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COLLECTIVE BARGAINING AGREEMENT

BETWEEN
ESTATE OF JACK KLEIN
KLEIN RANCH
BUD D. KLEIN, TRUSTEE
AND

UNITED FARM WORKERS OF AMERICA, AFL-CIO

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The parties agree as follows:

ARTICLE 1: RECOGNITION

A. Pursuant to Certification #75-RC-20-S by the Agricultural Labor Relations Board, Klein Ranch (herein called "Company") does hereby recognize United Farm Workers of America, AFL-CIO (herein called "Union") as the sole labor organization representing all Company's agricultural employees (herein called "worker") in the certified bargaining unit and such properties that the Company may acquire subsequent to this Agreement (whether by lease or deed). The term "worker" shall 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 judgement.

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

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

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

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

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

consideration to supporting and participating in collective bargaining and contract administration functions.

ARTICLE 2: UNION SECURITY

A. Union membership shall be a condition of employment. Each worker shall be required to become a member of Union immediately following seven (7) continuous days after the beginning of employment, or seven (7) days from the date of the signing of this Agreement, whichever is later; and to remain a member of Union in good standing. Union shall be sole judge of the good standing of its members. Any worker who fails to become a member of Union within the time limit set forth herein, or who fails to pay the required initiation fee, periodic dues or regularly authorized assessments as prescribed by Union, or who has been determined to be in bad standing by Union pursuant to the provisions of the Union's constitution, shall be immediately discharged upon written notice from Union to Company, and shall not be re-employed until written notice from Union to Company of the worker's good standing status.

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

C. Company agrees to deduct from each worker's pay initiation fees, all periodic dues, and assessments as required by Union, upon presentation by the Union of individual authorization signed by workers, directing Company to make such deductions. Company shall make such deductions from worker's pay for the payroll period in which it is submitted, provided that it is submitted in advance of the close of the pay period, and periodically thereafter as specified on authorization so long as such authorization is in effect and shall remit monies at the end of each payroll period. The Company shall provide a monthly summary report as soon as possible, but not later than the 20th day of the month following the ending date of the previous month's pay period containing the names of the workers, Social Security numbers, payroll periods covered, gross wages, total hours worked per worker, total number of workers and amount of Union dues deducted during such pay periods from each worker. Union will furnish the forms to be used for authorization and will notify the Company in writing of dues, assessments and initiation fees within five (5) days of the execution of this Agreement and five (5) days before the effective date of any change.

D. The Company will advise new workers that it is a condition of their employment that they must become and thereafter remain members in good standing in the Union immediately following seven (7) continuous days after the beginning of their employment. The Company shall furnish workers membership applications and dues checkoff authorization forms as provided by the Union.

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

ARTICLE 3: HIRING

A. The Union shall operate and maintain a facility or shall designate a person or persons through which the Company shall secure new or additional workers. As follows: The Union will notify Company of the addresses and phone number of such facility or persons near the location of the Company.

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

C. Whenever at the beginning of any operating season in any area of operation of the Company, the Company anticipates the need for new or additional workers to perform any work covered by this Agreement, the Company shall, approximately two (2) weeks prior to the date of anticipated need for such workers, notify the facility or persons of the Union designated in Section "A" in writing, stating the number of workers needed, the type of work to be performed, the estimated starting date of the work and the approximate duration thereof. The Company shall notify the Union promptly of any change in estimated starting date, however, the Company shall give to the Union the exact starting date approximately seventy-two (72) hours prior to the actual date for commencement of the work.

D. In the event, during the operating seasons in any area of Company operations, new or additional workers are needed to perform work covered by this Agreement, the Company shall notify the Union steward in person or shall notify the persons designated in Section "A" above, by telephone, and immediately follow up such telephone call with a letter

verifying such notification to Union steward or persons designated in Section "A", of the number of workers needed, the type of work to be performed, the date the workers are needed, and the approximate duration thereof. The Union shall be given approximately seventy-two (72) hours notice prior to the date the workers are to report for work.

E. When workers are requested of the Union, Union shall use its best efforts to furnish the requested number of workers. If the Union does not furnish the requested number of workers on the date requested, the Company shall be free to 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, the Company will make available to Union in writing five (5) days thereafter the names, Social Security number, date hired and job classification of all workers so hired, provided however, that the Union shall be entitled, acting on its own, to ascertain such information from such workers at any time after twenty-four (24) hours following the hiring of such workers.

F. When the Company requests workers from the Union facility or designated persons for jobs which require skills or experience (such as tractor driver, irrigators) the Union will refer workers who meet the job requirements. Before the Company makes a determination that a referred worker does not meet the job requirement, the supervisor will fully explain the job duties and requirements and give the worker a reasonable time to meet the job requirements. Discharge shall be subject to the procedures of Article 7, Discipline and Discharge.

G. It is essential that the Union has advance notice of any layoff, so it may plan utmost utilization of available workers. Accordingly, the Company will notify Union approximately seven (7) days in advance of the anticipated end of: 1) Asparagus harvest, 2) Weeding and Thinning, 3) Tomato Harvest, prior to any layoff.

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

I. Any grievances arising under this Article are subject to the grievance and arbitration procedures of Article 5, Grievance and Arbitration Procedures.

ARTICLE 4: SENIORITY

A. After a worker has worked for the Company at least fourteen (14) work days within the preceding ninety (90) calendar days, he shall acquire seniority on the fourteenth (14th) day of work retroactive to his date of hire. Whenever a commodity or crop season is less than twenty-eight (28) calendar days, a worker shall acquire seniority provided he works one-half (1/2) the number of work days in the season. It is understood that the days prior to acquiring seniority do not establish nor shall be a probationary period. There shall be no layoffs for the purpose of circumventing acquisition of seniority.

