

AGREEMENT

BETWEEN

H.H. MAULHARDT PACKING CO.

AND

UNITED FARM WORKERS OF AMERICA, AFL-CIO

November 1, 1980

through

July 15, 1983

INDEX

	<u>Page No.</u>
Assignment.....	3
Bulletin Board.....	20
Call Time.....	11
Discharge & Warning Notices.....	20
Discrimination.....	14
Dues & Initiation Fees.....	18
Duration of Agreement.....	31
Funeral Leave.....	28
Grievance & Arbitration Procedure.....	21
Grower Shipper Contracts.....	29
Health and Safety.....	8
Hiring.....	7
Holidays.....	26 ✓
Income Tax Withholding.....	30
Juan de la Cruz Farmworkers Pension Plan.....	25 ✓
Jury Duty.....	28
Leave of Absence.....	10
Location of Company Operations.....	14
Maintenance of Standards.....	12
Management Rights.....	15
Mechanization.....	24
Modification.....	31
New Operations.....	18
No Strike Clause.....	16
Overtime.....	27
Parties.....	1
Preamble.....	1
Robert F. Kennedy Farmworkers Medical Plan.....	24 ✓
Recognition.....	1
Records and Pay Periods.....	19
Rest Periods.....	12 ✓
Right of Access to Company Property.....	14
Savings Clause.....	30
Seniority.....	5
Stand-by Time.....	12
Subcontracting.....	17
Supervisors and Family Members.....	30
Union Security.....	3
Vacations.....	25 ✓
Wage Addenda.....	33
Working Rules.....	19
Worker Security.....	13

PREAMBLE

The Employer and the Union after negotiating in good faith have come to the following understanding covering wages, hours, conditions of employment, and other benefits for the agricultural employees of the Employer. The parties agree that it is their intent and the spirit of this agreement to benefit all phases of agricultural employment, the employees as well as the industry. Both the Employer and the Union hereby pledge that they will cooperate with each other in good faith for the best interest of all concerned. The Union agrees to use all proper means to recommend the product of the Employer.

ARTICLE I - PARTIES

This agreement is between H.H. MAULHARDT PACKING CO. (hereinafter referred to as company) and the UNITED FARM WORKERS OF AMERICA, AFL-CIO (hereinafter referred to as union).

ARTICLE II - RECOGNITION

A. The Company does hereby recognize the Union as the sole exclusive bargaining agent representing all of the Company's agricultural employees (hereinafter called "workers") in the union set forth in Agricultural Labor Relations Board's certification in Case No. 79-RC-1-OX. The term "worker" shall not include security guards, sales and office employees and supervisory employees who have the authority to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward or discipline other workers,

or the responsibility to direct them or adjust their grievances, or effectively recommend such action, if, in connection with 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 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.

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

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

F. The Union agrees that the Company's obligations under this contract shall not prevent the Company from participating in joint ventures, partnerships, or any other forms of business operations. Such Company operations shall not be in such forms as will intentionally circumvent the Company's obligations under this collective bargaining agreement.

ARTICLE III - ASSIGNMENT

This agreement shall not be assigned to any other Union without written consent of the Company and the officers of the United Farm Workers of America, AFL-CIO.

ARTICLE IV - UNION SECURITY

A. Union membership shall be a condition of employment. Each worker shall be required to become a member of the Union immediately following five (5) continual days after the beginning of employment, or five (5) days from the date of the signing of this Agreement, whichever is later and to remain a member of Union in good standing. However, the sole criteria for good standing in the Union for the purposes of employment and entitlement to all benefits under this contract shall be the payment of periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership. Any worker who fails to become a member of the Union within the time limit set forth herein or who fails to pay the uniformly required initiation fees and/or periodic dues as prescribed by the Union, shall be immediately discharged upon written notice from the Union to the Company and shall not be re-employed until written notice from the Union to the Company of the worker's good standing status.

B. Company agrees to furnish Union in writing, within two (2) weeks after the execution of this Agreement, a list of its workers giving the names, addresses, social security numbers and type of job classification.

