

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

E. & A. CORPORATION

AND

UNITED FARM WORKERS OF AMERICA, AFL-CIO

January 3, 1979 - January 3, 1982

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AGREEMENT

Parties

This Agreement and supplemental Agreements attached hereto are between E & A Corporation (formerly HMS Financial Corporation), hereinafter called "the Company" and the UNITED FARM WORKERS OF AMERICA, AFL-CIO, hereinafter called "the Union". The parties agree as follows:

ARTICLE 1: RECOGNITION

A. The Company does hereby recognize the Union as the 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-29-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 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 foregoing, the exercise of such authority is not of a merely routine or clerical nature but requires the use of independent judgement.

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

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

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

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

F. The Company will make known to all workers, supervisors and officers. its policies and commitments as set forth above with respect to recognition of the Union and will encourage workers in

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

ARTICLE 2: UNION SECURITY

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

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

C. Company agrees to deduct from each worker's pay initiation fees, all periodic dues, and assessments as required by Union, upon presentation by the Union of individual 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 as soon as possible, but not later than the 20th day of the month following the ending date of the previous month's pay period containing the names of the workers, Social Security numbers, payroll periods covered, gross wages, total hours worked per worker, total number of workers and amount of Union dues deducted during such pay periods from each worker. Union will furnish the forms to be used for authorization and will notify the Company in writing of dues, assessments and initiation fees within five (5) days of the execution of this Agreement and five (5) days before the effective date of any change.

D. The Company will advise new workers that it is a condition of their employment that they must become and thereafter remain members in good standing in the Union immediately following five (5)

continual days after the beginning of their employment. The Company shall furnish workers membership applications and dues checkoff authorization forms as provided by the Union.

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

ARTICLE 3: HIRING

A. The Union shall operate and maintain a facility whereby Company may secure new or additional workers. The Union will notify Company of the address and 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 (2) weeks prior to the date of anticipated need for such workers, notify the facility of the Union designated in Section A in writing, stating the number of workers needed, the type of work to be performed, the estimated starting date of the work and the approximate duration thereof. The Company shall notify the Union promptly of any change in estimated starting date; however, the Company shall give to the Union the exact starting date no later than forty-eight (48) hours prior to the actual date for commencement of the work.

D. In the event, during the operating season in any area of Company operations, new or additional workers are needed to perform work covered by this Agreement, the Company shall notify the Union facility designated in Section A of the number of workers needed, the type of work to be performed, the date the workers are needed, and whether the work is temporary or permanent. The Union shall be given forty-eight (48) hours notice or as far in advance as possible.

E. When workers are requested of the Union, Union shall use its best efforts to furnish the requested number of workers. If the Union does not furnish the requested number of workers on the date requested, the Company shall be free to procure needed workers not furnished by the Union from any other source. If the Company secures workers under the provisions of this paragraph, the Company

will make available to Union, in writing within five (5) days thereafter, the names, Social Security numbers, date hired and job classifications of all workers so hired, provided however, that the Union shall be entitled, acting on its own, to ascertain such information from such workers at any time after twenty-four (24) hours following the hiring of such workers, provided further, that work is not interrupted. Grievances relating to this paragraph shall be subject to the Expedited Grievance and Arbitration Procedure.

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

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

ARTICLE 4: SENIORITY

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

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

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

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

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

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

7. The employee has been off work for three (3) consecutive days and has failed to notify the Company.

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

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

E. The Company, when anticipating the recall of seniority workers, shall notify the worker and the Union, not less than two (2) weeks prior to the estimated starting date of the work and the approximate duration thereof. The Company shall then notify the worker when to report for work, allowing reasonable time to report. All such notice of recall shall be a joint recall bearing the title of the Company and the Union. There shall be no recall by labor contractors. It is understood that the provisions of Article 3 - Hiring, Section B, apply to the recalled worker.

F. The Company shall notify the Union within five (5) working days of seniority workers laid off or recalled on a seasonal basis, in accordance with this Article by giving the worker's name, social security number, seniority date, job or commodity classification and date of recall or layoff. Grievances relating to this paragraph shall be subject to the Expedited Grievance and Arbitration Procedure.

G. Beginning with the signing of this Agreement and each three (3)

months thereafter, the Company shall provide the Union with an up-to-date seniority list showing the name of each worker, his seniority date, social security number and job or commodity classification. The Company shall also post a seniority list in a conspicuous place for examination by the workers and the Union Ranch Committee. The Union may review the accuracy of the seniority list and present to the Company any errors it may find on such list. Grievances relating to this paragraph shall be subject to the expedited grievance and arbitration procedure.

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

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

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

ARTICLE 5: GRIEVANCE AND ARBITRATION PROCEDURE

A. The parties to this Agreement agree that all disputes which arise between the Company and the Union out of the interpretation or application of this Agreement shall be subject to the Grievance and Arbitration Procedure. The parties further agree that the Grievance Procedure of this Agreement shall be the exclusive remedy with respect to any disputes arising under this Agreement, and no other remedies shall be utilized by any person with respect to any dispute involving this Agreement until the Grievance Procedure has been exhausted. Any claim by Union that on the job conduct by any non-bargaining unit employee is disrupting working relations may be treated as a Grievance provided that such Grievance is specified in detail.

