

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

GENERAL VINEYARD SERVICES, INC.

AND

UNITED FARM WORKERS OF AMERICA, AFL-CIO

May 1, 1997 - April 30, 2000

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This Collective Bargaining Agreement ("Agreement") is between the parties whose names appear on the signature page hereof under the designation of General Vineyard Service, Inc. ("Company") and the United Farm Workers of America, AFL-CIO ("Union") and is entered into for the purpose of establishing uniform wages, hours and conditions of employment as herein defined.

### **ARTICLE 1: RECOGNITION**

- A. Pursuant to certification by the Agricultural Labor Relations Board in Case No. 79-RC-3-SAL, the Company does hereby recognize the Union as the sole labor organization representing all of its agricultural employees (herein called "workers") in the certified unit described as follows:

All workers employed by General Vineyard Service, Inc. upon properties managed within Monterey County, State of California, or adjacent thereto serviced by this Collective Bargaining Agreement.

The term "workers" does not include office and sales employees, security guards, and supervisory employees (herein called "supervisors") who have the authority to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward or discipline other workers or the responsibility to direct them or adjust their grievances, or effectively recommend such action, if, in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

- B. This Agreement will apply to any additional vineyard properties acquired for management by the Company.
- C. The Company agrees that no business device, including joint ventures, partnerships or any other forms of agricultural business operation, will be used for the purpose of circumventing the obligations of this Agreement.
- D. 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.
- E. 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.
- F. 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, more favorable consideration or special privilege if they do not participate in Union activities.

- G. 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 will be a condition of employment. Each employee will be required to become a member of the Union immediately following five (5) consecutive days of employment and to remain a member of the Union in good standing. The Union will be the sole judge of the good standing of its members. Any employee who fails to become a member of the Union within the time limit set forth herein, or who fails to pay the required initiation fee, periodic dues or regularly authorized assessments as prescribed by the Union, or who has been determined to be in bad standing by the Union pursuant to the provisions of the Union's Constitution, will be immediately discharged or suspended upon written notice from the Union to the Company. The notice will specify whether the employee is to be suspended or discharged and the employee will not be rehired until the Company receives written notice from the Union of the employee's return to good standing status.
- B. The Company agrees to furnish to the Union in writing, within one (1) week after the execution of this Agreement, a list of the names, addresses, social security numbers and job classifications of its employees.
- C. Company agrees to deduct all authorized initiation fees, periodic dues and assessments from each employee's pay, upon receipt of signed authorizations from each employee directing the Company to make such deductions pursuant to the provisions of Article 22, below. The Company will make deductions from the employee's pay for the payroll period specified in the authorization and thereafter as authorized as long as the authorization is in effect.
- D. The Union will furnish the Company with membership and checkoff cards. If the Company procures workers from "any other source" as provided in Section E of Article 3, Hiring, the Company will explain the membership and checkoff arrangements between the Company and the Union at the time of hiring. The Company will request and encourage these workers to sign the membership and checkoff cards on the date of hire, but, in any event, not later than five (5) consecutive days after the beginning of employment. The Company will give a copy of the signed checkoff card to the employee, retain a copy for its use pursuant to Section C above and promptly forward the other copy along with the membership application to the designated Union office.
- E. The Union will 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 or action taken by the Company for the purpose of compliance with any of the provisions of this Article.

- F. If the Company obtains during the life of this Agreement computer equipment or computer service capable of producing punch cards or magnetic tapes of payroll records, it will assist the Union in obtaining duplicates of the same at the end of each pay period.

### **ARTICLE 3: HIRING**

A. Hiring Facility.

The Union will operate and maintain a location or will designate a person or persons through which the Company will secure new or additional workers, either of which is herein referred to as "the facility." The Union will notify the Company of the address and telephone number of such location or persons near the location of the Company.

B. Recall Of Seniority Employees.

Company recall of seniority employees will be pursuant to Section E of Article 4, Seniority. The Union steward or other Union representative on the site will have a daily listing of all recalled employees and will be responsible for verification of seniority. Recalled employees will check in with the Union steward or other Union representative on the job site to verify their position on the seniority list before commencing work.

C. New Or Additional Workers.

Approximately two (2) weeks prior to the beginning of any seasonal aspect of the Company's operations, if the Company anticipates the need for new or additional workers to perform any work covered by this Agreement, it will notify the facility or person(s) designated under Section A above in writing of the number of workers needed, the type of work to be performed, the estimated starting date and the approximate duration thereof. The Company will also notify the Union promptly of any change in the estimated starting date and will give the Union the exact starting date no later than seventy-two (72) hours prior to the actual date for commencement of the work.

D. New Or Additional Workers During The Operating Season, Emergency Hiring.

If new or additional workers are needed to perform work covered by this Agreement during the operating season or sufficient seniority employees do not present themselves for work when recalled under the provisions of Article 4 of this Agreement, the Company will notify the Union facility or person(s) designated under Section A above of the number of new or additional workers needed, the type of work to be performed, the duration of the work and the date the workers are to report for work. In addition to the notice of anticipated recall of seniority workers provided for in Article 4, Section E, the Company will notify the Union as soon as possible of any probable shortage of seniority workers. During the harvest season, if an emergency arises requiring the immediate dispatch of additional workers, the Union will have 24 hours notice to provide the required number of workers or to advise the Company that it is not capable of doing so, in which case the Company may obtain the

requisite number of workers from whatever source. If the Company obtains any such workers on its own who work for a period longer than five (5) working days, the workers will be subject to Article 2 hereof.

E. Dispatching New Workers.

When workers are requested of the Union, it will use its best efforts to furnish the requested number. If the Union does not furnish the requested number of workers on the date requested, except as provided in the last portion of D above, the Company will be free to obtain such workers as are needed and not furnished by the Union from any other source. If the Company secures workers under the provisions of this Paragraph, it will make the names, social security numbers, dates of hire and job classifications of all workers hired available to the Union five (5) days thereafter. The Union will also be entitled to ascertain this information from the employees themselves twenty-four (24) hours after they are hired.

F. Request For Special Skills.

When the Company requests workers from the Union facility or designated persons for jobs which require specific skills or experience (such as tractor drivers or irrigators), the Union will refer workers who have the qualifications to perform the work under normal supervision with reasonable efficiency. Before the Company determines that a referred worker does not meet the job requirements, the supervisor will fully explain the job duties and requirements and give the worker reasonable time to meet the job requirements. The Company will be the sole judge of the worker's ability to perform the duties and requirements of the particular job.

G. Notice of Layoffs.

It is essential that the Union have advance notice of any layoff so that it may plan the utmost utilization of available workers. Accordingly, the Company will provide the Union with seven (7) days advance notice of any layoff, or with as much notice as it has prior thereto.

H. The number of workers requested by the Company will be reasonably related to the amount of work to be performed.

#### **ARTICLE 4: SENIORITY**

A. Establishing Seniority.

1. After an employee has worked for the Company at least fourteen (14) days within the preceding ninety (90) calendar days, he or she will acquire seniority on the fourteenth day of work, retroactive to his or her day of hire. The fourteen (14) day period prior to acquisition of seniority is not to be construed as a probationary

period. Layoffs are not considered a break in seniority. There will be no layoffs for the purpose of circumventing the acquisition of seniority.

