

COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT, made and entered into on September 14, 1972, by and between INTER HARVEST, INC., Salinas, California ("Company" herein) and UNITED FARM WORKERS, AFL-CIO (herein "Union").

The parties agree as follows:

SECTION I. RECOGNITION

A. The Company does hereby recognize Union as the sole labor organization representing all agricultural employees employed by the Company in the State of California (herein called "Workers") and recognizes and agrees to treat and negotiate with Union as the sole and exclusive bargaining agent for and on behalf of such workers. The term "workers" shall not include quality control inspectors, research, technical, clerical and sales employees, employees covered by existing union agreements, security employees and supervisory employees with the authority to hire or fire (herein called "supervisors").

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

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

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

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

F. Supervisors and other employees not covered by this Agreement shall not perform work on operations performed by workers in the bargaining unit as defined in this Agreement, except for emergencies and for improvement of processes, testing of equipment and training. Company agrees that this paragraph shall not be used as a basis for the purpose of avoiding the recall of bargaining unit workers from layoff or displacing bargaining unit workers from work they would normally perform.

SECTION II. UNION SECURITY

A. Union membership shall be a condition of employment. Each worker shall be required to become a member of Union immediately following seven (7) continual calendar days of employment, 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 and uniformly applied assessments as prescribed by Union shall be immediately discharged upon written notice from Union to Company. The preceding sentence is not intended to limit the grounds for determination of good standing.

B. Company agrees to furnish to Union in writing, immediately after the execution of this Agreement, a list of workers giving the names, addresses Social Security numbers and type of job classification.

C. Company agrees to deduct from each worker's pay all periodic dues and uniformly applied assessments as required by Union, upon presentation by the Union of individual authorizations signed by workers, directing company to make such deductions. Company shall make such deductions from the worker's pay for the payroll period immediately following receipt of such authorization and monthly thereafter so long as such authorization is in effect and shall remit same to Union not later than the 15th day of the following month. Union will furnish the forms to be used for authorization and will notify the Company in writing of dues and assessments within five (5) days of the execution of this Agreement and five (5) days before the effective date of any change.

D. 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 Section.

SECTION III. SUCCESSOR CLAUSE

The agreement to recognize the Union herein contained in Section I shall be binding upon the successors and assigns of the parties hereto, and on receivers, trustees or referees in bankruptcy to the extent permitted by law. This section shall also apply to any transfer of covered agricultural operations to a related corporation owned or controlled by the owners of Inter Harvest, Inc.

In the event the Company subleases or transfers or assigns any lease of land on which it is conducting a farming operation, or any part thereof, said farming operation or part thereof shall continue to be subject to said recognition agreement.

Company agrees to give notice of the provisions of this clause to any purchaser, sublessee, transferee or assignee of the farming operation or part thereof covered by this Agreement when agricultural workers will continue to be employed. Such notice shall be in writing. A copy of the notice shall be delivered to the Union at the time that the Agreement to transfer is made.

SECTION IV. HIRING

A. Whenever Company requires additional, replacement or new workers, or recalls workers from layoff, who will be covered by this Agreement, it shall notify Union, stating the number of workers needed, the type of work to be performed, the estimated hiring date of the work and the approximate duration thereof. Said preliminary notice shall be given approximately two weeks prior to the estimated hiring date, except in the case of replacements. Company shall give Union a further notice fixing the exact hiring date at least forty-eight hours prior to the date fixed for actual commencement of the work, except as noted above.

B. Upon receipt of said latter notice, Union shall use its best efforts to furnish the requested number of workers. For jobs which require skills or experience, such as tractor drivers or irrigators, the Union will refer persons who meet the job requirements. Company agrees to provide on-the-job training for workers in the bargaining unit needed to fill expected vacancies in such jobs, so that workers will have the opportunity to learn the necessary skills. If the Union does not furnish the requested number of workers on the hiring date, Company shall be free to hire needed workers from any other source. If Company hires workers from any other source,

it will make available to Union, in writing within seven (7) days thereafter, the names, Social Security numbers, job classifications and addresses of all workers so hired, provided, however, that Union shall be entitled, acting on its own, to ascertain such information from such workers at any time after twenty-four hours following the hiring of such workers. Such workers shall be subject to the provisions of Section II of this Agreement.

