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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

NISH NOROIAN FARMS

AND

THE UNITED FARM WORKERS OF AMERICA, AFL-CIO

PARTIES

THIS AGREEMENT and SUPPLEMENTAL AGREEMENTS attached hereto are between NISH NOROIAN FARMS, hereafter called "the Company," and THE UNITED FARM WORKERS OF AMERICA, AFL-CIO, hereafter called "the Union." The parties agree as follows:



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

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

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

ARTICLE 2

UNION SECURITY

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

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

C. The Company agrees to deduct from each worker's pay initiation fees, all periodic dues, and assessments as required by the Union, upon presentation by the Union of individual authorizations signed by workers, directing the Company to make such deductions. The Company shall make

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such deductions from workers' 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 authorizations, so long as such authorization is in effect, and shall remit monies weekly. The Company shall provide a monthly summary report as soon as possible, but no later than the twentieth (20th) day of the month following the ending date of the previous month's pay period in containing the names of the workers, Social Security numbers, payroll periods covered, gross wages, total hours worked per worker, total number of workers and amount of Union dues deducted during such pay periods from each worker. Union will furnish the forms to be used for authorization and will notify the Company in writing of dues, assessments and initiation fees within five (5) days of the execution of this Agreement and five (5) days before the effective date of any change.

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

E. Union shall indemnify and hold 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 Company for the purpose of compliance with any of the provisions of the Article.

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ARTICLE 3

HIRING

A. The Union shall operate and maintain a facility whereby Company may secure new or additional workers. The Union will notify Company of the address and telephone number of each facility nearest each operation of the Company and the name of the person in charge of the facility.

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

C. Whenever at the beginning of any operating season in any area of operation of Company, the Company anticipates the need for new or additional workers to perform any work covered by this Agreement, the Company shall, at least two (2) weeks prior to the date of anticipated need for such workers, notify the facility of the Union designated in Section A in writing, stating the number of workers needed, the type of work to be performed, the estimated starting date of the work and the approximate duration thereof. The Company shall notify the Union promptly of any change in estimated starting date; however, the Company shall give the Union the exact starting date no later than forty-eight (48) hours prior to the actual date for commencement of the work.

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

E. When workers are requested of the Union, Union shall use its best efforts to furnish the requested number of workers. If the Union does not furnish the requested number of workers on the date requested, the Company shall be free to procure needed workers not furnished by the Union from any other source. If the Company secures workers under the provision of this paragraph, the Company will make available to the Union, in writing within five (5) days thereafter, the names, Social Security numbers, date hired and job classifications of all workers so hired, provided, however, that the Union shall be entitled, acting on its own, to ascertain such information from such workers at any time after twenty-four (24) hours following the hiring of such workers, provided, further, that work is not interrupted. Grievances relating to this paragraph shall be subject to the Expedited Grievance and Arbitration Procedure.

F. When the Company requests workers from the Union facility for jobs which require skills or experience (such as tractor drivers, irrigators) the Union will refer workers who meet the job requirements. Before the Company makes a

determination that a referred worker does not meet the job requirement, the supervisor will fully explain the job duties and requirements and give the worker a reasonable time to meet the job requirements. Discharges shall be subject to the 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 seven (7) days in advance of any layoff, or as soon as possible, prior to any layoff.

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

ARTICLE 4

SENIORITY

A. After a worker has worked for the Company at least fourteen (14) 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 within the ninety (90) days. Whenever a commodity or crop season is less than twenty-eight (28) calendar days, a worker shall acquire seniority in that commodity or crop, 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. Seniority shall be lost for the following reasons only:

1. Voluntary quitting.
2. Discharge for just cause.
3. When on layoff fails to report within three (3) working days after being called unless satisfactory reasons are given.
4. When the worker fails to report to work at the termination of a leave of absence or vacation without an approved extension as per ARTICLE 11, Leave of Absence, of this Agreement.
5. When any worker leaves the bargaining unit to accept a supervisory or other position with the Company outside the bargaining unit.

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

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

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

E. The Company, when anticipating the recall of seniority workers, shall notify the worker and the Union, not less than two (2) weeks prior to the estimated starting date of the work and the approximate duration thereof. The Company

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shall then notify the worker when to report for work, allowing reasonable time to report. All such notice of recall shall be a joint recall bearing the title of the Company and the Union. There shall be no recall by labor contractors. It is understood that the provisions of Article 3, Hiring, Section B, apply to the recalled worker.

