

COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT, made and entered into on the July 29, 1970, by and between the party whose name appears on the signature page hereof under the designation of "Company" ("Company" herein) and UNITED FARM WORKERS ORGANIZING COMMITTEE, AFL-CIO (herein "Union").

The parties agree as follows:

SECTION I. RECOGNITION

A. Company does hereby recognize Union as the sole labor organization representing Company's agricultural employees (herein called "workers") and recognizes and agrees to treat and negotiate with Union as the sole and exclusive bargaining agent for and on behalf of such workers on properties owned or leased by Company, and all other workers employed by Company. The term "worker" shall not include office and sales employees, subcontract labor, and supervisory employees with the authority to hire or fire (herein called "Supervisors").

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

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

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

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

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

G. Any claim by Union that on-the-job conduct of any non-bargaining unit

employee is disrupting harmonious working relations may be treated as a grievance under the grievance procedures of this contract.

SECTION II. UNION SECURITY

A. Union membership shall be a condition of employment. Each worker shall be required to become a member of Union immediately following seven (7) continual calendar days of employment, and to remain a member of Union in good standing. Union shall be the sole judge of the good standing of its members. Any worker who fails to become a member of Union within the time limit set forth herein, or who fails to pay the required initiation fees, periodic dues or regularly authorized assessments as prescribed by Union shall be immediately discharged upon written notice from Union to Company. The preceding sentence is not intended to limit the grounds for determination of good standing.

B. Company agrees to furnish Union, in writing, a list of workers giving the names, addresses, ages, Social Security numbers and type of job classifications.

C. Company agrees to deduct from each worker's pay all initiation fees, periodic dues and assessments as required by Union, upon presentation of individual authorizations, signed by workers, directing Company to make such deductions. Company shall make such deductions from the workers' pay once monthly and shall remit same to Union not later than the 15th day of the following month. Vacation pay is subject to monthly dues deduction. Union will furnish the forms to be used for authorization. Company will furnish Union with a duplicate copy of all signed authorizations.

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

SECTION III. SUCCESSOR CLAUSE

The agreement to recognize the Union herein contained in Section I shall be binding upon the successors, administrators, executors and assigns of the parties hereto.

In the event a farming operation or part thereof is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership, bankruptcy or in any manner said farming operation or part thereof shall continue to be subject to said recognition agreement so long as said property is used for agriculture.

Company agrees to give notice of the provisions of this clause to any purchaser, transferee, lessee or assignee of the operation or part thereof covered by this agreement. Such notice shall be written. A copy of the notice shall be delivered to Union at the time that the agreement to transfer is made.

The foregoing notwithstanding this Successor Clause shall not apply

in the following instances:

A. In the event that the principal owner of Company should die during the terms of this contract his administrator, executor, heirs or widow, should she take title by joint tenancy or through the estate, shall not be bound by this Successor Clause but will be bound by all other terms of this agreement until transfer of the farming operation or part thereof is made by whomever is in control.

B. No mortgagee, trustee, or beneficiary of a Deed of Trust or other holder of a security interest in property which Company devotes to agriculture shall be bound by the provisions of this Successor Clause so long as such security interest was recorded prior to the execution of this contract. Company agrees that it will not employ any of its rights under any of the security devices presently encumbering its properties to defeat the intent of this Successor Clause.

SECTION IV. HIRING

A. Whenever Company requires workers to perform any work covered by this Agreement, it shall notify Union, 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. Said preliminary notice shall be given at least two weeks prior to the estimated starting date. Company shall give Union a further notice fixing the exact starting date at least forty-eight hours prior to the date fixed for actual commencement of^{the} work.

B. Upon receipt of said latter notice, Union shall use its best efforts to furnish the requested number of workers. If Union does not furnish the requested number of workers on the date of the beginning of the work, Company shall be free to procure needed workers not furnished by Union from any other source. If Company procures workers from any other source, it will make available to Union, in writing within seven (7) days thereafter, the names, Social Security numbers, job classifications, and addresses of all workers so hired, provided, however, that Union shall be entitled, acting on its own, to ascertain such information from such workers at any time after twenty-four hours following the hiring of such workers. Such workers shall be subject to the provisions of Section II of this Agreement.