B. The Company agrees to cooperate to make Union Stewards available to workers wishing to submit a grievance and to make the Grievance Committee of the Union available to perform their functions under this Agreement.

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

D. FIRST STEP: Any grievance arising under this Agreement shall be immediately taken up between the Company supervisor involved and the Union Steward. They shall use their best efforts to resolve the

grievance. In the event the grievance is not immediately satisfactorily resolved the grieving party shall reduce the grievance to writing and set forth the nature of the grievance. A grievance regarding a discharge of an employee must be filed in writing within five (5) days of the discharge. All other grievances must be filed in writing within thirty (30) days of the occurrence of the grievance or thirty (30) days of the discovery thereof.

STEP TWO: Any grievance not resolved in the First Step shall be discussed in a meeting between the Grievance Committee and the Company representative delegated to resolve such matters not later than ten (10) calendar days of the filing of the grievance. If the grievance is not satisfactorily resolved in such meeting the party receiving the grievance shall immediately give a written response to the other regarding its position including reasons for the denial. The failure of the grieving party to appeal to the Second Step within thirty (30) calendar days shall waive the grievance. A Union representative may fully participate in the grievance meeting.

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

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

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

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

SELECTION OF THE ARBITRATOR: The parties will make a good faith effort to agree on a list of arbitrators for each of the areas listed below. In the event they are unable to agree, and not later than one week (unless there is mutual agreement to extend this time period) after the execution of this Agreement and each (6) months

hereafter, if requested by either the Company or the Union, a panel of eleven (11) arbitrators shall be requested from either the American Arbitration Association or the Federal Mediation and Conciliation Service. One panel shall be requested for the Salinas area, one panel for the Ventura and Santa Barbara area, and one panel for the Imperial Valley. Upon the request of either party additional lists of arbitrators shall be requested for the other geographical areas.

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

E. EXPEDITED GRIEVANCE AND ARBITRATION. The parties agree that the primary purpose of the grievance procedure is to resolve grievances as speedily as possible and to maintain good relations between the Union, the Company, and the workers. It is recognized that there are times and 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.

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

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

G. In the event that any dispute causes a work interruption of any kind, the parties agree to make an immediate joint effort to end

such interruption which may include contacting the arbitrator. The arbitrator shall order an end to such interruption, personally, if possible, or by telephone, and shall immediately attempt to resolve the dispute. This in no way alters the obligation or liability of either party under the Collective Bargaining Agreement.

ARTICLE 6: NO STRIKE CLAUSE

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

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

C. Workers covered by this Agreement shall not engage in any strike, slowdown or other interruption of work, which action is not approved by the Union.

D. Nothing in this article nor in any other part of this Agreement will preclude the Union from engaging in any willful lawful economic activity against any other party including any party with whom Company has a contractual relationship to perform agricultural work, so long as such activity does not interfere with work being performed by Company's agricultural employees covered by this Agreement.

ARTICLE 7: RIGHT OF ACCESS TO COMPANY PROPERTY

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

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

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

D. It is understood that the employer is a farm management service and in some instances manages only a part of an area or operation and the Union agrees that it will have access to properties managed by the Company only while the Company is performing work at said locations.

ARTICLE 8: DISCIPLINE AND DISCHARGE

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

No worker shall be disciplined or discharged except for just cause.

B. Prior to any discharge or suspension, the Company shall notify the steward or other Union official and such Union representative shall have the right to be present when formal charges are made, if they so desire. Provided, however, if a situation occurs in a remote area, wherein the Company deems it necessary to take action and no steward or Union representative is available, the Company may take action and must give written notice within the time limit in Paragraph C below.

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

Within forty-eight (48) hours after any discharge for just cause, the Union representative will be notified in writing the reasons for such discharge.

D. Individual 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.

Discharge and other disciplinary actions are subject to the Grievance and Arbitration Provisions of this Agreement.

ARTICLE 9: DISCRIMINATION

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

ARTICLE 10: WORKER SECURITY

A. Company agrees that any worker may refuse to pass through any picket line of another Company and sanctioned by the Union.

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

ARTICLE 11: LEAVES OF ABSENCE

Leaves of Absence for Union Business

A. Any worker elected or appointed to an office or position in the Union shall be granted a leave of absence for a period of continuous service with the Union upon written request of the Union. Ten (10) days notice must be given the Company before the worker takes leave to accept such office or position or chooses to return to work. Such leave of absence shall be without pay. Seniority shall not be broken or suspended by reason of such leave.

B. A temporary leave of absence without pay not to exceed three (3) days for Union business shall be granted under the following conditions:

1. Written notice shall be given by the Union to the Company at least two (2) days prior to commencement of any such leaves;
2. Such leaves of absence shall not exceed one (1) man per crew or 10% of a crew, whichever is greater.
3. 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 30 days after being discharged from such service, shall not lose any seniority, job rights, or other benefits. Upon return from such service, such worker shall be granted a job equal to that he or she would have had with Company had he or she remained in Company's continued employ, provided, however, any renewal of enlistment beyond the original one will serve to break seniority unless such action violates the Selective Service Act.
3. Up to two (2) years of illness or injury requiring absence from job. The Company may require substantiation by medical certificate or other adequate proof of illness.
4. For valid personal reasons, not to exceed thirty (30) days.