C. Company agrees to deduct from each worker's pay initiation fees and all periodic dues as required by the Union upon presentation by

the Union of individual authorization signed by workers, directing Company to make such deduction. Company shall make such deductions from workers' pay monthly, provided that it is submitted in advance of the close of the last pay period in the month, and periodically thereafter as specified on authorization so long as such authorization is in effect. The Company shall remit monies monthly. 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 and initiation fees within ten (10) days of the execution of this Agreement and thirty (30) days before the effective date of any change.

D. The Company will advise new workers that is a condition of their employment that they must become and thereafter remain members in good standing in the Union as defined in paragraph A of this Article immediately following five (5) continual days after the beginning of their employment. The Company shall furnish workers membership applications and dues checkoff authorization forms as provided by the Union.

E. 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 of the provisions of this Article.

ARTICLE V - SENIORITY

A. In the event an employee works for the Company at least 30 working days within the preceding 90 calendar days he or she shall acquire seniority on the 30th day with the company retroactive to the original date of hire.

1) Where the worker has performed work in a particular job classification he or she shall be laid off or recalled on the basis of his or her seniority, provided he or she is able to perform the work.

2) In the filling of job vacancies, re-assignment within a classification, or a promotion within a classification, seniority shall prevail, provided the worker is able to perform the work. In this regard the company shall have the right to determine the employee's ability to perform the job satisfactorily, provided that such determination shall not be exercised arbitrarily. Furthermore, the supervisor shall fully explain the job duties to the worker, and he or she shall be given a reasonable time to demonstrate his or her ability to perform the work satisfactorily. In this context, reasonable time is defined as one week unless adverse circumstances would affect the company.

In the event such employee is unable to satisfactorily do the work, the employee shall return to his prior job classification. The

Company agrees not to change an employee's job classification arbitrarily.

3) Promotion or reassignment to a job which entails the operation of complex and expensive machinery shall be based on seniority and ability to perform the work. Employees with longest seniority shall be given preference when ability is equal.

B. Seniority shall be considered broken by:

1) Discharge for just cause.

2) Voluntary quitting.

3) When a worker fails to report to work at the termination of a leave of absence, as per Article VIII of this agreement, Leaves of Absence.

4) When onlayoff fails to report within three working days after being called, unless satisfactory reasons are given.

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

C. Beginning with the signing of this agreement and each six months thereafter (January 5-15, July 5-15) the Company shall provide the union with an up to date seniority list, showing the name of each worker, his seniority date, social security number, and job classification. The Union may review the accuracy of the seniority list and present to the Company any errors it may find on such list.

D. Whenever a vacancy occurs in a job classification with a higher rate than general hourly rate, such vacancy shall be posted on the Company's bulletin board at least two weeks before the vacancy is to be filled, or as soon as practicable. Up to two seniority workers desiring consideration for the higher rated job may so indicate by signing the posting. Workers shall be selected as above in Section

A(2) of this Article.

E. The Company when anticipating the recall of seniority workers shall notify the workers and the union not less than 10 days, or as soon as practicable, prior to the estimated starting date of work, and with the approximate duration thereof. Company shall be responsible for notifying workers when to report. Such recall shall be consistent with past practice.

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

ARTICLE VI - HIRING

A. The Company shall not discriminate against any worker in hiring because of race, age, creed, color, religion, sex, political belief, national origin or language spoken. It is agreed that this obligation includes, but is not limited to the following: hiring, placement, recruitment, and advertising or solicitation for employment.

B. Hiring shall be handled as in past practice. The Company shall make known to the Union those persons authorized to hire new employees. Neither the Company nor its agents shall act in an unjust or arbitrary manner in its hiring practices.

C. All prospective employees seeking employment with the Company shall fill out and sign an application.

D. The Company shall notify the Union in writing every month of the date of hire, names, social security numbers, and job classification of all new employees hired.

E. All seniority workers shall be recalled to work in accordance with

the provisions of Article V-Seniority.