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

D. Company will notify Union in advance of layoffs either within seven (7) days, or as quickly as possible, and will furnish Union with a list of those workers that have been laid off either within twenty-four (24) hours or as quickly as reasonably possible thereafter.

E. When filling vacancies and making promotions, demotions, transfers, layoffs, recalls from layoff or reclassification, preference will be given to workers with the greatest seniority provided they have the qualifications to perform the work under normal supervision with reasonable efficiency.

F. Seniority will be defined as the total length of continuous service with the Company, computed on the basis of actual days worked. Any authorized leave of absence will be deemed days worked if such time would have been work days. Seniority will not otherwise be accumulated during time not worked.

G. If less than the usual work opportunity is available, preference in hiring shall be given to workers with the longest seniority.

H. Union will assume responsibility for the computation and accuracy of the seniority list and shall provide Company an up-to-date list. Company shall be entitled to rely on seniority determinations made by Union, and Union will indemnify Company and hold it harmless of and from any claims, demands, disputes or actions arising out of or in connection with such determinations as shall have been made by Union.

SECTION V. DISCRIMINATION

In accord with policies of Company and Union, it is agreed that neither party will discriminate against any worker on the basis of race, age, creed, color, religion, sex, political belief, national origin, or language spoken.

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.

SECTION VII. REPORTING AND STANDBY TIME

A. A worker paid on an hourly or piecework basis who is required to report for work and does report at the designated time and place and is furnished no work or less than four hours of work for reasons other than Acts of God, or other causes beyond the control of the Company, shall be paid at least four (4) hours for that day at the worker's hourly rate of pay or the worker's straight time average hourly piece rate earnings for the current payroll week. The term "Acts of God" shall include, but not be limited to, a drop in allowable sugar content during the first week of harvest.

B. A worker shall be paid for all time he is required to remain on the job ("standby time") at his hourly rate or average straight time hourly piece rate earnings for the current payroll week.

SECTION VIII. CAMP HOUSING

A. Allocation of available family housing and camp housing for single men shall be non-discriminatory. The factors of race, color, creed, religion, age, political belief, national origin or language spoken shall not be considered in distribution of available dwellings.

B. Camp housing for single men shall be free of charge. Board shall be operated on a non-profit basis.

C. Rentals for available family housing shall be at reasonable rates.

SECTION IX. WORKER SECURITY

A. Company agrees that any worker may refuse to pass through any picket line of another Company and sanctioned by 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, or to work on goods that will be handled or are destined to be handled by other workers engaged in strikebreaking.

SECTION X. CREDIT UNION WITHHOLDING

Upon proper written authorization from worker, deductions as provided for in such authorization shall be made by Company for the Farm Workers Credit Union, and such monies forwarded to that organization at P. O. Box 74, Keene, California, 93531.

SECTION XI. LEAVES OF ABSENCE

A leave of absence without pay when requested or confirmed in writing shall be granted to a worker for a reasonable period for any of the following reasons, without loss of seniority:

A. For jury duty or witness duty; (Pay per Section XXVI)

B. Up to two(2) years for illness or injury of worker requiring absence from the job;

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

D. For valid personal reasons.

Failure to report to Company at the end of an approved leave of absence or accepting employment with another employer during approved leave shall automatically terminate seniority.

SECTION XII. DISCHARGE

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

B. Prior to any discharge, Company shall notify a steward or other Union official and such Union representative may be present when formal charges are made.

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

D. Within twenty-four (24) hours after any discharge for just cause, the Union representative will be notified in writing of the reasons for such discharge.

E. Individual performance in relation to a piece rate or incentive plan shall not be conclusive evidence for the purpose of discharging a worker.

This provision shall not, however, constitute any limitation on any of the Company's rights to discipline or discharge for unsatisfactory work.

SECTION XIII. LEAVE OF ABSENCE FOR UNION BUSINESS

A. Any worker elected or appointed to an office or position in Union shall be granted a leave of absence for a period of continuous service with Union upon written request of Union. Fifteen (15) 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 leave of absence without pay shall also be granted for temporary leave to conduct Union business provided reasonable notice is given.