C. The number of workers requested by Company shall be reasonably related to the amount of work to be performed in ratios related to Company's previous practices.

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

E. When filling vacancies and making promotions, demotions, transfers, layoffs, recalls from layoff or reclassification, preference will be given to

workers with the greatest seniority provided they have the qualifications to perform the work under normal supervision with reasonable efficiency.

F. Seniority will be defined as the total length of continuous service or actual days worked. Any authorized leave of absence or vacation will be deemed days worked if such time would have been work days. Seniority will not be accumulated during time not worked.

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

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

SECTION V. DISCRIMINATION

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

SECTION VI. 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.

SECTION VII. REPORTING AND STANDBY TIME

A. A worker paid on an hourly or piecework basis who is required to report for work and does report and is furnished no work or less than four hours of work for reasons other than Acts of God shall be paid at least four hours for that day at the worker's hourly rate of pay or the worker's average hourly piece rate earnings. The term "Acts of God" shall include, but not be limited to, a drop in allowable sugar content of any particular variety of grape during the first week of harvest only.

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

SECTION VIII. CAMP HOUSING

A. Allocation of available camp housing shall be on a non-discriminatory basis without favoritism. The factors of race, color, creed, religion, age, political belief, national origin or language spoken shall not be considered in distribution of available dwellings.

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

SECTION IX. WORKER SECURITY

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

B. No worker under this Agreement shall be required to perform work that normally would have been done by employees of another Company who are engaged in a strike, or to work on goods that will be handled or are destined to be handled by other workers engaged in strikebreaking.

SECTION X. CREDIT UNION WITHHOLDING

Upon proper written authorization from a worker, deductions as provided for in such authorization shall be made by Company for the Farm Workers Credit Union, and such monies forwarded to that organization at P.O. Box 894, Delano, California, 93215.

SECTION XI. LEAVES OF ABSENCE

A leave of absence without pay shall be granted to a worker for a reasonable period for any of the following reasons, without loss of seniority:

A. For jury duty or witness duty;

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

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

D. For valid personal reasons.

SECTION XII. DISCHARGE

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

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

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

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

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

SECTION XIII. LEAVE OF ABSENCE FOR UNION BUSINESS

A. Any worker elected or appointed to an office or position in Union shall be granted a leave of absence for a period of continuous service with Union. Fifteen (15) days' notice must be given the Company before the worker takes leave to accept such office or position or chooses to return to work. Such leave of absence shall be without pay. Seniority shall not be broken or suspended by reason of such leave.

B. A leave of absence without pay shall also be granted for temporary leave to conduct Union business provided reasonable notice is given.

SECTION XIV. RIGHTS OF ACCESS TO COMPANY PROPERTY

A. Duly authorized and designated representatives of Union shall be permitted on Company premises in connection with the normal conduct of Union affairs.

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

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

SECTION XV. RECORDS AND PAY PERIOD

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

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

SECTION XVI. BULLETIN BOARDS

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

SECTION XVII. ROBERT F. KENNEDY FARMWORKERS MEDICAL PLAN

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

SECTION XVIII. HEALTH AND SAFETY

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

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

B. DDT, DDD, ALDRIN, DIELDRIN and ENDRIN shall not be used. Other economic poisons which under any circumstances cannot be used without extreme danger to farm workers and consumers shall not be used.

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

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

The foregoing notwithstanding, it is agreed that no worker shall be required to enter a field which has been treated with parathion less than twenty-one (21) days after it has been treated with parathion.

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

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

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

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

G. Workers will have two (2) rest periods of ten (10) minutes which insofar as practical shall be in the middle of each work period.

H. Tools and equipment and protective garments necessary to perform the work and/or to safeguard the health of or to prevent injury to a worker's person shall be provided, maintained, and paid for by the Company; such as grape girdling knives, grape clippers, pruning shears and adequate shade for tractor drivers. Each worker shall be responsible for returning all equipment checked out to him except for breakage caused by normal wear and tear. Workers shall be charged actual cost of such equipment that is not broken and not returned.