All leaves in excess of three (3) days shall be in writing on approved leave of absence forms provided by the Company. Such forms shall be signed by the Company representative, the worker requesting

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

Leaves of absence schedules, under this Section, where more workers have applied for a leave of absence at the same time than can be spared by the Company, shall be allocated on the basis of seniority with the worker having the highest seniority having first preference for that leave or 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 the other workers with higher seniority.

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

ARTICLE 12: MAINTENANCE OF STANDARDS

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

ARTICLE 13: SUPERVISORS

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

ARTICLE 14: HEALTH AND SAFETY

A. The Company and Union are interested in the health and safety of employees while working with the Company. It is understood and agreed that it is necessary in the sophisticated farming practices of today that certain agricultural chemicals must be used for the control of pests and growth of the product. Company recognizes that use of certain chemicals may be injurious to farm workers. The use of such chemicals injurious to farm workers must be such so as not

to cause injury to employees. Company agrees to make available to Union such records as will disclose the following:

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

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

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

D. Company will provide toilets on the job site whenever there are five (5) or more workers in any one field, grove, or within 1/8 mile radius, or Company will provide one (1) toilet for less than five (5) workers if required by law. Said toilets will be maintained by the Company in a clean and sanitary manner.

E. Company will provide cool water containers in each supervisor's pick-up for workers who will provide own containers. Company will provide cool water containers on site when five (5) or more workers are working in a field or grove. Individual paper drinking cups shall be provided.

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

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

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

I. The Union shall cause to be formed a Health and Safety Committee (the Committee") comprised of workers' representatives. The Chairman of the Committee shall have access to all records concerning the use of economic poisons upon reasonable notice in advance to the Company. The Company and the Committee shall meet once a month and the Committee shall make recommendations to the Company regarding the use of materials, tools, and equipment as they may affect the health and safety of the workers and sanitary conditions.

J. Any violation of this Article shall be subject to the expedited grievance and arbitration procedure.

ARTICLE 15: MECHANIZATION

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

ARTICLE 16: MANAGEMENT RIGHTS

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

ARTICLE 17: UNION LABEL

The parties recognize the value and importance of the Union label. The parties wish to insure that the public will not be defrauded by a misuse of the Union label. Therefore the parties agree as follows:

A. Company will make available to the designated Union representatives, at the Union's request:

Labels

1. Trademark registration
2. Printing source
3. Number of labels used

B. The Union label and Union seal are and shall remain the sole property of 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 shall bear the Union label or seal. In this regard Company shall not sell, transfer, or assign its right to use said label or seal except upon written permission of the Union. The color, size and placement of the label or seal on particular packages or containers shall be determined by the Company.

C. Security Clause. In the event of the Company's misuse of the Union label or seal on packages or units harvested and packed by non-union workers, it is recognized that such misuse will cause damages to the Union. In the event that the Union revokes the Union label or seal, it shall give reasonable notice to the Company and the Company agrees to return same forthwith, or if same cannot be returned then, on request of Union, the label or seal shall be completely obliterated on any package, container or unit.

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

ARTICLE 18: NEW OR CHANGED OPERATIONS

In the event a new or changed operation or new or changed classification is installed by the Company, the Company shall set the wage or piece rate in relation to the classification and rates of pay in Appendix "A" and shall notify the Union before such rate is put into effect. Whether or not the Union has agreed to the proposed rate, the Company may put the rate into effect after such notice. In the event such rate cannot be agreed upon mutually between the Union and the Company, the same shall be submitted to the grievance procedure including arbitration for determination beginning at the SECOND STEP. Any rate agreed upon or as determined by the arbitrator shall be effective from the installation of such new or changed operation.

ARTICLE 19: HOURS OF WORK, OVERTIME, AND WAGES

A. Overtime Pay - All hours worked in excess of 10 hours per day from April 1, through September 30 shall be paid at the rate of one and one-half (1 1/2) times the regular rate of pay.

All hours worked in excess of 9.5 hours per day from October 1 through March 31 shall be paid at the rate of one and one-half (1 1/2) times times the regular rate of pay.

B. All hours worked on the worker's day of rest as defined in Section C, below, shall be paid at the rate of time and one-half.

C. Each worker shall be entitled to one full day (24 hours) off without pay during each week. Insofar as possible the work shall be arranged so that each worker will have Sunday designated as his day of rest, however, the Company shall not be precluded from selecting a different day if reasonable cause exists for doing so.

D. Mealtime-lunchtime shall be one-half hour, and are not compensated for nor counted as hours worked under the provisions of this Agreement. This time shall be paid and counted as hours worked for irrigators though provided that they do not leave their work areas.

E. Workers who are expressly requested to start work prior to 6:00 A.M. shall be paid time and one-half for all time up to 6:00 A.M. and time and one-half for all hours in excess of ten hours in any such day.