SECTION XIV. RIGHTS OF ACCESS TO COMPANY PROPERTY

A. Duly authorized and designated representatives of Union shall have right of access to Company premises in connection with the normal conduct of Union affairs.

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

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

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

SECTION XV. RECORDS AND PAY PERIOD

A. Company shall keep full and accurate records, including total hours worked, piece rate or incentive records, total wages and total deductions. Workers shall be furnished a copy of the itemized deductions each payday which shall include the worker piece rate production record. The daily record of piece rate production for each crew shall be given to the appropriate steward.

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

SECTION XVI. BULLETIN BOARDS

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

SECTION XVII. ROBERT F. KENNEDY MEDICAL PLAN

A. Effective as of the date of this Agreement, Company shall thereafter during the term of this Agreement contribute to the Robert F. Kennedy Farmworkers Medical Plan ten cents (10¢) per hour for each hour worked by all workers covered by this Agreement.

B. Contributions due shall be computed on the basis of 10¢ for every hour worked during the preceding monthly payroll period by every worker covered by the Collective Bargaining Agreement. Fractional hours shall be computed and paid on a proportionate basis.

C. The monthly contributions due as so computed shall be deposited with such bank as shall be designated by the Administrator of the Plan on Deposit Tickets provided by the Plan. Said deposits shall be made or mailed on or before the 25th of each month. Deposit tickets will be made out in triplicate with a copy sent to the Plan at P. O. Box 47, Keene, California. Contributions due as so computed and not deposited on or before the 25th of each month as hereinabove provided shall bear interest at the rate of seven percent (7%) per annum.

D. A monthly summary report will be submitted on or before the 25th of every month covering the preceding monthly payroll for which contributions were calculated and deposited as set forth in (B) and (C) hereinabove. The first such monthly summary report will cover the period corresponding with that upon which the first contribution due hereunder is to be calculated. Subsequent monthly summary reports will cover the periods corresponding with the subsequent contributions due hereunder. In conjunction with said monthly summary reports, it is recognized and agreed by the parties hereto that the Plan's data processing program and monthly print-outs of reported hours necessitate prompt reporting by all contributing employers and that Plan will be damaged in an amount difficult to ascertain in the event monthly summary reports are not submitted on or before the due date. Therefore, it is hereby agreed that the undersigned Company will pay liquidated damages to the Plan, in the amount of Twenty Five Dollars (\$25.00) per day, for each and every day in which Company is delinquent with respect to its obligation to submit the required monthly summary report on or before the 25th of each month. Monthly summary reports postmarked on or before the 25th of each month shall be deemed to have been timely

submitted, provided such reports were mailed in an envelope containing sufficient postage for first class mail and properly addressed to the Plan at its P. O. Box 47, Keene, California 93531 address. Monthly summary reports not so timely submitted shall be deemed delinquent until actually received by the Plan and the liquidated damages payable hereunder shall accrue until such receipt is had by the Plan.

SECTION XVIII. HEALTH AND SAFETY

A. Company agrees to consult with Union's Health and Safety Committee in formulation of policies relating to Health and Safety of workers, including but not limited to the following:

Use of economic poisons; use of protective garments, materials, tools and equipment as they may affect the health and safety of workers and sanitary conditions.

- B. 1. Aldrin, Dieldrin 4-2 granular will be limited to use in the ground at the time of planting of non-root crops.
2. Endrin shall not be used as an insecticide, but this will not prevent the use of endrin treated seed.
3. 2, 4-5 T will be limited to use on brush and mesquite for purposes of land reclamation.
4. 2, 4-D sodium salt will be limited to grain crops, alfalfa and asparagus.
5. DDT, DDD and 2, 4-D shall not be used.

C. Company agrees that it shall notify Health and Safety Committee Chairman as soon as possible prior to the application of economic poisons. Company, after consultation with Committee, shall determine the length of time during which workers will not be required to enter the treated field subsequent to said application.

In making this decision, Company and Committee shall be guided by the recommendations of Federal and State authorities, but shall also be entitled to refer to recognized experts in the field in making its determinations.

