subvert the Union, nor will they promote or finance any labor organization, including any competing labor organization, nor will the Union take any action to disparage, denigrate or subvert the Company.

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

ARTICLE 2

UNION SECURITY

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

Section B. Company agrees to furnish to Union in writing, within two (2) weeks after the execution of this Agreement, a list of its workers giving the names, addresses, social security numbers and type of job classifications.

Section C. Company agrees to deduct from each worker's pay initiation fees, all periodic dues, and assessments as required by Union, upon presentation by the Union of individual authorization signed by

workers, directing Company to make such deductions. Company shall make such deductions from worker's pay for the payroll period in which it is submitted, provided that it is submitted in advance of the close of the pay period, and periodically thereafter as specified on authorization so long as such authorization is in effect and shall remit monies weekly. The Company shall provide a monthly summary report containing the names of all bargaining unit workers, social security numbers, payroll periods covered, gross wages, total hours worked per worker, total number of workers and amount of Union dues deducted during such pay periods from each worker. Union will furnish the forms to be used for authorization and will notify the Company in writing of dues, assessments and initiation fees within five (5) days of the execution of this Agreement and five (5) days before the effective date of any change.

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

Section E. If the Company has now, or obtains during the life of this Agreement, computer equipment, or computer service, to produce punch cards or magnetic tapes of payroll records, it will provide the Union with duplicates of said punch cards or magnetic tapes at the end of each pay period.

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

ARTICLE 3

HIRING

Section A. The Company and the Union jointly agree to a centralized facility operated by the Company whereby it shall secure all new or additional workers. New or additional workers shall mean any worker not on the Seniority List. Such facility shall be centrally located and easily accessible to workers. The Company shall notify the Union of the address and phone number of each hiring facility and the name of the person or persons designated to have exclusive authority to hire new or additional workers.

Section B. Company recalls of seniority workers shall be pursuant to Section G of Article 4, Seniority. Workers returning to work on recall shall check in with the Union Steward, or other Union representative on the job site to verify the worker's name on the Seniority List before commencing work.

Section C. Crew foremen and supervisory employees shall not have the authority to hire or effectively recommend the same, although nothing herein shall preclude the Company from utilizing said supervisory personnel in interviewing potential workers and assisting those persons designated under Section A in making that decision and who do have the exclusive authority to hire.

Section D. Whenever at the beginning of any operating season in any operating area of the Company, the Company anticipates the need for

new or additional workers to perform any work covered by this Agreement, where practicable the Company shall at least two (2) weeks prior to date of anticipated need of such workers, or as soon as possible notify the Union in writing, stating the number of workers needed, the type of work to be performed, the estimated starting date of the work, the approximate duration thereof, the rate of pay, the location of the hiring facility and the date and hours when applications will be accepted. The date for accepting work applications shall be set at no less than five (5) days after the Company notifies the Union of the need for new or additional workers. A copy of such notice also shall be placed in a Union mailbox on Company property and shall be made available to the public by posting at the Company's hiring facility and bulletin boards, the Union office, and through such other means and/or public places as the Union and the Company may agree upon. Such notice shall be signed by the Company's hiring agent. The Company shall notify the Union promptly of any change of estimated starting date, however, where practicable, the Company shall give to the Union the exact starting date no later than forty-eight (48) hours or as soon as possible prior to the actual date for commencement of work.

Section E. If during the operating seasons in any area of the Company's operations, new or additional workers are needed to perform work covered by this Agreement, the same procedure will apply (Sec. D). In the event the Company cannot obtain the workers needed through its hiring facility, the Company shall request the workers from the Union before hiring from any other source.

Section F. The Company and the Union agree on the following hiring procedures as follows:

1. Hours of business for accepting job applications at the hiring facility shall be regular, uniform and convenient to workers.
2. Before being hired, a person desiring work shall fill out the job application at the hiring facility.
3. Applications shall include the prospective employee's name, address, Social Security number, telephone, if any, job classification(s) being applied for. Application forms shall be in English and Spanish.
4. Upon its completion, the application shall be signed by the prospective employee and by the Company hiring agent, who shall stamp the date and time the job application was filled out and a copy shall be provided to the applicant.
5. The hiring facility shall set uniform hiring hours for the purpose of accepting job applications and hiring Monday through Friday in order that all workers get a fair opportunity to a job, by knowing the time and day the facility accepts job applications and does its hiring. The hiring shall be done from 8:00 a.m. to 5:00 p.m., Monday through Friday.
6. The Company may select the most qualified applicant and such decision is non-grievable unless it is alleged that the failure to hire was for reason of discrimination.
7. If a prospective job applicant is rejected by the Company, the Company shall immediately give such job applicant the reason or reasons for his rejection in writing.
8. A worker hired shall be given reasonable time to report to work, and the Supervisor will fully explain the job duties

and requirements and give the worker a reasonable time to meet the job requirements.

