

AGREEMENT

Between

The
ALMADEN VINEYARDS, INC.,

And

The
UNITED FARM WORKERS OF AMERICA,
AFL-CIO



1974

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	MEMORANDUM OF AGREEMENT

COLLECTIVE BARGAINING AGREEMENT

IT IS HEREBY AGREED BY AND BETWEEN ALMADEN VINEYARDS, INC. herein called the Employer, and the UNITED FARM WORKERS OF AMERICA, AFL-CIO, an unincorporated association, herein called the Union, as follows:

The parties agree as follows:

Section 1 - Union Recognition

(a) The Employer recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of all agricultural employees, and working foremen employed on all agricultural fields owned, leased or rented by the Employer, excluding office and clerical employees, guards and watchmen, plant employees, supervisors and any employees presently covered by an existing union agreement.

(b) The Employer 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 all covered employees.

(c) The Employer and its representatives will not undermine the Union or promote or finance any competing labor organization.

(d) The Employer and its representatives will not interfere with the right of any employee to join and assist the Union, and will make known to all employees that they will secure no advantage, more favorable consideration, or any form of special privilege because of non-membership in the Union.

(e) The Employer and its representatives will make known to all employees, supervisors and officers, its policies and commitments as set forth above with respect to recognition of the Union and that employees in the bargaining units should give the utmost consideration to supporting and participating in collective bargaining and contract administration functions.

Section 2 - Management Rights

The Employer retains any and all rights and prerogatives of management it enjoyed prior to the execution of this contract except as specifically and expressly limited or modified by the provisions of this contract.

Section 3 - Maintenance of Standards

The Employer agrees that all conditions of employment relating to wages, hours of work and general working conditions shall be maintained at no less than the highest standards in effect

at the locations covered by this Agreement at the time of the signing of this Agreement and conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

Section 4 - Mutual Respect and Obligations

The workers have the right to be free from arbitrary and unfair actions by management. The Employer has the right to receive a reasonable work pace from the workers.

Section 5 - No Discrimination

In accord with the past and present policies of the Employer and of the Union, it is agreed that neither party will discriminate against any employee on the basis of race, creed, color, sex, religion, national origin, or political beliefs. The Employer and the Union agree not to discriminate because of age in violation of Federal or California law.

Section 6 - Application of Agreement

This Agreement shall be binding upon the parties hereto, their successors and assigns. In the event an operation is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof. The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc., of the operation covered by this Agreement or any part thereof. Such notice shall be in writing, with a copy to the Union at the time the seller, transferor, or lessor executes a contract or transaction as herein described. (See attached letter signed by parties regarding fallow land.)

Section 7 - Supervisors and Bargaining Unit Work

(a) Supervisors outside of the bargaining unit shall not perform work regularly performed by employees in the bargaining unit except for instruction, training, experimental and development work, including the improvement of processes and testing of equipment and emergencies.

(b) The Employer agrees that this Section shall not be used for the purpose of avoiding the recall of bargaining unit workers from layoff or displacing bargaining unit workers from work they normally perform.

Section 8 - New Job Classifications

New job classifications and applicable wage rates may be established and made effective by the Employer in accordance with the following procedure:

(a) The Employer shall notify the Union of its intended action in writing prior to installing a new job classification and new rate.

(b) The Union, if it questions the Employer's action, shall do so in writing within five (5) days of the Employer's notice, and the parties shall meet with the Employer within five (5) days of such written notice for the purpose of arriving at an agreement on the intended action. Fifteen (15) days after the Employer's written notice, if no agreement has been reached earlier, then the Employer may make the job classification and the rate effective.

(c) If the Union thereafter still objects to the Employer's action, it may submit in writing within ten (10) days of the Employer's action the matter to the Arbitrator provided for in the grievance procedure, who shall decide the dispute.

(d) The scope of such arbitration shall be the establishment of the job classification, the job content and the job wage rate.

(e) The Employer shall not change or modify any present job so as to remove it from the bargaining unit.

Section 9 - Subcontracting

The parties understand and agree that the hazards of agriculture are such that subcontracting by the Employer is necessary and proper. They also understand and agree that the Employer should not subcontract to the detriment of the Union or bargaining unit workers by subcontracting work which in the past has been customarily and normally performed by employees of the Employer, for example, grafting and driving of stakes. They consequently agree that the Employer shall have the right to subcontract as it has in the past, if (1) the workers covered by this Agreement do not have the skills to perform the work, or (2) the Employer does not have the necessary equipment to do the work and the contractor supplying such equipment insists on using his own equipment operators, viz, for aerial dusting and spraying; ground spraying with poisonous spray; ground spraying requiring special equipment; contract grape hauling by truck; installation of permanent sprinkler pipes; major maintenance work, i.e., plumbing, electrical, carpentry, etc.; opening ditches and laying drain tile; major maintenance work on tractors and other equipment; and the like. The foregoing are examples only and are not intended as limitations on the Employer's right to subcontract. Reasonable advance notice will be given when subcontracting is to be done. At the request of the Union, contract grape hauling can be the subject of future discussion if conditions in the industry change with respect to this subject.