F. Company shall pay workers no less than his/her classification rate, but in the event that said worker performs work in a higher rated job during any one day, he or she shall be paid the higher rate for all time so worked but shall in any event not be paid such higher rate for less than one (1) hour in such day.

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

ARTICLE 20: REPORTING AND STANDBY TIME

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

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

This Section shall not apply where work covered by this Agreement is delayed or cannot be carried out because of rain, frost, government condemnation of crop, or other causes beyond the control of the

Company.

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

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

ARTICLE 21: REST PERIODS

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

ARTICLE 22: VACATIONS

A. Seniority workers who have received earnings from the Company for at least twenty-six (26) weeks during the previous year shall be entitled to receive vacation payment and time off from work as follows:

Up through 24 months seniority - 1 week off - 2% gross pay of previous years earnings.

24 months through 96 months - 2 weeks off - 4% gross pay of previous years earnings.

Over 96 months - 3 weeks off - 6% gross pay of previous years earnings.

B. Each week not worked by a worker due to work-related illness and/or injury shall be credited to the worker to meet the twenty-six (26) weeks requirement of Section: A.

C. Company shall pay vacation benefits to said worker at least once a year, in January. If a worker terminates his employment with the Company, he shall receive his vacation monies in his last paycheck from the Company. Such remittance shall be computed according to the applicable percent to gross earnings as per Section: A.

D. A worker may waive his/her vacation time off.

E. The employee who has qualified for a vacation shall be allowed time off, with the consent of the Company, as specified herein with no loss of seniority. If 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 23: BEREAVEMENT PAY

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

ARTICLE 24: HOLIDAYS

A. Commencing with the effective date of this Contract, New Years Day, Memorial Day, July 4, Labor Day, Thanksgiving Day, and Christmas Day shall be paid holidays.

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

C. Any work performed on the above listed holidays shall be paid for at the regular rate of pay and shall be in addition to the worker's regular earnings on that day.

D. To be eligible for a paid holiday not worked, a worker must work at least five (5) days during the two (2) payroll weeks immediately preceding the payroll week in which the holiday falls, and must work the scheduled workdays both immediately before and after the holiday provided, however, the worker need not work the day before the holiday or the day after the holiday to be paid for the holiday if the worker is on lay-off or an excused absence.

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

E. "Citizenship Participation Day" shall be designated as the first Sunday in June. All workers shall receive holiday pay as provided herein.

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

F. 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 Section D above, provided

However that each party will pay their respective legal costs.

G. If the holiday falls on the workers day of rest then the following day shall be observed as the holiday.

ARTICLE 25: JURY DUTY AND WITNESS PAY

Workers who have worked at least five (5) days during the two weeks preceding the week in which the following events occur shall receive the benefit of this Article. A worker will be paid jury duty or witness pay for testifying in any legal proceeding not between the parties for any days of work missed due to the performance of such service. Jury duty or witness pay is defined as the difference between the fees received by such worker for performing such service and what he would have received had he been working for the Company for each day of service. To receive pay under this Article the worker must provide Company with a copy or notice summoning him to appear and if so requested, documentary evidence of the amount of fees received for performing such service.

ARTICLE 26: TRAVEL ALLOWANCE

A. The present practice of paying travel time for hourly rated workers shall continue.

B. The present practice of supplying transportation to piece rate workers shall continue.

ARTICLE 27: INJURY ON THE JOB

Whenever a worker is injured on the job to the extent medical treatment from a doctor is required, the Company shall agree to pay full day's wages or in case of piece-rate worker his average daily pay during preceding pay period for the balance of the day of the injury only providing the worker returns to work if able to do so.

ARTICLE 28: RECORDS AND PAY PERIODS

A. Company shall keep full and accurate records, including total hours worked, piece rate or incentive rate records, total wages and total deductions. Workers shall be furnished a copy of the itemized deductions, hourly rates, hours worked and total wages each payday which shall include the worker piece-rate production records. The daily record of piece-rate production for crews paid on a crew basis shall be given to the appropriate Steward, upon request.

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

ARTICLE 29: INCOME TAX WITHHOLDING

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

ARTICLE 30: 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 the organization at P.O. Box 62, Keene, California 93531, or such other address as designated by the administrator of the fund.

ARTICLE 31: ROBERT F. KENNEDY FARM WORKERS MEDICAL PLAN

The Employer shall contribute to the Robert F. Kennedy Farmworkers Medical Plan sixteen and one-half (16 1/2) cents per hour for each hour worked for all workers covered by this Agreement. Contributions due shall be computed on the basis of sixteen and one-half (16 1/2) cents for every hour worked during the preceding monthly payroll period by every worker covered by the Agreement. Contributions due shall be deposited with such bank as designated by the Administrator of the Plan. Said deposits shall be made or mailed not later than the 20th day of the month following the ending date of the previous month's payroll period.