9. All job application forms shall be numbered, used and filed in numerical order.
10. On January 1 of each year, the Company shall pull out of file all job applications dated prior to November 1 of the prior calendar year, destroy them and notify the Union in writing from which date and number to which date and number the job application forms were destroyed.
11. There shall be no discrimination against any worker(s) in hiring because of race, age, creed, color, religion, sex, political beliefs, national origin, or language spoken. It is agreed that this obligation includes, but is not limited to the following: hiring, placement, recruitment, and advertising or solicitation for employment.
12. At reasonable times and upon reasonable notice, Union representatives shall have access to the hiring records.

Section G. At the time of hiring, the Company will comply with its responsibilities under Article 2, Union Security, and shall advise new workers that they must become, and thereafter remain, members in good standing in the Union immediately following five (5) continual days after the beginning of their employment. The Company will be responsible for causing such workers to complete and sign the Union membership applications and dues check-off authorization cards upon day of hire, but in any event, not later than immediately following five (5) days of the beginning of employment. The Company will immediately give a copy of the dues check-off authorization card to the worker, retain the original for

its use pursuant to Article 2, Union Security, and immediately remit the third copy along with a completed membership application to the Union's area office. The Union will furnish the Company with forms to be used for membership applications and dues check-off authorization.

The Company shall notify the Union within two (2) work days of the date of hire the names, addresses, Social Security numbers, job classifications, crews and dates of hire of all new employees. A copy of such notification shall be put in the Union mailbox on Company property.

Section II. Any claims by the Union that the Company has violated this Article with respect to a prospective employee who is neither a seniority nor preferred employee shall be subject to the Grievance and Arbitration procedure and to the expedited grievance procedure at the request of the grieving party.

ARTICLE 4

SENIORITY

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

After a worker has worked for the Company at least fourteen (14) workdays within the preceeding ninety (90) calendar days, he shall acquire seniority on the fifteenth (15th) day of work retroactive to his/her date of hire. It is understood that the days prior to acquiring seniority shall be a probationary period and subject to the Grievance procedure for any alleged discrimination only. There shall not be layoffs for the purpose of circumventing the acquisition of seniority.

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

- (1) Voluntary quitting;
- (2) Discharge for just cause;
- (3) When on layoff, failure to report within three working days after being called, unless satisfactory reasons are given to the Company;
- (4) When a worker fails to report to work at the termination of a leave of absence or vacation without an approved extension or accepts employment with another Company as per Section C, Article 9, Leaves of Absence, of this Agreement; and
- (5) When any worker leaves the bargaining unit for more than thirty (30) days to accept a supervisory or other position with the Company outside the bargaining unit.

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

Section C. The Company-wide seniority shall be defined as the total length of continuous service, in all classifications, with the Company. Company-wide seniority shall be applied for the purpose of promotions, transfers, filling new jobs.

Section D. Job classification seniority shall be defined as the total length of continuous service, in a specific job classification, with the Company. Job classification seniority shall be applied to layoffs and recalls.

For the purpose of seniority, the following shall be job classifications:

Tractor Driver

Irrigator

General Labor

Shop Mechanic

Hay Equipment Operator

Truck Driver

Cowboy

Whenever there is a layoff in the work force, layoffs shall be by job classification seniority order with the workers with the lowest job classification seniority being laid off first.

Whenever the Company recalls seniority workers, the Company shall recall by job classification seniority order, with the worker with the highest seniority in the affected classification being recalled first. Workers recalled from a layoff shall be recalled in order of job classification seniority to the job classification from which he or she was laid off.

Section E. Whenever a permanent vacancy occurs in a job classification with a higher rate than General Labor, such vacancy shall be posted on

the Company's bulletin boards. A copy of such posting shall be provided to the Ranch Committee by placing a copy in the Union mailbox on the property. The posting shall be made at least five (5) days before the vacancy is permanently filled. Workers with seniority desiring consideration for higher rated jobs will so indicate by signing the posting. The senior qualified worker shall be selected for the vacancy and the Company shall have thirty (30) days to make its decision to return the worker to his or her former classification. If such worker cannot perform the job under normal supervision, he or she shall return to his or her former classification and rate. The Company will then select the next senior qualified worker who has signed the posting and the Company shall have up to thirty (30) days to make its decision to return such worker to his or her former classification and rate. The selection procedure will be repeated until the posting list has been exhausted and thereafter the Company may select any qualified worker from the seniority list or hire a new worker pursuant to Article 3, Hiring. The decision that a promoted worker cannot perform the job to the Company's satisfaction in its sole discretion is final and will not be subject to the Grievance procedure unless it is alleged the worker's return to his or her former classification is for reasons of discrimination.