Section 10 - Discharge

(a) The Employer shall have the sole right to discipline

and discharge employees 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, the Employer shall notify a steward and/or a Union official and such Union steward shall be present when formal charges are made.

(c) The Union official(s) and/or steward shall have the right to interview discharged employees in private.

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

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

Section 11 - No Strike or Lockout

(a) There shall be no strike or boycott of any kind against the Employer or its products during the term of this Agreement, and there shall be no lockout against the employees during the term of this Agreement.

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

Section 12 - Picket Lines

(a) Refusal to cross a legitimate and bona fide picket line as defined in this Section shall not be deemed a violation of this Agreement. Such a picket line is one established and maintained by a union, acting independently of the Union party to this Agreement at or about the premises of an employer with whom it is engaged in a bona fide dispute over wages, hours or working conditions of employees of said employer, a majority of which employees it represents as their collective bargaining agency. Collusive picket lines, jurisdictional picket lines, hot cargo picket lines, secondary boycott picket lines, and informational picket lines and demonstration picket lines are not legitimate and bona fide picket lines within the meaning of this Agreement.

(b) No employee under this Agreement shall be required to perform work that normally would have been done by employees of another company that is engaged in a strike.

(c) If employees of another employer who are represented by the United Farm Workers of America but who are not covered by this Agreement, are engaged in a legitimate, bona fide, non-jurisdictional and non-collusive strike concerning wages, hours or working conditions, no employee under this Agreement shall be required to perform work hereunder respecting products that normally, without such strike, would be handled by employees of such other employer, if such products have been handled or are destined to be handled by other workers engaged in strike-breaking activities under established and legitimate union principles.

Section 13 - Union Security

(a) Union membership shall be a condition of employment. Each worker shall be required to become a member of Union immediately following three (3) 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 the Union within the time limit set forth herein, or who fails to pay the required initiation fee, or regularly authorized dues and/or assessments as prescribed by Union shall be immediately suspended or discharged upon written notice from Union to Employer, said notice shall specify whether worker in bad standing is to be suspended or discharged. The preceding sentence is not intended to limit the grounds for determination of good standing.

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

(c) The Employer agrees to deduct from each worker's pay all authorized dues and assessments as required by Union, upon presentation by the Union of individual authorizations signed by workers, directing Employer to make such deductions. Employer shall make such deductions from the worker's pay from the payroll period specified on authorization immediately following receipt of such authorization and periodically thereafter as specified on authorization so long as such authorization is in effect and shall remit same to union on date employees are paid for the pay period the deductions were made. The Union will furnish the forms to be used for authorization and will notify the Employer in writing of dues and assessments within five (5) days of the execution of this Agreement and five (5) days before the effective date of any change.

(d) The Union shall indemnify and hold Employer 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 Employer for the purpose of compliance with any of the provisions of this Section. The Employer agrees to cooperate with whomever the Union designates for a union membership inspection to be conducted periodically.

Section 14 - Hiring

(a) Whenever the Employer requires additional or new employees, or recalls employees from layoff, who will be covered by this Agreement, it shall notify the Union in writing, stating the number of employees needed, the type of work to be performed, the estimated hiring date of the work and the approximate duration thereof. Said preliminary notice shall be given approximately two (2) weeks prior to the estimated hiring date. The Employer shall give the Union further notice, fixing the exact hiring date at least seventy-two (72) hours prior to the date fixed for actual commencement of work. It is recognized that there are many occasions when additional employees, including replacements, are needed under circumstances not permitting the length of notice stated above. In such cases the Employer will give the Union as much notice as it has itself.

(b) Upon receipt of such notice, the Union shall use its best efforts to furnish the requested number of employees. If the Union is unable to furnish the requested number of employees, the Employer shall be free to hire needed workers from any other source. If the Employer hires workers from other sources, it will advise the Union in writing within forty-eight (48) hours thereafter of the names, addresses, Social Security numbers, 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. Such workers shall be subject to the provisions of Section 13 of this Agreement.

(c) For jobs which require skills or experience, such as tractor drivers, irrigators, etc., the Union will refer persons who meet the job requirements. The Employer agrees to provide on the job training for employees in the bargaining unit needed to fill expected vacancies in jobs requiring skill or experience, so that employees will have the opportunity to learn the necessary skills.

(d) The number of employees requested by the Employer shall be reasonably related to the amount of work to be performed.

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

(f) There shall be union seniority.

(g) The Union shall assume responsibility for the computation and accuracy of seniority. Seniority lists given the Employer shall be verified by the National Office of the Union.