The Employer agrees to increase the contribution rate to such rate agreed upon at the Vegetable Master Agreement negotiations. Provided however, that in the event such rate exceeds six (6) percent of all compensation paid the Employer shall pay only six (6) percent of all compensation paid. The term "compensation" shall be defined as taxable income within the meaning of the Internal Revenue Code of 1954, as amended from time to time. This includes but is not limited to Reporting and Standby Time, Vacations, and Holiday Pay. The Employer shall contribute such higher contribution rates beginning on the first Monday of the month immediately following the month when it receives the written notice from the Union advising it of the higher contribution rates.

In accordance with Article 33, the monies and a summary report shall be remitted to the Plan at such address as designated by the Administrator of the Plan.

In the event that the Employer files in bankruptcy it will notify

the Plan of such action and shall list the Plan as a separate creditor qualified as a priority claim pursuant to the Bankruptcy Act. Notification to the Union or any of the other plans or funds shall not constitute compliance with this Article.

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

ARTICLE 32: JUAN DE LA CRUZ FARM WORKERS PENSION FUND

The Employer shall contribute to the Juan De La-Cruz Farm Workers Pension Fund, fifteen (15) cents per hour for each hour worked for all workers covered by this Agreement.

The contributions made by the Employer pursuant to this Article shall be deposited into and remain in an interest-bearing trust account until such time as a formal pension plan has been developed for farm workers by Union and the Internal Revenue Service has issued an advance determination that such plan meets the requirements of Part I Subchapter D of Chapter 1 of the Internal Revenue Code of 1954. Upon receipt of a copy of such advance determination, Employer shall promptly take all actions required to be performed by it in order to cause such impounded contributions to be transmitted to the Plan trustees.

The Employer agrees to increase the contribution rate to such rate agreed upon at the Vegetable Master Agreement negotiations. Provided however, that in the event such rate exceeds five and one-half (5 1/2) percent of all compensation paid the Employer shall pay only five and one-half (5 1/2) percent of all compensation paid.

The term "compensation" shall be defined as taxable income within the meaning of the Internal Revenue Code of 1954, as amended from time to time. This includes but is not limited to Reporting and Standby Time, Vacations, and Holiday Pay. The Employer shall contribute such higher contribution rates beginning on the first Monday of the month immediately following the month when it receives the written notice from the Union advising it of the higher contribution rates.

In accordance with Article 33, the monies and a summary report shall be remitted to the Fund at such address as designated by the Administrator of the Fund.

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

The place of performance for the Employer's obligation with respect to the Juan De La Cruz Farm Workers Pension Fund shall be the City and County of San Francisco, California.

ARTICLE 33: MARTIN LUTHER KING, JR. FUND

The Company shall, during the term of this Agreement, contribute to the Martin Luther King, Jr. Fund five (5) cents per hour for each hour worked by all workers covered by this Agreement, commencing January 3, 1979. 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, Jr. Fund shall obtain and maintain federal tax exemption and all contributions by the Company shall be deductible under the Internal Revenue Code.

In accordance with Article 34, the monies and a summary report shall be remitted to the Martin Luther King, Jr. Fund, Post Office Box 80762, Los Angeles, California 90080, or such other address designated by the Administrator of the Fund.

ARTICLE 34: REPORTING ON PAYROLL DEDUCTIONS AND FRINGE BENEFITS

All contributions due hereunder on fringe benefit plans shall be computed on the preceding monthly payroll period for every worker covered by the Collective Bargaining Agreement. In conjunction therewith, a monthly summary report will be submitted on or before the twentieth (20th) of every month covering the preceding monthly payroll for which contributions for fringe benefits are due. 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 35: HOUSING

It is understood by the parties hereto that the Employer does not own the agricultural acreage and houses and/or domiciles situated thereon which are covered by the subject matter of this Agreement, including the provisions of this Article. Because of this fact, the Union recognizes that the Employer cannot guarantee the fulfillment of Sections B and C of this Article but it is understood that the Employer will make every reasonable effort to do so.

A. Assignment of housing shall be on a nondiscriminatory basis. The Employer shall maintain a record of applications for housing and assignments and shall make them available to the Union. There shall be no segregation of housing by race, color, or language.

B. The Employer shall attempt to secure leases for the employees living upon property managed by the Employer. In the first year of such leases there shall be no increase over the present rates. The leases in Section B can be terminated by workers at any time.

C. The Employer 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 36: BULLETIN BOARDS

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

ARTICLE 37: 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. It is also understood and agreed that the Company shall not subcontract to the detriment of the Union or bargaining unit workers.

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

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

B. Subcontracting is permissible under this Agreement where the Company does not have the equipment to do the work being subcontracted. When 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. The Company will notify the Union in advance of any subcontracting.

ARTICLE 38: FAMILY HOUSING

Company and the United Farm Workers of America, AFL-CIO, recognize

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

ARTICLE 39: LOCATION OF COMPANY OPERATIONS

The Company shall provide the Union, upon request, the exact locations of the Company's agricultural operations for use by Union representatives pursuant to Article 7 of this Agreement, Right of Access. When a ranch is lost, the Company shall notify the Union of such fact in writing.