ARTICLE VII- 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 so as not to cause injury to employees. If the Union in good faith believes such use may be injurious or has caused injury to workers, Company agrees to make available to Union upon request such records as will disclose the following:

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

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

DDD, DDE, Alfrin and Dieldrin.

C. No employee shall be required to work in any work situation which would immediately endanger his health or safety. An employee shall notify or attempt to notify the Company of the existence of such condition and shall not be discharged because he has refused to work in such conditions.

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

E. When a worker who applies organo-phosphates or carbamates 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.

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

G. Each crew shall be provided with suitable, cool, potable drinking water convenient to workers. Individual paper drinking cups shall be provided.

H. The Company shall furnish raincoats, rain hats, rain pants and boots when required. Employee(s) shall be responsible for returning all such equipment that was checked out to them, but shall not be responsible for normal wear and tear including breakage due to normal wear and tear. Employee(s) shall be charged

actual cost for equipment that is not returned. Receipts for returned equipment shall be given to the employee(s) by the Company.

ARTICLE VIII- LEAVE OF ABSENCE

Leaves of absence without pay may be granted by applying to and receiving approval from the Company. Leaves of absence may be extended by applying to and receiving approval from the Company, upon a satisfactory showing of necessity.

Leaves of absence not in excess of three (3) days may be either in writing or oral at the option of the Company. All leaves of absence in excess of three (3) days must be in writing on forms furnished by the Company and signed by the shop steward or other Union representative, the Company representative, and the employee requesting such leave, in triplicate, one copy for the Union, one for the employee and one for the Company.

Leave of absence shall not be granted for employees to work elsewhere or to venture into business.

Leaves of absence shall be granted or extended upon illness of an employee substantiated by a doctor's certificate or other adequate proof of illness.

Any employee's appointment or election to conduct union business shall be deemed good and sufficient reason for obtaining a leave.

of absence. Such employee shall be given, upon written notice from the Union to the Company a leave of absence not to exceed one (1) year.

Not more than one (1) employee shall be given leave of absence under this section from the Company, unless authorized by the Company.

Seniority shall accumulate during leaves of absence and upon his return at the end of the period of the leave of absence, the employee shall be reinstated without loss of seniority and existing scale of wages.

ARTICLE IX - CALL TIME

All employees shall report to the place to which they are ordered to report for work at the time specified. A worker who is required to report for work and does report and does not commence 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, whichever is greater. It shall be the worker's responsibility to inform the employer promptly if he or she cannot report to work at the time specified.

A worker who is required to report for work and does report for work and commences work, shall be paid at least four (4) hours at the worker's hourly rate of pay or average piece rate earnings based on the preceding payroll week, whichever is greater. However, the crew and the Company may agree that the minimum work shall be at least two (2) hours.

This call time provision shall not apply where work covered

by this agreement is delayed or cannot be carried out because of rain, frost, government condemnation of crop, machinery breakdown or other causes beyond the control of the Company. Any call may be rescinded by notification to employees before reporting for work.

ARTICLE X - STAND-BY TIME

Any employee requested to stand by shall be paid for all time standing by at the hourly rate. This shall not apply to piece rate employees after they commence work.

ARTICLE XI - REST PERIODS

Rest periods shall be taken insofar as practical in the middle of each work period. Rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes per four (4) hours work or major fraction thereof. Rest period time shall be counted as hours worked.

ARTICLE XII - MAINTENANCE OF STANDARDS

The Company agrees that all conditions of employment in its individual operations relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest standards in effect at the signing of this agreement, and conditions of employment shall be improved whenever specific provisions for improvement are made

elsewhere in this agreement.

It is agreed that the provisions of this section shall not apply to inadvertant or bona fide errors made by the Company in applying the terms and conditions of this agreement, if such error is corrected within ninety (90) days of the error.

A disagreement between the Union and the Company with respect to this matter shall be subject to the grievance procedure.

This provision does not give the Company the right to impose wages or continue hours and working conditions less than those contained in this agreement.