B. The Company and Union agree that there are basically three (3) seasons each year as follows: 1) Asparagus harvest, 2) tomato harvest, and 3) weeding and thinning season. There are workers who do not work in all of the above named seasons during the same year. The Union and Company agree that such worker shall maintain seniority for the operation he works in and those workers who work during one operation and who do not respond to recall for another operation shall not be removed from the seniority list for the particular operation in which he has seniority. Recalls shall be by job classification.

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

1. Voluntary quitting.
2. Discharge for just cause.
3. When on layoff, fails to report within three (3) working days after being called, unless satisfactory reasons are given to the Company and Union.
4. When the worker fails to report to work at the termination of a leave of absence or vacation without an approved extension as per Article 10, Leaves of Absence, of this Agreement.
5. When any worker leaves the bargaining unit to accept a supervisory or other position with the Company outside the bargaining unit.
6. Any worker rehired after loss of seniority as provided above shall establish a new seniority date as provided in Section "A" above.
7. The Company will provide, on a monthly basis, a list of workers by name and Social Security number, that lost seniority during the prior month pursuant to this Section.
8. Accepting employment with another employer during an approved leave of absence.

D. The filling of vacancies, new jobs, making promotions, demotions, transfers, layoffs, recalls from layoff or reclassification shall be on a basis of seniority. Company agrees to provide on-the-job training as it has in the past for workers in the bargaining unit to fill expected vacancies in such jobs so workers will have the opportunity

to learn the necessary skills, trainees to be selected on the basis of seniority with prior notice to the Union before such selection.

E. Whenever a vacancy occurs in a job classification with a higher rate than general labor; such vacancy shall be posted on the Company's bulletin boards. A copy of such posting shall be provided the Ranch Committee. The posting shall be made at least five (5) days before the vacancy is permanently filled. Workers with seniority desiring consideration for the higher rated job will so indicate by signing the posting. The senior worker shall be selected for the vacancy and he or she shall be given a fair opportunity to qualify. If such worker cannot perform the job, he or she shall return to his or her former classification and rate and the Company will then select the next senior worker who had signed the posting and he or she shall be given a fair opportunity to qualify.

F. The Company at the beginning of any operating season in any area of operation, when anticipating the recall of seniority workers, shall notify the worker and the Union by First Class mail to the last given address as reflected in the Employer's records approximately two (2) weeks prior to the estimated starting date of the work and the approximate duration thereof. It shall be the worker's responsibility to provide the employer with a correct and current address. There shall be no recall by labor contractors. It is understood that the provisions of Article 3, Hiring, Section B, apply to the recalled worker.

G. The Company shall notify the Union on a seasonal basis of the recall of seniority workers approximately two (2) weeks prior to reporting for work, and on layoffs of seniority workers, within approximately seven (7) working days of the end of the season layoff in the 1) Asparagus harvest, 2) Weeding and thinning season, and 3) Tomato harvest, in accordance with this Article by giving the worker's name, Social Security number, seniority date, job or commodity classification and date of recall or layoff.

H. Beginning with the signing of this Agreement and each three (3) months thereafter, the Company shall provide the Union with an up-to-date seniority list showing the name of each worker, his or her seniority date, Social Security number and job or commodity classification. The Company shall also post a seniority list in a conspicuous place for examination by workers and the Union Ranch Committee. The Union may review the accuracy of the seniority list and present to the Company any errors it may find on such list.

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

commodity or area.

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

The Company and the Union shall agree to initial seniority lists which list shall be attached to and become a part of this Agreement and will be revised if necessary on a yearly basis if either party so requests.

ARTICLE 5: GRIEVANCE AND ARBITRATION PROCEDURE

A. All disputes between the Company and the Union shall be subject to this grievance and arbitration procedure. The Union or Company may process a grievance.

B. All grievances shall be processed after regular working hours unless otherwise agreed by Company and Union. The Stewards' and Grievance Committee's function shall be performed without pay unless otherwise agreed by Company and Union.

C. The aggrieved workers shall have the right, without pay, to be present at each step of the procedure. The Union shall make the Grievance Committee available when and where needed under this Agreement.

D. Grievances dropped by the Union or the Company prior to an arbitration hearing are deemed withdrawn without prejudice to their respective positions on a similar matter in the future.

E. FIRST STEP: The Company Supervisor involved and the Union Steward shall meet as soon as possible after notification of a grievance, and shall attempt to resolve such grievance in good faith. A grievance regarding a discharge of a worker must be filed within five (5) days of the discharge. All other grievances must be filed within fifteen (15) days of the occurrence of the grievance or fifteen (15) days of the discovery thereof. Union shall notify Company as soon as practicable after any incident which may be a grievance is discovered.

F. SECOND STEP: In the event that the grievance is not satisfactorily resolved in the FIRST STEP, the grieving party shall reduce the grievance to writing. Such grievance shall be submitted to the Grievance Committee, the Company representative, and the Union representative, who shall meet in an attempt to resolve the grievance within fifteen (15) days except for discharges for which meeting shall be held within five (5) days. Upon failure to resolve the grievance satisfactorily in such meeting, the party receiving the grievance shall give a written response, including reasons for denial, within seventy-two (72) hours of the close of the SECOND STEP meeting.

Upon written notice to the other party within twenty-one (21) days of such response, the aggrieved party may process the grievance through the THIRD STEP, Section G of this Article. However, the aggrieved party may invoke the expedited arbitration procedures of Section I of this Article upon written notice to the other party within three (3) days of the response. It is agreed that representatives authorized to bind the Union and the Company shall be present throughout each step of the grievance procedure under this Article.

G. THIRD STEP: Grievances subject to this step shall be referred immediately to one of the designated permanent arbitrators. The parties agree to Jack Griffin, Sidney Turoff and Don Womble as designated permanent arbitrators under this Agreement. The parties shall immediately meet to decide on an arbitrator by alternately striking one (1) name each from the list of permanent arbitrators. The grieving party shall strike the first name. The one (1) name remaining will be the arbitrator designated to hear the dispute before him. Upon failure of the arbitrator to act for any reason whatsoever, the Company and the Union shall immediately select another arbitrator from the remaining two (2) by coin toss.