2. Company-Wide Seniority: There will be two Company-wide Seniority Lists which consist of all current seniority employees and all employees who subsequently acquire seniority under this Article respectively. Seniority order is determined first by the original date of hire of all employees who are permanently assigned to work the classified occupations of each Ranch Division and, second, of all other employees in order of their original dates of hire. Each employee will be assigned a corresponding number in numerical order in accordance with their seniority on the list. The listings will be referred to as Company-wide Seniority lists Nos. 1 and 2 and are attached hereto as Appendix A. Employees on Seniority list No. 1 have priority over workers on Seniority list No. 2 regardless of their original date of hire.
3. Company-Wide Classification Seniority: There will be a Company-wide seniority listing by job classification made up of those employees on Seniority List No. 1 who regularly fill the occupations on the wage scale designated as Classified Occupations with seniority order thereof being by date of classification within each occupation. This listing will be referred to as Job Classification Seniority and is attached hereto as Appendix B. Job Classification Seniority will be used for the purpose of permanently assigning workers to a Ranch Division Seniority List. Only Equipment Operators and Automatic Systems Irrigators may be permanently assigned to a Ranch Division.
4. Ranch Division Seniority: There will be a seniority listing by Ranch Division, made up of those employees on Seniority List No. 1 who are permanently assigned to work the classified occupations at each Ranch Division with seniority order thereon being by date of classification within each occupation. These listings will be referred to as Ranch Division Seniority Lists and are attached hereto as Appendix C.
5. Crew Seniority: Crews formed for pruning (and tying), suckering (and training) and hand-picking operations will be filled by placing the most senior employee in the most senior crew and, thereafter, each additional crew will be formed with the next most senior employees.
  - a) After the crews are initially formed, employees may request transfers to a lower seniority crew for the purpose of ride sharing. However, only one transfer per seasonal operation will be allowed. All transfers will be made at the conclusion of a work week.
  - b) The Company may fill openings on crews at its sole discretion. All openings will be filled by the most senior qualified worker available.
  - c) Crews will be formed at the beginning of each new operation.

**B. Loss of Seniority.**

Seniority will be extended from the date of hire or rehire and will be broken for the following reasons only:

1. Voluntary quitting;
2. Discharge for just cause;
3. When on layoff, failure to report within three (3) days of day fixed for resumption of work (except as provided in Section E, 1, 2 below), unless satisfactory reasons are given to the Company;
4. When the employee has been absent from work for three (3) consecutive days and has failed to properly notify the Company;
5. When the employee fails to report for work at the termination of a vacation or a leave of absence without an approved extension, or accepts employment with another employer while on leave of absence as per Article 9, Section E of this Agreement;
6. When the employee accepts a supervisory or other position with the Company outside of the bargaining unit.

**C. Filling Vacant Positions.**

1. When filling vacancies, new jobs, or making promotions or reclassifications, preference will be given to employees with the greatest Company-wide seniority, provided they have the qualifications to perform the work under normal supervision with reasonable efficiency. The Company will be the sole judge of the worker's qualifications and ability to perform the work required in the vacant, new or reclassified job.
2. Whenever a job opening occurs in any occupation designated as a Classified Occupation on the wage scale, the Company will post notice of this job opening on all Ranch Division bulletin boards. This posting will be made at least five (5) days before the vacancy is permanently filled. A copy of the posting will be provided to the Ranch Committee. Qualified senior employees desiring consideration for the higher rated job will register by signing the posted notice. The Company may fill the job opening on a temporary basis during the posting period. Temporary job openings created by a worker's brief absence or any unexpected opening anticipated to last less than ten (10) working days are not subject to posting.
3. The senior employee, provided he or she has the qualifications to perform the work with reasonable efficiency under normal supervision, will be selected to fill the

vacancy or opening and will be given a fair opportunity to meet the standards of the job. If the employee cannot satisfactorily perform the job, he or she will be returned to their former classification and rate of pay. The Company will then select the next senior qualified worker and follow the same procedure.

4. To the extent practical, the Company will continue to offer available training opportunities to senior employees who may reasonably be expected to learn the necessary skills and fill future vacancies without loss of efficiency to the Company. The numbers of workers receiving such training will be balanced toward those the Company may reasonably expect to utilize in future vacancies. Qualifying workers will be selected on the basis of Company-wide seniority, with prior notice to the Union.

The Company will pay a \$1.00 per hour premium to any worker who demonstrates his or her ability to perform the duties of an Equipment Specialist to the Company's satisfaction following a training period of up to nine (9) months in length.

5. Vacancies, new jobs, promotions, reclassifications and job openings other than those resulting from reduction in force are all processed under this Section.

**D. Reduction Of Force And Layoffs.**

1. When the lack of work requires reduction in force, layoffs will be by seniority order, with the employee with the lowest seniority laid off first provided, however, that the employees to be retained are qualified to perform the duties involved with the remaining work.
2. Employees reduced from occupations on the Classified Occupations wage scale will be reduced in reverse Classification Seniority order and pooled with workers reduced from other occupations on that wage scale and will be: (a) offered any work that may be available in the other occupations on the wage scale; and/or (b) pooled with all other employees working in other occupations with the employee with the lowest seniority to be laid off first.
3. Employees assigned to a job classification will not work in another job classification when there are employees with greater seniority on layoff provided, however, that these employees may work in another classification temporarily to complete a day's work or when weather causes rescheduling of ongoing work.
4. Employees with Ranch Division seniority are not subject to bumping or displacement by workers from another Division, except as may be necessary to carry out harvest operations. However, in the event that a significant reduction in operating acreage occurs, all Division Seniority employees will be pooled and reassigned by Classification seniority.

5. Employees reduced from any classification, but not laid off, will, upon restoration of force, return in seniority order to the classification from which reduced. If laid off and, if and when recalled, employees reduced from any classification will return in seniority order to such classification only in the event of a vacancy.
6. Crews formed by seniority order provided for under Section A, 5 of this Article may be reduced or laid off by entire crew without regard to individual seniority. The crew with the least seniority will be reduced or laid off first.
7. The Company may disregard crew seniority or individual seniority when there are three (3) or fewer days of crew work remaining or when there are six (6) or fewer days of pruning work remaining when transferring crews from pruning to tying.
8. The Company will notify the Union within seven (7) days of any seniority employees laid off according to this Section.
9. All demotions, cut backs and layoffs will be processed according to the above procedures.

**E. Recall.**

1. When anticipating the recall of seniority employees for pruning, tying and harvest, the Company (not less than two (2) weeks prior to the estimated starting date or as soon as possible in the event of an unanticipated recall) will notify the employees and the Union of the type of work, the estimated starting date, and the duration thereof. When notices of recall cannot be given two (2) weeks in advance, the recalled employees will be given as much notice as possible, but in no case less than forty-eight (48) hours. A notice of less than fourteen (14) days will not result in loss of Seniority under Section B, 3, above, provided the employee has reported within a seventeen (17) day period.
2. Seniority employees recalled for work other than pruning, tying and harvest, will receive at least seven (7) days advance notice of the starting date, or as much notice as the Company may have in the event of an unanticipated recall, but in no event less than forty-eight (48) hours. A notice of less than fourteen (14) days will not result in loss of seniority under Section B, 3, above.
3. All notices of recall will be in the written form attached hereto as Appendix D. All notices will be mailed first class with copies of the same provided to the Union. Those employees who do not report for work within three (3) days of the estimated starting date will be sent a first-class letter in the form set forth in Appendix E, notifying them of their loss of seniority under Section C., 3., of this Article and requesting proof as soon as possible of the reason for not reporting. When notices are returned with Postal Service notification of non-delivery, the Union will be notified of the name and address of the person from whom the letter was returned so

that the Union may attempt to notify the person. The Company will make returned letters and envelopes available to the Union upon request.

4. The Union steward or other Union representative on the job site will receive a daily listing of all recalled employees who have reported to work. Recalled employees will check in with the Union steward or other Union representative on the job site to verify their position on the Seniority List before commencing work.

**F. Seniority Lists.**

1. Beginning with the signing of this Agreement and two (2) weeks prior to recalling seniority employees for harvest and for pruning and/or the beginning of each Quarter thereafter, the Company will provide the Union with an up-to-date seniority list, containing the name, seniority date, social security number and job classification of each employee. The Company will post the seniority list(s) on the bulletin board.
2. If questions arise 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. However, an employee not on the Company's payroll during this two (2) week period will have up to two (2) weeks after returning to work to protest the accuracy of the list. If an employee is not recalled, he or she will have the right to protest the accuracy of the seniority list upon discovery thereof. Unresolved disputes between the Company and the Union concerning the Seniority List, other than those agreed upon in Appendices A, B, and C, may be submitted by either party to the grievance procedure.
3. The Company will provide the Union with a weekly listing of those employees who achieve or lose seniority status.
4. Employees are responsible for keeping the Company informed of their current address and telephone number. The Company will provide workers with a form for notifying it of changes of address and/or telephone number. This form, attached hereto as Appendix F, will be distributed to employees prior to layoff and will be available upon request at the Company office.
5. Any classified employee performing multiple job functions may request to relinquish one or more of the functions. However, in the event of an emergency, should the Company need the employee to perform any or all of the relinquished functions, the employee will resume those duties.

