

AGREEMENT

PARTIES

This Agreement and Supplemental Agreements attached hereto are between COZZA FARMS, INC, hereafter called "the Company" and the United Farm Workers of America, AFL-CIO, hereafter called "the Union". The parties agree as follows:

ARTICLE 1. RECOGNITION

A. The Company does hereby recognize the Union as the sole labor organization representing all of the Company's agricultural employees (hereinafter called "workers") in the unit set forth in Agricultural Labor Relations Board's certification in case number 75-RC-22-R. In the event the Agricultural Labor Relations Board certifies other employees not here included within the certified unit, such additional employees shall be included under the terms of this Agreement. The term "worker" shall not include office and sales employees, security guards, designated family members, and supervisory employees who have the authority to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward or discipline other workers or the responsibility to direct them or adjust their grievances, or effectively recommend such action, if, in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature but requires the use of independent judgment.

B. The Company agrees that no business device including joint ventures, partnerships or any other forms of agricultural business operations shall be used by the Company for the purpose of circumventing the obligations of this Agreement.

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

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

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

F. The Company will make known to all workers, supervisors and officers, its policies and commitments as set forth above with respect to recognition of the Union, and will not discourage workers in the bargaining unit from giving utmost consideration to supporting and participating in collective bargaining and contract administration functions.

ARTICLE 2. UNION SECURITY

A. Union membership shall be a condition of employment. Each worker shall be required to become a member of Union immediately following five continual days after the beginning

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

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

C. Company agrees to deduct from each worker's pay initiation fees, all periodic dues, and assessments as required by Union, upon presentation by the Union of individual authorization signed by workers, directing Company to make such deductions. Company shall make such deductions from workers' pay for the payroll period in which it is submitted, provided that it is submitted in advance of the close of the pay period, and periodically thereafter, specified on authorization so long as such authorization is in effect and shall remit monies weekly. The Company shall provide a monthly summary report as soon as possible, but not later than twenty days (thirty days for the first three months after the date of execution of this Agreement) after

the last pay period in the previous month, containing the names of the workers, social security numbers, payroll periods covered, gross wages, total hours worked per worker, total number of workers and amount of Union dues deducted during such pay periods from each worker. Union will furnish the forms to be used for authorization and will notify the Company in writing of dues, assessments and initiation fees within five days of the execution of this Agreement and five days before the effective date of any change.

D. The Union will furnish the Company with membership and authorization forms. If the Company procures workers from "any other source" as provided in Article 3 the Company will explain the membership and deduction authorization arrangements between the Company and the Union at the time of hiring new workers. The Company will be responsible to cause such workers to sign the membership and authorization forms not later than immediately following five days of the beginning of employment. The Company will immediately give a copy of the authorization form to the worker, retain a copy for its use pursuant to Section C above, and promptly turn over per arrangement the other copy along with the membership application to the Union area office.

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

ARTICLE 3. HIRING

A. The Union shall operate and maintain a facility

whereby Company may secure new or additional workers. The Union will notify Company of the address and phone number of each facility nearest each operation of the Company and the name of the person in charge of the facility.

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

C. Whenever at the beginning of any operating season in any area of operation of the Company, the Company anticipates the need for new or additional workers to perform any work covered by this Agreement, the Company shall, at least two weeks prior to the date of anticipated need for such workers, notify the facility of the Union designated in Section A in writing, stating the number of workers needed, the type of work to be performed, the estimated starting date of the work and the approximate duration thereof. The Company shall notify the Union promptly of any change in estimated starting date, however, the Company shall give to the Union the exact starting date no later than twenty-four hours prior to the actual date for commencement of the work.

D. In the event, during the operating season in any area of Company operations, new or additional workers are needed to perform work covered by this Agreement, the Company shall notify the Union facility designated in Section A of the number of workers needed, the type of work to be performed, the date the workers are needed, and whether the work is temporary or permanent. The Union shall be given

forty-eight hours notice or as far in advance as reasonably possible.

E. When workers are requested of the Union, Union shall use its best efforts to furnish the requested number of workers, and the Union shall promptly notify the Company if it is unable to comply with any Company request for workers. If the Union does not furnish the requested number of workers on the date and by the time requested, the Company shall be free to procure needed workers not furnished by the Union from any other source. If the Company secures workers under the provisions of this paragraph, the Company will make available to Union, in writing within five days thereafter, the names, social security numbers, date hired and job classifications of all workers so hired, provided however, that the Union shall be entitled, acting on its own, to ascertain such information from such workers at any time after twenty-four hours following the hiring of such workers, provided further, that work is not interrupted. Grievances relating to this paragraph shall be subject to the expedited grievance and arbitration procedure.