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

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

K. No employer shall require any employee to go or be in any employment or place of employment which is not safe.

SECTION XIX. GRIEVANCE PROCEDURES

Section 1:

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

B. First Step:

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

C. Second Step:

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

Section 2:

A. If a grievance is not resolved as outlined in Section 1-C above, it may be referred to arbitration. The parties agree that each grievance referred to arbitration shall be arbitrated by an arbitrator chosen from a separate panel of five (5) arbitrators submitted by the Federal Mediation and Conciliation Service, except that in cases where more than one grievance is referred to arbitration on the same date and the grievances involve the same issue, they will be heard by the same arbitrator.

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

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

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

Section 3:

A. Grievance Committee:

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

B. Harmonious Working Relations:

Any claim by the Union that action on the job of any non-bargaining unit employee is disrupting harmonious working relations may be taken up as a grievance.

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

Holidays will be excluded.

D. Union Security or Hiring Disputes:

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

SECTION XX. UNION LABEL

The parties recognize the value and importance of the Union Label. The parties wish to ensure that the public will not be defrauded by a misuse of the Union Label. Therefore the parties agree as follows:

A. Company will supply following information at Union's request:

1. Labels

- a. Trade mark registration
- b. Printing source
- c. Number of labels ordered
- d. Number of labels delivered
- e. Number of labels used

2. Shipping Information

- a. Method of shipment whether by truck, rail, air or sea
- b. Name of shipper
- c. Name of broker
- d. Name of receiver
- e. Date of shipment and estimated time of arrival

B. The Union Label and the union seal are and shall remain the sole property of the Union. During the term of this Agreement, Company shall be entitled to the use of said label and seal. It is agreed that during the term of this Agreement each package 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.

C. Security Clause

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

of Section XXX shall become inoperative and the Union shall have the right to strike or boycott until said misuse has been discontinued. Such strike or boycott shall not work a termination of this contract.

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

SECTION XXI. MODIFICATION

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

SECTION XXII. SUBCONTRACTING

The parties understand and agree that the hazards of agriculture are such that subcontracting by the Company may be necessary and proper but it is also understood and agreed that the Company should not subcontract to the detriment of the Union. The parties consequently agree that the Company shall have the right to subcontract except where there may be employees who can adequately and sufficiently do the work without having to subcontract. The Company is free to subcontract where the Company does not have the necessary equipment to perform and carry out such work. The Company will notify the Union in advance of any subcontracting.

SECTION XXIII. MANAGEMENT RIGHTS

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

SECTION XXIV. CONTRACT SITUS

This contract shall be enforceable in the State in which the work is performed.

SECTION XXV. SAVINGS CLAUSE

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

SECTION XXVI. WAIVER OF BARGAINING

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area

of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the Life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not except as otherwise provided in this Agreement, be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

SECTION XXVII. JURY DUTY PAY

A worker will be paid jury duty pay for any days of work missed (not exceeding seven) due to the performance of such duty. Jury duty pay is defined as the difference between the fees received by such worker for performing such duty and his regular earning up to nine (9) hours per day for each such day of jury duty service. To receive pay under this provision, the worker must provide Company with a copy of notice summoning him to appear for jury duty and if so requested, documentary evidence of the amount of jury fees received for performing such duty.

SECTION XXVIII. VACATIONS

Vacations with pay shall be granted to eligible workers who qualify for such vacations. Workers shall be eligible in the calendar year following the first anniversary of employment and annually thereafter for a two-week vacation, provided that, in order to qualify for vacation pay such worker must have worked two thousand (2,000) hours in the prior calendar year. Vacation pay will be computed on the basis of the hourly rate (or his average hourly piece rate earnings) applicable on the last day worked prior to the vacation.

SECTION XXIX. HOURS OF WORK

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

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

C. For each hour worked in excess of nine (9) hours in any one day, the worker will receive an additional twenty-five cents (25¢). Should a worker work more than fifty-four (54) hours in any one week he shall be paid 25 cents for each hour worked in excess of 54 hours except irrigators.

There shall be no pyramiding of daily and weekly overtime.