The foregoing notwithstanding, it is agreed that no worker will enter a field treated with parathion less than the number of days deemed safe by the above named authorities. Pending such determination, an irrigator will not enter a field within forty-eight (48) hours, and other workers within three (3) days (except harvest workers will not enter for seven (7) days) after an application of parathion

of a concentration not in excess of one pound per acre. Essential work may, however, be done in the treated area within the above periods if appropriate protective clothing and respirators are supplied. Work will be planned to permit longer periods of entry for hoeing and thinning where practicable.

Union will not be held responsible for any poisoning of workers or consumers. The Union will be free from legal recourse and will be free to assist any worker who has been poisoned with his demands against Company for any such poisoning.

D. Company agrees to keep the following records and to make them available to Committee or such Union member as Committee shall appoint as its agent:

1. Location of field to be treated.
2. Pesticide and economic poison used, including brand name, registration number on label, and manufacturer's batch or lot number as shown on label.
3. Dates and time applied or to be applied.
4. Amount of each application.
5. Formulation and concentration in spray or dust.
6. Method of application.
7. Applicator's name or names.
8. Estimated date of harvest.

E. There shall be adequate toilet facilities, separate for men and women in the field readily accessible to workers, that will be maintained in a clean and sanitary manner. These may be portable facilities and shall be maintained at the ratio of one for every forty workers.

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

G. Workers will have a rest period of ten (10) minutes in the morning and ten (10) minutes in the afternoon which insofar as practical shall be in the middle of each work period.

H. Tools and equipment required by the Company to perform the work and protective garments necessary to safeguard the health of or to prevent injury to a worker's person shall be provided, maintained, and paid for by the Company.

Each worker shall be responsible for returning all equipment checked out to him except for breakage caused by normal wear and tear. Workers shall be charged actual cost of such equipment that is not broken and not returned.

I. Adequate first aid supplies shall be provided and kept in clean and sanitary dust-proof containers, as required by the State.

J. One baseline cholinesterase test and other necessary cholinesterase tests shall be taken on those workers employed as applicators at Company's expense when organo-phosphates are used. Union shall be given results of said tests immediately.

K. Company shall not require any employee to go or be in any employment or place of employment which is not safe. "Safe" means such freedom from danger to life or safety of employee as the nature of employment reasonably permits.

SECTION XIX. GRIEVANCE PROCEDURES

Section 1:

A. The parties to the Agreement agree that as to all differences, misunderstandings, or disputes which arise between the Company and the Union out of the interpretation or application of this Agreement, including but not limited to discharges, and wage rates that relate to new job classification or a change in operation, an earnest effort shall be made to settle same immediately as follows:

B. First Step:

Within twenty-four (24) hours of notice from one party to the other, the matter shall be taken up between the immediate supervisor, representing the Company, and the Union Steward, and they shall use their best good faith efforts to resolve the grievance.

C. Second Step:

In the event they are unable to adjust the dispute within one (1) work day, the grievance shall be reduced to writing by the aggrieved party. The written grievance shall be discussed in a meeting by an official of the Union and the representative delegated by the Company to handle such matters. The reply of the responding party in this step shall be reduced to writing.

Section 2:

A. If a grievance is not resolved as outlined in Section 1-C above, it may be referred to arbitration. The parties agree that each grievance referred to

arbitration shall be arbitrated by an arbitrator chosen from a separate panel of five (5) arbitrators submitted by the Federal Mediation and Conciliation Service, except that in cases where more than one grievance is referred to arbitration on the same date and the grievance involves the same issue, they will be heard by the same arbitrator.

B. Within five (5) calendar days after receipt of the arbitration panel, the parties shall meet to select an arbitrator through the process of elimination, by alternately striking one name. The party who requested arbitration shall strike the first name. The name remaining shall be the person designated as the arbitrator.

C. The arbitrator shall consider only the grievance referred to him and shall have jurisdiction and authority only to interpret and apply and determine compliance with the provisions of this Agreement, and only to the extent necessary to determine the grievance. The arbitrator shall not have jurisdiction or authority to add to, modify, detract from, or alter any provision of this Agreement. An arbitrator's award shall not be made retroactive beyond the date of the written grievance.