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

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

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

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

In the event the Union and the Company agree to a local seniority provision different from ARTICLE 4 of the Contract signed herein, the Union and the Company agree to review and revise, if agreed upon, said local provision only, one (1) year after the signing of this Agreement, if either party so requests.

ARTICLE 5

GRIEVANCE AND ARBITRATION PROCEDURE

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

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

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

D. FIRST STEP:

Any grievance arising under this Agreement shall be immediately taken up between the Company supervisor involved and the Union Steward. They shall use their best

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

STEP TWO:

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

STEP THREE:

If the foregoing fails to produce settlement, the matter shall be referred to the arbitrator selected by the parties within thirty (30) days. The arbitrator shall consider and decide the grievance referred to him. In cases where more than one (1) grievance is referred to arbitration the arbitrator may hear them at one time to expedite hearings.

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The arbitrator shall not have the authority or jurisdiction to modify, add to, detract from, or alter any provision of this Agreement. Within that limitation, among other things, he shall have authority to award back pay for any loss of earnings from the Company, including the right to revoke any form of discipline including discharge. He shall also have the authority to apply the Agreement and order compliance by all parties within the terms of the Agreement.

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

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

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

SELECTION OF THE ARBITRATOR:

The parties will make a good faith effort to agree on an experienced and impartial arbitrator. In the event they are unable to agree, and not later than one (1) 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) arbitrator shall be requested from either the American Arbitration Association or the Federal Mediation and Conciliation Service.

After receipt of the lists, the parties shall meet to select an arbitrator. If the parties cannot agree upon the selection of an arbitrator, then they shall choose an arbitrator by alternately striking names from the list. The person to strike first shall be selected by a coin toss. That party shall strike the first name from the list. The name remaining after each party has struck five (5) shall be the person designated as the arbitrator. However, every six (6) months, either party may request a new list of arbitrators and require a new meeting as discussed in this paragraph to select a new arbitrator.

E. EXPEDITED GRIEVANCE AND ARBITRATION:

The parties agree that the primary purpose of the grievance procedure is to resolve grievances as speedily as possible and maintain good relations between the Union, the Company and the workers.

It is recognized that there are times and that there are certain issues that may arise, wherein it is to the best interest of all concerned to have a resolution of the matter more quickly than provided in the above procedures.

Accordingly, it is agreed that grievances specified

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elsewhere in this Agreement as subject to the expedited Grievance and Arbitration Procedure may, at the request of the grieving party, and with written notice to the other party, be expedited to arbitration.

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

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

G. In the event that any dispute causes a work interruption of any kind, the parties agree to make an immediate joint effort to end such interruption which may include contacting the arbitrator. The arbitrator shall order an end to such interruption, personally, if possible, or by telephone, and shall immediately attempt to resolve the dispute. This in no way alters the obligation or liability of either party under the Collective Bargaining Agreement.

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ARTICLE 6

NO STRIKE CLAUSE

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

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

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

ARTICLE 7

RIGHT OF ACCESS TO COMPANY PROPERTY

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

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

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

ARTICLE 8

DISCIPLINE AND DISCHARGE

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

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

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

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

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

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

unsatisfactory work performance. Discharge and other disciplinary actions are subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 9

DISCRIMINATION

In 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 10

WORKER SECURITY

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

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

C. The provisions of this ARTICLE are not limitations in any way on the rights of the Company as set forth in ARTICLE 38, Grower-Shipper Contracts. The provisions of ARTICLE 14C, Health and Safety, also apply.

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ARTICLE 11.

LEAVES OF ABSENCE

LEAVES OF ABSENCE FOR UNION BUSINESS

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

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

1. Written notice shall be given by the Union to the Company at least two (2) days prior to commencement of any such leave;

2. This section shall not apply to operations during critical periods such as the first and last weeks of the harvest, if it would harm operations. The Company shall not act arbitrarily in determining whether or not to give leaves.

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OTHER LEAVES

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

(1) For Jury Duty or Witness Duty when subpoenaed.

(2) A worker who serves in the U.S. Military and notifies the Company and Union in writing prior to leaving for such service, and reports for work within 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 the Company had he or she remained in Company's continued employ, provided, however, any renewal of enlistment beyond the original one will serve to break seniority unless such action violates the Selective Service Act.