F. When Company requests workers from the Union facility for jobs which require skills or experience (such as tractor drivers or irrigators) the Union will refer workers who meet the job requirements. Before the Company makes a determination that a referred worker does not meet the job requirement, the supervisor will fully explain the job duties and requirements and give the worker a reasonable time (which need not exceed one day) to meet the job requirements. Discharges shall be subject to the procedures of Article 8 - Discipline and Discharge.

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

H. In the event that it is necessary to lay off workers before they acquire seniority, it is understood that if such workers are referred or dispatched by the Union to the Company, such workers will be given work opportunity by the Company on the same basis as any other non-seniority worker.

ARTICLE 4. SENIORITY

A. After a worker has worked for the Company at least fourteen work days within the preceding ninety calendar days, he shall acquire seniority on the fourteenth day of work retroactive to his date of hire. Whenever a commodity or crop season is less than twenty-eight calendar days, a worker shall acquire seniority provided he works one-half the number of workdays in the season. It is understood that the days prior to acquiring seniority do not establish nor shall be a probationary period. There shall be no layoffs for the purpose of circumventing acquisition of seniority.

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

- (1) Voluntary quitting.
- (2) Discharge for just cause.
- (3) When on layoff, the worker fails to report within three working days after being called, unless satisfactory reasons in writing are given within six

days after being called.

(4) When the worker fails to report to work at the termination of a leave of absence or vacation.

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

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

C. The classifications of workers shall be as designated on Appendix A attached hereto and by this reference made a part hereof. The filling of vacancies, new jobs, promotions or increased work opportunities within the bargaining unit, demotions and reductions in classification shall be on the basis of seniority (except for past practice as to certain workers, who may be hired or transferred by the Company without observing the provisions of this Article 4); provided, however, the worker is able to do the work. In such cases, the supervisor will fully explain the job duties and requirements, and give the worker a reasonable time to meet the job requirements.

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

E. Workers reduced in classification or laid off from any classification upon restoration of work force or recall shall return in seniority order, with the workers with the highest seniority being recalled first to the classification from which they were reduced or laid off.

F. Whenever a permanent vacancy occurs in any classification with a rate above general field and harvesting, such

vacancy shall be posted on the Company's bulletin boards. A copy of such posting shall be provided the Ranch Committee or the Union. The posting shall be made at least five days before the vacancy is permanently filled. Workers with seniority desiring consideration for the higher rated job will so indicate by signing the posting. The senior worker, in accordance with Section C above, shall be selected for the vacancy and he shall be given a fair opportunity to qualify. If such worker cannot perform the job, he shall return to his former classification and rate and the Company will then select the next senior worker who had signed the posting and he shall be given a fair opportunity to qualify. Selection and training for those workers applying for the position shall be as set forth in Section C above.

The Company will fill temporary vacancies, such as during the posting period or those created by a worker's short-term illness, injury or other temporary absence which are not subject to posting, so far as possible, with seniority workers.

G. The Company shall prepare up-to-date seniority lists, showing the name of each worker, his seniority date, social security number, and job classification, which shall be posted on the Company bulletin board as follows: the seniority lists (the first of which shall be approved and signed by Company and Union concurrently with the execution of this Agreement and as a condition to the efficacy of this Agreement) shall be posted within five days after the execution of this Agreement and thereafter every three months for a period of two weeks, and the Union shall also be given a copy of each of said seniority lists. All sen-

iority lists, including without limitation first, shall be prepared from and based on the Company's payroll records. If questions arise concerning the accuracy of the lists the Union and Company have up to two weeks after the posting is completed to resolve the dispute. If the dispute remains after two weeks, any unresolved matters relating to the seniority lists shall be submitted to expedited arbitration.

H. The Company, when anticipating the recall of seniority workers, shall notify the worker and the Union, not less than two weeks prior to the estimated starting date of the work, except in the event of an act of God, and the approximate duration thereof. The Company shall then notify the worker when to report for work, allowing reasonable time to report.

I. The Company shall notify the Union within five working days of seniority workers laid off or recalled on a seasonal basis, in accordance with this Article by giving the worker's name, social security number, seniority date, job classification and date of recall or layoff. In all recall situations, the Company shall furnish to the Ranch Committee a list containing the name and social security number of each worker recalled who actually reports for work. Grievances relating to this Section I shall be subject to the expedited grievance and arbitration procedure.

J. Seniority shall not be applied so as to displace (bump) any worker of the Company, except as provided in other Sections of this Article.

ARTICLE 5. GRIEVANCE AND ARBITRATION PROCEDURE

A. The parties to this Agreement agree that all disputes which arise between the Company and the Union out

of the interpretation or application of this Agreement shall be subject to the Grievance and Arbitration Procedure, as set forth in this Article 5. The parties further agree that the Grievance Procedure of this Agreement shall be the exclusive remedy with respect to any disputes arising under this Agreement, and no other remedies shall be utilized by any person with respect to any dispute involving this Agreement until the Grievance and Arbitration Procedure has been exhausted.