It is agreed, however, that conditions which apply to specific employees or areas, or which are due to particular circumstances, do not apply beyond those limited instances. Further, it is agreed that when employees are provided benefits at cost to the employer, charges to employees may vary in keeping with changes in cost.

ARTICLE XIII - WORKER SECURITY

A. Company agrees that any worker may refuse to pass through any United Farm Workers of America, ALF-CIO picket line of another company and sanctioned by the Union.

B. Each individaul worker shall have the right to make his free choice to cross or not cross any sanctioned picket line as defined above.

C. The provisions of this ARTICLE are not limitations in any way on the rights of the Company as set forth in ARTICLE XXXV Grower-Shipper Contracts. The provisions of ARTICLE

VII, Health and Safety; also apply.

ARTICLE XIV - DISCRIMINATION

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

ARTICLE XV - LOCATIONS OF COMPANY OPERATIONS

The Company shall provide the Union upon request the exact locations of the Company's leased or owned property for use by the Union representatives pursuant to Article XVI, Right of Access to Company Property.

ARTICLE XVI - RIGHT OF ACCESS TO COMPANY PROPERTY

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

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

C. The Union shall advise the Company of the names

of its duly authorized and designated representatives.
Union representatives shall identify themselves upon request.

ARTICLE XVII - MANAGEMENT RIGHTS CLAUSE

It is the intention hereof that all of the rights, powers, prerogatives, and authorities that the Company "has historically exercised" are retained except those specifically abridged or modified by this Agreement; including, but not limited, to: the right to hire, promote, discharge or discipline for cause, and to maintain discipline and efficiency of employees. In addition, the products to be grown or harvested, the schedules of production, the methods, processes and means of production or harvest are solely and exclusively the responsibility of the Company, including the nature of equipment or machinery used and the right to change, discontinue, or modify equipment and machinery. Furthermore, it shall be the responsibility of the Company to direct and supervise all employees, to assign and transfer and layoff employees, to make work and safety rules, and to determine when overtime shall be worked and if required, and to determine the size of crews and hours of work. The Company's failure to exercise the rights reserved to it, or its exercise of them in a particular way, shall not be deemed a waiver of said rights or of its right to exercise them in some other way, not in conflict with the express terms of this Agreement.

ARTICLE XVIII NO STRIKE CLAUSE

A. There shall be no strikes, work stoppages, slowdowns, boycotts, job or economic action, interruptions of work or other interference with the conduct of the Company's business by the Union, nor shall there be any lockouts by the Company.

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

C. Workers covered by this Agreement shall not engage in any strike, work stoppage, slowdown, job or economic action, or other interruption of work or interference with the conduct of the Company's business.

D. The Company may discipline or discharge any workers who engage in any of the activities referred to above. Such discipline may include loss of seniority.

E. If the Company believes that the Union and/or the workers are violating this Article, the Company will request an immediate meeting with the Union representative. If the Company and the Union representative are unable to resolve the problem at this meeting, or if the Union is not readily available to meet with the Company, the Company may seek immediate legal action to enjoin such violation, including legal fees incurred, notwithstanding the provisions of Article XXVI, Grievance and Arbitration. However, the Company shall not seek money damages in court for breach of this article without first

exhausting the provisions of Article XXVI, Grievance and Arbitration procedure.

ARTICLE XIX - SUBCONTRACTING

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

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

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

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

ARTICLE XX - New Operations

In the event any new experimental operations, commodity, container, or classification shall be installed by the Company, the Company shall have the right to temporarily set the wage scale or working conditions, but shall notify the Union of such action, and within fifteen (15) days thereafter the Union, the Company, and representatives thereof, shall agree upon a wage scale and working conditions. In the event such wage scale and working conditions cannot be agreed upon mutually by the Company and the Union, the same shall be submitted to the Grievance and Arbitration procedure for determination. Any wages agreed upon shall be effective from the installation of such new or experimental operations, commodity, container, or classification, or a significant change in an existing classification.