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

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

All leaves in excess of three (3) days shall be in writing on approved leave of absence forms provided by the Company. Such forms shall be signed by the Company representative, the worker requesting the leave, and 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 termination of the original leave, provided however, that a request for an extension may be submitted simultaneously with the request for leave of absence for valid personal reasons, if the worker has special circumstances which require additional time.

Leaves of absence schedules, under this section, where more workers have applied for a leave of absence at the same time than can be spared by the Company, shall be allocated on the basis of seniority with the worker having the highest seniority having first preference for that leave 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 12

MAINTENANCE OF STANDARDS

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

The Union and the Company agree that during the negotiations which resulted in this Agreement they have fully negotiated and agreed to the terms of the Company's contributions to the R. F. K. Farmworkers Medical Plan and the Juan De La Cruz Farmworkers Pension Fund. Said terms of contribution as set forth herein, sets forth the Company's total obligation in respect to a medical and pension plan, and that, therefore, the obligations of Article 12 do not extend to any medical or pension plan maintained by the Company prior to this Agreement.

ARTICLE 13

SUPERVISORS

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

ARTICLE 14

HEALTH AND SAFETY

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

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

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

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

D. In accordance with law, there shall be adequate toilet facilities, separate for men and 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, equipment and protective garments necessary to perform the work or to safeguard the health of or to prevent injury to a worker's person shall be provided, maintained and paid for by the Company. Workers shall be responsible for returning all such equipment that was checked out to them, but shall not be responsible for breakage or normal wear and tear. Workers shall be charged actual cost for equipment that is not broken and not returned. Receipts for returned equipment shall be given to the worker by the Company.

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

H. When a worker who applies agricultural chemicals is on the Company payroll, one baseline cholinesterase test and other additional tests shall be taken on those workers so

employed at Company's expense when organo-phosphates are used and, if requested, results of said test(s) shall be given to an authorized Union representative.

I. Any violation of this ARTICLE shall be subject to the Expedited Grievance and Arbitration Procedure.

ARTICLE 15

MECHANIZATION

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

ARTICLE 16

MANAGEMENT RIGHTS

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

ARTICLE 17

UNION LABEL

The parties recognize the value and importance of the Union label. The parties wish to ensure that the public will not be defrauded by a misuse of the Union label.

Therefore, the parties agree as follows:

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

LABELS

- (1) Trademark registration;
- (2) Printing source;
- (3) Number of labels used.

B. The Union label and Union seal are and shall remain the sole property of the Union. During the term of this Agreement, Company shall be entitled to the use of said label and seal. It is agreed that during the term of this Agreement each shipping package or container, harvested and packed by Union members and shipped by Company shall bear the Union label or seal. In this regard, Company shall not sell, transfer, or assign its right to use said label or seal except upon written permission of Union. The color, size and placement of the label or seal on particular packages or containers shall be determined by the Company.

C. SECURITY CLAUSE. In the event of Company's misuse of the Union label or seal on packages or units harvested and packed by non-union workers, it is recognized that such misuse will cause damage to the Union. In the event that the Union revokes the Union label or seal, it shall give reasonable notice to the Company and the Company

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agrees to return same forthwith or if same cannot be returned,  
then, on request of Union, the label or seal shall be completely  
obliterated on all packages, containers or units.

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

ARTICLE 18

NEW OR CHANGED JOB OPERATIONS

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

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ARTICLE 19

HOURS OF WORK, OVERTIME, AND WAGES

A. DAILY OVERTIME:

(1) All hourly workers, except tractor drivers, shop personnel and irrigators shall be paid a premium of Thirty-five Cents (\$.35) per hour for all hours worked in excess of eight (8) hours in any one day.

(2) Tractor drivers and shop personnel shall be paid time-and-one-half their hourly rate of pay for all hours worked in excess of ten (10) hours in any one day.

SATURDAY OVERTIME:

(1) All hourly workers, except tractor drivers, shop personnel and irrigators shall receive a premium of Thirty-five Cents (\$.35) per hour for all hours worked in excess of five (5) hours on Saturday.

SUNDAY OVERTIME:

(1) All hourly workers, except irrigators, shall receive time-and-a-half their regular rate of pay for all hours worked on Sunday.