D. The arbitrator's decision shall be final and binding upon the Company, the Union and worker(s). The arbitrator's fees and expenses shall be paid by the losing party. If a question arises as to the losing party, this shall be decided by the arbitrator hearing the grievance then in dispute. Each party shall pay for the cost of presenting its own case.

Section 3:

A. Grievance Committee:

A grievance committee of five (5) workers shall be established by the Union which may participate before and after the first step of the grievance procedure. Time lost from their jobs in the processing of grievances shall not be paid for by the Company. In the event a meeting is requested by the Company during working hours, the lost time of the grievance committeemen will be paid by the Company.

B. Harmonious Working Relations:

Any claim by the Union that action on the job of any nonbargaining unit employee is disrupting harmonious working relations may be taken up as a grievance, and such nonbargaining unit employee shall be subject to discipline by

the Company for violation of this section.

Both the Union and Company recognize that disagreements and conflicts have resulted from misunderstandings regarding the responsibilities of supervising foremen and of union stewards. The Agreement states the responsibilities of each. The top leaders of the Union and the Company are convinced that good relations can exist only if there is mutual respect between these two important groups of representatives.

The Company reaffirms that supervising foremen are not permitted to interfere in the internal affairs of the Union.

The Union reaffirms that union stewards have no authority to supervise the work of crews, or to discharge or suspend workers, or to tell workers to stop work or slowdown.

Supervising foremen will discipline or discharge workers for just cause and union stewards will present grievances when they or the workers think the cause is not sufficient or the action is in violation of the Agreement. Discipline consists of written warnings or suspensions.

The Company supports completely the hiring hall and will adhere to the provisions in the Agreement in hiring workers. *1 Full time term used in this contract*

C. Failure to file the grievance within thirty (30) days from the date of its occurrence shall constitute a waiver of said grievance, provided, however, that a grievance on discharge shall be filed within five (5) days from the date of its occurrence, and failure to file such a grievance within five (5) days shall constitute a waiver thereof. In computing time under this section, Sundays and Holidays will be excluded.

D. Union Security or Hiring Disputes:

Disputes arising between the Union and the Company under Recognition, Union Security, or Hiring, Strike or Boycott shall be taken up directly in the second step and shall proceed immediately to arbitration if the parties cannot resolve the dispute within five (5) days.

SECTION XX, UNION LABEL

The parties recognize the value and importance of the Union Label. The parties wish to ensure 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 Union's request:

1. Labels
 - a. Trade mark registration
 - b. Printing source
 - c. Number of labels ordered
 - d. Number of labels delivered
 - e. Number of labels used
2. Shipping information
 - a. Method of shipment whether by truck, rail, air or sea
 - b. Name of shipper
 - c. Name of broker
 - d. Name of receiver
 - e. Date of shipment and estimated time of arrival

The Union shall treat the above information as confidential.

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 package or container 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 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:

It is recognized that misuse of the Union label or seal will cause damages to the Union which would be difficult to ascertain. Therefore in the event of Company's misuse of the Union label or Union seal by placing said seal or label on packages or units picked and packed by non-union workers, the provision of Section XXX shall become inoperative and the Union shall have the right to strike or

boycott until said misuse has been discontinued. Such strike or boycott shall not work a termination of this contract.

Willful misuse of the Union seal or label to defraud the Union by Company will result in substantial damages to Union. The amount of such damages is not readily ascertainable and it is therefore agreed that the Union shall be damaged in the sum of \$10,000 for each instance of willful misuse of the Union seal or label with intent to defraud. Additionally each package or container shipped pursuant to such a plan to misuse the Label to defraud shall be deemed to have damaged Union in the amount of \$1.00.

D. Following of industry practices 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 violation of any provision of this Agreement.

SECTION XXI. MODIFICATION

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

SECTION XXII. SUBCONTRACTING

The parties understand and agree that the hazards of agriculture are such that subcontracting by the Company may be necessary and proper but it is also understood and agreed that the Company should not subcontract to the detriment of the Union or bargaining unit workers. The parties consequently agree that the Company may subcontract under the following conditions:

1. If workers covered by this Agreement do not have the skills to perform the work.
2. If the Company does not have the necessary equipment to do the work and the contractor supplying such equipment insists on using his own equipment operators.
3. The Company will notify the Union in advance of any subcontracting.