Section F. Beginning with the signing of this Agreement and every three (3) months thereafter, the Company shall provide the Union with an up-to-date seniority list showing the name of each worker, his or her seniority date, Social Security number and job classification. The Company shall post such seniority list on the Company's bulletin board at the signing of this Agreement and every three (3) months thereafter for a period of two (2) weeks.

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

Section G. The Company, when anticipating the recall of seniority workers, shall notify the worker and the Union not less than two (2) weeks prior to the estimated starting date of the work and the approximate duration thereof. All such notices shall be a joint recall bearing the title of the Company and the Union, as per attached form in Appendix "B" of this Agreement. A copy of such notices shall be provided to the Union.

The Company shall then notify the worker and the Union at least forty-eight (48) hours in advance of the starting date of the work by any or all of the following means: phone, posting on the Company bulletin boards, posting at the Union office, and by providing the information to those workers who call the Company office.

There shall be no recall by labor contractors.

Workers returning to work on recall shall check in with the Union Steward or other Union representative on the job site to verify the worker's name is on the seniority list before commencing work.

Section H. There shall be no bumping.

Section I. Grievances relating to this Article shall be subject to the Expedited Grievance and Arbitration Procedure.

Section J. The Company will notify the Union of layoff within seven (7) days prior to layoff or as soon as possible and will furnish the Union

with a list of those workers laid off.

ARTICLE 5

GRIEVANCE AND ARBITRATION PROCEDURE

Section A. The parties to this Agreement agree that all disputes which arise between the Company and the Union out of the interpretation or application of this Agreement or any controversy between the Company and worker or the Union which arises under this Agreement that deals with working conditions, health, safety or benefits, shall be subject to the Grievance and Arbitration Procedure. The parties further agree that the Grievance Procedure of this Agreement shall be the exclusive remedy with respect to any disputes arising under the Agreement until the Grievance Procedure has been exhausted. Any claim by the Union that on-the-job conduct by a non-bargaining unit employee is disrupting harmonious working relations may be taken up as a grievance.

Section B. The Company agrees to cooperate to make Union stewards available to workers wishing to submit a grievance and to make the Grievance Committee of the Union available to perform their functions under this Agreement. All grievances shall be processed during working hours. In the event the Company requests a grievance meeting during working hours, the stewards and Grievance Committee function shall be performed without any loss of pay, provided this provision does not apply in arbitration proceedings. The Company and the Union agree that if a Second Step meeting is held during working hours at the request of either party, the Company shall pay the aggrieved worker, the stewards, and the Grievance Committee at their regular rate of pay. The Grievance Committee shall not exceed three. An aggrieved worker shall have the right to be present at each step of the procedure.

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

Section 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.

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

Section F. Second Step: Any grievance not satisfactorily resolved in the First Step as set forth in Section E above within one (1) workday shall within fifteen (15) work days thereafter, be discussed in a meeting

between the Grievance Committee and the Company's representative designated to resolve such matters. A representative of the Union shall also participate in such meetings unless the Union representative authorizes the Committee to proceed and has so advised the Company. If the grievance is not satisfactorily resolved in such meeting, the party receiving the grievance shall within five (5) days give a written response to the other regarding its position, including reasons for denial. Failure by the Employer to meet the time limitation shall be considered granting the Union's position. Failure of the grieving party to appeal to the Second Step within thirty (30) calendar days shall waive the grievance.

Section G. Third Step: If the parties cannot resolve the dispute in step 1 or 2 above, the grievance shall be referred to the Permanent Arbitrator for the area within thirty (30) calendar days. In accordance with this article, the parties agree to the designated Permanent Arbitrator for the area, or if none exists in the area, a list will be requested from the Federal Mediation and Conciliation Service for an arbitrator. If the arbitrator shall at any time be unable or refuse or fail to act, or he/she vacates his/her position, the Company and the Union shall immediately select his/her successor or substitute.