Employees who relinquish one or more job functions will be removed from the classification seniority list for that function. The Company will implement a training program for new workers to assume relinquished job functions. The

Company will be responsible for assigning the relinquished job function and will notify the Union in writing of its decision(s).

**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 will be subject to the Grievance and Arbitration Procedure. The parties further agree that the grievance procedure of this Agreement will be the exclusive remedy with respect to any dispute arising under this Agreement, and no other remedy will be utilized by any person with respect to any dispute involving this Agreement until the grievance procedure has been exhausted.
- B. All grievances will be processed during regular working hours. The Stewards and other Union representatives functioning as members of the Grievance Committee will perform for reasonable periods of time without any loss of pay at the regular straight time rate for their respective positions based on the preceding payroll week in which they actually worked. However, the Company's obligation in this regard will be limited to one (1) member of the Grievance Committee if there are fifty (50) or fewer employees affected by the grievance, and one (1) additional member for each additional fifty (50) employees affected by the grievance, with a maximum limit of five (5) paid members of the Grievance Committee.
- C. The aggrieved worker will have the right to be present at each step of the procedure without any loss of pay. The Union will make its grievance representatives available when and where needed under this Agreement. In the event that there is more than one (1) employee aggrieved, only one (1) employee representing the grievant will have the right to be present at each step of the grievance procedure without any loss of pay.
- D. Grievances dropped by the Union or the Company prior to an arbitration hearing are deemed withdrawn with prejudice to their respective positions on a similar matter in the future.
- E. All time limits specified in this Article will be strictly adhered to unless mutually agreed upon otherwise by the parties. Failure of the grieving party to comply with the time limits specified in any paragraph or sub-paragraph of this Article 5 will waive the grievance with prejudice and the grieving party will pay the expenses and fees of the arbitrator incurred. If the party receiving the grievance fails to comply with the time limits specified, the party will be considered to have withdrawn its objections to the grievance with prejudice and the grievance will be granted in favor of the grieving party.
- F. First Step: Any grievance arising under this Agreement will be taken up between the Company supervisor involved and the Union steward within ten (10) working days of the date the Grieving Party knew or should have known of the occurrence of the grievance. They will use their best efforts to resolve the grievance. The party receiving the grievance will have two (2) working days thereafter to respond to the grievance.

G. Second Step: In the event the grievance is not satisfactorily resolved at the First Step, the grieving party will reduce the grievance to a writing, which sets forth the basis for the grievance. A grievance regarding a discharge of an employee must be delivered to the other party in writing within five (5) days of the discharge. All other grievances must be delivered to the other party in writing within ten (10) working days of the response to the grievance in the First Step. All written grievances will include the following information:

1. section or sections of the Agreement alleged to have been violated;
2. action or actions claimed to have violated the Agreement;
3. remedies sought and for whom; and
4. persons in the grievance.

Not later than five (5) working days of the delivery of the written grievance, the grievance will be discussed in a meeting between the Grievance Committee and the Company representative delegated to resolve such matters.

If the grievance is not satisfactorily resolved in such meeting, the party receiving the grievance will provide a written response to the other regarding its position, including reasons for denial, within five (5) calendar days of the close of the Step Two meeting.

A Union representative may fully participate in the Second Step grievance meeting.

H. Third Step: If the grieving party is not satisfied with the written response, it must file a written notice to the other party within fifteen (15) working days of the receipt of such written notice. If timely written notice of appeal is given, the matter will be referred to arbitration. The arbitrator will consider and decide the grievance referred to her or him.

I. Selection Of The Arbitrators.

The parties will meet and make a good faith effort to select an arbitrator. In the event that the parties are unable to agree upon an arbitrator, they will immediately request a panel of eleven (11) arbitrators from the Federal Mediation and Conciliation Service ("FMCS"). After receipt of the list, the parties will meet to attempt to agree upon an arbitrator from this list. If they are unable to agree, names will be stricken from this list in the following manner: The party to strike first will be selected by a coin toss, and the parties will alternately strike names. The name remaining after each party has stricken five (5) will be the person designated as Arbitrator.

J. Unless otherwise agreed upon by the parties, the Arbitrator designated pursuant to paragraph I above will hear and resolve only one grievance and will have no authority or jurisdiction to modify or alter any provision of this Agreement. The Arbitrator will have the authority to revoke or modify any form of discipline and the discretion to award back

pay for any loss of earnings or benefits from the Company and will have the authority to adjust back pay by the amounts paid by the Company, any wages earned in other employment or any government benefits received, e.g., unemployment insurance, worker's compensation, welfare benefits, etc.

The Arbitrator will submit a written and signed decision to the parties stating the bases for the decision within fifteen (15) days of the close of the hearing. The Arbitrator will have access to the Company or Union property, if necessary, providing no interference with the business of either party results.

If any grievances are referred to arbitration after the first arbitrator has been selected under paragraph I above, the parties will meet and confer in good faith regarding whether they will utilize the first arbitrator to hear the additional grievance(s). However, if either party objects, the arbitrator next in order on the FMCS list will be chosen for the next grievance and this same procedure will be followed for any successive grievance(s).

- K. The decision of the Arbitrator rendered pursuant to this Agreement will be final and binding on the parties to this Agreement and to the grievant as to the adjudication of the grievance.
- L. All expenses and salaries of the Arbitrator will be paid by the losing party. If a question arises as to the losing party, this will be decided by the Arbitrator hearing the grievance then in dispute. Each party will pay the cost of presenting its own case.
- M. The Company or the Union may refer any alleged violation of Article 36, No Strike, No Lockout directly to arbitration without need of exhausting the grievance procedure. The hearing may be held not sooner than two (2) hours after the notice has been given to the other party. The Arbitrator will be empowered to adjudicate the dispute immediately and will have the authority to direct the party violating Article 36 to cease and desist immediately. This order will be final and binding on the parties to the Agreement and to any employee of the Company to whom it is directed and be effective when it is given. Any claim by the Union that on-the-job conduct of any non-bargaining unit worker is disrupting harmonious working relations may be treated as a grievance under the provisions of this Agreement.
- N. Nothing in this Article or this Agreement will preclude the Union from collecting delinquent payments due hereunder.

#### **ARTICLE 6: DISCIPLINE AND DISCHARGE**

- A. The Company will have the sole right to discipline and discharge workers for just cause, providing that on the exercise of this right it will not act in violation of the Agreement.
- B. Prior to or immediately following any discharge or suspension, the Company will notify the Steward or other Union official and such Union Representative will have the right to be present when formal charges are made, if they so desire. 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 immediately notify the Union of such action.

- C. The Steward or other Union representative will have the right to interview workers in private. The Union representative will be notified in writing within forty-eight (48) hours of the reasons for any discharge.
- D. Individual performance in relation to piece rate or incentive plan will not be conclusive evidence for the purpose of disciplining or discharging a worker. However, this provision will not constitute any limitation on the Company's right to discipline or discharge.

#### **ARTICLE 7: RIGHT OF ACCESS TO COMPANY PROPERTY**

- A. Duly authorized and designated Union representatives will have a right of access to the Company premises covered by this Agreement in connection with the administration of this Agreement, provided that there is no interference with the conduct of Company business.
- B. Before a Union representative contacts any of the workers during working hours pursuant to Section A of this Article, he or she will notify the Company of his or her presence on the premises and the duration and the number of proposed contacts.
- C. The Union will advise the Company of the names of its duly authorized and designated representatives in writing. This notice will be effective upon receipt by the Company.
- D. The Union will indemnify and hold the Company harmless from any and all liability for any injuries sustained or caused by anyone involved in taking access under this Article 7. The Union will also provide the Company with a certificate(s) of insurance for any vehicle(s) operated by its agents or representatives during any such access and may prohibit access of any vehicle for which no such certificate(s) is provided.