(h) When filling vacancies or making promotions, transfers, demotions, reclassifications, layoffs and recalls from layoffs, preference will be given to workers with the greatest union seniority.

(i) Wherever a vacancy occurs in a job classification with higher rate than general labor, such vacancy shall be posted on the Company bulletin boards. A copy of such posting shall be provided the ranch committee. The posting shall be made at least five (5) days before the vacancy is permanently filled. Employees with seniority desiring consideration for the higher rated job will so indicate by signing the posting. The senior employee shall be selected for the vacancy and must demonstrate his qualifications to perform the job within a ten (10) day trial period. If such employee proves incapable of satisfactorily performing the job during the trial period he shall return to his former classification and rate. The Company will then select the next senior employee who applied when the job was posted.

Section 15 - Year-Round Permanent Employees

It is agreed that full time, year-round permanent employees (10 months per year) shall retain seniority on the ranch of their employment provided that such employment is continued.

Section 16 - Health and Safety

The Employer and the Union recognize the need to protect and conserve human life, water, soil and vegetation. The Employer and the Union, therefore, agree that:

(a) 2-4-D, 2-4-5-T, DDT, ALDRIN, DIELDRIN, ENDRIN, PARATHION and TEPP shall not be used. Other economic poisons shall not be applied without the necessary precautions.

(b) A joint Health and Safety Committee shall be established consisting of three (3) employee representatives selected by the Union and three (3) representatives selected by the Employer.

(c) The Health and Safety Committee shall be provided with notices on the use of pesticides, insecticides or herbicides as outlined in paragraph (d) herein. The Health and Safety Committee shall recommend the proper and safe use of organic phosphates. The Employer shall notify the Health and Safety Committee as soon as possible before the application of organic phosphate material. Said notice shall contain the information set forth in paragraph (d) below. The Health and Safety Committee shall recommend the length of time during which employees will not be permitted to enter a treated field following the application of organic phosphate pesticide. If the Employer uses organic phosphates, it shall pay for the expense of all employees applying such phosphates of one baseline cholinesterase test and other additional tests if recommended by a doctor. Results of all such tests shall be immediately given by the Employer to the Health and Safety Committee.

(d) The Employer shall keep the following records and make them available to each member of the Health and Safety Committee:

(1) A plan showing the use and location of fields and a list of the crops and plants being grown.

(2) Pesticides, insecticides and herbicides used including brand names plus active ingredients, registration number of the label, and manufacturer's branch or lot number.

(i) Dates and time applied or to be applied.

(ii) Location of crops or plants treated or to be treated;

(iii) Amount of each application;

(iv) Formulation;

(v) Method of application;

(vi) Person who will apply the pesticide;

(vii) Date of harvest.

(e) Protective garments, tools and equipment necessary to safeguard the health of, or to prevent injury to, an employee's person shall be provided, maintained, and paid for by the Employer.

The Employer shall also furnish pruning shears, safety glasses, gloves and overshoes where required to perform the work. Replacement of these articles by the Employer will be made only upon return of such articles when no longer usable because of reasonable wear and tear. Upon failure to return the article at such time or upon termination of employment, the cost of the article will be deducted from the employee's paycheck.

(f) No employee under this Agreement will be required to enter a field that has been treated with an insecticide or herbicide sooner than the time interval after such treatment which has been recommended by the Health and Safety Committee.

(g) There shall be adequate toilet facilities, separate for men and women in the field readily accessible to employees, that will be maintained in a clean and sanitary manner. These may be portable facilities and shall be maintained at the ratio of one (1) for every thirty-five (35) employees.

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

(i) Employees shall have a rest period of fifteen (15) minutes in the morning and fifteen (15) minutes in the afternoon which, as reasonable as possible, shall be in the middle of each work period.

(j) Adequate first aid supplies shall be provided and kept clean and sanitary in a dust-proof container; safe-keeping of same during work hours shall be the responsibility of the foreman, who may delegate such responsibility.

(k) Farm workers will not be required to work when to do so would endanger their health or safety.

Section 17 - Camp Housing

Housing on the Employer's premises shall continue on a non-discriminatory basis and without favoritism; the factors of race, color, creed, religion or national origin shall not be considered in the assignment of housing. (See letter signed by parties relative to housing.)

Section 18 - Jury Pay

For jury duty or when subpoenaed as a witness, an employee if a regular full-time, shall, while serving on jury duty, receive from the Employer the difference in pay between his jury pay and his regular earnings up to nine (9) hours per day for the duration of such jury service. To receive pay under this provision, the employee must provide the Employer with notice that he has been summoned for jury service and present the Employer with documentary evidence of the amount of jury fees received for jury service.

Section 19 - Leave of Absence - Illness or Personal Business

A leave of absence shall be granted to employees on the seniority list for any of the following reasons without loss of seniority:

(a) Up to two (2) years in the event of his illness or injury requiring absence from the job. The Employer may extend the period of such leave. Such leave is to be without pay.