ARTICLE 40: MODIFICATION

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

ARTICLE 41: SAVINGS CLAUSE

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

ARTICLE 42: SUCCESSOR CLAUSE

This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns. Successors and assigns for the purpose of this ARTICLE 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 workers of the Company to operate such sold or transferred business or assets shall not be subject to the provisions of this ARTICLE.

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

ARTICLE 43: COST OF LIVING ALLOWANCES

A. COST OF LIVING ALLOWANCE FOR HOURLY AND PIECE RATE WORKERS

In addition to the wage rates listed in Appendix A of this Agreement, the Employer shall grant Cost-of-Living Allowances as

follows:

1. The Cost-of-Living Allowance (COLA), if any, will be determined in accordance with changes in the Consumer Price Index--United States City Average for Urban Wage Earners and Clerical Workers (1967=100), published monthly by the Bureau of Labor Statistics, hereinafter referred to as the CPI.

2. For each six tenths of a point (.6) by which the Index for October 1979 exceeds the Index for October 1978 wages shall be increased by adding one cent to the job base wage rate up to a maximum of 4% of any worker's base wage as of December 31, 1979. Any such wage adjustments made as a result of an increase in the index shall become effective on January 1, 1980.

3. For each six tenths of a point (.6) by which the Index for October 1980 exceeds the index for October 1979 wages shall be increased by adding one cent to the job base wage rate up to a maximum of 4% of any worker's base wage as of December 31, 1980. Any such wage adjustment made as a result of an increase in the index would be effective January 1, 1981.

4. If the CPI falls below the Base set forth in this Section, there shall be no Cost-of-Living Allowance adjustment.

5. 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 period on the basis of which the cost-of-living calculation shall have been determined.

6. The Cost-of-Living Allowances are dependent upon the availability of the Bureau of Labor Statistics' CPI for, e.g., October, 1978. 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 same basis as the Index for October, 1978 (1967=100).

ARTICLE 44: DURATION OF AGREEMENT

This Agreement shall be in full force and effect from January 3, 1979 to and including January 3, 1982. This Agreement shall automatically renew itself upon expiration of this Agreement unless either of the parties shall have given notice in writing to the other party sixty (60) days prior to the expiration, requesting negotiations for a new Agreement, together with thirty (30) days prior written notice to the State Conciliation Service. During this sixty (60) day period all terms and conditions of this contract shall remain in full force and effect.

Executed this 6th day of June, 1979.

UNITED FARM WORKERS OF AMERICA
AFL-CIO:

E & A CORPORATION (formerly
HMS Financial Corporation):

Cesar E. Chavez
Enrique Torres
Juan Alvarado
Carlos Rodriguez
Anselmo Gomez

Oly Fosh Anderson
David E. Smith

LETTER OF UNDERSTANDING
BETWEEN
E & A CORPORATION
AND
UNITED FARM WORKERS OF AMERICA, AFL-CIO

RE: Article 35 - Housing

The Company has contacted the owners of all houses furnished to date workers, and said owners have agreed that the present sum of \$20.00 per month charged for each date worker's house will not be increased during the term of this Agreement.

RE: Retroactivity

The Company agrees to compensate workers with retroactivity for all work except those hours put in at ranches where the Company no longer manages those ranches.

RE: Article 22 - Vacations

Vacations shall be paid in May this year, then again in January of 1980.

Executed this 6th day of June, 1979.

APPENDIX A

	I	II	III
General Labor	3.75	4.00	4.32
Irrigator	3.95	4.15	4.41
Tractor Operator	4.40	4.75	5.13
Spray Rig Operator	3.95	4.27	4.61
DATE WORK			
Hourly	4.10	4.43	4.78
Piece Rates			
Dethorning	1.38	1.49	1.61
	1.45	1.57	1.69
Pollination	.165	.178	.192
	.175	.189	.204
Lower bunch and Tie	1.38	1.49	1.61

	1.45	1.57	1.69
Bagging	2.70	2.92	3.15
	2.77	2.99	3.23
Picking			
Bin	10.37	11.20	12.10
Small Bin	5.77	6.23	6.73
Box (48 lb.)	.82	.88	.95
Box (26 lb.)	.582	.628	.678
Lower bunch and Tie of Khadrawy	1.50	1.62	1.75
Bagging Khadrawy	3.00	3.24	3.50
Bagging Medjool	3.45	3.73	4.03
Raising ladders	3.00	3.24	3.50
Collecting fronds	.50	.54	.58

PRUNING

Shall be done by piece rate. Piece rates shall be set by the Company in consultation with the workers in the presence of the steward and/or ranch committee member. At the end of each day, if the worker makes less than 4.25/hour from the set piece rate, he/she shall be paid the \$4.25 minimum hourly rate for each hour worked.

	I	II	III
Planting Trees			
in an open field	.29	.313	.338
in a field with rocks and on hard ground	.35	.378	.408
in between palms with high borders	.46	.50	.54

The Company agrees to guarantee the worker a minimum hourly wage equal to the general labor rate.

Note: Year I effective January 3, 1979
 Year II effective January 7, 1980
 Year III effective January 5, 1981

SUPPLEMENTAL AGREEMENTS

These Supplemental Agreements between E. & A. Corporation and the United Farm Workers of America, AFL-CIO, as provided herein,

modifies the Agreement between these parties.