ARTICLE XXI - DUES AND INITIATION FEES

The Company agrees to deduct dues and initiation fees each month from the earnings of its employees covered by this agreement pursuant to the Union Security article. Deductions of union dues and/or initiation fees shall be forwarded to the designated office of the UNITED FARMS WORKERS OF AMERICA, AFL-CIO. The Company shall include a report of all employees covered

by this agreement listed by name and social security number.

Union dues and/or initiation fees deducted pursuant to this agreement shall be forwarded with the report described in the above paragraph to the union prior to the twentieth (20th) day of the succeeding month.

ARTICLE XXII - RECORDS AND PAY PERIODS

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

B. Union shall have the right, upon reasonable notice to the Company, to examine time sheets, work production or other records that pertain to workers' compensation, but in no case shall this provision be exercised more than twice per month and shall be limited to time sheets, and pack out sheets for the commodity involved.

ARTICLE XXIII - WORKING RULES

Work rules established by the Company shall be posted at suitable locations, and a copy of any such rules shall be sent to the Union. Rules in conflict with provisions of this agreement shall be invalid.

ARTICLE XXIV . - DISCHARGE AND WARNING NOTICES .

The Company will not discharge or suspend any employee without just cause, but in respect to discharge or suspension, the Company shall give at least one warning notice before such action is taken, except in the case of dishonesty, flagrant insubordination or drinking intoxicating beverages, when no warning notice will be required.

Warning notices must be issued within seventy-two (72) hours after the occurrence or discovery of the violation claimed by the Company in such warning notice. Such warning notice shall be given to the employee in writing and a copy mailed to the Union at the time of issuance. Any warning notice shall be considered to be automatically protested. A warning notice shall remain in effect for a period of (6) months from date of issuance only.

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

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

ARTICLE XXV . - BULLETIN BOARDS

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

ARTICLE XXVI - GRIEVANCE AND ARBITRATION

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

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

C. FIRST STEP: Any grievance arising under this Agreement shall be immediately taken up between the Company supervisor involved and the Union steward. They shall use their best efforts to resolve the grievance. In the event the grievance is not immediately satisfactorily resolved, the grieving party shall reduce the grievance to writing and set forth the nature of the grievance. A grievance regarding a discharge of an employee must be filed in writing within five (5) days of the discharge. All other grievances must be filed in writing within thirty (30) days of the occurrence of the

grievance or thirty (30) days of the discovery thereof. The failure of the grieving party to file a grievance within the time limits specified in this paragraph shall waive the grievance.

D. STEP TWO: Any grievance not resolved in the First Step shall be discussed in a meeting between the Grievance Committee comprised of no more than two persons plus a Union Representative and an equal number of Company representatives not later than ten (10) calendar days after the filing of the grievance. If the grievance is not satisfactorily resolved in such meeting, the party receiving the grievance shall give a written response to the other regarding its position including reasons for denial within ten (10) work days from the close of the Step Two meeting. If the party receiving the grievance fails to respond within said ten (10) work days such party shall be considered to have withdrawn its objection to the grievance and the grievance shall be granted in the grieving party's favor. A Union representative may fully participate in the grievance meeting.

E. STEP THREE: If the grieving party is not satisfied with the written response, it must file a written notice to the other party within ten (10) calendar days of the receipt of such written response. Failure to file with said time period shall waive the grievance. If timely written notice of appeal is given, the matter shall be referred to arbitration. The arbitrator shall consider and decide the grievance referred to him. The arbitrator shall not have the authority or jurisdiction to modify, add to, detract from, or alter any provision of this Agreement.

F. The arbitrator in his descretion may render a bench decision, or shall allow briefs. The arbitrator shall issue a decision in writing to the parties within fifteen (15) days after the date briefs are to be filed. The decision of the arbitrator shall be binding on the Company, the Union and the workers. All expenses and salaries of the arbitrator shall be borne equally by the parties. Each party shall pay the cost of presenting its own case.

G. SELECTION OF THE ARBITRATOR: Not later than one week (unless there is mutual agreement to extend this time period) after the execution of this Agreement and each six (6) months thereafter, if requested by either the Company or the Union, a panel of eleven (11) arbitrators shall be requested from either the American Arbitration Association or the Federal Mediation and Conciliation Service for potential disputes. Upon the request of either party additional lists of arbitrators shall be requested.