(2) Hourly irrigators shall receive time-and-a-quarter their regular rate of pay for all hourly paid work performed on Sunday. 24-hour shift irrigators are not considered hourly workers and are exempt from the provisions of this paragraph.

B. NIGHT SHIFT PREMIUM:

Night shift shall apply for Tractor Operators Class A and Class B who work a majority of their shift between the hours of 6:00 P.M. to 6:00 A.M. for which night shift, the worker shall be paid a premium of Twenty-five Cents (\$.25) per hour for all hours worked.

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

D. Mealtime breaks shall be one-half ( $\frac{1}{2}$ ) hour and are not compensated for nor counted as hours worked under the provisions of this Agreement.

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.

F. When a worker is working as a trainee for qualification for a higher rated 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 20

REPORTING AND STANDBY TIME

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

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

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

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

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

ARTICLE 21

REST PERIODS

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

ARTICLE 22

VACATIONS

Vacation pay shall be granted to eligible workers who qualify for such vacations. Workers shall be eligible in the fiscal year following the first anniversary of continuous employment and annually thereafter for vacation pay and a one (1) week vacation, provided that in order to qualify for vacation pay the worker shall work the hours set forth below in the prior fiscal year. Vacation pay will be the percentage specified below of the worker's gross Company earnings in the qualifying fiscal year.

Hourly workers	- 1000 & up	- 2%
Piece-rate workers	- 700 & up	- 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.

Commencing January 30, 1977, and thereafter, a worker who has maintained his seniority for four (4) or more consecutive years shall receive double the above vacation benefits.

ARTICLE 23  
BEREAVEMENT PAY

To make funeral arrangements and to attend the funeral of a member of the immediate family (father, mother, child, brother, sister, husband or wife, mother-in-law, or father-in-law), the worker who has worked for the Company at least five (5) days, including days off on excused absences, during the two (2) weeks preceding the week of the funeral will be paid what he 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 24

HOLIDAYS

A. Commencing with the effective date of this Agreement, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day shall be paid holidays.

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

B. To be eligible for a paid holiday not worked, a worker must work at least five (5) days during the two (2) payroll weeks immediately preceding the payroll week in which the holiday falls, and must work the scheduled workdays both immediately before and after the holiday.

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

C. Any work performed on the above-listed holidays shall be paid for at the rate of one and one-half ( $1\frac{1}{2}$ ) times the regular rate of pay and shall be in addition to the worker's regular earnings on that day.

D. "Citizenship Participation Day" shall be designated as the first Sunday of June. All workers qualifying under "B" above shall receive holiday pay as provided herein.

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

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 Company for the purpose of compliance with "D" above.

ARTICLE 25

JURY DUTY AND WITNESS PAY

Workers who have worked at least five (5) days during the two (2) weeks preceding the week in which the following events occur shall receive the benefit of this Article. A worker will be paid jury duty or witness pay for testifying in any legal proceeding not between the parties for any such days of work missed due to the performance of such service. Jury duty or witness pay is defined as the difference between the fees received by such worker for performing such service and what he would have received had he been working for the Company for each day of service. To receive pay under this ARTICLE the worker must provide Company with a copy of notice summoning him to appear and if so requested, documentary evidence of the amount of fees received for performing such service.

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ARTICLE 26

TRAVEL ALLOWANCE

A. When Company furnished transportation is available, workers using such transportation shall receive daily travel allowance based upon the following schedule from the place designated where the worker is told to report for the transportation and the job site:

40 - 64 road miles: ½ hour each way  
65 - 89 road miles: 1 hour each way  
90 - 119 road miles: 1½ hours each way  
120 road miles & over: 2 hours each way

B. When Company furnished transportation is not available and workers furnish their own transportation, they shall receive daily travel allowance as provided above.

C. The travel allowance shall be paid at the worker's hourly or standby rate of pay. Any hours paid under this Article shall not be counted as hours worked for purposes of computing overtime hours; however, shall be counted as hours worked for all other purposes of this Agreement.

D. If the Company provides adequate lodging for an employee and the employee chooses not to stay in such lodging, the employee shall not receive travel allowance and the provisions of this Article shall not apply.

ARTICLE 27

RECORDS AND PAY PERIODS

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

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

ARTICLE 28

INCOME TAX WITHHOLDING

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

ARTICLE 29

CREDIT UNION WITHHOLDING

Upon proper written authorization from a worker 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, or such other address as designated by the Administrator of the Fund.