SECTION XXIII. MANAGEMENT RIGHTS

The Company retains all of its inherent rights of management except as expressly and explicitly modified by this Agreement.

SECTION XXIV. SAVINGS CLAUSE

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

SECTION XXV. WAIVER OF BARGAINING

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not except as otherwise provided in this Agreement, be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

SECTION XXVI. JURY DUTY, WITNESS AND BEREAVEMENT PAY

Workers who have worked at least five (5) days during the two (2) weeks preceding the week in which the following events occur shall receive the benefit of this section. A worker will be paid jury duty or witness pay for any days of work missed (not exceeding seven (7)) 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 his regular earning up to nine (9) hours per day for each such day of service. To receive pay under this provision, the worker must provide Company with a copy of notice summoning him to appear and if so requested, documentary evidence of the amount of fees received for performing such service.

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 during the two (2) weeks preceding the week of the funeral, including days off on excused absence, will be paid what he would have earned had he been working, not to exceed three (3) days. The Company may require a death certificate or other evidence of death.

SECTION XXVII. HOLIDAYS

A. Commencing with the effective date of this contract Christmas Day and the last Sunday of June of each year shall be paid holidays.

Commencing with the first anniversary date of this Agreement Thanksgiving Day shall be added as a paid holiday. Commencing with the second anniversary date of this Agreement Labor Day shall be added as a paid holiday. A paid holiday shall be the worker's daily average pay earned during the week before the holiday.

B. To be eligible for a paid holiday not worked a worker 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.

C. Any work performed on New Years Day, Good Friday, Independence Day, Labor Day, Thanksgiving Day or Christmas shall be paid for at the rate of time and one-half.

D. The last Sunday of June of each year during which this Agreement is in effect shall be designated as "Citizenship Participation Day". All workers shall be given a paid holiday on Citizenship Participation Day.

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

The Union shall indemnify and hold the Company harmless from and against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the Company for the purpose of compliance with any provisions in this Article, provided however that each party will pay their respective legal costs.

SECTION XXVIII. VACATIONS

Vacations with pay shall be granted to eligible workers who qualify for such vacations. Workers shall be eligible in the calendar year following the first anniversary of employment and annually thereafter for a one-week vacation, provided that, in order to qualify for vacation pay a piece rate broccoli, celery or lettuce harvest worker must have worked one thousand (1,000) hours in the prior calendar year, other workers fifteen hundred (1,500) hours in the prior calendar year. Vacation pay will equal two percent (2%) of the worker's gross Company earnings in the twelve (12) calendar months preceding the month he is scheduled for vacation by the Company.

SECTION XXIX. HOURS OF WORK

A. The normal work day shall consist of no more than nine (9) hours and the normal work week shall consist of fifty-four (54) hours.

B. The foregoing is not considered to be a guarantee of hours per day or hours per week.

Except for Irrigators and Irrigation Sub-foremen:

1. For each hour worked in excess of eight (8) hours in any one day or after four (4) hours on Saturday an hourly rated worker will receive an additional twenty-five cents (25¢) over his regular rate of pay.
2. Should an hourly rated worker work on Sunday, he shall be paid an additional fifty cents (50¢) over his regular rate of pay for each hour worked.

There shall be no pyramiding of daily and weekly overtime.

SECTION XXX. NO STRIKE CLAUSE

A. There shall be no strikes of any type or boycotts 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.

SECTION XXXI. WAGE RATES

Appendix "A" which is attached hereto and made a part hereof sets forth the wage rates and effective date for work covered by this Agreement. These rates and

any other money benefits shall be effective only to the extent approved by the Federal Pay Board where and if such approval is required by law or regulation.

SECTION XXXII. QUALITY OF PACK

A. Both the Company and the Union recognize that the "quality of pack" is of paramount importance to the Company's well being. The standards for determining "quality of pack" are to be set by the Company as a management right, subject to the right of the Union to enforce the other provisions of this agreement.

B. "Quality of pack" refers to quality of workmanship in selecting, cutting, trimming, handling, placement of pack, closing and loading of the produce.