#### **ARTICLE 8: NEW OR CHANGED CLASSIFICATION OR OPERATION**

In the event a new or changed classification or operation within the bargaining unit is to be instituted by the Company, the Company will set the wage rate in relation to the classification or operation and will give the Union written notice thereof within one (1) week of the effective date of the wage rate for the new or changed classification or operation. Whether or not the Union decides to challenge the proposed rate, the Company may put the rate into effect after such notice. If the Union and the Company cannot mutually agree upon a rate, the question of an appropriate rate will be submitted to the grievance procedure of Article 5 (Grievance and Arbitration Procedure) for determination beginning at the Second Step. Any rate agreed upon by the parties or determined by an arbitrator in interest arbitration will be effective from the institution of the new or changed classification or operation.

## ARTICLE 9: LEAVES OF ABSENCE

The Company will grant leaves of absence to workers for the legitimate purposes described below. Each worker is solely responsible for obtaining all necessary authorization and for providing any proof that may be required.

- A. To Accept An Official Union Office Or Position: Upon written request, any employee elected or appointed to an office or position in the Union will be granted a leave of absence without pay for a period of continuous service with the Union provided that reasons satisfactory to the Company for the leave have been received from the Union. Ten (10) days notice must be given to the Company before the employee takes leave to accept such office or position or chooses to return to work. Seniority will not be broken or suspended by reason of such leave.
- B. To Attend Official Union Functions: A temporary leave of absence without pay for Union business will be granted under the following conditions:
1. Written notice of reasons satisfactory to the Company for the leave is given by the Union at least two (2) work days prior to commencement of any such leave;
  2. No more than ten (10) percent of the work force working when the leave is requested will be granted leaves of absence under this paragraph at any one time;
  3. This paragraph will not apply to classified employees during critical periods such as planting and harvest (other than the first and last weeks thereof).
- C. For Other Valid Reasons: A leave of absence without pay may also be granted by the Company for any of the following reasons without loss of seniority:
1. For jury duty or witness duty when subpoenaed;
  2. For service in the U.S. Military upon written notice to the Company and the Union prior to leaving for duty and reporting back to work within thirty (30) days after discharge from service. Upon return from military service, the employee will be granted a job equal to the one he or she would have had with the Company had he or she remained in the Company's continued employ. However, any renewal of enlistment beyond the original period will serve to break seniority unless such action violates any federal or state law or regulation;
  3. Up to two (2) years of illness or injury requiring absence from work. The Company may require substantiation by medical certificate or other adequate proof of illness or injury;
  4. Up to one (1) year for maternity;

5. Up to two (2) years for the purpose of further education; provided that the Company may require proof of enrollment in training or education program;
6. Up to one hundred twenty (120) days for the purpose of meeting with the American Consul to immigrate themselves, their spouse or children; provided that the Company may require proof of such meeting;
7. For valid personal reasons satisfactory to the Company not to exceed thirty (30) days;
8. For qualifying workers aged 62 or over who must limit working hours in order to avoid the forfeiture of Social Security benefits; and
9. For up to three (3) days of paternity leave without pay provided that proper evidence of birth, marriage and hospital stay is provided to the Company in support thereof.

D. Request and Authorization Procedure: All leaves of absence in excess of three (3) days will be in writing on approved forms provided by the Company. These forms will be signed by the Company representative, the worker requesting the leave and the Union steward or the designated Union representative.

1. Leaves of absence for illness, injury, maternity and training for reasons satisfactory to the Company may be extended by the Company, upon written request for such extension to the Company with a copy to the Union within fifteen (15) days prior to the termination of the original leave provided, however, that an extension request may be submitted simultaneously with the request for a leave of absence for valid personal reasons if the employee has special circumstances which require additional time.
2. In case of illness or an emergency while on authorized leave of absence, an employee may request and be granted a provisional extension of up to fifteen (15) days additional leave by telephone or first-class mail. However, upon return to work, the employee must furnish satisfactory documentation or evidence of the nature of such illness or emergency. The Company will determine the validity of the request. The Company will provide the Union Steward with notice of the request and approval of provisional extensions.
3. Where more employees in a given job classification have applied for a leave of absence at the same time than can be spared by the Company, leaves will be allocated on the basis of seniority, with the employee having the highest seniority having the first preference for that leave of absence. However, when an employee requests an emergency leave, the Union and the Company may agree to prefer his or her leave request to those of other employees with higher seniority.

- E. Loss of 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 will terminate seniority in accordance with Article 4, Seniority.

#### **ARTICLE 10: MAINTENANCE OF STANDARDS**

The Company agrees that all conditions of employment relating to wages, hours of work, general working conditions and fringe benefits will be maintained at not less than the highest standards in effect at the locations covered by this Agreement at the time of signing, and such conditions of employment will further be improved in accordance with specific provisions for improvement made elsewhere in the Agreement.

#### **ARTICLE 11: SUPERVISORS**

Except for those Working Supervisors covered in Section A below, supervisors and other employees not included in the bargaining unit will not perform any work covered by this Agreement, except for instruction, training and emergencies.

- A. Because of the nature of the Company's business and agricultural practices, it is necessary to maintain supervisors and foremen on the Company payroll throughout the year. In some instances, supervisors and foremen have performed bargaining unit work. It is mutually agreed that those supervisors identified for purposes of this Article may perform the specified bargaining unit work, but in no event will they displace bargaining unit workers from work they would normally perform.
1. The parties understand and agree that as a matter of existing historical past practice certain supervisors perform as working foremen for approximately eight (8) to nine (9) months each year. The remainder of the work year they perform duties of equipment operation, maintenance and other vineyard related work.
  2. The Shop Supervisor performs maintenance, servicing and rigging of machinery and autos.
  3. During mechanical harvest operations, other supervisors assist mechanics and harvester operators in making in-field repairs and adjustments.
- B. The provisions of this Article will extend to any replacement of an eligible supervisor.

#### **ARTICLE 12: RECORDS AND PAY PERIODS**

- A. The Company will keep full and accurate records, including total hours worked, piece rate or incentive rate records, total wages and total deductions. The employees will be provided with a copy of the itemized deductions, hourly rates, hours worked and total wages on each

payday, which will include their piece rate production record. The daily record of piece rate production for crews paid on a crew basis will be given to the appropriate steward.

- B. An authorized representative of the Union will have the right, upon reasonable notice to the Company, to examine time sheets, work production or other records that pertain to workers' compensation or that are necessary in the processing of grievances.

### **ARTICLE 13: HEALTH AND SAFETY**

- A. The Company and the Union are vitally concerned with the health and safety of the 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 for growth of the product. The Company recognizes that the 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.
- B. The Company will prepare and review with the Ranch Committee, policies and rules relating to the health and safety of the workers, including but not limiting to the use of poisons, garments, tools and equipment, and sanitation as they may affect the health and safety of the workers. Members of the Committee will have access to all data provided for and related to Section C concerning the use of poisons.
- C. The Company agrees to make available to the Union such records as will disclose the following:
  - 1. Location of field treated with injurious materials;
  - 2. Name and material used by brand name and by chemical name and registration number;
  - 3. Date and time material was applied and its formulation;
  - 4. Amount of material applied, its formulation and concentration;
  - 5. Method of application; and
  - 6. Applicator's name and address, if any.
- D. The Company will comply with all applicable laws relating to the health and safety of farm workers and will not use banned chemicals including DDT, DDD, DDE, Aldrin, Dieldrin, Parathion, Phosdrin and Dinoseb. In the event that a Company client demands that Captan or Methylbromide be used, and either substance is not then banned by federal, state or local law or regulation, the Company agrees to advise the Union of the matter, use its best efforts to dissuade the client from use of the substance and, in the event of continuing client insistence on use, immediately meet and confer with the Union regarding the matter.