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ARTICLE 30

ROBERT F. KENNEDY FARM WORKERS MEDICAL PLAN

A. The Company shall, commencing May 1, 1978, contribute to the Robert F. Kennedy Farm Workers Medical Plan, Sixteen and One-Half Cents (16½¢) per hour for each hour worked for all workers covered by this Agreement. Contributions due shall be computed on the basis of Sixteen and One-Half Cents (16½¢) for every hour worked during the preceding monthly payroll period by every worker covered by the Agreement. Contributions due shall be deposited with such bank as designated by the Administrator of the Plan. Said deposits shall be made or mailed not later than the twentieth (20th) day of the month following the ending date of the previous month's payroll period. A summary report in accordance with ARTICLE 33 shall be remitted to Robert F. Kennedy Farm Workers Medical Plan, Post Office Box 92169, Los Angeles, California 90009, or such other address as designated by the Administrator of the Plan.

B. The Company will pay premiums and assure that where workers were covered by any other plan, there will be no lapse of coverage prior to June 1, 1978.

ARTICLE 31

JUAN DE LA CRUZ FARM WORKERS PENSION FUND

The Company shall contribute to the Juan De La Cruz Farm Workers Pension Fund, Fifteen Cents (15¢) per hour for each hour worked by all workers covered by this Agreement, commencing May 18, 1978.

The contributions to be made by Company pursuant to this ARTICLE 31 shall be deposited into and remain in an interest-bearing trust account until such time as a formal pension plan has been developed for farm workers by Union and the Internal Revenue Service has issued an advance determination that such plan meets the requirements of Part I of Subchapter D of Chapter 1 of the Internal Revenue Code of 1954. Upon receipt of a copy of such advance determination, Company shall promptly take all actions required to be performed by it in order to cause such impounded contributions to be transmitted to the Plan Trustees.

In accordance with ARTICLE 33, the monies and a summary report shall be remitted to the Juan De La Cruz Farm Workers Pension Fund at Post Office Box 39122, San Francisco, California 94139, or such other address as designated by the Administrator of the Fund.

ARTICLE 32

MARTIN LUTHER KING FUND

The Company shall, during the term of this Agreement, contribute to the Martin Luther King Fund, Five Cents (5¢) per hour for each hour worked by all workers covered by this Agreement, commencing May 18, 1978. Expenditures or investments of contributions shall be solely restricted to those charitable and educational purposes for which federal tax exempt status has been granted to the Fund. The contributions shall not be expended to the detriment of the Company. The Martin Luther King Fund shall obtain and maintain federal tax exemption and all contributions by the Company to the Fund shall be deductible under the Internal Revenue Code.

— In accordance with ARTICLE 33, the monies and a summary report shall be remitted to the Martin Luther King Fund, Post Office Box 80762, Los Angeles, California 90080, or such other address as designated by the Administrator of the Fund.

ARTICLE 33

REPORTING ON PAYROLL DEDUCTIONS AND FRINGE BENEFITS

All contributions due herein on the fringe benefit plans shall be computed on the preceding monthly payroll period for every worker covered by the Collective Bargaining Agreement. In conjunction therewith, a monthly summary report will be submitted on or before the 20th of every month covering the preceding monthly payroll for which contributions for fringe benefits are due. The monthly summary report shall include the employees' names, social security numbers, total hours worked by workers, total number of workers and amount of contributions.



ARTICLE 35

BULLETIN BOARDS

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

ARTICLE 36

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

ARTICLE 37

SUBCONTRACTING

The parties understand and agree that subcontracting may be necessary and proper. Subcontracting may be necessary in areas such as land leveling, custom land work, precision planting, agricultural chemicals and where specialized equipment not owned by the Company is required. It is understood and agreed that the Company shall not subcontract to the detriment of the Union or bargaining unit workers.