(b) To attend to personal business if proper written notification is given to the Employer. Such leave is to be without pay and is granted as follows:

(1) Thirty (30) days per year if the employee has one (1) or more work years of continuous employment with the Employer.

(2) Thirty (30) days per year if the employee has less than one (1) year of continuous employment with the Employer.

The granting of a leave of absence for personal business under this subparagraph (b) is contingent upon the Union furnishing the Employer with a qualified replacement for any employee who desires such leave of absence, and is further contingent upon the employee not engaging in other employment during such leave of absence.

Section 20 - Leave of Absence for Union Business

(a) Any employee 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. Fifteen (15) days notice must be given the Employer before the employee 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, forty-eight (48) hours advance notice is given the Company. In emergency situations, however, the Union will give the Company as much notice as it has itself.

(c) The leaves of absence referred to in subparagraph (b) above shall not apply in critical periods such as harvesting, frost protection, and the last week of pruning if it would harm the Employer's operation.

Section 21 - Leave of Absence for Funerals

An employee will be granted a three (3) day leave of absence in the event of death in his immediate family. For the purpose of this Section, a member of the immediate family shall mean only persons who occupy relationship to the employee of father, mother, father-in-law, mother-in-law, spouse, brother, sister, son or daughter. In the event of leave of absence for death in the immediate family, the employee shall be paid his regular hourly rate or average piece rate earnings for his scheduled working hours on any day during such three (3) day leave on which he would otherwise have been scheduled to work, and no employee shall be paid under the provisions of this Section for any day falling during a vacation, leave of absence, or on a holiday. No extra pay allowance will be made for multiple or simultaneous deaths occurring within such three (3) day period. No pay shall be granted under the provisions of this Section where the employee does not attend the funeral of the deceased relative or the employee fails upon request to furnish the Employer with reasonable proof of death and evidence of the employee's attendance at the funeral.

Section 22 - Military Leave

An employee of the Employer 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 employee shall be granted a job equal to that he would have had with the Employer had he remained in the Employer's continued employ.

Section 23 - Right of Access to Employer Property

The Employer agrees to admit to the Employer's property covered by this Agreement the authorized representatives of the Union for the purposes of observing the application of this Agreement, and adjusting grievances. Union representatives shall advise the Employer of such visits in advance by notifying the Director of Personnel or his designated representative.

Section 24 - Bulletin Boards

The Employer will provide bulletin boards placed at such central locations as the Union may designate, subject to the approval of the Employer, upon which the Union may post its formal notices.

Section 25 - Tax Withholding

The Employer shall deduct federal and state income tax in accordance with standard practices, with scaled dependent deductions, for employees agreeing in writing to such withholding. This Section shall only apply if permitted by Federal or State law.

Section 26 - Credit Union Withholding

Upon proper written employee authorization, deductions as provided in such authorization shall be made by the Employer for the Farm Workers Credit Union, and such monies forwarded, on date employees are paid, to that organization at P. O. Box 894, Delano, California 93215.

Section 27 - Hours

A normal workday shall consist of nine (9) hours per day, and the normal workweek shall be Monday through Saturday. This is not to be interpreted as a guarantee by the Employer of any number of hours of work per day.

(a) Meal Time - Lunch time shall be one-half (1/2) hour.

(b) Premium Pay - Employees whom the Employer requires to work beyond nine (9) hours during any day, shall receive a differential of twenty-five (25¢) cents per hour over the regular hourly rate of pay for all hours worked in excess of nine (9) hours. This provision for premium pay applies only to hourly paid employees and not to employees working in classifications compensated on an incentive basis or by tonnage rates.

(c) Day of Rest - Each farm worker shall be entitled to one (1) full day (24 hours) off without pay each payroll week. Insofar as possible, the work shall be arranged so that each worker will have Sunday off.

(d) All hours worked on Sunday shall be paid at the rate of time and one-half.

(e) An employee scheduled to work during the workweek who does not report for work and is not excused will not be assigned Sunday work at time and one-half. The assignment will be made to the next senior qualified employee in the classification so required.

Section 28 - Reporting and Standby Time

(a) An employee 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 (4) hours of work for reasons other than an act of God, shall be paid at least four (4) hours for that day at the employee's hourly rate of pay, or the employee's average hourly piece rate earnings.

(b) An employee shall be paid for all time he is required to remain on the job at his hourly rate or average hourly piece rate earnings.

Section 29 - Records and Pay Periods

(a) Full and accurate records shall be kept, including total hours worked, piece rate or incentive records, total wages and total deductions. Employees shall be furnished a copy of the itemized wages and itemized deductions each pay day, which shall include the employee's daily wage and hour record.

(b) The Union shall have the right to examine time sheets, work production or other records that pertain to employees' compensation, in case of a dispute as to pay.

Section 30 - Vacations

(a) Vacations with pay shall be granted to eligible employees who qualify for such vacations. Each year employees shall be eligible for a vacation provided that, in order to qualify for vacation pay, employees must have worked one thousand (1,000) hours in the prior calendar year. Vacation pay shall be computed on the basis of the appropriate per cent of the employee's gross earnings from the Employer in the calendar year prior to the taking of the vacation. Calendar year in this paragraph means January 1 through December 31.

(b) An employee with one (1) or more years of service and subject to the provisions of (a) above will qualify for a two per cent (2%) vacation pay and one (1) week of vacation. An employee with two (2) or more years of service and subject to the provisions of (a) above will qualify for a four per cent (4%) vacation pay and two (2) weeks of vacation. An employee with ten (10) or more years of service and subject to the provisions of (a) above will qualify for a six per cent (6%) vacation pay and three (3) weeks vacation.

(c) If an employee's vacation period includes one of the holidays set forth in Section 31(a), his vacation period shall be extended to include such holiday. If an employee's vacation period includes one of the holidays set forth in 31(e), his vacation period shall be extended to include such holiday but without pay for that day.

(d) Vacation schedules shall be mutually agreed upon except if more employees, in the judgment of the Employer, want a particular vacation period than can be reasonably spared, the employee with the highest seniority shall have first preference for the vacation period.

(e) If an employee is entitled to a paid vacation and requests the pay so due him prior to taking the vacation, he shall be paid the sum of money to which he is entitled.

Section 31 - Holidays

(a) An employee shall receive nine (9) hours pay at his average hourly rate of earnings for the following holidays:

1. New Year's Day
2. Washington's Birthday
3. Good Friday
4. Independence Day
5. Christmas Day
6. Thanksgiving Day (except in election years when Election Day in November shall be substituted for Thanksgiving Day).

(b) In the event an employee works on any holiday enumerated in subparagraph (a) above, he shall be paid time and one-half (1-1/2) in addition to his holiday pay.

(c) When a holiday falls on a Sunday, the following Monday shall be observed as a holiday.

(d) To be eligible for holiday pay as provided in subparagraph (a) above, an employee must work at least one (1) day during the week in which the holiday falls, and, if work is available, work the workday next preceding and the workday next following the holiday. These requirements are waived if the employee is on leave of absence due to illness during the entire week in which the holiday falls.

(e) Work performed on the following named holidays shall be paid at time and one-half (1-1/2) the employee's regular rate of pay:

1. Memorial Day
2. Sixteenth of September

Section 32 - Robert F. Kennedy Medical Plan

Effective as of January 1, 1974, the Employer shall thereafter during the term of this Agreement, contribute to the Robert F. Kennedy Farmworkers Medical Plan ten (10¢) cents per hour for each hour worked by all employees covered by this Agreement.

Contributions will be computed weekly and deposited with such bank as designated by the Administrator of the Plan on deposit slips provided by the Plan. A weekly summary report containing the names of employees, Social Security numbers, total hours worked and a total count of workers shall also be prepared.

The weekly report and copies of deposit slips will be forwarded to the Administrator, P. O. Box 47, Keene, California 93531.

Section 33 - Grievance Procedure

(a) The parties to this Agreement agree that as to all differences, misunderstandings, or disputes which arise between the Employer and the Union out of the interpretation or application of this Agreement, including but not limited to discharges and wages, 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 Employer, 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) workday, the matter shall be taken up by an official of the Union and the Personnel Manager of the Employer. The positions of both parties shall be reduced to writing at this stage.

(d) Third Step - In the event that these parties cannot resolve the dispute within five (5) workdays, the matter shall be submitted to an impartial arbitrator for a decision which shall be final and binding on all parties. The said impartial arbitrator shall be selected by the parties. In the event that the parties are unable to agree upon an impartial arbitrator, he shall be selected from a list of five (5) persons submitted to the parties by the Federal Mediation and Conciliation Service. Each party shall alternately strike one name from said list (the first strike being determined by the flip of a coin) and the last name remaining shall be the impartial arbitrator. If said individual is unwilling or unable to serve, the next to last name struck from the list shall be the im-

partial arbitrator. If said individual is likewise unable or unwilling to serve, the parties shall request a new list of five (5) names from the Federal Mediation and Conciliation Service and the process shall be repeated.

(e) Grievance Committee - A grievance committee of five (5) employees shall be established by the Union which may participate at any step of the grievance.

(f) 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.

(g) Failure to File - the grievance within thirty (30) days from the date that such grievance came to the notice of the moving party shall constitute a waiver of said grievance, provided, however, that a grievance on discharge shall be filed within five (5) days from the date that it comes to the attention of the Union, 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.

(h) Union Security or Hiring Disputes - Disputes arising between the Union and the Employer under Recognition, Union Security or Hiring 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.

(i) Arbitration Procedures - All testimony taken at arbitration hearings shall be taken under oath, reported and transcribed. 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. The expenses and fees of the reporter and the cost, if any, of a hearing room shall be shared equally between the Employer and the Union. All other expenses incident to arbitration shall be borne by the party incurring them.

(j) Arbitrator's Authority - The impartial arbitrator shall not modify any provision or provisions of this Agreement. (See letter signed by parties attached hereto.)

Section 34 - Modification

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

Section 35 - Waiver

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 understandings 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 be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or 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 parties at the time that they negotiated or signed this Agreement, provided, however, that this waiver shall not be applicable to the creation of new jobs, changes in existing jobs, classifications or changes in existing practices with respect to hours or conditions of work.

Section 36 - 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 37 - Wages - Job Classifications & Descriptions

Appendix "A" which is attached hereto and made a part hereof sets forth the wage rates and effective date for work covered by this Agreement. All applicable wage rates shall be retroactive to January 1, 1974.

Section 38 - Citizenship Participation Day

The third Sunday of September of each year during which this Agreement is in effect shall be designated as "Citizenship Participation Day." All workers shall be given a paid holiday on "Citizenship Participation Day" and shall receive eight (8) hours pay at their average hourly rate of pay.

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

The Union shall indemnify and hold the Employer harmless from and against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, action taken by

the Employer for the purpose of compliance with any of the provisions of this Section.

Section 39 - Martin L. King Fund

Effective as of January 1, 1974, the Employer shall thereafter during the term of this Agreement, contribute to the Martin L. King Fund, five (5¢) cents per hour for each hour worked by all employees covered by this Agreement.

Contributions will be computed weekly and deposited with such bank as designated by the Administrator of the Plan on deposit slips provided by the Plan. A weekly summary report containing the names of employees, Social Security numbers, total hours worked and a total count of workers shall also be prepared.

The weekly report and copies of deposit slips will be forwarded to the Administrator, P. O. Box 47, Keene, California 93531.

Section 40 - Juan DeLa Cruz Farmworkers Pension Fund

(a) Effective as of the date of this Agreement, the Employer shall thereafter during the term of this Agreement, contribute to the Juan DeLa Cruz Farmworkers Pension Fund, five (5¢) cents per hour for each hour worked by all employees covered by this Agreement.

(b) Contributions will be computed weekly or on date workers are paid and deposited into an interest bearing escrow account. Said funds shall remain in the escrow account until such time as a plan is developed for Farmworker employees and approved by the Internal Revenue Service and all governmental agencies having jurisdiction.

(c) A summary report containing the names of employees, Social Security numbers and total hours worked shall also be prepared weekly or on date workers are paid.

(d) The summary report and copies of deposit slips will be forwarded weekly or on date workers are paid to: Juan DeLa Cruz Pension Fund, P. O. Box 62, Keene, California 93531.

Section 41 - Effective Date and Duration of Agreement

This Agreement shall become effective January 1, 1974 and continue in full force and effect until December 31, 1976.

In Witness Whereof, the parties have hereto caused this Agreement to be duly signed this 30 day of March, 1974.

George Henry 3/3/74 *William A. Doolittle 7/30/74*
Julius Pachella 7/3/74

Richard E. Clancy 7/2/74

Marshall Gay 3/3/74

Mark Byers

Salma Suenita

Paul W. King

Peter V. Mesa

Chas Medina

APPENDIX 'A'
(Rate Schedule)

Job Classification	January 1, 1974	July 1, 1974	January 1, 1975	January 1, 1976
General Labor (Note-add .05 when staking or stapling)	2.85	2.95	3.10	3.25
Pruning	3.15	3.25	3.40	3.55
Hand Mechanical	3.25	3.35	3.50	3.65
Irrigators	3.05	3.15	3.30	3.45
Bird Control	3.05	3.15	3.30	3.45
Equipment Operator	3.45	3.55	3.70	3.85
Crew Leader	3.45	3.55	3.70	3.85
Frost Protection	3.45	3.55	3.70	3.85
Equipment Maintenance Man	3.65	3.80	3.80	3.95
Truck Driver - Semi Class A	3.65	3.80	3.80	3.95
Building Maintenance Man Class 'A'	3.85		4.00	4.15
Class 'B'	3.45	3.55	3.70	3.85

APPENDIX "A"

Job Classifications and Description

<u>Job Classification</u>	<u>Description</u>
General Labor	Performs all field labor and general labor jobs such as planting, replanting, hoeing, suckering, tying, staking, training, spreading wire, stapling, hand loading trucks and trailers, and various other related activities in vineyards.
Pruning	Carries out assigned task as instructed. Knows and understands vine vigor and pruning methods as to company standards. Must wear approved safety glasses on the job and maintains pruning shears as per instructions.
Irrigators	Knows and understands irrigation system on the ranch assigned to. Repairs all minor pipe line breaks. Is available for extra hours work, including frost control which is covered at a higher rate. All above personnel are required to have a valid California drivers license.
Bird Control	Must obtain a valid California hunting license after qualifying for a hunter safety permit or certificate and be able to recognize certain species of birds.
Equipment Operators	Operates company equipment i.e., wheel tractors, tracklayers, backhoe, loader, forklift, 1-1/2 ton trucks, trenchers, and other gas and diesel engine driven equipment with proficiency. Services and make minor repairs of equipment as required. Reports all damage of equipment and property. All above personnel are required to have a valid California drivers license.
Crew Leader	Directs labor in a given area under the supervision of ranch management. Works on jobs which he is qualified for and is able to direct people under him. Keeps time of workers and maintains drinking water, cups, toilet facilities and other needed items for his crew.

APPENDIX "A"

Job Classifications and Descriptions

<u>Job Classification</u>	<u>Description</u>
Crew Leader (continued)	Time permitting, as per past practice, will perform same work of the crew being led. All above personnel are required to have a valid California drivers license.
Equipment Maintenance Man	Makes all repairs as required under the supervision of management. Knows and carries out servicing and maintenance procedures of field equipment and tools. All above personnel are required to have a valid California drivers license.
Frost Protection (Irrigators Only)	Must be available to assist with starting and shutting down frost protection systems. All above personnel are required to have a valid California drivers license.
Truck Driver (Class A)	Operates all equipment requiring a Class A (1) drivers license and reports all needed servicing to equipment support. All above personnel are required to have a valid California drivers license.
Building Maintenance Man	Must be able to do plumbing, painting, carpentry, and electric work on Company houses and structures. All above personnel are required to have a valid California drivers license.
Gardeners	Will do transplanting, potting, lawn mowing, watering, shrub and tree pruning, hedge trimming, fertilizing and minor repairs of gardening watering system.

MEMORANDUM OF AGREEMENT

Almaden Vineyards and United Farm Workers of America, AFL-CIO

Grape harvesting piece rates will be paid based on the following procedure:

1. Grape harvesting piece rates will be based on the actual tons yield per acre, per block. A block will be defined on an average of 25 to 30 acres, as per map description based on maps furnished by the Company to each crew Union representative.
2. Blocks that are being harvested and are not completed at the end of any pay period will be paid for on the regular pay day of the following pay period.
3. However, if for good business reasons, the Company discontinues the harvesting in any one block before it is completed, then the actual yield per acre shall be based on the actual yield per total acres of that block harvested up to the time that the harvesting was discontinued, and the workers will be paid for the part of that block on their regular pay day.
4. If harvesting is restarted on a block which had been discontinued for good business reasons, the actual yield per acre for that block will be based on the actual yield per acre of the balance left to be harvested.
5. Gondolas will be weighed in the field. Each worker shall be provided with a certified copy of the weight slip for each gondola weighed.
6. The scale man shall be provided with a duplicate copy of the daily picking sheet to be filled out by him showing individual gondola numbers and pounds of grapes, hours picked per gondola by crew. The grape variety and the block description shall be shown on the weight slip.
7. On grape harvesting piece rate work, workers will be guaranteed the minimum of the General Labor hourly rate as per Appendix "A" based on the hourly average earned at the completion of each block.

William A. Duffe 3/30/74
Almaden Vineyards, Inc. (Date)

David Burciaga 3/31/74
United Farm Workers of America, AFL-CIO (Date)

Almadén Vineyards

January 24, 1974

Mr. David Burciaga
Business Representative
United Farm Workers of
America, A. F. L. - C. I. O.

Dear Mr. Burciaga:

This letter will serve to confirm the understanding reached between the United Farm Workers and Almaden Vineyards, Inc. relative to Section 6 - Application of Agreement.

In the event the Company rents, leases, or assigns fallow land for the purpose of raising sheep, cattle, or grain crops the Union will exclude such land from the terms of Section 6 - Application of Agreement.

Copies of this letter, signed by the parties, will be an addendum to the labor agreement.

United Farm Workers of America, A. F. L. - C. I. O.

David Burciaga
Almaden Vineyards, Inc.

Date 3/31/74

William A. Duffe

Date 3/30/74

January 24, 1974

Mr. David Burciaga,
Business Representative
United Farm Workers of
America, AFL-CIO

Dear Mr. Burciaga:

For many years Almaden Vineyards, Inc. has provided housing rent free to a number of employees. Their only expense has been to pay the electric and gas bills. Presently, there are twenty-three (23) families residing in company dwellings.

The cost of maintaining all of these houses has been borne entirely by Almaden Vineyards.

An analysis of the situation reflects that the residents of these houses are, generally, in the higher wage levels. Their seniority is at a point that they have steadier employment than many others on the seniority roster. In fact, they are in the first fifty.

Be assured, Almaden Vineyards does not contemplate charging any rental or fees to the family to whom the dwelling is assigned.

The Company does, however, want the maintenance of the dwelling, other than registration certification, property taxes, insurance and the pumping out of septic tanks, to be the responsibility of the family occupying the house.

In the event the employee neglects the dwelling and fails to maintain it properly he will be requested to vacate the premises.

To clarify the phrase "maintain the dwelling properly", we mean repair broken windows, screens, doors, and/or floors. Any heating equipment, hot water heater or tank, plumbing or electric wiring, structural repairs or replacement will be the responsibility of the employee. If, however, the structural repairs or replacement are the result of normal wear and not carelessness or negligence on the part of the employee the Company will make the necessary repairs.

When a dwelling requires exterior or interior paint, the needed amount will be provided by the Company for the employee to apply.

Copies of this letter, signed by the parties, will be an addendum to the labor agreement.

Almadén Vineyards

POST OFFICE BOX 404. KING CITY, CALIFORNIA 95320

January 28, 1974

Mr. David Burciaga
Business Representative,
United Farm Workers
Of America, AFL-CIO

Dear Mr. Burciaga:

This letter will confirm our suggestion to you and your negotiating committee regarding a revision of the grievance procedure in our labor agreement.

The United Farm Workers are seeking ways and means of reducing the time intervals in the handling of grievances. As a means of accomplishing this goal they have proposed a labor-management committee type of procedure together with a permanent umpire or arbitrator to hear unresolved disputes.

The concept has merit. However, our company can not do it alone nor can we make a decision for other vintner companies. I hasten to point out that our company would only give consideration to such a structure if the other parties thereto were vintners. Also Mr. Burciaga, Almaden cannot make a decision of this kind for those other vintners.

Your organization has other agreements with vintner companies terminating in 1974. We, of course, have no knowledge as to their feelings or their corporate policy with respect to your proposed grievance handling method.

As a means therefore of resolving our immediate situation I recommend that we retain the existing grievance procedure in the agreement. (You will recall it was brought out in our meeting on January 24th, that Almaden has at no time delayed the processing of employee grievances).

Your negotiations with the other vintner companies will be concluded by January of 1975. If those companies are agreeable to the feasibility of your proposed grievance procedure, we, as a company, would be willing to meet with the Union and the other companies in the negotiation of a labor-management structure for the resolving of grievances.

If this suggestion meets with the approval of you and your committee, this letter can then be considered as an addendum to the labor agreement.


WILLIAM A. DEWITT, JR.
ALMADEN VINEYARDS, INC.

Date

3/30/74


DAVID BURCIAGA
UNITED FARM WORKERS OF AMERICA
AFL-CIO

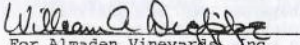
Date

3/31/74


CESAR CHAVEZ
For United Farm Workers of
America, AFL-CIO

Date

3/31/74


WILLIAM A. DEWITT, JR.
For Almaden Vineyards, Inc.

Date

3/30/74

ADDENDUM - Section 1 - Recognition

For all joint ventures, partnerships and any other form of agricultural business operations in which the Employer, or any of its principal officers now has, or in the future acquires an interest, but not less than twenty-five (25%) interest, the Employer shall use its utmost influence in persuading the above mentioned business operations to give all of their agricultural Employees through an impartially conducted election (by the Federal Mediation and Conciliation Service) the right to decide if they want to be represented by the United Farm Workers of America, AFL-CIO and by the same terms of this Agreement.

Should the Company not use its utmost influence as described above, then the Union shall have the right to strike, boycott, and picket, until such time that a Union contract is signed by the Company's related agricultural business operation(s). Such strike, boycott, and picket lines shall not work a termination of this contract.

George Henry 3/31/74 *William A. DeLoe* 3/30/74
UNITED FARM WORKERS OF AMERICA, AFL-CIO (Date) ALMADEN VINEYARDS, INC. (Date)

ADDENDUM - Mechanization

The Union recognizes that if the required personnel is not provided during the harvest, possible crop damage could result.

Therefore, the Union agrees that in the event it cannot provide the required physically fit harvest personnel as per Section 14, Hiring, on the date needed and the location designated, the Company is then free to utilize mechanical harvesters - one (1) for every thirty-five (35) workers short from the request, computed in the aggregate and not by location, provided, however, that such computation apply independently, one computation for workers requested from the Hollister Union Office and another computation for workers requested from the King City Union Office.

In the event any mechanical harvesters are used, the operators shall be covered by this Agreement.

George Henry 3/31/74 *William A. DeLoe* 3/30/74
UNITED FARM WORKERS OF AMERICA, AFL-CIO (Date) ALMADEN VINEYARDS, INC. (Date)