C. The Union will cooperate at Company request to jointly develop a program designed to educate regarding workmanship quality requirements, to identify specific quality problems, and to determine methods for improving overall pack quality of Company products.

Committee is to consist of six permanent members, three (3) each from the Union and the Company.

Typical committee functions to include viewing product packs in field and coolers to determine quality of pack, compare Company products with those of competitors, evaluate quality reports to determine source of problems and communicate problems to foremen and workers so as to achieve improved performance. Union representatives on such committee shall be compensated at their regular rate of pay for time spent performing such functions if required during normal working hours.

SECTION XXXIII. CONTRACT GROWN CROPS

A. The following crops grown by the Company with workers under this Agreement that are under contract with a processor or shipper, may be harvested from the Company's lands by such processor or shipper without interference except the Union retains its rights to organize any unorganized agricultural workers who may perform work on the Company's lands: Barley-Wheat, Beans, Carrots, Cotton, Garlic, Milo, Potatoes, Sugar Beets and such other crops as the Company may grow under contract in future which do not at the present time require a significant amount of hand labor in harvesting.

1. The name of the processor or shipper purchasing such crops will be provided to the Union.
2. The crop and total acreage of the crop sold to the processor or shipper will be provided to the Union.

The above practice of contract grown crops is in keeping with the Company's past practices and will not be used to the detriment of the Union.

B. The Company may harvest crops grown for it under contract by another grower, without interference in harvesting, under the following conditions:

1. A list of the crops and acreages of the named grower will be provided the Union at the time of Company's entering into such contract.
2. The Company will attempt to negotiate with the grower to have the thinning and hoeing work on such crops done by Company workers under this Agreement.
3. If all of the contracting grower's crops or production are contracted by the Company, the union label may not be used on such crops unless all agricultural employees of such grower are covered by a collective bargaining agreement with the Union.

SECTION XXXIV. DURATION

This Agreement shall be in full force and effect from September 14, 1972 to and including September 14, 1975.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as on the date and year first above written.

INTER HARVEST, INC.

UNITED FARM WORKERS, AFL-CIO

BY Harold H Bradshaw

BY _____

David Burroughs
Ellen Radtke

September 14, 1972

TO: United Farm Workers, AFL-CIO
FROM: Inter Harvest, Inc.

The following is an outline of the duties, responsibilities and authority of Working Foreman (Leadman) and of Supervising Foreman.

Working Foreman (Leadman) - included in Union Agreement.

Is responsible to see that the members of harvesting, hoeing and thinning crews and irrigators properly perform their assigned duties in accordance with instruction of his Supervisor.

In carrying out this function, he:

- 1) Assigns specific tasks to workers and directs the work of each worker's performance.
- 2) Trains and instructs workers to perform in accordance with Company established standards, correcting mistakes he observes.
- 3) Responsible to assure that work is performed in a manner so that established quality control objectives are achieved.
- 4) When requested, he records worker's time.
- 5) Each working day, he drives bus to and from the job site and is responsible for checking the bus for safe and sanitary condition. He is required to operate bus safely in accordance with Company and vehicle regulations and to have and maintain a valid bus-driver's license with all the privileges thereof and to meet the standards of the Company's medical examination for bus drivers.
- 6) Responsible to see that the workers have such items as required tools and equipment, drinking water, drinking cups.
- 7) Also performs manual and other work normally performed by workers and may be required to substitute for supervising foreman when he is not available.
- 8) Reports to a supervising foreman for hiring, firing or discipline.

The parties recognize that some Working Foreman have heretofore participated in benefit plans for management representatives. Upon the effective date of the Agreement between the parties, newly appointed Working Foreman shall be eligible to participate in the benefits and plans provided for in the Agreement and shall not be eligible for any other benefits or plans. When Working Foremen are assigned to work at another location outside of the Salinas area \$12.00 per diem shall be paid. It is understood this does not apply to any other workers.

It is understood that Working Foremen when employed will be guaranteed minimum weekly gross earnings equal to one hundred and fifty (\$150.00) dollars per week during the first year of the contract, one hundred and fifty-five (\$155.00) dollars per week during the second year of the contract and one hundred and sixty (\$160.00) dollars per week during the third year of the contract.