B. The Company shall not prevent (i) Union stewards from being available to workers wishing to submit a grievance and (ii) Union representatives or the grievance committee from being available to perform their functions under this Agreement.

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

D. FIRST STEP: Any grievance arising under this Agreement shall be immediately taken up between the Company supervisor involved and the Union steward. They shall use their best efforts to resolve the grievance. In the event the grievance is not immediately satisfactorily resolved, the grieving party shall reduce the grievance to writing and set forth the nature of the grievance. A grievance regarding a discharge of an employee must be filed in writing within five days of the discharge. All other grievances must be filed in writing with the other party within thirty days of the occurrence of the grievance or thirty days of the discovery thereof.

SECOND STEP: Any grievance not resolved in the First Step shall be discussed in a meeting between the grievance committee and the Company representative delegated to resolve such matters not later than ten calendar days of the filing of the grievance. If the grievance is not satisfactorily resolved in such meeting the party receiving the grievance shall immediately give a written response to the other regarding its position including reasons for denial. The failure of the grieving party to appeal to the Second Step within thirty calendar days shall waive the grievance. A Union representative may fully participate in the grievance meeting.

THIRD STEP: If the foregoing fails to produce settlement, the grievance shall be referred in writing to an arbitrator within thirty days after the Second Step. The arbitrator shall consider and decide the grievance referred to him. The arbitrator shall not have the authority or jurisdiction to modify, add to, detract from, or alter any provision of this Agreement. Within such limitations, among other things he shall have authority (i) to award back pay for any loss of earnings from the Company, (ii) to revoke any form of discipline including discharge, and (iii) to order compliance by all parties within the provisions of the Agreement.

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

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

All expense and salaries of the arbitrator shall be borne equally by the parties. Each party shall pay the cost of presenting its own case.

E. The parties agree that Rabbi Monroe Levens shall be the initial permanent arbitrator, provided, however, that the Company may elect to replace Rabbi Levens as permanent arbitrator with any other clergyman selected by the Company, by the Company's giving written notice to the Union of such election (which notice shall specify the other clergyman selected) within thirty days after the date of this Agreement. Rabbi Levens, or any other permanent arbitrator hereafter selected may be replaced upon the request of either party at any time after such selected permanent arbitrator has served for at least six months, and in the event the parties are unable to mutually agree on a new permanent arbitrator, the procedures outlined in the next two paragraphs of this Section E shall be applicable, until such time as the parties are again able to agree on a permanent arbitrator.

The parties will make a good faith effort to agree on a list of arbitrators. In the event they are unable to agree, not later than fifteen days after the need for such a list arises, if requested by either the Company or the Union, a panel of eleven arbitrators shall be requested from either the American Arbitration Association or the Federal Mediation and Conciliation Service.

After receipt of the lists the parties shall meet to select an arbitrator for each grievance. If the parties cannot agree upon the selection of an arbitrator then they shall turn to the lists of arbitrators received under pro-

cedures of the above paragraph. The party to strike first shall be selected by a coin toss. That party shall strike the first name from each list. The name remaining after each party has struck five shall be the person designated as arbitrator for the particular grievance. Every six months either party may request a new list of arbitrators and require a new meeting as discussed in this paragraph to select a new arbitrator.

F. Grievances specified elsewhere in this Agreement as subject to the Expedited Grievance and Arbitration Procedure may, at the request of the grieving party, and with written notice to the other party, be expedited to arbitration. After such a grievance has been reduced to writing, the grieving party may request and there shall be a Second Step meeting within two workdays and the responding party will immediately provide its answer in writing, if denied, setting forth the reasons for denial. The grieving party may then request, with notice to the responding party, that the grievance be referred to the arbitrator within three workdays from the written responsive answer. If such a grievance is presented to the arbitrator, it will take precedent, as to investigation, hearing date, and issuance of decision over any other case.

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

H. In the event that any dispute causes a work interruption of any kind, the parties agree to make an immediate joint effort to end such interruption which may include contacting an arbitrator. The arbitrator shall order an end to such interruption, personally, if possible,

or by telephone, and shall immediately attempt to resolve the dispute. Such action in no way alters the obligation or liability of either party under this Agreement.

I. The parties agree that the primary purpose of the grievance procedure is to resolve grievances as speedily as possible and 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 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.

J. The failure of either party, or any worker, to avail itself of the provisions of this Article within the time periods specified (time being of the essence) shall be deemed to be a waiver of all rights to raise a grievance or complain of an alleged grievance under this Agreement.

ARTICLE 6. NO STRIKE CLAUSE

A. There shall be no strikes, slowdowns, work stoppage, boycotts, or interruptions of work by the Union nor shall there be any lockout by the Company.