Section H. Selection of the Arbitrator: The parties agree that it is desirable that a Permanent Arbitrator be selected for the purpose of settling any disputes submitted to arbitration by either of the parties pursuant to this Collective Bargaining Agreement. The parties also agree that it is desirable that the Arbitrator be a resident of or maintain offices in the Coachella Valley in order to comply with the various procedures required of an arbitrator under this Collective Bargaining Agreement.

The parties therefore agree to make a good faith effort to select and agree upon a Permanent Arbitrator after the execution of this Agreement. In the event that the parties are unable to agree upon a Permanent Arbitrator, the parties shall request either the American Arbitration Association or the Federal Mediation and Conciliation Service for a panel of eleven (11) arbitrators. After the receipt of the list of names of proposed arbitrators, the parties shall select an Arbitrator. The parties shall alternately strike names from the list of arbitrators until one name remains, and that person shall be the Arbitrator. The first party to strike a name shall be selected by a coin toss. It is further agreed that every six (6) months either party may request a new list of arbitrators and a new meeting will be held for the purpose of selecting a new Arbitrator. It is the intention of the parties that a Permanent Arbitrator shall serve for a period of six (6) months unless the parties mutually agree to extend the period for an additional four (4) months.

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

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

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

Accordingly, it is agreed that grievances as specified elsewhere in this Agreement as subject to the Expedited Grievance and Arbitration Procedure may, at the request of the grieving party, and with written notice to the other party, be expedited to arbitration.

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

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

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

ARTICLE 6

DISCIPLINE AND DISCHARGE

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

Section B. Prior to any discharge or suspension the Company shall notify the Steward or other Union representative and such Union official shall have the right to be present when formal charges are made. If a Steward or Union representative is not available, the Company may suspend the worker pending discharge, and must give written notice within the time limits of Section C below.

Section C. Written notice with the reason(s) for discharge or suspension shall be given to the worker and to the Union within forty-eight (48) hours after the date of discharge or suspension.

Section D. The Steward or other Union representative shall have the right to interview workers in private.

ARTICLE 7

RIGHT OF ACCESS TO COMPANY PROPERTY

Section A. Duly authorized and designated representatives of the Union shall have right of access to company premises in connection with conduct or normal Union affairs in administration of this Agreement. In the exercise of the foregoing, there shall be no unnecessary interference with the productive activities of the workers.

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

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

ARTICLE 8

NEW OR CHANGED OPERATIONS

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

ARTICLE 9

LEAVES OF ABSENCE

Section A. Any worker elected or appointed to an office or position in the Union shall be granted a leave of absence for a period of continuous service with the Union upon written request of the Union. Ten (10) days notice must be given the Company before the worker takes leave to accept such office or position or chooses to return to work. Such leave of absence shall be without pay. Seniority shall not be broken or suspended by reason of such leave. No more than three (3) members shall be entitled to leaves of absence under this Section at any one time.

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

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

2. Such leaves of absence shall not be granted to more than one (1) worker or ten per cent (10%) (whichever is greater) of the workers in the Company. This Section shall not apply to operations during critical periods such as the first and last week of harvest, if it would harm operations.

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

1. A worker who serves in the U. S. military and notifies the Company and Union in writing prior to leaving for such service, and reports for work within thirty (30) days after being discharged from such service, shall not lose any seniority, job rights, or other benefits. Upon return from such service, such worker shall be granted a job equal to that he/she would have had with the Company had he/she remained in the Company's contin-

ued employ, provided, however, any renewal of enlistment beyond the original one will serve to break seniority unless such action violates the Selective Service Act.

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

5. For valid personal reasons, not to exceed thirty (30) days.

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

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

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

ARTICLE 10

MAINTENANCE OF STANDARDS

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

Section B. The Company agrees to observe all past and established practices favorable to workers or embodying procedures protective of workers' rights, unless or until altered by this Agreement or other mutually agreed upon changes.

Section C. The Company shall have the right to change or eliminate any local working condition for legitimate business reasons if, as the result of action taken by management under Article 38, Management Rights, the basis for the existence of the local working condition is changed or eliminated, thereby making it unnecessary to continue such local working condition; provided, however, that when such a change or elimination is made by the Company, any affected worker shall have recourse to the grievance procedure and arbitration, if necessary, to have the Company justify its action.

The Company shall not discontinue a local working condition as a result of the signing of this Agreement.

ARTICLE 11

SUPERVISORS

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

Section B. Supervisors and non-bargaining unit members will pay the equivalent of Union dues for time worked doing bargaining unit work but will not have to become members of the Union.

ARTICLE 12

EMPLOYEES SECURITY

Section A. Any employee may refuse to cross a lawful, sanctioned picket line against another company, and the Company shall not discipline or discharge employees for refusing to cross such picket line.