- E. In accordance with the law, there will be adequate toilet facilities in the field readily accessible to employees that will be maintained by the Company in a clean and sanitary manner.
- F. At each place where work is being performed, there will be provided suitable, cool, potable drinking water convenient to employees. Individual paper cups will be provided. The Company will provide adequate space for storage of employees' lunches in crew storage boxes attached to crew tractors. To the extent available, the Company will use pickup trucks in lieu of tractors.
- G. Tools, equipment and protective garments necessary to perform the work and/or safeguard the health and/or to prevent injury to an employee will be provided, maintained and paid for by the Company. Employees will be responsible for returning equipment that was checked out to them, but will not be responsible for breakage or normal wear and tear. Employees will be charged actual cost for equipment that is not broken and not returned. Receipts for returned equipment will be given to employees by the Company.
- H. Adequate first aid supplies will be provided to each Crew Leader and at the shop. First aid supplies will be kept in clean and sanitary dust-proof containers.
- I. When an employee who applies agricultural chemicals is on the Company payroll, one baseline cholinesterase test and other additional tests will be taken on those employees at the Company's expense when organophosphates are used, and, if requested, results of these test(s) will be given to authorized Union representatives.
- J. Employees will be provided with appropriate safety apparel and equipment and trained in their use. Any failure or refusal by an employee with a record of no prior health and safety warnings to wear or utilize such apparel and equipment properly will subject that employee to a written warning for a first offense and, thereafter, discipline up to and including discharge. Employees with prior health and safety warnings may be subject to immediate discharge for further violations.

#### **ARTICLE 14: NO DISCRIMINATION**

The Company and the Union will not discriminate against any employee because of race, creed, color, religion, sex, age, ancestry, pregnancy or related medical condition, marital status, sexual orientation, physical handicap, medical condition, disability, political belief, national origin, Union activity or lack thereof, or any other prohibited reason.

#### **ARTICLE 15: BULLETIN BOARDS**

The Company will provide bulletin boards placed at agreed-upon central locations upon which the Union may post notices of Union business. Any other notices will be subject to immediate removal by the Company.

## **ARTICLE 16: 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 or additional equipment not owned by the Company is required. It is also understood and agreed that the Company will 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:

1. Subcontracting is permissible under this Agreement where bargaining unit workers do not have the skills to operate and maintain equipment or to perform work of a specialized nature or in the event of emergencies as set forth in Article 3.D, above.
2. Subcontracting is permissible under this Agreement where the Company does not have the equipment or sufficient equipment to perform the work being subcontracted. When the Company chooses to subcontract pursuant to the terms of this Article, anyone working for the subcontractor who actually operates and maintains the equipment will not be covered by the terms of this Agreement. However, anyone working for the subcontractor, other than those who actually operate and maintain the equipment, on the subcontracted job will be covered by the terms of this Agreement.
3. The Company may subcontract for field budding on existing acreage on an emergent basis if there is insufficient time within which to train sufficient numbers of seniority employees to perform this special work. Additionally, the Company may use subcontractors for field budding work on acreage acquired after the effective date of this Agreement provided that it also trains seniority employees who are interested in performing this work.
4. The Company will notify the Union in writing in advance of any subcontracting.

## **ARTICLE 17: SUCCESSORSHIP**

- A. This Agreement will be binding upon and inure to the benefit of the parties, 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, including, but not limited to, contracts, leases and management contracts on property not owned by the Company.
- B. By this Article, the parties seek to define contractual rights and do not waive any statutory rights.
- C. The Union and each of the Plans and Funds will receive individual notices thirty (30) days prior to any sale or transfer of the business and ownership of the Company.

## **ARTICLE 18: REPORTING AND STANDBY TIME**

- A. An employee who is requested to report for work and who reports and is furnished no work, will be paid at least four (4) hours at their hourly rate of pay or their average piece rate earnings based on the preceding payroll week. If the employee commences work and is furnished less than four (4) hours of work, hourly and piece rate employees will be paid at least four (4) hours that day at their hourly rate of pay. This Article will 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 cause beyond the control of the Company. Such causes will not include Company equipment breakdown or shortage of supplies.
- B. Employees will be paid at their hourly rate of pay for all time they are required to remain on the job.
- C. Any call may be rescinded by notification to the employee at least six (6) hours prior to the scheduled reporting time.
- D. An employee called in by the Company at times other than scheduled work hours will be paid at time and one half (1-1/2) the job rate, with a minimum of four (4) hours of pay. Employees will be notified of changes in scheduled work hours a minimum of six (6) hours in advance of the revised reporting time. This subsection has no bearing on the situation where the regularly-scheduled employee fails to report and the Company must call in substitutes from the seniority list. In such circumstances, the substitutes will be paid the regular rate of pay for the first nine hours and time and one-half (1-1/2) thereafter.
- E. When weather related problems may result in cancellation or delay of work, the Company will provide a telephone number for employees to call in order to check on the status of operations a minimum of thirty (30) minutes in advance of their scheduled reporting time.

## **ARTICLE 19: REST PERIODS**

Employees will have paid rest periods of fifteen (15) minutes each of which, insofar as practical, will be in the middle of each continuous four (4) hour work period or major fraction thereof.

## **ARTICLE 20: INJURY ON THE JOB**

Whenever an employee is injured on the job and receives medical attention, the employee will be paid for the balance of the day of injury if sent home by a physician at their regular rate of pay or average hourly earnings if employed by piece rate. The Company must decline any request for payment under this Article in the absence of appropriate written evidence of the actual injury, physician's diagnosis and prescribed treatment.

### **ARTICLE 21: BEREAVEMENT PAY**

As compensation for wages lost while on authorized leave to make arrangements and/or attend the funeral services of a member of the immediate family (father, mother, child, brother, sister, spouse, mother-in-law, father-in-law, grandfather, grandmother, son-in-law, daughter-in-law), any current employee will receive compensation equal to the wages lost because of absence, not to exceed three (3) days of pay. The Company may require a death certificate or other evidence of death.

### **ARTICLE 22: JURY DUTY PAY**

Employees who have worked at least five (5) days during the two (2) weeks preceding the week in which the following event occurs, will receive the benefit of this policy. An employee will receive jury duty pay for any days of work missed due to the jury service up to a total of ten (10) court days per calendar year. Jury duty pay is defined as the difference between the fees received for performing jury duty service and what he or she would have received had he or she been working for the Company for each day of jury service based on the preceding payroll period in which he or she worked. To receive pay under this provision, the employee must provide the Company with a copy of the notice summoning him or her to appear and, if so requested, documentary evidence of the amount of fees received for performing such services.

### **ARTICLE 23: HOLIDAYS**

A. Commencing with the effective date of this Agreement, the following holidays will be paid holidays for employees who meet the requirements of this Article.

New Year's Day	January 1
Cesar Chavez Birthday	March 31
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Christmas Day	December 25

B. Holiday pay will be the employee's daily average regular rate of pay during the last payroll week worked immediately preceding the holiday.

C. An employee must work at least five (5) days during the two (2) weeks preceding the week in which the paid holiday falls and, in addition, must work the scheduled workday both immediately before and after the holiday. If the next scheduled workday after the holiday is more than five (5) calendar days after the holiday, the requirements for work on the scheduled workday after the holiday will not apply.

D. If an eligible employee works on any paid holiday, he or she will be paid for each hour worked at one and one half (1-1/2) times his or her straight time hourly rate of pay in addition to the unworked holiday pay.

- E. "Citizenship Participation Day" is designated as Tuesday, November 7, 1992. All employees qualifying under Section C above will receive eight (8) hours pay at their regular hourly rate or at the General Labor rate if they are working on a piece rate basis.

#### **ARTICLE 24: MANAGEMENT RIGHTS**

The Company retains all rights of management unless limited by the terms of this Agreement.

#### **ARTICLE 25: ROBERT F. KENNEDY FARM WORKERS' MEDICAL PLAN**

- A. For the period of this Agreement, the Company will continue to pay \$1.0525 to the Robert F. Kennedy Farm Workers' Medical Plan for each hour worked by each employee covered by this Agreement.
- B. The Company also agrees that the above hourly contribution rate may be increased by up to five cents (5¢) per hour in order to maintain benefits at current levels through April 30, 2000, only if the following conditions are met:
1. The Company is provided with a signed writing from the Consultants for the Medical Plan recommending in writing to the Plan Trustees that an increase of five cents (5¢) or less is necessary to maintain benefits and, furthermore, the Company receives a signed writing from the Plan Trustees certifying that the increase is necessary to maintain the benefits of the Plan; and
  2. The Union delivers written notice to the Company of the five-cent (5¢) dental benefit rate increase by personal service or by certified mail specifying the amount, effective date and basis for the increase. This notice must be received by the Company no later than thirty (30) days prior to the desired effective date of the benefit rate increase; and
  3. At no time will the Company be required to make a greater hourly contribution to the Plan than that required under any collective bargaining agreement between the Union and any other employer and, if requested, the Union will supply the Company with copies of all other agreements and other pertinent documentation demonstrating the Union's compliance with this obligation.
- C. In accordance with Article 41, the monies and a summary report will be remitted to the Plan at such Los Angeles address as designated by the Plan Administrator.
- D. If the Company files in bankruptcy, it will notify the Plan thereof and will list the Plan as a separate creditor qualified as a priority claim under the Bankruptcy Act. Notification to the Union or any of the other Plans will not constitute compliance with this Article.
- E. The place of performance for the Company's obligations will be the City and County of Los Angeles, California.