B. In the event of a breach of this Agreement, the officers and representatives of Union and/or Company as the case may be, shall do everything within their power to end or avert such activity.

C. Workers covered by this Agreement shall not engage

in any strike, slowdown, work stoppage, boycott, or other interruption of work which action is not approved by the Union.

D. Company may discharge or discipline any worker who violates the provisions of this Article 6.

ARTICLE 7. RIGHT OF ACCESS TO COMPANY PROPERTY

A. Duly authorized and designated representatives of the Union (not exceeding three in number) shall have right of access to Company premises in connection with conduct of normal union affairs in administration of this Agreement. In the exercise of the foregoing, there shall be no unnecessary interference with the productive activities of the workers.

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

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

ARTICLE 8. DISCIPLINE AND DISCHARGE

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

B. Prior to any discharge or suspension, the Company shall notify the steward or other Union official and such Union representative shall have the right to be present when formal charges are made, if they so desire. Provided,

however, if a situation occurs in a remote area, wherein the Company deems it necessary to take action and no steward or Union representative is available, the Company may take action and must give written notice within the time limit in Paragraph D below.

C. The steward or other Union representative shall have the right to interview workers in private so long as such interview does not unnecessarily interfere with work requirements.

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

E. Individual performance in relation to piece rate, or incentive plan, shall not be conclusive evidence for the purpose of disciplining or discharging a worker. This provision shall not, however, constitute any limitation on any of the Company's rights to discharge or discipline for unsatisfactory work performance.

ARTICLE 9. DISCRIMINATION

In accordance with the policies of Company and the Union, it is agreed that there shall be no discrimination against any worker because of race, age, creed, color, religion, sex, political belief, national origin, language spoken or Union activity.

ARTICLE 10. WORKER SECURITY

A. Company agrees that any worker may refuse to pass through any picket line of another company which is sanctioned by the Union, where the worker's physical well-being is threatened by his so doing.

B. No worker under this Agreement shall be required to perform work that normally would have been done by employees of another company who are engaged in a strike sanctioned by the Union.

ARTICLE 11. LEAVES OF ABSENCE

Leaves of Absence for Union Business

A. Any worker elected or appointed to an office or position in the Union shall be granted a leave of absence for a period of continuous service with the Union upon written request of the Union, provided that at no time shall more than five workers be entitled to leaves of absence pursuant to this Section A. Ten days' notice must be given the Company before the worker takes leave to accept such office or position or chooses to return to work. Such leave of absence shall be without pay. Seniority shall not be broken or suspended by reason of such leave.

B. A temporary leave of absence without pay not to exceed three days per calendar quarter 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 days prior to commencement of any such leave;
2. Such leaves of absence shall only be granted to workers engaged in culture and shall not exceed five percent of irrigator, sprayer, tractor or truckdriver crews, or ten percent of any other crew;
3. This section shall only apply to companies whose harvesting operations exceed sixty workdays in a calendar year;

4. This section shall not apply to operations during critical periods if it would harm operations.

Other Leaves

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

1. For jury duty or witness duty when subpoenaed.
2. A worker who serves in the U.S. Military and notifies the Company and Union in writing prior to leaving for such service, and reports for work within thirty days after being discharged from such service, shall not lose any seniority, job rights, or other benefits. Upon return from such service, such worker shall be granted a job equal to that he or she would have had with Company had he or she remained in Company's continued employ, provided, however, any renewal of enlistment beyond the original one will serve to break seniority unless such action violates the Selective Service Act.
3. Up to two continuous years of illness or injury requiring absence from job. The Company may require substantiation by medical certificate or other adequate proof of illness.
4. For valid personal reasons, not to exceed sixty days, where prior written notice specifying the reason is given to the Company.

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

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

E. 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 employment and seniority in accordance with Article 4 - Seniority.

ARTICLE 12. SUPERVISORS

Supervisors and other employees not included in the

bargaining unit, other than designated family members set forth in Appendix "B" shall not perform any work covered by this Agreement, except for instruction, training, emergencies, and the type of work which supervisors have historically performed in the past, and where the intent is not to deprive workers in the bargaining unit of work.

ARTICLE 13. HEALTH AND SAFETY

A. Company agrees to make available to Union upon reasonable request such records as will disclose the following:

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

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

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

D. In accordance with law, there shall be adequate toilet facilities separate for men and for women in the field readily accessible to workers, that will be maintained by the Company in a clean and sanitary manner. The Company shall provide soap and water and paper towels in the vicinity of toilet facilities so that workers may wash their hands.

E. Each place where there is work being performed shall be provided with suitable, cool, potable drinking water convenient to workers. Individual paper drinking cups or drinking fountains shall be provided. Drinking water containers shall be kept separate from toilet facilities.