Section B. No employee shall be required to perform work that normally would have been performed by employees of another company who are engaged in a lawful strike sanctioned by the Union.

Section C. For the purpose of this Article, a "lawful" picket line is one that is not related to a strike in violation of a contractual no-strike provision or one which has not been determined under the Agricultural Labor Relations Act to be unlawful.

ARTICLE 15

RECORDS AND PAY PERIODS

Section A. The Company shall keep full and accurate records, including total hours worked, piece rate or incentive rate records, total wages and total deductions. Employees shall be furnished a copy of the itemized deductions, hourly rate, hours worked and total wages each pay-day, which shall include the employee's piece rate production records.

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

ARTICLE 14
HEALTH AND SAFETY

Section A. The Union and the Company are concerned with the Health and Safety of the employees and the protection of the consumers and the environment.

Section B. The Union will establish a Health and Safety Committee (the "Committee"). The Committee shall have the right to discuss with and make recommendations to the Company regarding the employees' safety and health and, upon giving reasonable notice, the Committee's representative may examine records possessed by the Company.

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

Section D. The Company shall not use banned chemicals such as, but not limited to, DDT, DDD, DDE, Aldrin, and Dieldrin.

Section E. The Company shall make available to the Committee and to any other Union representative the following records.

1. Location of field treated with injurious materials.
2. Pesticides used, or to be used, including brand names plus active

- ingredients, registration number on the label and manufacturer's batch or lot number;
3. Dates and time applied or to be applied;
 4. Location of crops or plants treated or to be treated;
 5. Amount of each application, including volume and concentration per acre;
 6. Method of application;
 7. Persons who supplied and who will apply or applied the pesticide and permit numbers;
 8. Pest treated; and
 9. Date of harvest.

Section F. The Company shall notify a designated representative of the Committee (or other Union representative) prior to the application of herbicides or pesticides if employees are working at the time of the application. Such notification may be given by writing or by telephoning a designated representative of the Committee by the Company.

Section G. When the Company applies organophosphates, any employees making the application will be given, at the Company's expense, one baseline cholinesterase test and any other additional test as required by law, and, if requested, the results of such tests shall be made available to an authorized Union representative.

Section H. No employee shall be required to work in any work situation which would immediately endanger his or her health or safety.

Section I. In accordance with the law, there shall be adequate toilet facilities, separate for men and women, in the field, readily accessible

to employees, which shall be maintained by the Company in a clean and sanitary manner.

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

Section K. Adequate first aid supplies shall be provided and kept in a clean and sanitary dust-proof container, readily accessible to workers.

ARTICLE 15

NO DISCRIMINATION

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

ARTICLE 16

BULLETIN BOARDS

The Company will provide bulletin boards at such centralized locations as shall be mutually agreed, upon which the Union may post notices of Union business. Locations for bulletin boards:

- (1) Beside scale house
- (2) Tenneco Shop (El Rancho Tigre)

ARTICLE 17

INCOME TAX WITHHOLDING

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

ARTICLE 18

CREDIT UNION WITHHOLDING

Upon proper written authorization from a worker to the Company, deductions as provided for in such authorization shall be made by the Company for the Farm Workers Credit Union, and such monies and reports shall be forwarded on a weekly basis to that organization at P. O. Box 62, Keene, California, 95531, or such other address as designated by the Administrator of the Credit Union.

ARTICLE 19

LOCATIONS OF COMPANY OPERATIONS

The Company shall provide the Union, upon request, the exact locations of the Company's agricultural operations for use by Union representatives pursuant to Article 7 of this Agreement, Right of Access to Company Property.

ARTICLE 20

SUBCONTRACTING

The parties understand and agree that the hazards of agriculture are such that subcontracting may be necessary and proper. Subcontracting may be necessary in areas such as leveling, custom land work, precision planting, agricultural chemicals and where specialized equipment not owned by the Company is required. It is also understood and agreed that the Company shall not subcontract to the detriment of the Union or bargaining unit workers.

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

- A. Subcontracting is permissible under this Agreement where workers in the bargaining unit covered by this Agreement do not have the skills to operate and maintain the equipment or perform the work of a specialized nature.
- B. Subcontracting is permissible under this Agreement where the Company does not have the equipment to do the work being subcontracted.
- C. Company will notify the Union in advance of any subcontracting.

ARTICLE 21

MODIFICATION

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

ARTICLE 22

SAVINGS CLAUSE

Section A. In the event any portion of this Agreement shall become ineffective as the result of any applicable local, state, or federal law, only that portion of this Agreement so affected shall be ineffective; in no event shall the fact that a portion of this Agreement is inapplicable or illegal in accordance with such laws, render the remainder of this Agreement ineffective or work a termination.

ARTICLE 23

SUCCESSOR CLAUSE

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

ARTICLE 24

FAMILY HOUSING

The Company and the Union recognize that one of the most serious needs of farmworkers, particularly migrant farm families who help produce food for the nation, is adequate family housing. It is mutually agreed by the Company and the Union that they will cooperate to encourage direct governmental action at the federal, state and county levels to plan, finance and construct public housing in important agricultural locations.

ARTICLE 25

HOURS OF WORK, OVERTIME & WAGES

Section A. The normal work week shall consist of sixty (60) hours a week. The normal workday shall consist of ten (10) hours a day.

Section B. All hours worked in excess of sixty (60) hours in any one week or all hours worked in excess of ten (10) hours in any one day shall be paid at the rate of one and one-half ($1\frac{1}{2}$) times the rate of pay per hour. This Section does not apply to irrigators.

Section C. When a worker performs work at a higher rated job than his or her classification for more than four (4) hours in a work day he shall be paid at the higher rate. When a worker performs work at a lower rated job than his or her classification he or she shall be paid at the rate of his or her classification.

Section D. Workers shall receive one-half ($\frac{1}{2}$) hour for lunch which shall not be compensated nor counted as hours worked.

ARTICLE 26

REPORTING AND STANDBY TIME

Section A. A worker who is required to report to work and does report and is furnished no work shall be paid at least four (4) hours at his hourly rate of pay or his average hourly piece rate earnings based upon the preceding payroll week. If a worker starts work and is furnished less than four (4) hours of work, he shall be paid at least four (4) hours at his hourly rate of pay or his average hourly piece rate earnings based upon the preceding payroll week. This section shall not apply where work covered by this Agreement is delayed or cannot be carried out because of rain, frost, governmental condemnation of crop, excessive moisture, refusal of workers to work, or other causes beyond the control of the Employer.

Section B. The employer shall make every effort to provide workers with a reporting time as close as possible to the actual work starting time.

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

ARTICLE 27

HOLIDAYS

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

1. Thanksgiving Day
2. Christmas Day

Holiday pay shall be an amount equal to the number of hours in the worker's normal work day as described in HOURS OF WORK & OVERTIME, ARTICLE 26, paid at his/her regular straight-time hourly rate or average hourly piece rate earnings based on the preceding payroll period.

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

Section C. The Company reserves the right to require workers to work on said holidays. Any work performed on the above listed holidays shall be paid at the straight time rate in addition to the holiday pay.

ARTICLE 28

VACATIONS

Section A. Workers shall be entitled to receive vacation payment and time off from work as follows. Workers with more than one (1) year seniority: one (1) week off; workers with more than five (5) years seniority: two (2) weeks off.

Section B. Workers shall be paid by the Company for holidays occurring during the vacation period and may extend their vacation period to include a paid holiday occurring on a day consecutive to a vacation period.

Section C. Workers may waive vacation periods.

Section D. Workers may not take vacation until they have been employed continuously for one (1) full year.

Section E. Vacation schedules shall be mutually agreed upon, except if more workers want a particular vacation period than can be reasonably spared, the workers with the highest seniority shall have first preference for the vacation period.

Section F. In the event a worker's seniority is broken according to Section B of Article 4, then such worker's vacation pay is due and payable at the time he/she receives his/her final pay check.

ARTICLE 29

REST PERIODS

Section A. Workers shall have paid rest periods of ten (10) minutes every four (4) hours. Such rest periods shall not be used by the Company for any purpose.

ARTICLE 30

ROBERT F. KENNEDY FARM WORKERS MEDICAL PLAN

Section A. The Company shall, beginning with the effective date of this Agreement, contribute to the Robert F. Kennedy Farm Workers Medical Plan, twenty-eight (28¢) for each hour worked for all workers covered by this Agreement.

Section B. Contributions shall be computed on the basis of the applicable contribution rate for every hour worked during the preceding monthly payroll for every worker covered by this Agreement.

Section C. Contributions due shall be deposited with such bank as designated by the Administrator of the Plan. Said deposits shall be made or mailed not later than the 20th day of the month following the ending date of the previous month's payroll period. A summary report in accordance with Article 36 shall be remitted to the Robert F. Kennedy Farm Workers Medical Plan, Department 3-6534, Los Angeles California, 90088, or such other address as designated by the Administrator of the Plan.

ARTICLE 31

BEREAVEMENT PAY

In the case of death of a member of a worker's immediate family, defined as father, mother, father-in-law, mother-in-law, spouse, brother, sister, son, daughter, granddaughter, or grandson, workers shall be granted a leave of absence of one (1) day with pay at the regular hourly rate. Worker may take additional time required but no more than one (1) week unless authorized by Company.

ARTICLE 52

JURY DUTY AND WITNESS PAY

For jury duty or when subpoenaed as a witness a worker shall, while serving, receive from the Company the difference in the amount he or she should have been paid for such service and his or her regular hourly rate or average piece rate earnings based on the preceding payroll week for his or her scheduled working hours per day for the duration of such service. To receive pay under this provision, the worker must provide the Company with notice that he or she has been summoned for jury duty or witness service and present the Company with documentary evidence of the amount of jury or witness fees received for jury or witness service. Such leave shall not result in loss of seniority.

ARTICLE 33

TRAVEL PAY

Workers who are requested by the Company to use their own vehicles on the job (such as, but not limited to irrigators) will be paid twenty cents (20¢) per mile for the use of their cars.

ARTICLE 34

NO STRIKES - NO LOCKOUTS

Section A. There shall be no strikes, slowdowns, sitdowns, boycotts, or other interruptions of work by the Union or by the workers covered by this Agreement during the term of this Agreement, except as provided for under Article 12, Workers' Security. The Union will not authorize or approve any such activity. There shall be no lockout by the Company.

Section B. If any such unauthorized strike, slowdown, sitdown, boycott, or other interruption of work occurs, the officers and representatives of the Union shall do everything within their power to end or avert such prohibited activity.

Section C. If any such unauthorized lockout should occur, the Company shall do everything with its power to end such prohibited activity.

ARTICLE 35

MECHANIZATION

Section 1. The Company shall have the right to use the kinds of mechanical equipment it has used in the past and to use new kinds of mechanical equipment except as restricted in Sections 2 and 3 of this Article.

Section 2. In the event the Company anticipates the mechanization of any operation of the Company that will permanently displace employees the Company, before commencing such mechanical operations shall meet with the Union to discuss the training of displaced employees to operate and maintain the new mechanical equipment, the placement of displaced employees in other jobs with the Company, the training of such workers on a preferential hiring list which the Union will use in conjunction with Article 3, Hiring.

Section 3. If the Company anticipates mechanization of its operations which will permanently displace more than twenty-five (25%) percent of its employees, it shall notify the Union and, upon request, bargain with the Union prior to the introduction of such mechanical equipment. If the parties cannot agree on the introduction of such equipment, the Company shall have the right to utilize it and the Union shall have the right to strike, notwithstanding the provisions of Article 39, No Strikes - No Lockouts.

ARTICLE 36

REPORTS TO UNION

Section A. All contributions due under this Agreement on fringe benefit plans shall be computed on the preceding monthly payroll periods for every worker covered by this Agreement and shall be remitted monthly. In conjunction therewith, a monthly summary report will be mailed on or before the 20th day of each month, covering the preceding payroll month for which contributions for fringe benefits are due,

The monthly summary report shall include, for each worker being reported, name, social security number, total hours worked, total compensation paid, and total contributions due each plan. Said monthly report shall also show total number of workers reported, total compensation paid such workers, total hours worked by such workers, as well as total contributions being remitted to each plan.

Section B. In the event the Company has no workers in its employment during any monthly payroll period, the Company shall submit to each plan, on forms to be provided by Plans, a certified statement to the effect. Said statements shall be mailed on or before the 20th day of the following calendar month.

Section C. The Company 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 the Company had no covered workers in its employment during such month, is not postmarked on or before the 20th day of the succeeding calendar month.

ARTICLE 57
COMPANY HOUSING

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

Section B. During the life of this Agreement, the Company will make every reasonable effort to see that the housing units now rented by the workers covered by this Agreement shall, at a minimum, conform to all applicable state and local ordinances with respect to the condition of such housing units.

ARTICLE 58

MANAGEMENT RIGHTS

The Company retains all rights of management including the following, unless they are limited by some other provision of this Agreement: to decide the nature of equipment, machinery, methods or processes used; to introduce new equipment, machinery, methods or processes and to change or discontinue existing equipment, machinery or processes; to determine the products to be produced, or the conduct of its business; to set job standards, 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 39

DURATION OF AGREEMENT

This Agreement shall be in full force and effect from *August 24* 1981 to and including *August 23* 1982. This Agreement shall automatically renew itself upon expiration of this Agreement unless either party 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 *3rd* day of *September*, 1981.

For: United Farm Workers
of America, AFL-CIO

For: Cattle Valley Farms

BY: *Cesar Chavez*
Sa 1 Mat
Eduardo Carrmona
Severio Rodriguez
Blas Gonzalez
Jorge Sanchez C.
Manuel Lopez

BY: *Thomas A. Shook*
Attorney

APPENDIX A

WAGES

TRACTOR DRIVER

Lead Man	\$4.05
Class I	\$4.45
Class II	\$4.10

IRRIGATOR

Lead Man	\$4.05
Irrigators	\$3.85

GENERAL LABOR

Utility	\$4.05
Special Projects	\$4.05
General Labor	\$3.76
Citrus Utility	\$4.15

SHOP MECHANICS

Class I	\$6.40
Class II	\$5.77
Class III	\$5.00
Class IV	\$4.60
Helper	\$3.80

HAY EQUIPMENT OPERATOR

Lead Man	\$5.10
Class I	\$4.70
Class II	\$4.10

TRUCK DRIVER

Class I	\$4.50
Class II	\$4.06

COWBOY

Lead	\$4.46
Cowboy	\$4.25
Feeder	\$4.15

APPENDIX "B"

CATTLE VALLEY FARMS

AND

THE UNITED FARM WORKERS OF AMERICA, AFL-CIO

NAME:

DATE:

WORKER SOCIAL SECURITY NUMBER:

SENIORITY DATE:

NOTICE OF RECALL

In accordance with the provisions of Article 5, Seniority of the Agreement between Cattle Valley Farms 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 is approximately _____ working days.

The exact starting date is subject to change and shall be confirmed on or about _____. You may obtain the exact starting date by telephoning the Company office at 398-6175 or the Union office at 398-6179.

Failure to report to work in response to this recall may result in you loss of seniority under Article 5, Seniority, Section C-3.

*NOTICE OF RECALL to be in English and Spanish.

LETTER OF UNDERSTANDING

CVP and UFW

RE: ARTICLE 11 SUPERVISORS

Section A. of Article 11 shall apply to the following Supervisors:

Malcolm

Joe Garcia

Baldemar Orduno

Section B of Article 11 shall apply to the following Supervisors:

Abe Espinoza

Victor Cano

John Sidhu

Guillermo Perez

Ralph Gonzalez

Tony Lopez;

plus a Cattle foreman and a Hay foreman presently unfilled.

Company shall contribute for each of the above Section B Supervisors the amount of 60 hours per week equivalent of dues.

Company will notify the Union of any change in Supervisorial personnel.

LETTER OF UNDERSTANDING

BETWEEN

CATTLE VALLEY FARMS

AND

UNITED FARM WORKERS OF AMERICA, AFL-CIO

Re: ROBERT F. KENNEDY FARM WORKERS MEDICAL PLAN

The Company shall contribute to the Robert F. Kennedy Farm Workers Medical Plan ^{Twenty-eight 28¢} ~~thirty-six cents (36¢)~~ for sixty (60) hours in the month of August, 1981, for all employees who were employed by the Company during the month of August, 1981 and who are still employed by the Company as of the date of the execution of this Agreement.

The Company shall contribute to the Robert F. Kennedy Farm Workers Medical Plan ^{Twenty-eight 28¢} ~~thirty-six cents (36¢)~~ for sixty (60) hours in the month of September, 1981 for each worker who was employed by the Company during that month.

All contributions made pursuant to this Letter of Understanding shall be remitted and reported in accordance with Article 30, Robert F. Kennedy Farm Workers Medical Plan and Article 40, Reports to Union.

Dated: 9/12/81

UNITED FARM WORKERS OF
AMERICA, AFL-CIO

CATTLE VALLEY FARMS

[Signature]

[Signature]

LETTER OF UNDERSTANDING

BETWEEN

CATTLE VALLEY FARMS

AND

UNITED FARM WORKERS OF AMERICA, AFL-CIO

Re: RETROACTIVE PAY

Upon the signing of this Agreement the Company shall pay, to each worker covered by this Agreement, the difference between what each worker was earning prior to the execution of this Agreement and what each worker will earn under Appendix A, Wages, of this Agreement for all hours worked from August 24, 1981 to the date the rates in Appendix A go into effect.

Dated: _____

9/12/81

UNITED FARM WORKERS OF
AMERICA, AFL-CIO

S. I. Martin

CATTLE VALLEY FARMS

John R. Kinner

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