The parties will make a good faith effort to agree on an arbitrator for a particular dispute. In the event they are unable to agree, they shall alternately strike names from the list until one name remains. That name shall be the person designated as arbitrator for the dispute. ~~The party to strike first shall be selected by a coin toss.~~ Every six (6) months, either party may request a new list of arbitrators for the purpose of selecting arbitrators for future disputes.

ARTICLE XXVII - MECHANIZATION

In the event the Company engages in future mechanization of any operation of the Company that will permanently displace workers, the Company 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 will use in conjunction with Article VI - Hiring.

ARTICLE XXVIII - ROBERT F. KENNEDY FARMWORKERS MEDICAL PLAN

A. The Company shall upon date of signing commence contributing \$.36 per hour and commencing July 16, 1981, contribute \$.38 per hour for each hour worked by each worker throughout the remainder of the contract.

B. The monies and a summary report shall be remitted to the Plan monthly on or before the twentieth (20th) of every month covering the preceeding monthly payroll at such address as designated by the Administrator of the Plan.

C. Union will provide the Company with the schedule of benefits provided for the workers at all location. In or about July of each year, the Union shall provide the Company with copies of the following: (1) Actual Summary Plan Description; (2) Annual Summary Report; (3) Notice of benefit changes. Furthermore, the Union will provide the Company with copies of all claims experience studies prepared for the Plan's trustees by its consultant, the Western Benefits Plan Consultants, Inc.

ARTICLE XXIX - JUAN DE LA CRUZ FARMWORKERS PENSION PLAN

A. The Company shall upon date of signing commence contributing \$.19 per hour; commencing July 16, 1981 contribute \$.20 per hour; and commencing July 16, 1982 contribute \$.21 per hour for each hour worked by each worker to the Juan de la Cruz Farmworkers Pension Fund.

B. The monies and a summary report shall be remitted to the Plan monthly on or before the twentieth (20th) of every month covering the preceeding monthly payroll at such address as designated by the Administrator of the Plan.

C. In or about July of each year, Union will provide Company with the Summary Annual Report and Summary of Plan Benefits reflecting changes in the benefits as required by ERISA.

ARTICLE XXX - VACATIONS

Vacation pay shall be granted to eligible workers who qualify for such vacations. Each employee shall use a year commencing with his date of employment to determine his vacation rights. Workers shall be eligible in the calendar year following the first anniversary of continuous employment and annually thereafter for vacation pay and a one week vacation, provided that in order to qualify for vacation pay the worker shall work the hours set forth below in the prior calendar year. Vacation pay shall be the percentage specified below of the worker's gross Company earnings in the qualifying calendar year.

- 1) 500 hours to 999 hours - 1%.
- 2) 1000 hours or more - 2%

The employee who has qualified for a vacation shall be allowed time off, with the consent of the Company, as specified herein with no loss of seniority. A worker who has maintained his seniority for four (4) or more consecutive years shall receive double the above vacation benefits.

Vacation is to be taken at such a time as will cause the least disruption of company work and within work categories, primarily during the winter months (November to April).

Vacation benefits will be paid annually during the time period, December 15 to January 15.

ARTICLE XXXI - HOLIDAYS

Holidays Paid if Worked

The following holidays shall be paid for at the rate of one and one-half (1½) times the straight time hourly rate of pay for all hours worked: Christmas, New Years, Memorial Day, July 4th, Labor Day, Thanksgiving, and Good Friday.

Holidays Paid Whether Worked or Not (Paid Holidays):

The following holidays shall be paid for at eight (8) times the employee's hourly rate, or piece rate average hourly earnings, within the commodity, whether worked or not. Piece rate average hourly earnings shall be computed as the crew average piece rate hourly earnings earned in the preceding payroll period.

Labor Day, Christmas, Memorial Day, July 4th and Good Friday. Effective 1982, Thanksgiving shall be added as a paid holiday.