In the event that the above named arbitrators cannot serve, the parties will meet to select a replacement. If the parties cannot agree, they shall request a list of seven (7) arbitrators from the State Conciliation Service. The parties shall alternate in striking names from the list, with the grieving party striking the first name. After each party has struck three (3) names, the remaining name shall be the permanent arbitrator. However, every six (6) months either party may request a new list of arbitrators and request a meeting as discussed above to select a new arbitrator.

H. Where more than one grievance is referred to arbitration, the arbitrator shall hear them at the same proceeding. After consideration, the arbitrator shall resolve each grievance, but the arbitrator shall not have authority or jurisdiction to modify or alter any provision of this Agreement. The arbitrator shall have the authority to revoke or modify any form of discipline and has discretion to award back pay for any loss of earnings or benefits from the Company. The arbitrator shall submit to the parties a written and signed decision stating the ground therefor within fifteen (15) days from the closing of the hearing. The arbitrator shall have access to Company or Union property, if necessary, providing no interference with the business of either party results.

I. The aggrieved party may invoke an expedited procedure for an immediate hearing by the arbitrator of unresolved grievances. Such hearing shall be conducted not later than two (2) calendar days after the day on which the Union or the Company give written notice to the other party of the

expedited procedure. The duties and the authority of the arbitrator shall be the same as under section H of this Article. The arbitrator shall issue a bench decision and award and shall submit to the parties a signed and written decision and award within twenty-four (24) hours of the close of the expedited hearing. The arbitrator shall have access to Company or Union property, if necessary, providing no interference with the business of either party results.

J. Upon lack of participation by either party in any of the grievance steps, the other party has the right to refer the matter to the arbitrator for an immediate formal hearing. Written notice shall be given the other party not less than twenty-four (24) hours prior to such hearing. Such hearing may be "ex parte", provided that the permanent arbitrator may temporarily delay an "ex parte" hearing pursuant to bona fide efforts to settle an issue without a hearing. Resumption of the formal hearing shall be noticed in writing to both the Union and the Company twenty-four (24) hours prior to such hearing.

K. The decision of the arbitrator rendered pursuant to this Agreement shall be final and binding on the parties to this Agreement and on the grievant as to the adjudication of the grievance.

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

M. This grievance and arbitration procedure shall be the exclusive means for handling and resolving disputes between the Company and the Union. The Union and the Company agree that there shall be no strikes, slowdowns, interruptions of work or boycotts by the Union or its agents or lockout during the life of this Agreement except as provided in Article 14.

N. The Company or the Union may refer an alleged violation of section M directly to the arbitrator without going through 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 shall be empowered to adjudicate the dispute immediately and shall have the authority to direct the party violating sec. M to cease and desist immediately. Such order shall be final and binding and effective when given.

ARTICLE 6: RIGHT OF ACCESS TO COMPANY PROPERTY

A. Three (3) duly authorized and designated representatives of the Union shall have right of access to Company premises covered by this Agreement in connection with the conduct of normal Union affairs in administration of this Agreement, provided that there shall be no interference with the conduct of the Company business.

B. Before a Union representative contacts any of the workers during working hours pursuant to Section A of this Article, such representative shall notify the Company prior to his or her contact or his or her presence on the premises and of the duration and number of the proposed contacts, approximate time, and portions of the premises to be visited.

C. Prior to union representatives entering shop and machinery areas Company representative will promptly make safety checks and then leave the area.

D. The Union shall advise the Company of the names of its duly authorized and designated representatives in writing. Such notice shall be effective upon receipt by the Company.

ARTICLE 7: DISCIPLINE AND DISCHARGE

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

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

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

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

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

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

Discharge and other disciplinary actions are subject to the grievance and arbitration procedure of this Agreement.

ARTICLE 8: DISCRIMINATION

A. The Company or the Union shall not discriminate against any worker because of race, age, creed, color, religion, sex, political belief, national origin, language spoken, or Union activity or lack thereof.

ARTICLE 9: WORKER'S SECURITY

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

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

C. Company agrees that any worker may refuse to handle struck goods from another premises or another Company either on or off the Company premises.

ARTICLE 10: LEAVES OF ABSENCE

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

B. A temporary leave of absence without pay not to exceed three (3) days for Union business shall be granted on two days written notice from the Union to Company, for not more than 10% of any work crew provided that no skilled worker need be granted such leave unless a skilled replacement deemed adequate by the Company is available to replace said skilled worker, if requested by the Company. And provided further, if a prolonged leave, Company can request temporary replacements under the regular hiring procedure.

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

1. For Jury Duty or Witness Duty when subpoenaed.

2. A worker who serves in the U.S. Military and notifies the Company and Union in writing prior to leaving for such service, and reports for work within thirty (30) days after being discharged from such service, shall not lose any seniority, job rights, or other benefits. Upon return from such service, such worker shall be granted a job equal to that he or she would have had with Company had he or she remained in Company's continued employ, provided, however, any renewal of enlistment beyond the original one will serve to break seniority unless such action violated the Selective Service Act.

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

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

All leaves in excess of three (3) days shall be in writing on approved leave of absence forms provided by the Company. Such forms shall be signed by the Company representative, the worker requesting the leave, and by the Union Steward or other Union representative to signify receipt of the Union's copy. Leave of absence shall be extended by the Company for a valid personal reason if a request for such an extension is made by the worker in writing to the Company with a copy to the Union prior to the termination of the original leave, provided however, that a request for an extension may be submitted simultaneously with the request for a leave of absence for valid personal reasons if the worker has special circumstances which require additional time. Leave of absence schedules, under this section, where more workers have applied for a leave of absence at the same time than can be spared by the Company, shall be allocated on the basis of seniority with the worker having the highest

seniority having first preference for that leave of absence. However, where a worker requests an emergency leave, the Union and the Company may agree to his/her leave in preference to that worker over other workers with higher seniority. Failure to report for work at the end of an approved leave of absence or accepting employment with another employer during an approved leave of absence shall terminate seniority in accordance with Article 4: Seniority.