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

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

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

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

ARTICLE 38

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 that 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 partnerships, joint venture or other legal contractual relationship was entered into by the 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 protection given by the Union to the 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 39

LOCATION OF COMPANY OPERATIONS

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

ARTICLE 40

MODIFICATION

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

ARTICLE 41

SAVINGS CLAUSE

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

ARTICLE 42

SUCCESSOR CLAUSE

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

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

ARTICLE 43

DURATION OF AGREEMENT

This Agreement shall be in full force and effect from May - 18 , 1978 to and including January 1, 1979. This Agreement shall automatically renew itself upon expiration of this Agreement unless either of the parties shall have given notice in writing to the other party sixty (60) days prior to the expiration, requesting negotiations for a new Agreement, together with thirty (30) days prior written notice to the State Conciliation Service. During this sixty (60) day period all terms and conditions of this Contract shall remain in full force and effect.

Executed this 18 day of May, 1978.

UNITED FARM WORKERS OF  
AMERICA, AFL-CIO

NISH NOROIAN FARMS,

BY \_\_\_\_\_

BY Nish Noroian

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) JOB DESCRIPTIONS )

TRACTOR OPERATOR "A"

Precision planting, precision application of agricultural chemicals and/or fertilizers, precision border driving, motor grading in building roads and building ditches and/or listing. An employee so classified shall receive the rate of the classification for all time worked including time, if any, in classifications carrying a lesser rate of pay. Operator may be required to make minor equipment adjustments and routine maintenance on equipment.

TRACTOR OPERATOR "B" AND MISCELLANEOUS EQUIPMENT OPERATOR

Includes all other tractor operations and equipment operators except for those activities listed in classification TRACTOR OPERATOR "A" or other tractor driver classifications. When an employee is required to perform any task covered by a higher rated job except for minor equipment adjustments and routine maintenance during the course of a workday, he shall be paid at the rate of the higher rated job for the time worked on such job on such day.

GENERAL FIELD & HARVESTING WORKER

The classification covers general field harvesting and miscellaneous duties not otherwise covered by other wage classifications or new or changed operations that may be subject to ARTICLE 18: NEW OR CHANGED JOE OPERATIONS.

THIN & HOE

Using the appropriate equipment and method, workers will remove excess plant growth in accordance with the instructions of the Company. Company shall not require the use of the short-handled hoe.

IRRIGATOR

Installs, moves and services the appropriate irrigation systems for the distribution of water to the farming operations as directed by the Company.

WATER TRUCK DRIVER

Classification covers driving of truck equipped with a permanently mounted water tank; driver as directed will water dirt roads on the ranch; and may entail driving on public highways.

Operator may make minor adjustments; operator required to have a state driver's license.

APPENDIX "A"

WAGES

<u>JOB CLASSIFICATION</u>	<u>NOW</u>	<u>7/16/78</u>
GENERAL FIELD & HARVESTING	\$3.55	\$3.70
THIN & HOE	3.55	3.70
IRRIGATION:		
IRRIGATOR	3.60	3.75
SHOVELER	3.60	3.75
PIPE LAYER	3.60	3.75
24-HOUR SHIFT RATE	86.40	90.00
TRACTOR DRIVER "A"	4.375	4.525
TRACTOR DRIVER "B"	4.265	4.415
	<u>1978 SEASON</u>	
WATERMELON AND BANANA SQUASH	RATES OPEN*	

\* The parties agree that the watermelon and banana squash harvesting rates for the 1978 season are open and shall be negotiated between the parties at the time the harvesting begins.

APPENDIX "B"

NOTICE OF RECALL\*

BY

NISH NOROIAN FARMS AND UNITED FARM WORKERS OF AMERICA, AFL-CIO

TO: \_\_\_\_\_ DATE: \_\_\_\_\_  
\_\_\_\_\_  
SOC. SEC. # \_\_\_\_\_  
\_\_\_\_\_  
SENIORITY DATE: \_\_\_\_\_

In accordance with the provisions of Article 4 of the Agreement between Nish Noroian Farms and the United Farm Workers of America, AFL-CIO, you are hereby given official notice of recall for re-employment as a \_\_\_\_\_.

This work is anticipated to begin on \_\_\_\_\_ and the estimated duration is approximately \_\_\_\_\_ working days.

The exact starting date is subject to change. You may obtain the exact starting date by telephoning the Company office at 922-6134 or the Union office at 922-8884 or 357-6270.

Failure to report to work in response to this recall will result in your loss of seniority under Article 4, Section C-3.

\*NOTICE OF RECALL to be in Spanish.