SECTION XXX. NO STRIKE CLAUSE

A. There shall be no strikes of any type or boycotts by the Union nor shall there be any lockout by Company.

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

SECTION XXXI. RATIFICATION BY WORKERS

This contract shall take full force and effect upon its ratification by the workers provided that it is ratified within 30 days of the date upon which the parties have signed this agreement.

SECTION XXXII. WAGE RATES

The guaranteed minimum rate for all jobs in the grape crop shall be \$1.80 per hour effective July 29, 1970 to and including April 30, 1971.

Effective May 1, 1971, the minimum hourly rate for all jobs shall be \$1.95, to and including April 30, 1972.

Effective May 1, 1972 to and including ~~April~~ ^{July 5th 1973} 29, 1973 the minimum hourly rate for all jobs shall be \$2.05.

All hourly paid workers will receive a 10¢ per hour increase from 1969.

The combination rate for grape picking will be \$1.80 per hour and 20¢ per box.

During non-harvest season the Company may elect, in the grape crop, to pay \$1.75 per hour plus an incentive so long as it guarantees a minimum rate of \$1.80 per hour.

In all other crops the minimum guaranteed rate shall be \$1.75 per hour.

Appendix "A" which is attached hereto and made a part hereof sets forth those wage rates other than the minimum rates herein provided which shall apply.

SECTION XXXIII. DURATION

This Agreement shall be in full force and effect from the date of ratification to and including July 29, 1973.

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

UNITED FARM WORKERS ORGANIZING COMMITTEE, AFL-CIO

By Cesar E. Chavez

By _____

GIUMARRA VINEYARDS CORP.

By John Guimaraes
"Company"

GEORGE A. LUCAS & SONS

By George A. Lucas
"Company"

DAN TUDOR & SONS

By Dan Tudor
"Company"

STEPHEN PAVICH & SONS

By Stephen Pavich
"Company"

MORRIS FRUIT COMPANY

By Frank Pochigian
"Company"

M. CARATAN INC.

By M. Caratan
"Company"

PANDOL & SONS

By Pandol
"Company"

JACK & MARION J. RADOVICH

By Marion Radovitch
"Company"

MID STATE HORTICULTURE CO. INC.

By John Blum
"Company"

LOUIS CARIC & SONS

By Louis Caric
"Company"

A & N ZANINOVICH

By Nick Zanovich
"Company"

FRANK A. LUCICH CO. INC.

By Frank A. Lucich
"Company"

JACK G. ZANINOVICH FARMS

By Jack G. Zanovich
"Company"

NICK BOZANICH, JR.

By Nick Bozanich Jr
"Company"

VINCENT B. ZANINOVICH & SONS INC.

By Vincent B. Zanovich
"Company"

GENE RADOVICH & SONS

By Gene Radovitch
"Company"

JOHN PAGLIARULO INC.

By John Pagliarulo
"Company"

ANTON CARATAN & SON

By Anton Caratan
"Company"

SANDRINI BROS.

By Luigi Sandrini
"Company"

SAM BARBIC

By Sam Barbic
"Company"

VINCENT V. ZANINOVICH & SONS

By Vincent V. Zanovich
"Company"

JOHN DULCICH & SONS

By John M. Dulcich
"Company"

MARLIN BROTHERS

By John Marlin
"Company"

JAKE J. CESARE & SONS

By Jake J. Cesare
"Company"

JASMINE VINEYARDS

By Martin J. Zamboni
"Company"

M. B. ZANINOVICH, INC.

By Martin B. Zanovich
"Company"

MEMORANDUM OF AGREEMENT

July 29, 1970

Company and Union agree as follows:

1.) It is agreed that oranges are excluded from the provisions of Section I,A until Company either: (1) employs those who harvest oranges, with the exception of those workers who boost or supplement the work force, or (2) erects its own packing house for oranges, or (3) processes its oranges through a Union packing house. It is further agreed that until the agricultural employees who harvest oranges are covered by the terms of this Collective Bargaining Agreement, Union has the right to conduct strike and boycott activities which may affect these oranges. Further, those who perform supportive agricultural labor in oranges are covered by the terms of this agreement.