ARTICLE 11: MAINTENANCE OF STANDARDS

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

The Union and Company agree that during the negotiations which resulted in this Agreement they have fully negotiated and agreed that any bonuses and fringes paid prior to these negotiations are now incorporated in the wages, fringes, and vacations outlined in this Collective Bargaining Agreement. However, no worker shall suffer a reduction in his wages or fringe benefits received prior to the year 1975, 1976 or 1977.

ARTICLE 12: SUPERVISORS

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

ARTICLE 13: HEALTH AND SAFETY

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

following:

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

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

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

D. In accordance with law, there shall be adequate toilet facilities, separate for men and for women in the field readily accessible to workers, that will be maintained by the Company in a clean and sanitary manner.

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

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

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

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

given to an authorized Union representative.

ARTICLE 14: MECHANIZATION

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

ARTICLE 15: UNION LABEL

The parties recognize that any provision concerning the use of a Union label is currently inapplicable to the business of the Company, and agree to draft appropriate language for this Article 15 on this matter if it becomes applicable. Unresolved disputes about such language in application of such principles, may be referred to the arbitration procedure in Article 5.

ARTICLE 16: NEW OR CHANGED CLASSIFICATION

In the event a new or changed classification within the bargaining unit is instituted by Company, the Company shall set the wage in relation to the classification and rates of pay in Appendix "A" and shall give the Union written notice one (1) week before such rate is put into effect. 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 shall be submitted to the grievance procedure of Article 5 including arbitration for determination beginning at the Second Step. Any rate agreed upon or decided by the arbitrator shall be effective from the institution of such new or changed classification.

ARTICLE 17: HOURS OF WORK, OVERTIME, AND WAGES

A. Company shall pay overtime at the rate of one and one-half (1-1/2) times the employee's regular rate of pay for each hour of work in excess of ten (10) hours in any one workday and for the first eight (8) hours on the the seventh (7th) day of work in the work week and double the employee's regular rate of pay for all hours worked over eight (8) on the seventh (7th) workday.

B. The provision on Section A. above shall not apply to irrigators.

C. Night shift pay shall apply to all workers who work a majority of their shift between the hours of 6:00 P.M. and 6:00 A.M., for which night shift the worker shall be paid a premium of twenty-five (25) cents per hour for all hours worked. This provision shall not apply to a lead irrigator on 24-hour call.

There shall be no pyramiding of overtime or night shift premium.

D. Lunch time shall be at least one-half (1/2) hour but not more than one (1) hour without pay.

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

When a worker is assigned to a lower pay rated job, he shall receive his regular rate of pay.

F. When a worker is working as a trainee for qualification for a higher rate job, he shall be paid for such training period at his regular rate of pay for a time period not to exceed twenty-eight (28) continuous calendar days.

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

ARTICLE 18: REPORTING AND STANDBY TIME

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

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

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

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

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

ARTICLE 19: REST PERIODS

Employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.

However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 1/2) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

ARTICLE 20: VACATIONS

A. Beginning with the first calendar year of this Agreement, the Company shall grant vacations with pay to workers according to the following schedule, based on hours and gross earnings in the prior calendar year. Calendar year in this paragraph means January 1 through December 31.

1. All workers who worked seven hundred and fifty (750) hours or more in the prior calendar year with Company will qualify for an amount equal to two per cent (2%) of their gross earnings earned in the prior calendar year, and one (1) week of vacation.

2. All workers who worked nine hundred and fifty (950) hours or more in the prior calendar year with Company and who have less than five (5) years of service with the Company will qualify for an amount equal to four per cent (4%) of their gross earnings earned in the prior calendar year, and two (2) weeks of vacation.

3. All workers who worked nine hundred and fifty (950) hours or more in the prior calendar year with Company and who have five (5) or more years of service with the Company will qualify for an amount equal to five per cent (5%) of their gross earnings in the prior calendar year, and three (3) weeks of vacation.

B. If a worker's vacation period includes one of the holidays set forth in Article 21-A, his or her vacation period shall be extended to include such holiday.

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

C. Vacation checks for workers eligible under Section A above are due and payable on January 1 of every year, except that the worker may request that Company defer payment until such time off under Section C above.

ARTICLE 21: HOLIDAYS

A. A worker shall receive eight (8) hours of pay at his or her hourly rate of pay or average hourly piece rate earnings based on the preceding payroll week for the following holidays:

1. Labor Day
2. Thanksgiving Day
3. New Year's Day
4. Christmas Day

Work on any holiday shall be at time and one-half (1-1/2) in addition to holiday pay.

B. Employer will pay one and one-half (1-1/2) times the regular rate of pay for work on Memorial Day and on July 4.

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

D. To be eligible for holiday pay a worker must work at least five (5) days during the two (2) weeks immediately preceding the payroll week in which the holiday falls, and must work the scheduled workdays both immediately before and after the holiday.