SUPPLEMENTAL AGREEMENT NO. 1

This SUPPLEMENTAL AGREEMENT between NISH NOROIAN FARMS and the UNITED FARM WORKERS OF AMERICA, AFL-CIO, supplements and, as provided herein, modifies the AGREEMENT between these parties.

A. HIRING

It is understood by and between the parties that hiring is of major importance. The Union agrees that it will meet with the Company upon request to solve problems that may arise concerning the hiring of employees. The Union agrees to use its best efforts to resolve problems that the Company presents and to deal with emergencies as they arise.

The Company will follow the procedures in hiring as described in Article 3: Hiring of this Agreement. It is understood that if the Company calls the Union hiring hall after 4:00 p.m. on the day prior to the day for which workers are requested during the operating season, the Union will indicate their success at dispatching the workers requested. If at that time the Union has not dispatched the requested number of workers, the Company may obtain the additional workers requested from any other source.

The parties further agree that, in the event the Union does not operate a hiring hall facility in the Blythe area pursuant to Section A of Article 3: Hiring, at any time during the term of

this Agreement, the Company shall be exempt from the provisions of Article 3: Hiring, Sections C, D and F.

B. RECALL OF SENIORITY WORKERS

For purposes of clarification of Article 4: Seniority, Section E, the following applies:

(a) At the end of the operating season, the Company shall provide an appropriate form in order to secure the address of each seniority worker for recall notification.

(b) A worker shall notify the Company of any change in address whether it occurs during his or her employment with the Company or while on lay-off.

(c) Two (2) weeks before the start of any operating season the Company shall notify each seniority worker by postcard of the estimated starting date of the work and the approximate duration thereof. The "Notice of Recall" is attached hereto in Appendix "B". The Company shall provide the Union with a list of all seniority workers so notified.

(d) Four (4) days prior to the actual starting date of work, the Company, as in the past, through its foremen, shall advise seniority workers of the exact starting date of the work.

C. PAYDAY

Payday shall be weekly on Friday for all workers.

D. INJURY ON THE JOB

If a worker is injured on the job to the extent that medical care is required and the worker is unable to return to work, the Company will pay the worker's wages for the day of the injury, based on his or her hourly rate, if the worker is an hourly paid worker, or at the crew's average hourly piece-rate earnings for the day of the injury, if the worker is a piece-rate worker. The Company may require a doctor's statement or other evidence of medical care received.

E. EQUIPMENT

In accordance with the provisions of Article 14: Health and Safety, Section F of this Agreement, the Company shall provide all necessary equipment, including but not limited to the following:

TRACTOR DRIVERS:	Crescent wrenches Mask, goggles and overalls for spraying
IRRIGATORS:	Flashlight, bulbs and batteries Boots Raingear for sprinkler work
THIN AND HOE:	Long-handled hoes Gloves

F. VACATIONS

(1) A "fiscal year" under the provisions of Article 22: Vacations of this Agreement shall be July 1 through June 30.

(2) Vacations shall be paid annually to those workers who qualify under the provisions of Article 22: Vacations, by the 20th of July, effective July 20, 1978.

G. 24-HOUR SHIFT IRRIGATOR

The Company shall compute benefit contributions under the provisions of Article 30: Robert F. Kennedy Farm Workers Medical Plan, Article 31: Juan De La Cruz Farm Workers Pension Fund, Article 32: Martin Luther King Fund, and under the qualifying provisions of Article 22: Vacations, on the basis of sixteen (16) hours for each twenty-four (24) hour shift.

H. GENERAL LABOR CREW

(1) In muddy work conditions, thin and hoe workers shall be permitted to walk on top of the beds, or shall not be required to work.

(2) There shall be no doubling up of workers ("raiteros") in the rows while thinning and hoeing or turning vines in the watermelon. Each worker shall be assigned to his or her own row.

(3) When more than one foreman is present in a crew, the Company shall advise them not to give conflicting work instructions.

I. RETROACTIVITY

Within fifteen (15) days of the signing of this Agreement, the Company shall pay twelve-and-one-half percent (12½%) of his or her total gross earnings for calendar year 1977 to each and every agricultural employee who worked for the Company more than fourteen (14) days during this period.

J. WATERMELON AND BANANA SQUASH RATES

The parties agree that the watermelon and banana squash harvesting rates for the 1978 season are open and shall be negotiated between the parties at the time the harvesting begins.