F. Tools and equipment historically provided and necessary to perform the work and protective garments as required by law 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 provided rain boots when working in mud and rain coats and pants when working in rain; provided however, that workers will be charged the full cost of rain gear when issued and shall sign for same; provided further, that workers will be reimbursed for such charge upon returning such equipment to the Company. Workers shall be responsible for returning all equipment that was checked out to them, but shall not be responsible for normal breakage, 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.

G. All Company vehicles used to transport workers shall be maintained and operated in safe condition at all times.

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

ARTICLE 14. MANAGEMENT RIGHTS

The Company shall have and maintain all rights of management and discretion in all matters, except as specifically and expressly limited or modified by this Agreement.

ARTICLE 15. UNION LABEL

A. The Union label and Union seal are and shall remain the sole property of the Union. During the term of this Agreement, Company shall be entitled to the use of said label and seal. It is agreed that during the term of this Agreement each shipping package or container, harvested and

packed by Union members and shipped by Company, at the option of Company, may bear the Union label or seal. In this regard Company shall not sell, transfer, or assign its right to use said label or seal except upon written permission of Union. The color, size and placement of the label or seal on particular packages or containers shall be determined by the Company.

B. In the event of the Company's misuse of the Union label or seal on packages or units harvested and packed by non-union workers, Union may revoke the right to use said label. In the event that the Union revokes the Union label or seal, it shall give reasonable notice to the Company and the Company agrees to return same forthwith, or if same cannot be returned then, on request of Union, the label or seal shall be completely obliterated on any package, container or unit.

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

ARTICLE 16: HOURS OF WORK; OVERTIME AND WAGES

A. The parties agree that work hours must be adjusted to accommodate seasonal requirements, weather conditions, and work requirements, but that whenever possible, the Company shall provide workers with eight to nine hours of work on weekdays and five hours of work on Saturdays.

B. DAILY OVERTIME: All hours worked in excess of nine (9) in any one day or all hours worked in excess of fifty-four (54) in any one week shall be paid at the rate of one and one-half (1 1/2) times the rate of pay per hour.

C. Meal time breaks shall be one hour and are not compensated for nor counted as hours worked under the provisions of this Agreement. Whenever ten or more workers are working for the Company, one worker shall be permitted to go to the lunch area ten minutes before the commencement of the lunch break to build a small fire for the heating of food.

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

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

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

G. It is understood by Company and Union that when working by the hour, workers are expected to work at a normal pace. Company agrees not to use any means or device to speed up production beyond a normal pace. The workers agree that this Section shall not be used to work slower than the normal work pace.

H. W2 wage and tax statement forms shall be given to the workers at the worksite or shall be sent to the mailing address specified by each worker who is on layoff or no longer employed.

Article 17: REPORTING AND STANDBY TIME

(A) Each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage.

(B) If an employee is required to report for work a second time in any one workday and is furnished less than two hours of work on the second reporting, said employee shall be paid for two hours at the employee's regular rate of pay, which shall not be less than the minimum wage.

(C) The foregoing reporting time pay provisions are not applicable when:

- (1) Operations cannot commence or continue due to threats to employees or property; or when recommended by civil authorities; or
- (2) Public utilities fail to supply electricity, water, or gas, or there is a failure in the public utilities, or sewer system; or
- (3) The interruption of work is caused by an Act of God or other cause not within the employer's control.

(D) This section shall not apply to an employee on paid standby status who is called to perform assigned work at a time other than the employee's scheduled reporting time.

ARTICLE 18: REST PERIODS

Workers shall have paid rest periods of ten (10) minutes each, which, insofar as practical, shall be taken in the worker's immediate work area and shall be in the middle of each continuous work period of approximately four (4) hours or major fraction thereof.

Article 19: VACATIONS

(A) Vacation pay shall be granted to eligible workers who qualify for such vacations. Each January, beginning in 1982, workers shall be eligible for vacation pay provided that they qualify as specified in Section B of this Article in the prior calendar year. Calendar year in this Section means January 1 through December 31.

(B) Vacation pay shall be computed on the basis of the appropriate per cent of the worker's gross earnings from the employer in the calendar year prior to the January payment date. Workers who worked nine hundred (900) hours in the prior calendar year with the Employer will qualify for three per cent (3%) of such gross earnings as vacation pay and a one week unpaid vacation; provided, however, that workers shall be eligible beginning in the year following the first year of continuous employment.

(C) Notwithstanding the provisions of Sections A and B above, vacation pay shall be granted to eligible workers who qualify for such vacations pursuant to this Section. Vacation pay shall be computed on the basis of the appropriate per cent of the worker's gross earnings from the Employer in the period commencing on or after June 4, 1980, and terminating on December 31, 1980. Workers who worked four hundred and fifty (450) hours during such period will qualify for two percent (2%) of such gross earnings as vacation pay; provided, however, that workers shall be eligible only if they have had at least one year of continuous employment.