E. Other Holiday

The second Sunday of September of each year during the term of this Agreement, shall be designated as "Citizenship Participation Day." All workers on Citizenship Participation Day shall receive eight (8) hours pay at their regular straight time hourly rate or average hourly piece rate earnings, based upon the preceding payroll week. Such eight (8) hours pay shall be in addition to any pay due the worker if he or she is required to work on Citizenship Participation Day. Upon receipt of proper written authorization from the workers, the Company shall deduct from such worker's wages the pay received for Citizenship Participation Day, and the Company shall remit such a sum to the United Farm Workers of America, AFL-CIO, for allocation as designated by the worker. In the event any worker works on Citizenship Participation Day, the Company shall not deduct any pay due him or her for working on such day. Company shall prepare a summary report containing the names of all workers on the Company's payroll for the week preceding Citizenship Participation Day, Social Security numbers, total hours worked per worker, hourly rate, gross pay per worker, a total count of workers, an accounting for all monies deducted pursuant to this section, and designate which workers qualified for Citizenship Participation Day. Such summary report shall be forwarded to the Citizenship Participation Day Committee of the United Farm Workers of America, AFL-CIO, La Paz, Keene, California 93531, by the twenty-fifth (25th) of the month following the Sunday designated in this Agreement.

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

ARTICLE 22: BEREAVEMENT PAY

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

ARTICLE 23: JURY DUTY AND WITNESS PAY

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

B. Witness pay shall be limited to the days of actual testimony for the individual involved.

ARTICLE 24: TRAVEL AND OUT OF TOWN ALLOWANCE

The parties recognize that any provision concerning the use of travel and out of town allowance is currently inapplicable to the business of the Company and agree to draft appropriate language for this Article 24 on this matter if it becomes applicable. Unresolved disputes about such language in application of such principles, may be referred to the arbitration procedure in Article 5.

ARTICLE 25: RECORDS AND PAY PERIODS

A. The Company shall keep full and accurate records, including total hours worked, piece rate or incentive rate records, total wages and total deductions. Workers shall receive a copy of the itemized deductions, hourly rates, hours worked and total wages each payday, which shall include the worker's piece rate production records. The daily record of hours worked for each worker shall be recorded daily and maintained by the foreman and made available to Union stewards on a weekly basis. At the end of each pay period, the original foreman's record shall be available at the office where workers may review such records at reasonable times provided this does not interfere with Company business.

B. The Union shall have the right, upon written notice given to the Company, to examine time sheets, work

production, or other records regarding the computation of workers' compensation at reasonable times for reasonable periods. The Company reserves the right to have its representative(s) present at all times during such inspection. No record shall be removed by the Union or its representatives. Any reproduction costs shall be charged to the requesting party.

ARTICLE 26: DELINQUENCIES

A. Notwithstanding anything herein contained, the failure of Company to make the necessary payments as provided in Article 2; Union Security, Article 28: Robert F. Kennedy Farm Workers Medical Plan, Article 29: Juan De La Cruz Farm Workers Pension Plan, Article 30: Martin Luther King Jr. Farm Workers Fund, or Paragraph E, Article 21: Holidays, shall give the Union or the workers the right, after the Union has given five (5) days' written notice, excluding Saturdays, Sundays, and holidays, to the Company, to take any legal action the Union sees fit against the Company to force compliance.

B. Whether or not such action is taken, the Company shall be liable to the workers for any and all benefits as set forth in Paragraph A above that the workers would have received if the Company had not been delinquent in making the payments.

ARTICLE 27: CREDIT UNION WITHHOLDING

Upon proper written authorization from a worker to the Company deductions as provided for in such authorization shall be made by the Company for the Farm Workers Credit Union, and such money and reports shall be forwarded on a monthly basis to that organization at P.O. Box 62, Keene, California 93531.

ARTICLE 28: ROBERT F. KENNEDY FARM WORKERS MEDICAL PLAN

The Company shall contribute to the Robert F. Kennedy Farm Workers Medical Plan, commencing November 2, 1980 twenty-two cents (22¢), and commencing January 30, 1983 thirty-one cents (31¢), for each hour worked by each worker.

ARTICLE 29: JUAN DE LA CRUZ FARM WORKERS PENSION PLAN

The Company shall, commencing November 10, 1980, contribute to the Juan De La Cruz Farm Workers Pension Plan fifteen cents (15¢) per hour for each hour worked by each worker.

ARTICLE 30: MARTIN LUTHER KING JR. FARM WORKERS FUND

The Company shall, commencing January 31, 1982 contribute to the Martin Luther King Jr. Farm Workers Fund five cents (5¢) per hour for each hour worked by each worker.

ARTICLE 31: REPORTING ON PAYROLL DEDUCTIONS AND FRINGE BENEFITS

A. SUBMISSION OF DUES AND REPORTS TO UNION

Withheld dues are to be submitted monthly.

A payroll report is to be submitted monthly covering the four to five payroll periods falling within the reported month. The report shall be mailed, on or before the 20th day of each month. The report shall include the workers' names, social security numbers, payroll periods covered, gross wages, total hours worked per worker, total number of workers, and amount of Union dues deducted within the reporting month from each reported worker. Complete mailing directions and information for such report will be supplied by the Union.

In the event Company has no workers in its employ during any monthly payroll period, Company shall submit to the Union, on forms to be provided by the Union, a statement to that effect. Said statements shall be mailed on or before the 20th day of the following calendar month.

Company agrees and understands that it shall be deemed delinquent with respect to the Union for any payroll month in which the dues are not submitted monthly and/or the monthly report, or the required statement that Company has no covered workers in its employ during such month, is not postmarked on or before the 20th day of the succeeding calendar month.

In the event that Company files in bankruptcy or Chapter 11 proceedings, it will notify the Union of such action.

B. SUBMISSION OF REPORTS AND CONTRIBUTIONS TO FRINGE BENEFIT PLANS

All contributions due under this Agreement to the Robert F. Kennedy Farm Workers Medical Plan, the Juan De La Cruz Farmworkers Pension Plan, and the Martin Luther King, Jr. Farm Workers Fund shall be remitted monthly. The contributions due said Fringe Benefit Plans

each month shall be computed on the preceding monthly payroll periods for every worker covered by this Agreement. The monthly contributions due each Plan, for the preceding payroll month, together with a monthly summary report, shall be mailed, on or before the 20th day of each month, to each Plan's depository bank at the lock box address designated by each Plan Administrator. Company acknowledges receipt of the designated lock box address for each Plan per Appendix E and agrees that all reports, contributions, statements, notices or other communications required or provided for under this Agreement, shall be sent to such designated addresses, unless Company is notified in writing, by the Administrator of any Plan, of a change in such designated address.