**ARTICLE 26: JUAN DE LA CRUZ FARM WORKERS PENSION PLAN**

For the duration of this Agreement, the Company will contribute twelve cents (12¢) per hour to the Juan de la Cruz Farm Workers Pension Plan ("JDLC Plan") for all hours worked by each employee covered by this Agreement. In accordance with Article 22, B., 2, above, the monies and summary report will be submitted to the JDLC Plan at the address designated by the Plan Administrator. If the Company files in bankruptcy, it will notify the Plan thereof and list the Plan as a separate creditor qualified as a priority claim under the Bankruptcy Act. Notice to the Union or any plan other than the JDLC Plan of any such action will not constitute compliance with this Article.

The place of performance for the Company's obligations will be the City and County of Los Angeles, California.

**ARTICLE 27: NO STRIKE, NO LOCKOUT**

The Union agrees that there will be no strikes, picketing, slowdowns or boycotts by the Union or its agents, representatives or supporters against the Company or any of its products during the life of this Agreement. The Company agrees that there will be no lockouts during the life of this Agreement.

The Company agrees that any employee may refuse to pass through a lawful primary picket line at the Company that is sanctioned by the Union. No employee under this Agreement will 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 28: VACATIONS**

A. Employees who have worked one thousand (1000) hours for the Company in the previous calendar year will be eligible to receive a vacation with pay based upon their annual Gross Pay for the previous year.

<u>Years of Service:</u>	<u>6 Months - 12 Months</u>	<u>12 Months - Nine (9) Years</u>	<u>Ten (10) Years and Over</u>
Amount of Vacation Length of Vacation	2% of earnings and one (1) week	4% of earnings and two (2) weeks	4.5% of earnings and three (3) weeks

B. Vacation pay will be granted to employees who do not qualify for vacation under Section A above if they have worked five hundred (500) hours or more during the previous calendar year. Vacation pay for these employees will be two percent (2%) of their gross earnings in the previous calendar year. An employee who has worked for four (4) consecutive calendar years will receive four percent (4%).

- C. Employees who do not work five hundred (500) hours in the calendar year and who return to work in the next subsequent calendar year will have the hours and gross earnings for the non-qualifying year added to the hours and earnings of the subsequent year for the purpose of determining eligibility and vacation for the subsequent year, and will not be cumulative. Vacation pay will be two percent (2%) of the employee's gross earnings in the two (2)-year qualifying period.
- D. Vacation schedules for eligible employees who wish to take vacations from active work will be mutually agreed upon. However, if more employees than may reasonably be spared request a particular vacation period, the employee with the highest seniority will have the first preference for the requested vacation period.
- E. Vacation checks for employees eligible under Section B and C above are due and payable sixty (60) days after the end of the calendar year. Employees must pick up their checks in person or provide the Company with written authorization to receive their checks by mail.

**ARTICLE 29: HOURS OF WORK**

- A. Normal Workday: The normal workday for Equipment Operators, Automatic Systems Irrigators and Crew Leaders will be ten (10) hours and the normal work week will be sixty (60) hours. The normal workday for all other employees will be nine (9) hours per day and the normal work week will be fifty four (54) hours per week. This is not to be considered a guarantee by the Company of any amount of hours or days of work.
- B. Overtime Pay: All employees whom the Company requires to work beyond their normal hours of work will receive overtime pay of one and one half (1-1/2) times their regular hourly rate of pay for all hours worked in excess of the applicable nine (9) or ten (10) hour normal workday set forth in A above.
- C. Day of Rest: Taking into consideration the requirements of the Company, each employee will be entitled to one (1) full day (24 hours) off without pay each week. Insofar as possible, work will be scheduled so that each employee will have Sunday off.
- D. Sunday Premium: Except for those working piece rate, all employees performing work on Sunday (between 12:00 a.m. and 12:00 p.m., midnight) will receive a premium of \$1.40 per hour over their regular hourly rate of pay for all hours worked on Sunday, *during harvest* *John W.*  
*Y.R.*  
*5/23/15*
- E. Night Shift Premium: A night shift premium of fifty cents (\$0.50) per hour will be paid to all employees for all hours worked between 6:00 p.m. and 6:00 a.m.
- F. Meal Time Breaks: Meal time breaks for all employees will be one half (1/2) hour, and are not compensated for or counted as hours worked under the provisions of this Agreement. Employees required to eat while on duty will be paid for the lunch period.

- G. Gondola Driver Pay: Hand harvest gondola drivers will receive additional compensation of one half (1/2) hour pay at the end of the day in addition to all hours worked, paid at the light duty tractor driver regular hourly rate.
- H. Application of Wage Rates: Wage rates for specific job classifications are set forth in Appendix G, H and I attached hereto. Any or all hours worked at any job will be compensated for at the applicable rate for the work performed, except as follows:
1. When an employee performs work in a higher rated job, he or she will be paid at the higher rate for all time so worked, but will not be paid such higher rate for less than one (1) hours in such day.
  2. An employee permanently assigned to work at the Classified Occupations of each division who is assigned or reduced to a lower pay rated job will retain his or her regular rate of pay through the end of the pertinent payroll period after reassignment to the lower pay-rated job.
- I. No Pyramiding: Under this Article, there will be no pyramiding of overtime or premium pay.
- J. Finishing Work: The Company will exercise its best efforts to assure that employees finish their assigned work within the length of one vineyard block of their vehicles. If employees are required to finish work in a location more than one vineyard block from their vehicles, the Company will dismiss them within sufficient time to reach their vehicles on or about the end of the shift.
- K. Light Duty Tractor Drivers: Light Duty Tractor Drivers, while working at sulfur dusting, will be treated as Equipment Operators for the purpose of assignment and hours of work.
- L. Seasonal Assignments Re Certain Classifications: Equipment Operators, Automatic Systems Irrigators, Duster Drivers and Crew Leaders may be seasonally assigned to work at these occupations on each of the three Ranch Divisions.

### **ARTICLE 30: UNION REPRESENTATIVE AND CREW STEWARDS**

- A. The prompt and fair disposition of grievances and the proper administration of this Agreement involve important and equal obligations and responsibilities of each party to protect and preserve the grievance procedure and the Agreement as an orderly means of resolving legitimate grievances and other problems between the parties. To carry out these goals and for the purpose of operating under this Agreement, employees will be entitled to a Union Representative subject to the following provisions.
- B. The Union will appoint and train a member of the bargaining unit to serve in the dual role of Company-wide Steward and Union Representative. The Union Representative will perform all reasonable and necessary duties of Senior Steward for the bargaining unit and

will be empowered to adjust grievances and provide on-site administration of the Agreement on behalf of the workers and the Union. The Union Representative will not have any authority to represent or speak for the Company on any matter. The Union may also select any bargaining unit employee, including the Union Representative, to assist it with Union business on or off site, provided that the total hours necessary to perform these duties, when combined with those hours involved in performing the work of the Union Representative, do not exceed the number set forth in paragraph D.5, below.