Supervising Foreman - Excluded from Union Agreement

Supervising Foreman is excluded from coverage of the Union Agreement and shall have the authority specified in the exclusion clause of Section 1A of said Agreement. His duties may include any of the above duties of Working Foreman (except Item 7 above) and the performance of such duties shall not be considered a violation of said Section 1F. Any manual work done by Supervising Foreman will be controlled by the provisions of said Section 1F. In addition he shall represent the Company at places of work, including representing the Company at the first step of the grievance procedure.

INTER HARVEST, INC.

BY Harold J Bradshaw

Acknowledged and Approved by
UNITED FARM WORKERS, AFL-CIO

BY David Mancini
Arthur Smith

APPENDIX "A"

UNITED FARM WORKERS UNION

Classification & Rates of Pay

(Rates shown are per hour unless otherwise indicated)

CALIFORNIA

<u>JOB</u>	<u>EFFECTIVE DATE</u>		
	<u>Sept. 14, 1972</u>	<u>Sept. 14, 1973</u>	<u>Sept. 14, 1974</u>
<u>MACHINE LETTUCE</u>			
Cut, Trim, Lift, Wrap, Bag, Tie	2.36	2.44	2.58
Packer	2.49	2.56	2.70
Closer	2.57	2.67	2.80
Loader	2.65	2.73	2.83
<u>NAKED PACK LETTUCE</u>			
*All Categories - Total (Per Carton)	.425	.425	.435
Water Boy	2.35	2.43	2.51
<u>CAULIFLOWER</u>			
Cutter	2.27	2.35	2.45
Trailer Puller	2.45	2.53	2.61
Tie-Men (Per 100 Feet)	.45	.45	.45
<u>CELERY</u>			
All Categories - Total (Per Crate Equivalent)	.66	.66	.66
<u>THIN & NOE</u>	2.27	2.35	2.45
<u>IRRIGATORS</u>	2.30	2.39	2.50
<u>TRACTOR OPERATORS</u>			
Standard	2.93	3.04	3.18
Lister	3.03	3.14	3.28
<u>GENERAL FIELD & HARVESTING WORKERS</u>	2.25	2.33	2.43
<u>WORKING FOREMEN</u>	3.32	3.40	3.48
<u>IRRIGATION SUB-FOREMEN</u>	2.45	2.54	2.65
<u>WATER AND SANITATION TRUCK DRIVER</u>	2.93	3.04	3.18
<u>CELERY TRANSPLANTING</u>			
Machine	2.27	2.35	2.45
Hand (Per 1000 Feet - 6 Inch Spacing)	4.30	4.30	4.30
<u>FIELD FORKLIFT OPERATOR</u>	2.90	2.98	3.08

* Plus 5 Cents for 2-1/2 dozen size.

APPENDIX "A"

UNITED FARM WORKERS UNION

Classification & Rates of Pay

(Rates shown are per hour unless otherwise indicated)

CALIFORNIA

<u>JOB</u>	<u>EFFECTIVE DATE</u>		
	<u>Sept. 14, 1972</u>	<u>Sept. 14, 1973</u>	<u>Sept. 14, 1974</u>
<u>HAY BALING</u> (Per Bale)	.035	.035	.035
* <u>ONION CLIPPING</u> (Per 55 Lbs. Stub Sack)	.40	.40	.40
<u>CHILI PEPPERS</u>	2.25	2.33	2.43
<u>BROCCOLI</u> (Per Bin)			
Bins Harvested (Per Acre)			
0 - 1/2	12.60	12.60	12.60
Over 1/2 - 1	10.60	10.60	10.60
Over 1 - 2	7.50	7.50	7.50
Over 2 - 3	5.85	5.85	5.85
Over 3	4.75	4.75	4.75

\$1.50 per bin premium for back packs used during machine break downs in excess of one-half (1/2) hour or when wet or muddy fields prevent use of machine.

Rates for other Job Classifications not listed above which are covered by the Contract will be specified in supplements.

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 classifications 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 shall be effective from the installation of such new or changed operation.

Workers involved in on-the-job training shall be paid at the rate for their regular classification.

*California State Minimum hourly rate guaranteed.