The monthly summary reports shall cover the preceding payroll month for which contributions are being remitted and shall include, for each worker being reported, name, social security number, total hours worked, and total hours reportable to each Plan if different than hours worked. Said monthly reports shall also show total number of workers reported, total hours worked by such workers, and total hours reportable to each Plan if different than hours worked, as well as total contributions being remitted to each Plan. Said reports shall be legible.

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

Where the Union report specified in Subsection A above contains all of the information required under this Subsection B, a copy of that report, mailed to each of the Plans at the times and places specified herein, shall constitute compliance with the monthly reporting requirements to the Plans.

Company understands and agrees that it shall be deemed delinquent, with respect to the Plans, for any payroll month in which the required contributions and monthly reports, or the required statement that Company had no covered workers in its employ during such month, is not postmarked on or before the 20th day of the succeeding calendar month.

ARTICLE 32: CAMP HOUSING

A. Assignment of available camp housing shall be on a Company wide seniority basis as in the past and as mutually agreed upon between Union and Company. The Company agrees to maintain records on housing assignments and make such records available to the Union. There shall be no discrimination in assigning camp housing.

B. During the life of this Agreement, Company shall operate and maintain its camp housing in the same manner, and at not more than the same rentals, if any, as before the execution of this Agreement. If the Company acquires additional housing, the rates to be charged shall be on a level not greater than current rates in the area for similar housing.

C. If any housing is condemned by any government authority, the Company shall not be required to repair condemned housing or furnish substitute housing.

D. Camp boarding shall be operated on a non-profit basis to Company as it has in the past.

ARTICLE 33: BULLETIN BOARDS

A. The Company will install and maintain bulletin boards placed at such central locations and numbers of bulletin boards as shall be mutually agreed, upon which the Union may post notices of Union business. Bulletin boards shall be moved by Company on occasion to be convenient to the workers.

B. Company agrees if a new location is acquired by Company

which is not contiguous with the present location, that it will install and maintain bulletin boards at the new location at central points and numbers of bulletin boards as shall be mutually agreed, upon which the Union may post notices of Union business. Any bulletin boards at new locations shall be moved by Company on occasion to be convenient to the workers.

ARTICLE 34: FAMILY HOUSING

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

Available family housing will be allocated as it has in the past.

ARTICLE 35: MANAGEMENT RIGHTS

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

ARTICLE 36: 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 landleveling, custom land work, precision planting, application of agricultural chemicals and where specialized equipment not owned by Company is required. It is also understood that Company may subcontract the harvesting of sugar beets, harvesting of alfalfa, harvesting of wheat and when rain during harvest time requires that tomatoes be harvested to avoid immediate loss of the tomato crop. It is understood and agreed that the Company shall not subcontract to the detriment of the Union or bargaining unit workers.

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

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

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

3. Subcontracting is permissible when the Company's crews are behind in meeting the weekly quota of tomatoes established for the Company by the processor for that week. If Company should subcontract in order to make the quota established by processor for the Company, it is agreed that the subcontracting will only be done until the quota is filled or until the Company's crews are back on schedule for that week.

4. The Company will notify the Union in advance of any subcontracting.

ARTICLE 37: LOCATION OF COMPANY OPERATIONS

The Company shall provide the Union upon request, maps of the exact locations of the Company's agricultural operations for use by Union representatives pursuant to Article 6 of this Agreement, Right of Access.

ARTICLE 38: MODIFICATION

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

ARTICLE 39: SAVINGS CLAUSE

A. In the event any portion of this Agreement is abrogated, or made illegal by any local, state or federal law, only that portion of this Agreement so affected shall be

ineffective; in no event shall the ineffectiveness of one portion of this Agreement terminate the remainder of this Agreement.

ARTICLE 40: SUCCESSOR CLAUSE

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

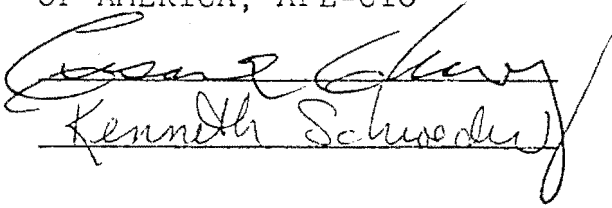
By this Article, the parties seek to define contractual rights and do not waive any statutory rights.

ARTICLE 41: DURATION OF AGREEMENT

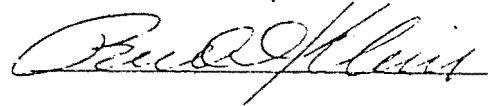
This Agreement shall be in full force and effect from February 22, 1981 to and including November 1, 1983. This Agreement shall automatically renew itself upon expiration unless either of the parties shall have given notice in writing to the other party sixty (60) days prior to the expiration, requesting negotiations for a new Agreement, together with thirty (30) days prior written notice to the State Conciliation Service. During this sixty (60) day period all terms and conditions of this contract shall remain in full force and effect.

Executed this _____ day of March, 1981.