Supplemental Agreement No.1

ARTICLE 3: HIRING

In the event the Company contracts a new operation (farm) with the condition that the existing workers continue on the job, Section C and D do not apply, provided, however, that Article 2 would apply.

It is agreed by the Company and the Union that an emergency hiring for frost protection work the Company shall notify the Union between 8:00 a.m. and 5:00 p.m., if it needs workers for frost protection work that night, stating the number of workers needed, the type of work to be performed, the starting time, location for reporting to work and the approximate duration thereof.

When workers for frost protection are requested of the Union, Union shall use its best efforts to furnish the requested number of workers. If the Union does not furnish the requested number of workers within two (2) hours after being notified as per above paragraph, it will notify the Company, and the Company shall be free to procure needed workers not furnished by the Union from any other source. It is understood that if the Company secures workers under this paragraph, other provisions of Section E would apply.

It is understood that Company does not have operating seasons; therefore Section C will apply only whenever the Company requests six (6) or more workers. If the Company requests less than six (6) workers, Section D shall apply.

ARTICLE 4: SENIORITY

After the execution of this Agreement, the Company shall prepare seniority lists which shall be posted on the Company bulletin boards as follows:

The lists (for each area) shall be posted immediately after the signing of the Agreement. The local Union hiring hall shall be given copy of said seniority lists. Such lists shall remain posted for a period of three (3) weeks to be reviewed for accuracy.

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 the two (2) weeks any unresolved matters relating to the seniority list shall be submitted to expedited arbitration.

The Company and the Union agree that each area shall have its own seniority list based on classification seniority and there shall be

no bumping between areas except that in the event a worker is to be laid off because of a permanent job elimination, such worker shall be entitled to bump the last seniority worker in the Company regardless of such worker's area or job classification provided the laid-off worker is qualified to do the work.

A worker shall not be permanently transferred except for job elimination or if said worker is bidding on a job promotion for a higher paid classification in another area. If said worker takes a new job in the new area and remains in the area he shall lose his or her old area and job classification seniority date and rate of pay based on the date that he or she started the new job but such worker retains his/her company seniority date for all other purposes.

Temporary lay-off and/or recall shall be based on area job classification seniority.

Permanent job elimination lay-off shall be based on area job classification seniority. A worker shall not be permanently eliminated from the Company if other jobs in other lower paying classifications are available.

A worker hired on a temporary basis will be informed of the minimum length of time for which he is being hired and will be employed for that time subject to other terms and conditions of this Agreement.

A permanent job elimination means reduction of work force by reasons of loss of acreage cared for by Company in the area.

Posting of a permanent vacancy shall be posted in all the areas under the Section D provision of Article 4.

Both the Company and the Union are agreed to the names of workers, their seniority dates and job classifications, that are attached to this Agreement.

ARTICLE 5: GRIEVANCE AND ARBITRATION PROCEDURE

Company has no prohibition against processing grievances during working hours, and Company will pay the steward and the complaining party, not to exceed their regular rate for one hour, during the first (1st) step grievance procedure, and the Company shall pay for (4) members (the steward and 3 members of the grievance committee) at the second (2nd) step at their regular rate not to exceed one (1) working hour. If the second (2nd) step grievance is held during non-working hours, said workers shall receive pay from the Company not to exceed their regular rate up to and including one hour.

Both the Company and the Union agree to a designated permanent arbitrator, William H. Pivar. If the arbitrator shall at any time

be unable or refuses to act, or he vacates his position, the Company and the Union shall immediately select his successor or substitute. If selection cannot be agreed upon, either the Union or the Company may request from the American Arbitration Association or the Federal Mediation and Conciliation Service a panel of eleven (11) arbitrators for the Coachella area. After receipt of the list, the parties shall meet to select the arbitrator. If the parties cannot agree upon the selection, then they shall turn to the list of arbitrators received. The person to strike first shall be determined by a coin toss. That party shall strike the first name from the list. The name remaining after each party has struck five (5) shall be the person designated as arbitrator. However, every six (6) months, either party may request a new list of arbitrators for any area and require a new meeting as discussed in this paragraph to select a new arbitrator.

All other grievances not already covered under the expedited procedure in this Agreement may be expedited if agreed upon by both parties.

ARTICLE 13: SUPERVISORS

The Company because of its limited agricultural operation has as a matter of existing historical practices utilized supervisory personnel to perform bargaining unit work, may continue such practice.

Such historical practice may be continued, provided, however, that the number of supervisory personnel shall be limited to not more than six (6) or 10% of total number of bargaining unit workers, whichever is greater. The names listed herein are those presently working and includes their date of hire, and such bargaining unit work to be performed shall not exceed 25% of any one week, and such supervisory personnel will not replace workers that perform such in unit work, and such supervisory personnel when performing in unit work regardless of amount worked during any one week shall pay to the Union an amount equal to dues which would otherwise be due pursuant to the Union Security Article of this Agreement, were such supervisor a bargaining unit member for the duration of such period of in unit work. The dues equivalent that a supervisor will pay shall be defined as two (2) percent of the gross wages earned by the highest rated job classification in the bargaining unit based on one-fourth (1/4) of the hours in a regular work week, sixty (60) hours. Company agrees to notify Union when number and/or names if present supervisory changes, and to furnish the Union with the names and date of hire of said supervisors.

The Company agrees to make a good faith effort to make such in unit work available to non-supervisory workers whenever there are any changes in the existing supervisory personnel.

The following supervisory personnel are the ones currently authorized to perform the bargaining unit work, and these supervisors are not a part of the bargaining unit:

NAMES	DATE OF HIRE
1. Jesus C. Gonzales	3/3/71
2. Antonio Hermosillo	8/15/72
3. Jesus H. Vasquez	12/1/75
4. Raul Mata	2/21/77
5. Cutberto Vidrio	10/17/77
6. Jack Stowells	3/1/78

ARTICLE 34: REPORTING ON PAYROLL DEDUCTIONS AND FRINGE BENEFITS

In conjunction therewith, the monthly summary report will be submitted on or before the 20th of every month and the computation will be made through the ending date of the previous month's last pay period for which contributions for fringe benefits are due.

ARTICLE 36: BULLETIN BOARDS

A bulletin board shall be placed at the Company's office, easily accessible to all employees, upon which Union may post notices. A clipboard shall be carried in each supervisor's truck. Supervisors shall make the clipboard accessible to each worker and upon said clipboard, the Union may post notices. Both Union and Company agree that if later on more bulletin boards are needed, location and number can be agreed upon.

ARTICLE 37: SUBCONTRACTING

The Company will follow its past practices of sub-contracting for the following:

Dusting and spraying with use of helicopters, airplanes, oscillating booms, speed spray or similar special equipment, well drilling and well maintenance, major mechanical repairs on machinery, specialized land leveling, installing permanent pipelines and the repair of same, hedging and topping, brush shredding by special equipment, motorgrader work, machine date dusting, pollination by packing company, harvesting by packing company, hauling on certain ranches, electrical repairs, carpentry work, plumbing, sewer work, and high pressured tile cleaning.

The Company will notify the Union in advance of any work to be done under sub-contract except that no notice be given of work to be sub-contracted above, except for machine date dusting, pollination by packing company, harvesting by packing company, and hauling on certain ranches as per past practices.

Company agrees that upon request from the Union, the Company will disclose the subcontracting done for any given month.

Supplemental Agreement No. 2

A. Company and the Union agree that the following tools and equipment will be furnished by the Company subject to Article 14, Section F.

- Boots for the irrigators.
- Gloves for the pruners, and rubber gloves for workers mixing the chemicals for the spray rigs.
- Cool-type cushion (seat heat protectors) for the tractor drivers.
- Safety glasses and masks for sulphur sprayers and dusters.

B. Company will also provide protective shields for all orchard tractors; and umbrellas for the tractor drivers (except where the trees are higher than the tractors).

C. Company agrees to monthly inspection by the Ranch Committee of the ladders and equipment used by the date workers provided this is done on the ranch committee's own time.

D. Company agrees to assign ladders and other equipment used by date workers to them individually.

Executed this 6 day of June, 1979.

LETTER OF UNDERSTANDING
BETWEEN
E & A CORPORATION
AND
UNITED FARM WORKERS OF AMERICA, AFL-CIO

It is understood and agreed between E & A CORPORATION and the UNITED FARM WORKERS OF AMERICA, AFL-CIO,, who have executed a Collective Bargaining Agreement on this 6 day of June, 1979, as follows:

1. That the retro-active pay to be paid to workers under the Collective Bargaining Agreement shall not apply to the one-half hour being paid the irrigators under the present Collective Bargaining Agreement. Retro-active pay shall be paid to date workers commencing with dethorning. Retro-active pay shall be paid only to those workers presently employed by the Company.

2. That retro-active pay will not be paid for work performed on the following ranches:

Dreyer
Frost-Cotton
Prudential
Slow Rider Ranch
Shadow View
Rancho Vista
Wren - O'Neal
Peach thinning & pruning at
Grant-84 Ranch

3. That when the date workers are not working in the date trees, but choose to work for the Company, they will be paid the rate paid for general labor unless they are actually performing work in a higher job classification covered by the Collective Bargaining Agreement, in which event they shall be paid at the pay scale for such job classification.

4. The rates paid for work in the Zahidi dates shall be paid at the same rate as work performed in the Deglets and the work performed in the Barhi dates shall be at the same rate as work performed in the Khadrawy.

5. The Company does not engage in any subcontracting at the present time and the provisions of the Collective Bargaining Agreement contained in Article 39 shall apply in the event the Company engages in subcontracting in the future.

Executed this 6 day of June, 1979. "the Company" and the UNITED FARM WORKERS OF AMERICA, AFL-CIO, hereinafter called "the Union". The parties agree as follows:

ARTICLE 1: RECOGNITION

A. The Company does hereby recognize the Union as the 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-29-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 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 foregoing, the exercise of such authority is not of a merely routine or clerical nature but requires the use of independent judgement.

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