- C. The Union Representative will be deemed to be an active Company worker and will be covered by all other terms of this Agreement. During the term of his or her appointment, the Union Representative will have temporary seniority superior to all other workers except those on seniority list Number 1.
- D. The Company will provide reasonable time during regular working hours for the Union Representative and/or any unit employee assisting with Union business hereunder to perform her or his duties in a timely manner away from their regular work duties without loss of pay, subject to the following provisions:
1. The Union Representative and/or unit employee assisting with Union business will make a good faith effort to perform their duties of the position in a manner that minimizes paid time away from his or her regular work.
  2. The Union Representative will provide the Company with advance notice of the schedule for regular visitations of work crews in order to perform routine communications and administer the Agreement. These visitations will be carried out with minimum frequency and disruption of crew work.
  3. The Union Representative and/or unit employee assisting with Union business will provide the Company with forty-eight (48) hours advance notice, or as much notice as they may have, of the need to leave his or her regular work to perform their duties.
  4. The Union Representative and/or unit employee assisting with Union business will not be compensated for any wages lost for which the Company is not provided notice upon leaving his or her regular work.
  5. Compensation for any loss of pay while attending Union training sessions or performing any duties hereunder will be limited to a maximum of one hundred fifty (150) hours in the calendar year.
- E. The Union and the Company will meet periodically to resolve problems or disputes which may arise over the performance of the Union Representative's duties. The Company will not be obligated to compensate the Union Representative or unit employee assisting with Union business hereunder for loss of earnings which result from activities not in conformity with the purposes of this Article.

- F. To the extent practical, the Union will designate a member of each crew to serve as Crew Steward. The Union will provide the Company with written notice of appointments to Crew Steward positions. For the term of their appointment, the Crew Steward will acquire seniority superior to all other members of their crew.

### **ARTICLE 31: MECHANIZATION**

- A. The Company will have the right to utilize mechanical harvesters, providing the Company does not exceed the total of ten (10) harvesters used in the past. Should the Company acquire new or additional properties to manage and operate, the Union and the Company agree to meet and negotiate the introduction of any mechanical harvesting devices that will displace seniority workers.
- B. The Union recognizes that crop damage may result if appropriate personnel are not available during harvest. Therefore, the Union agrees that in the event the Company cannot obtain required harvest personnel, under Article 3, Hiring, on the date needed and in the desired location, it will be free to utilize additional mechanical harvesters or any other means necessary to harvest the crop.
- C. Replacement of existing equipment will not be considered new or additional equipment.
- D. The Company may introduce any new mechanical devices it deems necessary to complete any work task. In the event that the Company introduces such a device, it will notify and bargain with the Union concerning an appropriate wage rate. If the parties are unable to agree upon a wage rate within a reasonable time, they will select an arbitrator pursuant to Article 5 who will conduct interest arbitration to decide the rate. The bidding for and training on any new devices will be conducted in accordance with Articles 3 and 4 on Hiring and Seniority.

### **ARTICLE 32: MODIFICATION**

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

### **ARTICLE 33: SAVINGS CLAUSE**

In the event that any portion of this Agreement is abrogated or made illegal by any local, state or federal law, only that portion of this Agreement will be ineffective. In no event will the ineffectiveness of one portion of this Agreement terminate the remainder of the Agreement.

### **ARTICLE 34: DURATION OF AGREEMENT**

This Agreement will be in full force and effect from the date of signing to and including April 30, 2000. This Agreement will automatically renew itself upon expiration unless either of the parties has given written notice to the other within sixty (60) calendar days of the expiration date, together

with thirty (30) days prior written notice to the State Mediation And Conciliation Service. In the event that proper notice is given, during this sixty (60) day period, all terms and conditions of this Agreement will remain in full force and effect. No retroactivity pay will be paid under this Agreement or any renewals thereof.

Executed this 23 day of May, 1997.

UNITED FARM WORKERS OF AMERICA  
AFL-CIO

GENERAL VINEYARD SERVICES, INC.

By: Arturo Medrano

By: K. McFarland

By: Jose Ruiz

By: \_\_\_\_\_

By: Juan Manuel Hernandez

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

APPENDIX A: COMPANY-WIDE SENIORITY LIST

**APPENDIX B: JOB CLASSIFICATION SENIORITY LIST**

**APPENDIX C: RANCH DIVISION SENIORITY**

**APPENDIX D: NOTICE OF RECALL**

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

**NOTICE OF RECALL**

EMPLOYEE: \_\_\_\_\_ SSN: \_\_\_\_\_

In accordance with the provisions of Article 4 of the Agreement between General Vineyard Service, Inc. and the United Farm Workers of America, AFL-CIO, you are hereby given official notice of recall for reemployment as a \_\_\_\_\_.

This work is anticipated to begin on \_\_\_\_\_ and is estimated to continue through \_\_\_\_\_, a duration of approximately \_\_\_\_\_ working days.

To confirm the starting date, time and location, you should contact our office after \_\_\_\_\_. It is your responsibility to notify our office of any change or address or telephone number. You may notify our office either in person or by calling (408) 675-2600.

Remember to bring your Social Security Card and ID card on the day you report.

Any requests for transfer will be reviewed after the first day of work.

\_\_\_\_\_  
GENERAL VINEYARD SERVICES, INC.

REPORT TO: \_\_\_\_\_ AT: \_\_\_\_\_

**YOU MUST STILL NOTIFY OUR OFFICE IN PERSON OR BY TELEPHONE.**

APPENDIX D: AVISO DE RELAMADA AL TRABAJO

LA FECHA: \_\_\_\_\_

EMPLEADO: \_\_\_\_\_ SSN: \_\_\_\_\_

De acuerdo con las provisiones del Articulo 4 del contrato colectivo entre la compania General Vineyard Service, Inc. y La United Farm Workers of America, AFL-CIO, Usted por lo tanto esta oficialmente avisado (a) de rellamada para reempleo de \_\_\_\_\_.

Anticipamos que el trabajo comenzara el \_\_\_\_\_ y estimamos que continuara hasta \_\_\_\_\_ por la duracion de aproximadamente \_\_\_\_\_ dias de trabajo.

Para confirmar la fecha de empezar, tiempo y localidad, Usted debe de llamar a nuestra oficina despues del \_\_\_\_\_.

Es su responsabilidad de avisar a la oficina de cambio de domicilio o numero de telefono. Puede notificar nuestra oficina ya sea en persona o por telefono: (408) 675-2600.

No se olvide traer su tarjeta del Seguro Social y tarjeta de identificacion en el dia que se reporte a trabajar.

Cualquiera pedido de Transferir haremos una revista despues del primer dia de trabajo.

\_\_\_\_\_  
GENERAL VINEYARD SERVICES, INC.

REPORTE A: \_\_\_\_\_ A LAS: \_\_\_\_\_

SIEMPRE DEBE DE NOTIFICAR NUESTRA OFICINA EN PERSONA

O POR TELEFONO.

**APPENDIX E: NOTICE OF LOSS OF SENIORITY**

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

NOTICE OF LOSS OF SENIORITY

EMPLOYEE: \_\_\_\_\_ SSN: \_\_\_\_\_

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

This letter is to notify you that we have removed your name from the Company Seniority List because \_\_\_\_\_ on \_\_\_\_\_.

If you have a justifiable reason why you didn't respond to the recall, notify our office at (408) 675-2600 immediately. You MUST bring documents of excuse.

Under the provisions of the contract between General Vineyard Service, Inc. and the United Farm Workers of America, AFL-CIO, we will give your Reinstatement consideration upon receipt of a valid document of excuse.

Respectfully,

GENERAL VINEYARD SERVICES, INC.

By: \_\_\_\_\_

cc: Union Representative  
United Farm Workers

**APPENDIX E: AVISO DE PERDIDA DE SENIORIA**

LA FECHA: \_\_\_\_\_

EMPLOYEE: \_\_\_\_\_ SSN: \_\_\_\_\_

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

Esta carta es para notificarle que hemos quitado su nombre de la lista de Senioria de esta Compañia porque \_\_\_\_\_ en el dia \_\_\_\_\_.

Si tiene razon justificable en porque no se contesto a la rellamada de trabajo, avise a nuestra oficina inmediatamente a (408) 675-2600. Usted NECESITA traer documentos de excusa.

Bajos las provisiones del Convenio Colectivo entre General Vineyard Service, Inc. y los United Farm Workers of America, AFL-CIO, le daremos consideracion a rienstalarlo sobre con recibo de un documento valido de excusa.

Respectuosamente,

GENERAL VINEYARD SERVICES, INC.