UNITED FARM WORKERS
OF AMERICA, AFL-CIO



ESTATE OF JACK KLEIN
KLEIN RANCH
BUD D. KLEIN, TRUSTEE



Appendix A: Wages

HOURLY RATES

Classification	Effective <u>2/22/81</u>	Effective <u>1/31/82</u>	Effective <u>1/30/83</u>
Working Foreman (per day)	62.50	65.00	67.50
Checker (per day)	57.50	60.00	62.50
Tractor Driver- Class 1	4.75	5.05	5.35
Tractor Driver- Class 2	4.45	4.70	4.95
Tomato Trailer Driver	4.10	4.30	4.65
Tomato Harvester Driver	5.50	5.85	6.20
Forklift Driver	4.70	4.90	5.25
Lead Irrigator	4.45	4.75	5.05
When on 24 hour call	70.00	75.00	80.00
Irrigator (Helper)	4.10	4.35	4.70
Maintenance- Class 1	6.10	6.40	6.70
Maintenance- Class 2	4.20	4.40	4.75
Tomato Sorters and Pickers	3.85	4.05	4.40
General Labor, Tomato and Sugarbeet Weeders and Thinners	3.85	4.05	4.40
Working Foreman (Asparagus) (per day)	72.50	75.00	77.50

PIECE RATE

Market Asparagus (9") (per crate)	3.30	3.45	3.60
Freezer/Cannery Asparagus (9") (per cwt.)	11.10	11.40	11.70

In addition to the above rates, an asparagus worker shall receive \$.10 per crate (worker share) for market asparagus and \$.30 per hundredweight (worker share) for freezer/cannery asparagus, provided that he stays for the entire asparagus harvest season.

The Working Foremen, including Asparagus, and Checkers shall receive one-half day's pay for work days of four (4) hours or less.

APPENDIX "B"

ASPARAGUS HARVESTING PROCEDURE

All asparagus workers shall be hired according to the hiring procedure under Article 3, Hiring and Article 4, Seniority of the Collective Bargaining Agreement between Klein Ranch and the United Farm Workers of America, AFL-CIO. As per Article 3, Hiring, Union shall dispatch skilled asparagus workers who meet the job requirements.

Each crew shall consist of twenty-five (25) to thirty (30) asparagus workers divided into two (2) crews as mutually agreed. The cooks, cook-helper, and sledmen shall be part of the crews. The crews shall pick the cooks, cook-helpers and sledmen as they deem appropriate. Each member of the crew shall receive an equal amount of pay according to the amount of pay due the entire crew. The regular rate of pay for asparagus workers shall be the hourly general labor rate as provided in Appendix "A", including overtime when applicable under Article 17, Hours of Work, Overtime, and Wages. If piece rate performance based on piece rates in Appendix "A" piece rates yields pay higher than what is due based on said hourly rate, then Company will pay the difference if any to the workers in addition to the earnings based on the hourly rate.

The crews shall operate their own board with Company making appropriate deductions from individual worker as directed by the crew.

Pay rates for asparagus workers shall be as listed in Appendix "A" of the Collective Bargaining Agreement between the United Farm Workers of America, AFL-CIO and Klein Ranch. Asparagus workers shall be paid on a weekly basis for the work they have performed for that week.

A daily record of all boxes harvested by each crew shall be made available to the Steward of that crew that day or the day after. Other records such as processor and market delivery tags and weight tags shall be available for inspection on request.

Company shall as it has in the past make advances to asparagus workers or crews.

APPENDIX C

PIECE RATE PROCEDURE

FOR TOMATO AND SUGAR BEET WEEDING AND THINNING

1. Piece rates for all work performed by employees of the Company shall in accordance with past practice, be determined by the appropriate crew supervisor after consultation with the workers and due consideration has been given to the crop involved, location and condition of field. Piece rates on a field by field basis shall be established prior to the commencement of work and may be adjusted up but not down. The Company will provide a duly authorized representative of the Union a daily report including the acreage, lineal feet, crop, number of rows, location of field, the rates, and the total number of hours worked by each employee. Any dispute arising pursuant to this procedure shall be subject to the grievance procedure.
2. Workers shall not be required to work in a muddy field.
3. Workers shall not be required to use the short handled hoe.
4. Piece rate workers shall each be guaranteed on a daily basis the general labor rate for the hours worked.
5. Piece rate workers may if they so desire work by the hour, instead of by piece rate.

APPENDIX "D"

JOB DESCRIPTIONS

1) Working Foreman (general):

the employee who directs workers in performing work other than the harvesting of asparagus.

2) Checker:

an individual who keeps account of the number of units performed on piece rate when picking by the bin and who keeps a count of the number of units performed on piece rate weeding and thinning.

3) Tractor Driver Class I (heavy equipment):

can set up, operate, and service all equipment on the ranch including but not limited to harvesters, crawlers, forklift, wheel tractors, balers, cubers, back hoes, ditches, graders, scrapers, cultivators and planters.

4) Tractor Driver Class II:

can set up, operate and service crawlers, wheel tractors, and plow, cultivate, disc, harrow, pull bin trailers and general land preparation.

5) Tomato Trailer Driver:

an individual who drives a wheel tractor while pulling trailers during the tomato harvest.

6) Tomato Harvester Driver:

can operate, service, clean and adjust tomato harvesters of all types.

7) Forklift Driver:

can operate and service forklift in the tomato harvest.

8) Lead Irrigator:

irrigating foreman who is capable of setting water, regulating pumps, setting siphons, tending pumps and ditches.

9) Irrigator (helper):

capable of performing all tasks of general irrigation.

10) Maintenance Class I:

capable of performing maintenance on all equipment on the ranch.

11) Maintenance Class II:

capable of assisting Class I.

12) Tomato Sorters and Pickers:

Tomato Sorters - a person who sorts tomatoes on a tomato machine.

Tomato Pickers - a person who picks headlands & cut beds.

13) General Labor, Tomato & Sugarbeet weeders/thinners:

14) Working Foreman (Asparagus):

the employee who directs the asparagus workers in the harvesting of asparagus.

15) ASPARAGUS WORKERS:

those workers engaged in the asparagus harvest.