2.) Potatoes are excluded from the terms and conditions of this Collective Bargaining Agreement for 2 years from the effective date thereof and the Union has the right to conduct strike and boycott activities affecting potatoes provided, however, that tractor drivers and irrigators in potatoes are covered by the terms and conditions of this Agreement.

3.) In the event that the Company leases land to a third party, the lease will be subject to the provisions of Section III if the land is covered by Section I,A of this Collective Bargaining Agreement at the time the lease is executed. In the event that Company acquires land or rights to manage any farming operation, such acquisition shall be subject to Section I,A of this Collective Bargaining Agreement, and the terms and conditions of this Agreement shall apply.

(a) If the Employer leases, rents or transfers by any other arrangement, other than by a bona fide sale for value, land which is within the coverage of this Agreement and upon which agricultural operations are or can be carried on, then this Agreement shall apply to such land and operations. The Employer shall accordingly provide in any such lease, rental or transfer by any other arrangement, other than by a bona fide sale for value, that this Agreement and any succeeding agreement shall apply to agricultural operations if and when carried on the land involved in such transaction.

(b) If, after the date of execution of this Collective Bargaining Contract, any land coming within the terms of this Agreement is sold and the Employer agrees to manage and farm such land for the new owner, then this Agreement and succeeding agreements as long as Employer farms such land shall apply, and the Employer shall make this a condition of his managing or farming such land.

(c) Company agrees to inform and consult with Union before executing any lease allowed by this section.

4.) It is agreed between the Company and the Union that there are certain employees employed by the Company or who may be employed by the Company, the names of which are to be agreed upon by the Company and the Union, whom the Union claims have substantially impaired the Union's organizing efforts in the grape industry and who might disrupt the contractual relationship between Company and Union if their anti-Union activities are allowed to continue. Therefore Company agrees to carefully explain to said employees that they can no longer engage in such activities and that, if they continue to do so, they will be immediately fired.

Thereafter, upon presentation to Company by Union of written evidence of such activity (which is detrimental to Union in a substantial matter) by a named employee, the Company shall discharge said employee immediately. The above-mentioned employee may request a joint meeting of Union and Company before such action is taken. After such meeting, if Union still demands that said employee be fired, the Union shall so inform the Company in writing and the demand will be effected.

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

5.) All lawsuits pending against the Company which were filed by the Union on its behalf or on behalf of any of its members will be dismissed. All lawsuits filed against the Union or its members which were filed by the Company will be dismissed. All charges before the NLRB filed by the Company will be withdrawn and dismissed.

6.) Company agrees that it will buy no fresh grape crops unless all the agricultural labor producing such crops, such as harvest labor, pre-harvest labor, supportive labor and all other related agricultural labor is Union labor. This provision is effective as of July 29th, 1970. The following listed purchases having been made before this date and without knowlege of Union's position regarding this matter are exempted from the requirements of this provision.

A. Pandol & Sons	Oliva Dulcich - 380 acres Pete Divizich - 120 acres
B. M. Caratan Inc.	P. Jackovich - 40 acres Alicante Hronis - 40 acres Muscat

C. John Pagliarulo	Al Swanson Seedless - 30 acres Ribier - 20 acres
D. Marlin Brothers	Joe Seder Thompson Seedless - 7 acres
E. M.B. Zaninovich, Inc.	Juice - 100 acres
F. George A. Lucas & Sons	60 acres

Company agrees not to buy the crop of any employer whom the Union is striking, picketing and boycotting.

7.) There shall be no duplication of medical benefits which are unilaterally established by the Company and the benefits which are provided by the agreement with the Union. If the Company presently has a medical program or should institute one in the future, the employees shall be allowed to vote on which program they wish.

8.) Hiring Hall Procedure

A. Employers who hired directly will provide a list of workers employed by them in the 1969-1970 crop season.

B. Workers coming in to the Union Hiring Hall will be referred to their last employer as per the list provided by the Employer.

C. Priority in work referrals will be given in the following order.

1. Strikers
2. To grower of prior employment
3. New registrants

D. The seniority list will be composed of those strikers and workers that were employed as of the date of contract signing and those workers who are subsequently hired during the year.

E. Seniority will be maintained separately for each Company.

F. Union agrees that if more workers are referred than are requested in writing, Company is not required to hire such extra workers nor is Company required to pay them reporting and standby time.

If Company does not hire all workers which it has requested in writing then company is obligated to pay reporting and standby time to any worker not hired.

9.) Union agrees that in the event of an emergency a worker may be required to enter a field subject to the 21 day period prescribed in Section XVIII Subsection C. Any worker so required shall be provided with adequate protective clothing and equipment.

10.) With reference to the Collective Bargaining Agreement entered into by and between us this day, and the 10¢ hourly contribution to the Robert F. Kennedy Farm Workers Medical Plan specified therein, it is further agreed as follows:

A. Contributions due will be computed along with the weekly payroll on the basis of 10¢ for every hour worked during the pay period by every worker covered by the Collective Bargaining Agreement.

B. The weekly contributions due as so computed shall be deposited with the Crocker Citizens National Bank in Fresno on Deposit Tickets provided by the Plan. Said deposits will be made or mailed on the same day that the workers are given their paychecks. Deposit Tickets will be made out in triplicate with a copy sent to the Plan at Box 460, Delano, California 93215.

C. A monthly summary report will be submitted on or before the 15th of every month covering the preceding "month". The first said monthly report will cover the period commencing with the effective date of the Collective Bargaining Agreement and ending with the last day included in the last pay period of the same month. Subsequent monthly reports will be submitted covering the period not included in the prior report and ending with the last day of the prior month included in the last pay period of that month. Said summary reports will be made out in conformity with the sample reporting form attached hereto.

D. Within ten days of this date, each of the undersigned companies will execute and return to the Plan the "Employers' Memorandum of Agreement" and the "Non-Member Employer Acceptance of Terms of Trust Agreement and Subscription Thereto".

11.) Owners and their immediate family as specifically named are exempt from the bargaining unit and may work as they have in the past.

Dated: July 29, 1970. *9/17/70 JC*

UNITED FARM WORKERS ORGANIZING COMMITTEE, AFL-CIO

By *Cesar E. Chavez*

By _____

GUIMARRA VINEYARDS CORP.

By *John Guimarra*
"Company"

NICK BOZANICH, JR.

By *Nick Bozanich Jr.*
"Company"

GEORGE A. LUCAS & SONS

By *George A. Lucas*
"Company"

VINCENT B. ZANINOVICH & SONS INC.

By *Vincent B. Zaninovich*
"Company"

DAN TUDOR & SONS

By *Dan Tudor*
"Company"

GENE RADOVICH & SONS

By *Gene Radovich*
"Company"

STEPHEN PAVICH & SONS

By Stephen Pavich
"Company"

MORRIS FRUIT COMPANY

By Frank Poochigian
"Company"

M. CARATAN INC.

By M. Caratan
"Company"

PANDOL & SONS

By Paul J. Pandol
"Company"

JACK & MARION J. RADOVICH

By Marion Radovich
"Company"

MID STATE HORTICULTURE

By John B. Hingst
"Company"

LOUIS CARIC & SONS

By Louis Caric
"Company"

A & N ZANINOVICH

By Nick Zanovich
"Company"

FRANK A. LUCICH CO. INC.

By Frank A. Lucich
"Company"

JACK G. ZANINOVICH FARMS

By Jack G. Zanovich
"Company"

JOHN PACIARULO INC.

By John Paciarulo
"Company"

ANTON CARATAN & SON

By Anton Caratan
"Company"

SANDRINI BROS.

By Luigi Sandrini
"Company"

SAM BARBIC

By Sam Barbic
"Company"

VINCENT V. ZANINOVICH & SONS

By Vincent V. Zanovich
"Company"

JOHN DULCICH & SONS

By John M. Dulcich
"Company"

MARLIN BROTHERS

By John M. Zanovich
"Company"

JAKE J. CESARE & SONS

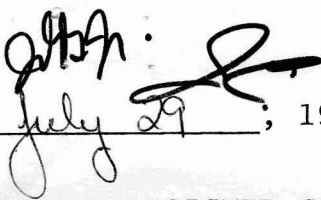
By Jake J. Cesare
"Company"

JASMINE VINEYARDS

By John M. Zanovich
"Company"

M. E. ZANINOVICH, INC.

By Mark E. Zanovich
"Company"


July 29, 1970

FROM: THE UNDERSIGNED COMPANIES

TO: UNITED FARM WORKERS ORGANIZING COMMITTEE, AFL-CIO

Gentlemen:

Company agrees to contribute to the Farm Worker Fund of the National Farm Workers Service Center, Inc., as follows:

1.) Two cents (\$.02) per box (or comparable unit) of table grapes, tree fruit, and other agricultural products picked and packed by the box (or comparable unit), plus

2.) Five cents (\$.05) per man hour for all workers (covered by the Collective Bargaining Agreement) engaged in harvesting grapes (other than table grapes) and other agricultural products not picked and packed by the box (or comparable unit). Such monies will be a direct contribution and not part of wages. Said contributions will be made on all agricultural products picked by workers covered by the Collective Bargaining Agreement signed this day by us.

Company further agrees that the aforesaid contributions shall be remitted as follows:

1.) Contributions hereunder shall be made for all agricultural products harvested during the term of the Collective Bargaining Agreement between Company and you; contributions will be remitted weekly, payable to "Farm Worker Fund, Nat'l Farm Workers Service Center, Inc.", commencing the date of the first payday following the effective date of our Collective Bargaining Agreement and continuing weekly thereafter through the last payroll in which agricultural products, subject to said Agreement, are harvested.

2.) Said weekly contributions shall be based on the total agricultural products harvested during the preceding weekly payroll period and shall be accompanied by a summary report showing: (1) the total number of boxes (or comparable units) of the various agricultural products picked during such weekly payroll period and the contributions due thereon, and (2) the total hours worked in harvesting each of the various crops not computed on a per box (or comparable unit) basis and the contributions due thereon. Said contributions and reports should be mailed to the Farm Worker Fund, Nat'l Farm Workers Service Center, P.O. Box 460, Delano, California 93215.

3.) Company will furnish the Union with the information, books, records, and reports necessary to verify the information contained in said weekly summary reports and the contributions due and payable hereunder.

Company further agrees to contribute \$.02 per box on all grapes picked prior to the effective date of this agreement and sold under the Union Label. Said contributions shall be remitted within one week after said grapes are stamped with the Union Label.

Very truly yours,

GIUMARRA VINEYARDS CORP.

By *John Giumarra*

GEORGE A. LUCAS & SONS

By *George A. Lucas*

DAN TUDOR & SONS

By *Dan Tudor*

STEPHEN PAVICH & SONS

By *Stephen Pavich*

MORRIS FRUIT COMPANY

By *Frank Pochygiann*

M. CARATAN INC.

By *M. Caratan*

PANDOL & SONS

By *Sam B. Pandol*

JACK & MARION (J.) RADOVICH

By *Marion Radovich*

MID STATE HORTICULTURE CO. INC.

By *Endre Blum*

LOUIS CARIC & SONS

By *Louis Caric*

A & N ZANINOVICH

By *Mark Zaninovich*

FRANK A. LUCICH CO. INC.

By *Frank A. Lucich*

JACK G. ZANINOVICH FARMS

By *Jack G. Zaninovich*

NICK BOZANICH, JR.

By *Nick Bozanich Jr*

VINCENT B. ZANINOVICH & SONS INC.

By *Mark Zaninovich*

GENE RADOVICH & SONS

By *Gene Radovich*

JOHN PAGLIARULO INC.

By *John Pagliarulo*

ANTON CARATAN & SON

By *George Caratan*

SANDRINI BROS.

By *Frank Sandrini*

SAM BARBIC

By *Sam Barbic*

VINCENT V. ZANINOVICH & SONS

By *Vincent V. Zaninovich*

JOHN DULCICH & SONS

By *Jack M. Dulcich*

MARLIN BROTHERS

By *John Marlin*

JAKE J. CESARE & SONS

By *Jake J. Cesare*

JASMINE VINEYARDS

By *Mark Zaninovich*

M. B. ZANINOVICH INC.

By *Mark B. Zaninovich*