By: \_\_\_\_\_

cc: Union Representative  
United Farm Workers

**APPENDIX F: NOTICE OF CHANGE OF ADDRESS  
EMPLOYEE UPDATE FORM**

Name/Nombre: \_\_\_\_\_

Address (P.O. Box)  
Direccion (P.O. Box): \_\_\_\_\_

Number and Street:  
Numero y Calle: \_\_\_\_\_

City and Zip Code:  
Ciudad y Zip Code: \_\_\_\_\_

Telephone/ Telefono: \_\_\_\_\_  
Yours/de Usted

Messages/Mensajes  
Social Security Number:  
Numero de Seguro Social: \_\_\_\_\_

Birthdate  
Fecha de Nacimiento: \_\_\_\_\_  
Mo./Mes. Day/Dia Year/Año

Name of Spouse:  
Nombre de Esposa(o): \_\_\_\_\_

	<u>No</u>	<u>Yes</u>
Is he or she employed by General Vineyard Service, Inc.?		
Trabaja el/ella para General Vineyard Service, Inc.?	—	—

(Circle One/Circa Una)	MARRIED	SINGLE
Income Taxes:	CASADO	SOLTERO
FEDERAL	YES/SI	NO
STATE/ESTADO	YES/SI	NO

Number of Dependents/Numero de Dependientes: \_\_\_\_\_

Signature of Employee:  
Firma Del Empleado: \_\_\_\_\_  
\*\*\*\*\*

**FOR OFFICE USE ONLY**

Date Received: \_\_\_\_\_ Date Posted: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_

**APPENDIX G: HOURLY WAGE RATES**

<b>Classified Occupations</b>	<b>1997</b>	<b>1998*</b>	<b>1999</b>
Automatic Systems Irrigator	9.17	9.22	9.27
Equipment Operator	9.17	9.22	9.27
Crew Leader	9.17	9.22	9.27
Farm Mechanic	11.25	11.30	11.35
Mechanic Helper	9.35	9.40	9.45
Light Duty Tractor Driver	8.75	8.80	8.85
Pruning Crew Leader	9.35	9.40	9.45
Harvester Operator	10.90	10.95	11.00
Pesticide Operator Without CDFA License	9.17	9.22	9.27
Pesticide Operator with CDFA License	9.25	9.30	9.35
<b>Other Occupations</b>			
Mechanical Pruning Machine Operator	9.67	9.72	9.77
Hydraulic Assisted Pruner	8.80	8.85	8.90
Hand Pruning	8.32	8.37	8.42
Hand Hoe Operator	7.12	7.17	7.22
Hand Picking	8.05	8.10	8.15
General Labor	8.05	8.10	8.15

Light Duty Tractor Drivers will receive the Equipment Operator rate when applying sulfur.

SIDE LETTER OF UNDERSTANDING BETWEEN  
GENERAL VINEYARD SERVICES, INC.  
<sup>for E</sup> AND  
UNITED FARM WORKERS OF AMERICA, AFL-CIO

SUBMISSION OF REPORTS AND CONTRIBUTIONS:

All contributions due under this Collective Bargaining Agreement shall be remitted monthly. The contributions due said Plans each month shall be computed on the preceding monthly payroll period for every worker covered by this Agreement. The monthly contribution due each Plan, together with a monthly summary report, shall be mailed, on or before the 10th day of each month, to each Plan's depository bank at lock box address designated by each Plan Administrator.

The monthly summary reports shall cover the preceding payroll month for which contributions are being remitted and shall include, for each worker being reported, their name, social security number, total hours worked total wages and total contributions due each Plan. Said monthly reports shall also show the total number of workers being reported, the total hours worked by such workers, and the total contributions being remitted to each Plan. Said reports shall be legible and shall list the workers either alphabetically or in ascending social security number order.

In the event the Company has no workers in its employ during any monthly payroll period, the Company shall <sup>submit</sup> to each Plan a certified statement to that effect. Said statement shall be mailed on or before the 10th day of the following calendar month.

The Company understands and agrees that it shall be deemed delinquent, with respect to the Plans, ~~for any deemed delinquent, with respect to the Plans~~, for any payroll month in which the required contributions and monthly reports, <sup>or</sup> the required statements that the Company had no covered workers in its employ during such month, <sup>is</sup> not postmarked on or before the 10th day of the succeeding calendar month. <sup>are</sup>

In the event the Company decides to go out of business, merge or consolidate with another entity, sell or transfer its assets to another entity, or otherwise make transfer its assets to another entity, or otherwise make a decision which will result in its ceasing to contribute to any Plan for the duration of this Agreement, the Company shall, in addition to any other requirements set forth in this Agreement, notify each of the Plans of such decision, separately and in writing, at least sixty (60) days in advance of the last day on which it will be reporting <sup>and</sup> contributing to the Plans. Where such business decision is made less than sixty (60) days <sup>before</sup> it results in a cessation of contributions to any Plan, the company shall notify each of the Plans of such decision, separately and in writing, immediately after the decision is made.

UNITED FARM WORKERS OF  
AMERICAL, AFL-CIO

Date: \_\_\_\_\_

By: Arturo Rodriguez

By: Jorge Luena

By: Juan Manuel Tilleron

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

GENERAL VINEYARD SERVICES,  
INC.

By: K. McFarland

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

SIDE LETTER OF UNDERSTANDING BETWEEN  
GENERAL VINEYARD SERVICES, INC.  
AND  
UNITED FARM WORKERS OF AMERICA, AFL-CIO

TRAINING WAGE FOR CURRENT VINEYARDS

The parties <sup>Agree to</sup> that the Company may hire <sup>work for</sup> new workers through the union to train for a period of twelve (12) working days on all <sup>to</sup> being performed on current vineyard properties, with the exception of new workers who formerly worked for the Company who may train for a period of three (3) working days. The Company will pay the General Labor rate set forth in Appendix "G" for all training hours worked, but will not be responsible for any benefit payments for such hours. All new hires will be <sup>5km 20km</sup> subject to Article 2, Union Security.

UNITED FARM WORKERS OF  
AMERICA, AFL-CIO

GENERAL VINEYARD SERVICES,  
INC.

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

By: K. McFarland

By: Arthur Modry

By: \_\_\_\_\_

By: Jose Rivera

By: \_\_\_\_\_

By: Juan Hernandez

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

SIDE LETTER OF UNDERSTANDING BETWEEN  
GENERAL VINEYARD SERVICES INC.

AND

*B Kern*

UNITED FARM WORKERS OF AMERICA, AFL-CIO

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 Kern Central Credit Union , and such money and reports shall be forwarded on monthly basis to that organization at 324 Oak St, Suite P Bakersfield, Ca 93304, or such other address as designated by the administrator of the fund.

UNITED FARM WORKERS OF  
AMERICA, AFL-CIO

GENERAL VINEYARD SERVICES  
INC.

Date: \_\_\_\_\_  
By: *Armando Rodriguez*  
By: *Jose Luis*  
By: *Juan Francisco*  
By: \_\_\_\_\_  
By: \_\_\_\_\_  
By: \_\_\_\_\_  
By: \_\_\_\_\_  
By: \_\_\_\_\_  
By: \_\_\_\_\_

By: *K. McFarland*  
By: \_\_\_\_\_  
By: \_\_\_\_\_  
By: \_\_\_\_\_

**SIDE LETTER OF UNDERSTANDING BETWEEN  
GENERAL VINEYARD SERVICES, INC.  
AND  
UNITED FARM WORKERS OF AMERICA, AFL-CIO**

**PROPERTIES ACQUIRED DURING PERIOD OF AGREEMENT**

The Company and the Union recognize that, to be successful in the future, the Company needs to aggressively seek out new vineyard properties to expand its base of investors. To this end, the parties agree that the Company may obtain workers from whatever source to perform all work through the end of the third (3rd) year on all newly-acquired vineyard properties, except for necessary tractor drivers and irrigators, who will be selected from the bargaining unit. On a weekly basis, the Company will transmit to the Union two percent (2%) of the hourly wages paid to non-bargaining unit workers working on these properties. Beginning with the fourth (4th) year after acquisition, bargaining unit workers will perform all work on the newly-acquired properties.

**UNITED FARM WORKERS OF  
AMERICA, AFL-CIO**

**GENERAL VINEYARD SERVICES,  
INC.**

By: *Antonio Medrano*

By: *K. McFarland*

By: *Jose A. Pereira*

By: \_\_\_\_\_

By: *Juan Manuel Wilson*

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_