Appendix E

SCHEDULE OF LOCK BOX ADDRESSES FOR REMITTANCE OF CONTRIBUTIONS
AND REPORTS TO PLANS/FUNDS

Required Contributions and Reports for the Robert F. Kennedy Farm
Workers Medical Plan shall be mailed to the following address:

Robert F. Kennedy Farm Workers Medical Plan
Dept. 3-6534
Los Angeles, CA 90088

Required Contributions and Reports for the Juan De La Cruz Farmworkers
Pension Plan shall be mailed to the following address:

Juan De La Cruz Farmworkers Pension Plan
Dept. 2-6242
Los Angeles, CA 90088

Required Contributions and Reports for the Martin Luther King, Jr.
Farm Workers Fund shall be mailed to the following address:

Martin Luther King, Jr. Farm Workers Fund
Dept. 2-7355
Los Angeles, CA 90088

LETTER OF UNDERSTANDING
BETWEEN
KLEIN RANCH
AND
UNITED FARM WORKERS OF AMERICA, AFL-CIO

RE: HIRING & SENIORITY
(Emergencies)

Union recognizes that Company might have some emergency needs resulting from factors beyond the control of Company including weather, Acts of God and processor requirements or quotas.

In such event the Union will cooperate with the Company in obtaining the needed workers immediately.

Such emergency is not subject to the time limits set forth in Section C and Section D of Article 3, Hiring and Sections E, F, and G of Article 4, Seniority of the Collective Bargaining Agreement between the parties, provided immediate notice is given to the Union.

RE: HIRING & SENIORITY

It is understood by and between Klein Ranch and the United Farm Workers of America, AFL-CIO that once the Seniority List attached hereto is exhausted in skilled classifications (Tractor Drivers, Lead Irrigator, Maintenance Class I, and Tomato Harvester Driver), Company has the right to refer skilled workers to the Union facility designated in Section A, Article 3, Hiring who will be dispatched by Union to the Company in sufficient numbers to fill and maintain five (5) skilled positions at all times, provided, however, that the Company notifies Union as per Section C and Section D of Article 3, Hiring. Company may within the first three (3) days of employment reject such Seniority List workers and referred workers as per the above who do not meet the job requirements. Such rejection for lack of qualifications shall not be subject to the grievance procedure, however, Company shall follow the procedure outlined in Article 7, Discipline and Discharge. Company and/or Union will not discriminate against any workers on the basis of race, age, creed, color, religion, sex, political belief, national origin, language spoken, Union membership, Union activity, or lack thereof. Workers rejected by Company under this Letter Agreement shall be entitled to retain their former position if any without loss of Seniority or other benefit.

RE: THE SENIORITY LIST

Parties agree that any discrepancies in the Seniority list will be dealt with in accordance with the Grievance Procedure. In resolving the dispute, the parties may utilize such records that were utilized in the formation of the Seniority list and by mutual agreement between the parties.

RE: FAMILY MEMBERS

The Company, in an effort to develop an interest in agriculture among the members of the operator's family, has provided bargaining unit work for them during certain parts of the year.

Such practice may continue, provided, however, that the members of the family who are to perform bargaining unit work be limited to Richard Klein and Steve Jackson, the son and son-in-law of the principal of the Company.

No family members will be utilized to replace bargaining unit workers.

RE: SUPERVISORS

The Company has traditionally utilized 1) Al Fornaciari, 2) Guadalupe Carranza, 3) and Ed Gamel, as supervisors to perform certain types of bargaining unit work as they have in the past as per the following:

1. Al Fornaciari to perform the following: All jobs relating to all operations for limited periods of time not to exceed fifteen (15) hours per month.
2. Guadalupe Carranza to perform the following: All jobs incidental to all operations.
3. Ed Gamel to perform the following: all jobs relating to the repair and maintenance of equipment and all jobs incidental to all operations.

The above practice in subsections 1,2, and 3 above may be continued provided that such supervisory personnel will not replace workers that perform such bargaining unit work.

Guadalupe Carranza and Ed Gamel when performing bargaining unit work, regardless of amount during any one pay period, each shall pay to the Union two hundred dollars (\$200.00) per year as a fee in lieu of dues for their performance of bargaining unit work payable in equal amounts per each payroll period as if such supervisors were bargaining unit members while performing such bargaining unit work.

The Company may replace the above named supervisors and the same provisions as set forth above shall apply to the replacements. Replacements shall not perform any more bargaining unit work that that permitted by the above provisions for the supervisor being replaced.

RE: HEALTH AND SAFETY

In accordance with Article 13, Section F, Health and Safety, of the Collective Bargaining Agreement between Klein Ranch and the United Farm Workers of America, AFL-CIO, the Company shall provide the following items if requested by the worker:

1. Rubber gloves for Tomato Sorters and Pickers.
2. Safety Glasses (Goggles) for Tomato Sorters and Pickers.

RE: CREDIT UNION WITHHOLDING

It is understood that Article 27, Credit Union Withholding of the Collective Bargaining Agreement between the parties shall enter into effect immediately on the date that the Company's recently installed computer is properly programmed to process the requirements of Article 27.

RE: HIRING

It is agreed that the Ranch Committee is designated as the facility or person under Section A.

Executed on:

UNITED FARM WORKERS
OF AMERICA, AFL-CIO

Kenneth Schweder

ESTATE OF JACK KLEIN
KLEIN RANCH
BUD D. KLEIN, TRUSTEE

Bud D. Klein

LETTER OF UNDERSTANDING
FROM
BUD D. KLEIN
TO
UNITED FARM WORKERS OF AMERICA, AFL-CIO

RE: SUCCESSORS.

At the present time, I, Bud D. Klein, Trustee of the Estate of Jack Klein Ranch, do not contemplate the sale or transfer of the Klein Ranch as defined under Article 37 and 40, Successor Clause during the term of the Collective Bargaining Agreement between Klein Ranch and the United Farm Workers of America, AFL-CIO, unless economics of the Trust or unless order of the court mandates such a sale.