SUPPLEMENTAL AGREEMENT NO. 2

SENIORITY

Article 4, Seniority, of this Agreement is applicable to the Company to the extent that it does not differ or conflict with the provisions of this Supplemental Agreement. Wherever this Supplemental Agreement does differ or conflict with this Agreement, this Supplemental Agreement shall apply and will supercede this Agreement.

A. The Company shall maintain a separate seniority list for each of the following:

- (1) Tractor Drivers and Machine Operators
- (2) Irrigators
- (3) Thin and Hoe Crew
- (4) Watermelons
  - (a) Cutters
  - (b) Pitchers
  - (c) Stackers
  - (d) Swampers
  - (e) Loaders
- (5) Banana Squash
- (6) Master List

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B. Where applicable, each worker shall have a seniority date with the Company, a seniority date within his or her commodity or crop operation, and a seniority date within his or her classification. The Master List shall be by date of hire with the Company and shall include all workers.

C. A break in seniority in one commodity operation shall not constitute a break in seniority in any other commodity operation. Each worker shall maintain seniority on each list separately until seniority is broken on that list.

D. Lay offs shall be in order of seniority with the worker having the least seniority being laid off first and the workers with the highest seniority being recalled first.

E. When a worker is promoted, he or she shall have a seniority date-of-entry in the new classification but retain his or her original Company seniority date for other purposes. A promoted worker shall retain his or her seniority date in his or her former classification for a period of thirty (30) days. At the end of this thirty (30) day period, the worker shall either establish a new seniority date from the day on which he or she entered the classification to which he or she is promoted, or return to his or her former classification with his or her original seniority date within that classification.

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F. Temporary vacancies, such as those created by a worker's short-term illness, injury or other temporary absence are not subject to posting as described in Article 4, Seniority, Section D. The Company shall, as far as possible, fill temporary vacancies with seniority workers.

G. A worker may request, and with the consent of the Company, be granted a layoff out of seniority order as work diminishes, provided there are sufficient workers to complete the work.

#### IRRIGATORS

H. The current practice of rotating 24-hour shifts among irrigators shall continue in order to provide approximately equal work opportunity to all irrigators.

#### SENIORITY LISTS

I. Appropriate seniority lists shall be posted upon the signing of this Agreement. The seniority list shall include the name of each worker, his or her Company seniority date, Social Security number and appropriate job or commodity classification and date. The seniority list for year-round workers shall be posted each three (3) months thereafter and the Company shall provide a copy to the local Union field office. The seniority list for each seasonal crop operation shall be posted for a period of two (2) weeks prior to the start of, and at the end

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of, each operation. An up-to-date seniority list shall be posted at the conclusion of each seasonal operation. The local Union field office shall be given a copy of said seasonal seniority lists at the time of posting.

J. Appeals concerning the accuracy of the lists may be made up to two (2) weeks after each posting is completed, provided however, that a worker not on the Company's payroll during such two (2) week period, shall have up to two (2) weeks to file a grievance on the accuracy of the seniority list after he or she returns to the Company's payroll; or, if a worker is not recalled, such worker shall have a right to file a grievance on the accuracy of the seniority list within three (3) months of the date on which he or she would have begun work. If the dispute remains after two (2) weeks, any unresolved matters relating to the seniority lists may be submitted to the Expedited Arbitration Procedure.

LETTER OF UNDERSTANDING

BETWEEN

NISH NOROIAN FARMS

AND

UNITED FARM WORKERS OF AMERICA, AFL-CIO

The parties agree that the scope of "all of the Company's agricultural employees in the unit set forth in Agricultural Labor Relations Board's certification in case number 75-RC-30-R" as described in ARTICLE 1, RECOGNITION of this Agreement does not include lettuce harvesting employees provided by Don Moorehead.

The parties agree that this collective bargaining agreement will cover employees who work in both California and Arizona, while they are working in Arizona, but not employees who work exclusively in Arizona.

The Company further agrees that it will continue its past practice of employing workers who live in California to do available work in the Company's farming operations in both California and Arizona, and that it is not the Company's intent to subvert the scope of this Collective Bargaining Agreement.

All Supplements and the Letter of Understanding have been  
executed on this 18 day of May, 1978.

UNITED FARM WORKERS  
OF AMERICA, AFL-CIO,

BY \_\_\_\_\_

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NISH NOROIAN FARMS,

BY Nish Noroian

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