Eligibility for Paid Holidays:

1. The employee must be a seniority employee who worked at least five (5) days within the fourteen (14) days immediately preceding the holiday; and
2. The employee must also have worked his last regularly scheduled work day before the holiday and the next regularly scheduled work day after the holiday.
3. An employee who is absent from either the last regularly scheduled work day before the holiday or the next regularly scheduled work day after the holiday because of excused illness shall qualify for holiday pay provided the employee qualifies under 1. above.

It is understood that employees who for any reason do not work the required five (5) days in paragraph 1 above, or who miss the last regularly scheduled work day before the holiday or the next regularly work day after the holiday for a reason other than excused illness, do not qualify for holiday pay.

Employees working on a holiday falling on a Sunday shall not be entitled to the benefits of Article XXXII - Overtime.

ARTICLE XXXII - OVERTIME

All hours worked by hourly and piece rate employees on Sunday shall be paid at one and one half (1½) times the employees hourly

rate or piece rate average hourly earnings computed on the previous payroll period.

All hours worked before 6:00 a.m. on any calendar day shall be paid at one and one quarter (1½) times their regular rate of pay.

Hourly workers other than irrigators required to work over ten (10) hours in any calendar day shall be paid at the rate of one and one half (1½) times their regular hourly rate for time worked in excess of ten (10) hours.

ARTICLE XXXIII - FUNERAL LEAVE

In the event a death in the immediate family (father, mother, wife, husband, son, daughter, brother or sister), a seniority employee shall be entitled to what he would have earned had he been working for the Company, not to exceed three (3) days, to make funeral arrangements and to attend the funeral. A leave of absence without pay shall be granted, upon request, for such additional time as the employee requires, pursuant to Article VIII Leaves of Absence.

ARTICLE XXXIV - JURY DUTY

When an employee is first notified of a call for jury duty, he shall immediately inform the Company in writing of such notification. If a seniority employee serves on a jury, he shall be paid by the Company the difference between the fees he receives as a juror, and what he would have received had he been working for the Company instead of serving on the jury.

ARTICLE XXXV - GROWER-SHIPPER CONTRACTS

It is recognized by Company and Union that various types of legal entities are used by growers and shippers in the agricultural industry, including partnership, joint venture, and other legal contractual arrangements, in the growing, packing, harvesting and selling of agricultural crops. Neither the Company nor the Union shall prevent the Company from entering into these legal arrangements by any of the provisions of this Agreement, nor will the Company subvert the Union by entering into these legal arrangements. In addition, and whenever it is possible for the Company to perform the work of weeding, thinning or hoeing, the Company will do so, it being the intent to provide jobs for bargaining unit workers.

In the event the Company enters into a partnership, joint venture, or other legal contractual relationship with a grower and/or shipper for the growing, packing, harvesting or selling of a crop, Union agrees not to interfere with or prevent in any manner the growing, packing harvesting or selling of any of the crops in which Company may have such an interest; provided such partnership, joint venture or other legal contractual relationship was entered into by Company prior to any economic action by Union against any other party to the partnership, joint venture or other legal contractual relationship, and it is understood the filing of a petition under the Agricultural Labor Relations Act does not constitute interference under this paragraph.

The protections given by Union to Company under the provisions of this article shall not be operative for a period in excess of the crop year or twelve (12) months, whichever is less, or in the event there are economic or other sanctions by the Union against any party to the partnership, joint venture or other legal contractual relationship at the time of entry thereof.

ARTICLE XXXVI - SAVINGS CLAUSE

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

ARTICLE XXXVII - SUPERVISORS AND FAMILY MEMBERS

Company supervisors and members of the Employer's family may continue to perform bargaining unit work that they have traditionally performed in the past, to the extent that they have performed such work in the past, and provided that steady bargaining unit workers are not displaced thereby.

ARTICLE XXXIII - INCOME TAX WITHHOLDING

The Company shall deduct Federal and State income tax in accordance with standard practices with scheduled deductions for workers agreeing in writing to such withholding.