(D) The worker who has qualified for a vacation pursuant to Section B shall be allowed time off, with the consent of the Company, as specified herein with no loss of seniority. Vacation schedules shall be mutually agreed upon. If, in the judgment of the Company, more workers want a particular vacation period than can be reasonably spared, the worker with the highest seniority shall have first preference for the vacation period.

ARTICLE 20. BEREAVEMENT PAY

To make funeral arrangements and to attend the funeral of a member of the immediate family (father, mother, mother-in-law, father-in-law, child, brother, sister, husband or wife), a worker who has worked for the Company at least five days, during the two weeks preceding the week of the funeral will be paid what he would have earned had he been working for the Company, not to exceed two (2) days. The Company may request that it be furnished with a death certificate.

Article 21: HC DAYS

(A) During the term of this Agreement, Good Friday, Labor Day, Christmas Day, and Rufino Contreras Day shall be paid holidays; provided, however, that the holiday dates shall be established according to applicable federal law. All workers qualifying under Section B below shall receive holiday pay as provided herein.

(B) To be eligible for a paid holiday not worked, a worker must work at least five (5) days during the two (2) payroll weeks immediately preceding the payroll week in which the holiday falls, and must work his/her scheduled workdays both immediately before and after the holiday. If his/her next scheduled workday after the holiday is more than five (5) calendar days after the holiday, the requirement for work on the scheduled workday after the holiday shall not apply.

(C) Any work performed on the above listed holidays, other than irrigators, shall be paid for at the rate of one and one-half (1 1/2) times the regular rate of pay in addition to his holiday pay.

(D) "Rufino Contreras Day" shall be designated as the last Sunday in August. Upon receipt of proper written authorization from the worker, the company shall deduct from such workers wages the holiday pay received for Rufino Contreras Day and shall remit such sum to the Rufino Contreras Committee of the United Farm Workers, AFL-CIO, for allocation as designated by the worker. The Union shall indemnify and hold the Company harmless from and against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the Company for the purpose of compliance with this Section D as it pertains to Rufino Contreras Day.

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

(F) In the event of a change in federal law after the effective date of this Agreement when a holiday falls on Saturday or Sunday, the following Monday shall be observed as a holiday; provided, however, that the provision of this Section F does not apply to Rufino Contreras Day.

ARTICLE 22. JURY DUTY

Workers who have worked at least five days during the two weeks preceding the week in which the following events occur shall receive the benefit of this section. A worker will be paid jury duty in any legal proceeding not between the parties for any days of work missed due to the performance of such service. Jury duty pay is defined as the difference between the fees received by such worker for performing such service and what he would have received had he been working for the Company for each day of service. To receive pay under this provision, the worker must provide Company with a copy or notice summoning him to appear and if so requested, documentary evidence of the amount of fees received for performing such service.

ARTICLE 23. RECORDS AND PAY PERIODS

A. Company shall keep full and accurate records, including total hours worked, piece rate or incentive rate records, total wages and total deductions. Workers shall be furnished a copy of the itemized deductions, hourly rates, hours worked and total wages each payday which shall include the worker piece-rate production records. Company shall furnish upon request daily records for each crew involved in piece-rate production.

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

ARTICLE 24. INCOME TAX WITHHOLDING

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

ARTICLE 25. CREDIT UNION WITHHOLDING

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

ARTICLE 26: ROBERT F. KENNEDY FARM WORKERS MEDICAL PLAN

A. The Company shall, commencing August 1, 1980, contribute to the Robert F. Kennedy Farm Workers Medical Plan twenty-two (22) cents per hour for each hour worked for all workers covered by this Agreement. Contributions due shall be computed on the basis of twenty-two (22) cents for every hour worked during the preceding monthly payroll period for every worker covered by the Agreement.

B. The Company shall, commencing August 1, 1981, contribute to the Robert F. Kennedy Farm Workers Medical Plan twenty-nine (29) cents per hour for each hour worked for all workers covered by this Agreement. Contributions due shall be computed on the basis of twenty-nine (29) cents for every hour worked during the preceding monthly payroll period for every worker covered by the Agreement.

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 twentieth day of the month following the ending date of the previous month's payroll period. A summary report in accordance with Article 29 shall be remitted to the Robert F. Kennedy Farm Workers Medical Plan, Dept. 3-6534, Los Angeles, California 90088, or such other address as designated by the Administrator of the Plan.

D. The Company will pay premiums and assure that where workers were covered by any other plan, there will be no lapse of coverage prior to the date of this Agreement.

ARTICLE 27. JUAN DE LA CRUZ FARMWORKERS PENSION FUND

The Company shall, commencing Aug. 1, 1980, contribute to the Juan De La Cruz Farmworkers Pension Plan eighteen (.18) cents per hour for each and every hour worked by each and every worker covered by this Agreement.

In accordance with Article 29, the monies and a summary report shall be remitted to the Plan at such address as designated by the Administrator of the Plan.

ARTICLE 28: MARTIN LUTHER KING FUND

A. The Company acknowledges the existence of the Martin Luther King Fund and its responsibility to make contributions thereto as provided in this Article 28. Commencing as of the effective date of this Agreement, and continuing for the duration of the contract, the Company shall contribute to the Martin Luther King Fund for each hour worked by all workers covered by this Agreement, fivecents (\$.05) per hour. Expenditures or investments of contributions shall be solely restricted to those charitable and educational purposes for which federal tax exempt status has been granted to the Fund. The contributions shall not be expended to the detriment of the Company. The Martin Luther King Fund shall obtain and maintain federal tax exemption and all contributions by the Company shall be deductible under the Internal Revenue Code.

B. In accordance with Article 29, the monies and a summary report shall be remitted to the Fund at such address as designated by the Administrator of the Fund.

ARTICLE 29. REPORTING ON PAYROLL DEDUCTIONS AND FRINGE BENEFITS

All contributions due hereunder on fringe benefit plans shall be computed on the preceding monthly payroll period for every worker covered by this Agreement. In conjunction therewith, a monthly summary report will be submitted on or before the twentieth of every month (thirtieth day for the first three months after the date of execution of this Agreement) covering the preceding monthly payroll for which contributions for fringe benefits are due. The monthly summary report shall include the employees' names, social security numbers, total hours worked by workers, total number of workers and amount of contributions.

ARTICLE 30. BULLETIN BOARDS

The Company will provide one bulletin board placed at a central location in each area of major operations upon which the Union may post notices of Union business.

ARTICLE 31. SUBCONTRACTING

The parties understand and agree that the hazards of agriculture are such that subcontracting may be necessary and proper. Subcontracting may be necessary in areas such as land leveling, custom land work, precision planting, agricultural chemicals and where specialized equipment not owned by the Company is required.

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

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

B. Subcontracting is permissible under this Agreement where the Company does not have the equipment to do the work being subcontracted. When a Company does subcontract pursuant to the terms of this provision, any workers of the subcontractor who actually operate or maintain the equipment shall not be covered by the terms of this Agreement. However, any workers of the subcontractor, other than those who actually operate or maintain the equipment, who work on the subcontracted job shall be covered by the terms of this Agreement.

C. No subcontracting shall be done where the intent of the Company is to deprive workers in the bargaining unit from performing work.

D. Company shall notify the Union in advance of any subcontracting.

ARTICLE 32. LOCATION OF COMPANY OPERATIONS

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

ARTICLE 33: MAINTENANCE OF STANDARDS

Company agrees that all conditions of employment for workers relating to wages, hours of work and general working conditions shall be maintained at no less than the highest standards in effect as of the date of this Agreement. Conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

The Union and the Company agree that during the negotiations which resulted in this Agreement they have fully negotiated and agree to the terms of the Company's contributions to the Robert F. Kennedy Farmworkers Medical Plan, that said terms of contribution as set forth herein sets forth the Company's total obligation in respect to medical plans and that therefore the obligations of this Article 33 do not extend to any medical plan maintained by the Company prior to this Agreement.

ARTICLE 34. MECHANIZATION

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

ARTICLE 35. NEW OR CHANGED OPERATIONS

In the event a new or changed operation or new or changed classification is installed by the Company, the Company shall set the wage or piece rate in relation to the classification and rates of pay in Appendix A and shall notify the Union before such rate is put into effect.

Whether or not the Union has agreed to the proposed rate, the Company may put the rate into effect after such notice.

In the event such rate cannot be agreed upon mutually between the Union and the Company, the same shall be submitted to the grievance procedure, including arbitration for determination beginning at the Second Step. Any rate agreed upon or as determined by the arbitrator shall be effective from the installation of such new or changed operation.

ARTICLE 36. MODIFICATION

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

ARTICLE 37. SAVINGS CLAUSE

In the event any portion of this Agreement shall become ineffective as the result of any applicable local, state or federal law, only that portion of this Agreement so affected shall be ineffective; in no event shall the fact that a portion of this Agreement be not applicable or illegal in accordance with such laws render the remainder of this Agreement ineffective or work a termination.

ARTICLE 38. SUCCESSOR CLAUSE

A. 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.

B. Effective as of said sale or transfer, Company shall be relieved of all further responsibility or liability under this Agreement, and such buyer or transferee shall thereupon be liable hereunder.

C. A sale of assets, either in whole or in part, which does not involve continuation of the workers of the Company to operate such sold or transferred business or assets shall not be subject to Section A of this Article.

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

ARTICLE 39. WAIVER

The parties agree that this Agreement, and all other documents executed contemporaneously herewith, constitute the entire agreement between them governing wages, hours and conditions of employment of the workers covered hereby, during the term hereof, and settles all demands and issues on all matters subject to collective bargaining. The Union is not relying upon any negotiations, representations or promises other than as specifically set forth herein.

Accordingly, Union and Company expressly waive the right during the term of this Agreement to demand negotiations upon any subject matter, except as provided in Article 35, whether or not such subject matter has or has not been raised or discussed by either party during the negotiations leading up to the execution of this Agreement.

ARTICLE 40. GENERAL

A. Captions in this Agreement are inserted for convenience only and do not define, describe or limit the scope or the intent of this Agreement or any of the terms hereof.

B. When used in this Agreement and whenever the context so requires the masculine gender shall include the feminine and neuter genders, the singular number shall include the plural, and vice versa.

C. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

ARTICLE 41. COST OF LIVING ALLOWANCE

- A. Cost-of-Living Allowance shall apply to all workers herein covered under this Agreement.

This Cost-of-Living adjustments herein provided shall be based on the Consumer Price Index-United States City average for Urban Wage Earners and Clerical Workers (1967=100), published by the Bureau of Labor Statistics hereinafter referred to as the CPI.

- B. For each eight tenths (.8) of a point by which the Index for January of 1981 exceeds the index for January of 1980, wages shall be increased by adding .01 to the job base rate up to a maximum of fifteen (.15) cents of any worker's base wage as of July 1, 1981. Any such wage adjustment made as a result of an increase in the Index shall become effective on July 1, 1981.

- C. Such COLA adjustment shall be added into the current rate of pay paid for all hours, wages and related benefits for which workers receive pay from the Company, such as overtime, vacations and holidays, etc.

- D. If the CPI falls below the Base set forth in this Article there shall be no Cost-of-Living adjustment.

E. No adjustment, retroactive or otherwise, shall be made in pay or benefits as a result of any revision which later may be made in the published figures for the CPI for any month on the basis of which the cost-of-living calculation has been determined.

F. The cost-of-living allowances are dependent upon the availability of the Bureau of Labor Statistics' CPI in its present form and calculated on the same basis as the CPI. In the event the Bureau of Labor Statistics changes the form or the basis of calculating the CPI, the Company and the Union agree to request the Bureau to make available, for the life of this Agreement, a CPI in its present form and calculated on the basis as the Index for December, 1978 (1967=100).

ARTICLE 42: INJURY ON THE JOB

If a worker is injured on the job and medical attention by a physician is required, the Company agrees to pay such worker's wages for the balance of the day of the injury. Provided, however, that the worker shall be required to return to work on that day if released to do so by the attending physician. If the worker is required to return to work by the physician, at the Company's discretion, he may be assigned another job position and be compensated at his rate or the new job's rate, whichever is higher, for the balance of that day.

ARTICLE 43: DURATION OF AGREEMENT

This Agreement shall be in full force and effect from August 1, 1980, to and including July 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 days prior to the expiration, requesting negotiations for a new Agreement, together with thirty days prior written notice to the State Conciliation Service. During this sixty day period all terms and conditions of this Agreement shall remain in full force and effect.

Executed on ~~August 10~~ ¹⁰ 13, 1980.

COMPANY:

UNITED FARM WORKERS OF
AMERICA, AFL-CIO

COZZA FARMS, INC.

BY [Signature]

BY [Signature]
Babna Mar
Angel S. Meidez
Virginia Gutierrez
Silviana Cortez
Z. B. W.
Jose A. Diaz

APPENDIX A

<u>Classification</u>	8/1/80	7/1/81
General Field and Harvest	4.05	4.35
Field Loader	4.10	4.40
Irrigator	4.15	4.45
Truck Driver - Field	4.15	4.45
Tractor Driver "B"	4.25	4.55
Truck Driver - Road	4.25	4.55

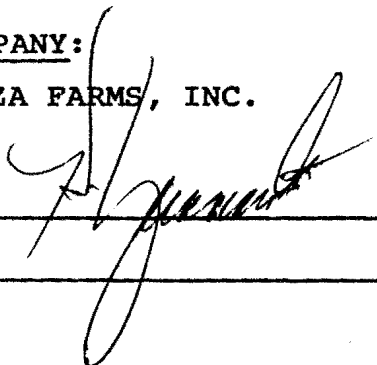
LETTER OF UNDERSTANDING

The parties agree that the Company shall make retroactive wage payments to the workers at the rate of \$0.425 per hour for all hours worked from June 4, 1980, to and including July 31, 1980.

COMPANY:

COZZA FARMS, INC.

BY



UNITED FARM WORKERS OF
AMERICA, AFL-CIO

BY