ARTICLE XXXIX - MODIFICATION

No provision of this Agreement may be amended, modified, changed altered or waived except by written document executed by the parties hereto. This Agreement shall be the entire Agreement for the duration thereof unless modified as above.

ARTICLE XXXX - REPORTING ON PAYROLL DEDUCTIONS AND FRINGE BENEFITS

All contributions due hereunder on fringe benefit plans shall be computed on the preceding monthly payroll for every worker covered by the Collective Bargaining Agreement. In conjunction therewith, a monthly summary report will be submitted before the 20th of every month covering the preceding monthly payroll for which contributions for fringe benefits are due. The monthly summary report shall include the employees' names, social security numbers, total hours worked by workers, total number of workers and amount of contributions; and shall be sent along with the monies to the addresses as designated by the Administrators of the respective funds.

ARTICLE XXXXI - DURATION OF AGREEMENT

This Agreement shall be in full force and effect from November 1, 1980 and shall continue in full force and effect through July 15, 1983. This agreement shall automatically renew itself from year to year from the expiration date hereof unless either of the parties shall give notice in writing to the other party sixty (60) days prior to the expiration, requesting negotiations for a new agreement or modification of this agreement, together with thirty (30) days prior written notice to the State Conciliation Service.

This Agreement is executed this 4st day of NOVEMBER, 1980.

H.H. MAULHARDT PACKING CO.

UNITED FARM WORKERS OF AMERICA,
AFL-CIO

BY:

M. Maulhardt

BY: _____

BY:

Peter Cohen

BY: _____

BY: _____

BY: _____

BY: _____

WAGES

General Labor

November 1, 1980	-	\$5.00
July 16, 1981	-	\$5.60
July 16, 1982	-	\$6.10

Irrigator

November 1, 1980	-	\$5.00
July 16, 1981	-	\$5.60
July 16, 1982	-	\$6.10

In addition to the above minimum hourly rates, irrigators shall receive 3¢ per joint of pipe moved.

Tractor Driver

November 1, 1980	-	\$5.78
July 16, 1981	-	\$6.38
July 16, 1982	-	\$6.88

Broccoli

		<u>Fresh</u>	<u>Freezer</u>
November 1, 1980	-	\$.44/carton	\$.023/packed out pound
July 16, 1981	-	\$.47/carton	\$.024/packed out pound
July 16, 1982	-	\$.50/carton	\$.025/packer out pound

Part time tractor driver - one hour guarantee per day

November 1, 1980	-	\$5.10
July 16, 1981	-	\$5.70
July 16, 1982	-	\$6.20

SUPPLEMENTAL AGREEMENT

H.H. MAULHARDT PACKING CO. - UNITED FARM WORKERS OF
AMERICA, AFL-CIO

This agreement between H.H. Maulhardt Packing Co. and the United Farm Workers of America, AFL-CIO modifies the agreement between these parties executed on November 1, 1980 according to ARTICLE XXXIX of that agreement.

The Company and the Union agree that medical coverage for the Company's agricultural workers under the Robert F. Kennedy Medical Plan should take effect December 1, 1980 to prevent any temporary lapse in the workers' coverage. However, in order to accomplish this, the Union advises the Company that payment into the Union medical fund must be made in November based on the workers' October 1980 hours rather than in December based on November 1980 hours.

In order to comply with the spirit and intent of the November 1, 1980 agreement between these parties, the Company agrees to make its initial payment into the Kennedy medical fund in November 1980 based on the workers' October 1980 hours. The Union agrees to make the effective date of the Juan de la Cruz pension fund January 1, 1981 with the first Company payment due in February 1, 1981 based on the agricultural employees' January 1981 hours.

These changes in the effective dates of the Kennedy medical plan and the de la Cruz pension plan shall be incorporated into the trust agreements for these plans.

Executed this 1st day of November, 1980.

H.H. MAULHARDT PACKING CO.

UNITED FARM WORKERS OF AMERICA, AFL-CIO

BY:



BY:

