

COACHELLA VALLEY GRAPE CROP AGREEMENT

This Agreement is between the Coachella Area Negotiating Committee acting for and on behalf of those certain Companies named in Appendix A attached hereto, each of which has given its authorization to the Committee to represent them in the negotiation of this Agreement, and individual companies who may hereafter become signatory to this Agreement, and the Western Conference of Teamsters affiliated with the International Brotherhood of Teamsters, Chauffeurs and Warehousemen and Helpers of America (hereinafter referred to as the "Union").

SECTION I - PREAMBLE

The Union having represented that it is the collective bargaining representative of the employees of each Employer signatory to this Agreement, and the Company and the Union having negotiated in good faith have come to the following understanding covering wages, hours, conditions of employment, and other benefits for the grape crop agricultural employees of the Company working in Coachella Valley. The parties agree that it is their intent and the spirit of this Agreement to benefit all phases of agricultural employment, the employees as well as the industry. Both the Company and the Union hereby pledge that they will cooperate with each other in good faith for the best interest of all concerned. The Union agrees to use all proper means to recommend the products of the Company.

SECTION II - COVERAGE

The Company agrees that this Agreement covers all field agricultural employees employed by the Company in its grape crop in the Coachella Valley (hereinafter referred to as "employee"). Any employee who at any time works in the grape crop in Coachella Valley shall be considered covered by this Agreement.

The term "employee" shall not include: supervisors of the Company who have the power to hire, fire or effectively recommend the same including but not limited to that classification generally known as foremen and subforemen who may do some covered work in addition to their supervisory duties, office employees, clerical employees, employees covered by another union contract, and the members of immediate families of growers.

The Union may assign this Agreement to any of its local unions, upon prior written consent of the Company.

SECTION III - UNION SECURITY

(a) It shall be a condition of employment that all employees of the Company covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing. Those who are not members on the effective date of this Agreement shall, on the calendar day following the effective date of this

Agreement, become and thereafter remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the tenth (10th) calendar day following the beginning of such employment, become and thereafter remain members in good standing in the Union. For the purpose of this Agreement, "good standing" is defined as the payment of a uniform initiation fee and the regular periodic union dues.

(b) An employee who fails to become a member of the Union or whose good standing in the Union is terminated, shall upon written request by the Union be discharged and shall not be re-employed until the Union notifies the Company in writing of the employees in good standing status.

(c) Within fifteen (15) days after the start of each month and during the Company's operating season the Company will give to the Union a list of all employees and their Social Security numbers who are at that time covered by this Agreement or in the alternative at the start of the season the Company may deliver to the Union a complete list of employees and their Social Security numbers and monthly thereafter, a list of employees and their Social Security numbers added or deleted from the complete list previously delivered to the Union.

(d) Upon written authorization by the employee, the Company shall deduct Union dues and/or initiation fees from the

first check of the employee during each month of employment and forward the same to the office of the Union prior to the fifteenth day of the succeeding month.

(e) The Company shall notify the Union of the name of persons in the Company for the purpose of administering this Agreement.

SECTION IV - RIGHTS OF MANAGEMENT

All the functions, rights, powers, and authority which the Company has not specifically modified by this Agreement are recognized by the Union as being retained by the Company, including but not limited to the exclusive right to direct the work force, the means and accomplishment of any work, the determination of size of crews or the number of employees and their classifications in any operation, the right to decide the nature of equipment, machinery, method or process, and to change or discontinue existing equipment, machinery, methods or processes.

SECTION V - NEW OPERATIONS

In the event any new or experimental operation, container, or classification shall be installed by the Company, the Company shall have the right to temporarily set the wage scale and working conditions but shall notify the Union of such action and within twenty (20) days thereafter a representative of the Union and a representative of the Company shall meet in an effort to agree

upon a wage scale and working conditions. In the event such wage scale or working conditions cannot be agreed upon mutually by the Company and the Union, the same shall be submitted to the grievance and arbitration procedure for determination. Any wages agreed upon shall be effective from the installation of such new or experimental operation, container, or classification.

SECTION VI - OTHER COVERED EMPLOYEES

Any contract labor will be covered by this Agreement except where the Company has no direction or control of the operation employing contract labor.

SECTION VII - NO STRIKE - NO LOCKOUT

The Union and the Company agree that there shall be no lockout, strikes, slowdowns, job or economic action, or other interference with the conduct of the Company's business during the life of this Agreement.

SECTION VIII - GRIEVANCE AND ARBITRATION PROCEDURE

Should any dispute or grievance arise between the Company and the Union as to the terms or interpretation of any provisions of this Agreement (except as provided in Section V) that cannot be settled amicably between the Business Agent of the Union and the Representative of the Company, the Company

shall appoint one representative, the Union shall appoint one representative and the two such appointed representatives shall appoint a third representative, which may be from the Federal Mediation and Conciliation Service. Decision of a majority of the arbitration committee of the three (3) members shall be final and binding upon the parties of this Agreement. Any expense incurred covering the disinterested third party shall be borne equally by the Company and the Union. Any grievance involving a discharge must be grieved in writing within ten (10) days after the discharge occurs or it is considered waived.

SECTION IX - HEALTH AND SAFETY

The Union and the Company are concerned with the health of the employees and the working conditions provided for such employees. Therefore, the Company expressly agrees to strictly abide by and strictly comply with all applicable federal and state laws, rules and regulations promulgated for the health and safety of employees. Upon notification by the Union of any alleged violation of this Section by any Company signatory to this Agreement, the Company involved or its designated representative shall immediately meet with the Union to discuss the matter to mutual resolution of the alleged violation. This section shall include but not be limited to the use of machinery, vehicles, and dangerous chemicals and sprays, and any provision for food, drinking water, housing and sanitary facilities.

SECTION X - SENIORITY

In the event any employee works for the Company at least thirty (30) days within the preceding ninety (90) calendar days he shall acquire seniority with the Company retroactive to the original date of hire, and if a reduction in the work force occurs, the reduction in work force shall be based upon dates of hire with the employee last hired to be first laid off; upon recall, the last employee laid off will be the first recalled; provided however, the Company shall have the right to determine any employee's ability to do the work directed by the Company in determining any employees to be laid off and recalled. Such determination by the Company shall not be exercised arbitrarily.

Seniority shall be broken for the following reasons:

- 1) Voluntary quitting
- 2) Discharge for cause

The application of this Section shall be subject to the Grievance and Arbitration Procedure Section of this Agreement.

Each ninety (90) days beginning with the date of the execution of this Agreement, the Company shall provide the Union with a current seniority list showing the name of each employee, his original date of hire, and his Social Security number.

Where more than one employee has the same original date of hire, the employee with the lower last four digits in his Social Security number shall have the higher seniority.

Seniority as described in this Section is defined as

length of service with the Company in the grape crop in the Coachella Valley. It is understood and agreed that it is customary for families and/or certain employees to work together. In applying seniority the Company and the Union agree to interpret this Section as far as possible toward that end. It is not the intent of the Union to disrupt Company's present operation or to prevent the Company from securing labor to meet emergencies which may arise from time to time during the term of this Agreement.

Seniority shall not be applied so as to displace (bump) any employee of the Company within a crew, or for transfer purposes if the Company's decision to transfer individual employees or crews is based upon the Company's operating requirements.

SECTION XI - CALL TIME PROVISION

All employees shall report to the place to which they are ordered to report for work at the time specified (call), and they shall be paid from the time they report until released, and shall be paid a minimum of two (2) hours for each call when no work is provided at the hourly guaranteed rate, and a minimum four (4) hours for each call if required to start work. In the event the employees commence work, they shall be paid a sum equal to the regular hourly pay times four (4) or their piece rate earnings, whichever is higher. This call time provision shall not apply where work covered by this Agreement is delayed or cannot be carried out because of rain, frost, drop in allowable sugar content, government condemnation of crop, machinery

breakdown or other causes beyond the control of the Company. Any call may be rescinded by notification to employees before reporting for work.

SECTION XII - HEALTH AND WELFARE

The Companies shall provide a single and uniform health and welfare plan for eligible employees and their families which provide the same benefits as the Western Growers Assurance Trust Plan 10, and the cost of such plan will be borne by the Company.

Payment of premium shall be made by the fifteenth (15) day of each current month during the period of this Agreement, and the first premium shall be paid by May 15, 1973 for work performed in April, 1973. An eligible employee is one who has worked eighty (80) hours for the Company in the preceding month. Each Company shall provide to the Union a copy, each month, of a list of eligible employees.

After termination of employment for the season, the employee may pay his own insurance premiums at the group rate for a period not to exceed ten (10) consecutive months. The first payment of premium by the employee must be paid by the tenth day of the first month following termination of employment for the season unless the premium for that month is paid by the Company in which case the first payment of premium by the employee must be by the tenth of the next consecutive month. Thereafter each payment must be made consecutively by the tenth of the month provided the Company is not obligated to pay insurance for that month.

No later than the first day of the month following the month in which an employee is laid off, the Company will notify the Union whether or not such employee is an eligible employee. At the time that the employee is given his last pay check or within 48 hours thereafter such notice shall be given to the employee. In the event that the Company fails to give such notice to the employee then the Company shall be obligated to pay the insurance premium on behalf of that employee for the month for which such notice is not given. Deposit of such notice in the U. S. Mail postage prepaid properly addressed shall constitute such notice. Personal service of such notice on the employee and the Union shall meet the requirements of this Section. The last address given by the employee may be used by the Company for the purpose of such notice.

At the time each month that the Administrator of the Western Growers Assurance Trust submits the list of eligible employees and premium payments on behalf of the Companies signatory to this Agreement, it shall send to the Union a copy of said list. At such time as the insurance company underwriting said insurance pays a claim on behalf of an employee, it shall give the Union notice thereof.

SECTION XIII - REST PERIODS

Rest periods shall be taken insofar as practical in the middle of each work period. Rest periods shall be provided at the rate of 10 minutes per four (4) hours work. A rest period

shall not be required for work shifts less than 3 1/2 hours.
Rest period time shall be counted as hours worked.

SECTION XIV - UNION LABEL

The Company is herewith accorded permission to display the appropriate Teamster Union Label on all items of service or production produced by employees under the terms of this Agreement. The execution of this Agreement by the Union shall be deemed to be the written consent required by any applicable state or federal law.

Title to the Union Label shall remain in the Union and the International Brotherhood of Teamsters and shall be subject to revocation by them, upon reasonable notice, in their sole discretion. However, said revocation will not be given unless the Company refuses to pay the pension contributions or the insurance premiums or the required State Unemployment Employers' Tax. In the event that the Union demands the return of such label, the Company agrees that the same shall be returned forthwith, or agrees that in the event any such label cannot be so returned, then on demand by the Union, such label shall be completely obliterated.

SECTION XV - TRAINING PROGRAM

Because of the changing nature of agricultural employment and the skills which will be needed of agricultural employees in the future, the Company and the Union agree to cooperate with and promote training programs for farm workers whether such programs are originated through the Union, Company, or federal, state or

local authorities. In addition, the Company and the Union will seek to encourage the establishment of such training programs.

SECTION XVI - PENSION

The Company shall contribute to the Western Conference of Teamsters Negotiated Pension Fund ten (10¢) cents per hour for each and every hour worked or paid for for each employee covered by this Agreement commencing October 1, 1973. Commencing October 1, 1976, the Company's contribution shall be increased to fifteen (15¢) cents per hour for each and every hour worked or paid for for each employee covered by this Agreement, and such rate shall remain in effect for the remainder of the term of this Agreement.

The parties agree to accept the provisions, rules and regulations of aforementioned Trust Fund as established by the Trustees of such Trust Fund.

SECTION XVII - SEPARABILITY

The provisions of this Agreement are subject to limitations of any applicable State or Federal Law; and in the event any portion of such law affects the validity of any portion hereof, that portion of this Agreement shall no longer be applicable or legal in accordance to such laws, but such laws will not terminate, invalidate or affect the remainder of this Agreement.

SECTION XVIII - MAINTENANCE OF STANDARDS

The sum of wages and benefits that the employees are presently receiving at the time of execution of this Agreement shall not be reduced. This Agreement at a minimum would provide increased benefits for all employees. In the event of a dispute between the Company and an employee under this Section, such dispute shall be resolved by the Grievance and Arbitration Procedure provided herein.

SECTION XIX - VISITATIONS

Authorized agents of the Union shall have the right to visit properties of the Company at all reasonable times and places, to conduct legitimate Union business; however, he shall not unduly interrupt operations.

The Union shall notify the Company of names of all its authorized agents.

SECTION XX - DISCRIMINATION

There shall be no discrimination in hiring or in conditions of employment based upon race, religion, color, age, sex, creed or national origin. The Company agrees that this obligation includes, but is not limited to the following: Hiring, placement, upgrading, transfer, or demotion, recruitment, advertising, or solicitation for employment, treatment during employment.

SECTION XXI - HOURS AND WAGES

All time worked on the contractual holidays set forth in Section XXII shall be paid for at the rate of one and one-half (1½) times the straight time average hourly earnings for the work performed. Wages are set forth in the addenda attached hereto.

SECTION XXII - HOLIDAYS

The following are the contractual holidays: Christmas Day, New Year's Day, Thanksgiving Day and Labor Day.

SECTION XXIII - STATE UNEMPLOYMENT INSURANCE

Effective May 1, 1973, the Company agrees to bring all employees covered by this Agreement under the State Unemployment Insurance Act, and in accordance with its procedures to assume and to pay the level of employer payroll taxes required for coverage.

SECTION XXIV - PAY BOARD APPROVAL

If any provision or any portion of any provision of this Agreement is in violation of the Federal Economic Stabilization Program or the Pay Board's Regulations it is agreed that Pay Board approval will be obtained by the Union prior to the time that such provision or portion of such provision is put into force and effect. The Company agrees to cooperate with the Union in obtaining such approval.

SECTION XXV - VACATION

An employee who has completed 1500 hours of work during a year (commencing with the date of original employment by the Company) shall receive a paid vacation amounting to two percent (2%) of the employee's gross Company earnings in the said 12 month period.

After an employee has worked 5 years for the Company, and in each of those years he has qualified for a vacation, then he shall be entitled to a paid vacation amounting to three percent (3%) of the employee's gross Company earnings in the preceding 12 month period.

Vacations shall be taken at such time as will cause the least inconvenience to the Company.

SECTION XXVI - NON-COVERED UNITS

This Agreement shall not be applicable to those operations of the Company whose employees are covered by a collective bargaining agreement with another union either affiliated or not affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America. In the event that the Union should organize any unit of employees of a company operation not covered by this Agreement, the Company shall upon reasonable notice from the Union meet with the Union to negotiate an appropriate Agreement to cover such unit of employees. However, as a condition precedent, the Union will submit proof of majority representation by means of a card check.

Upon demand by the Company, the validity of the Union's majority representation as shown by the card check shall be verified by the following procedure:

The Company must notify the Union within fourteen (14) calendar days after the Union makes a written demand for recognition, that it desires a card check. The aforesaid written recognition demand by the Union must recite or have attached the provisions of this Section. At the same time the Company gives such notice, it shall also appoint an impartial party not an employee of the Company. If the Company does not comply with the foregoing provisions the Union will be deemed to have been recognized by the Company.

If the Company appoints an impartial party as described above, the Union shall appoint an impartial party not an employee or member of the Union. The impartial parties then shall select a third impartial party, within three days thereafter. If they cannot agree, each will nominate a non-employee impartial third party and the choice between the two nominees shall be by lot within three days thereafter. If the Company fails to appoint or participate in the selection by lot, the Company shall be deemed to have recognized the Union.

The impartial third party shall determine whether or not the Union represents a majority of the Company's employees by checking the signed authorization cards against the Company's payroll records. The Company and the Union shall make such documents available to the impartial third party as he may require to

conduct the verification. Such documents shall not be disclosed to the other party or any other person.

Notwithstanding any other provision of this Agreement, the term "Company" as used in this Section XXVI is not limited to any geographical area in which the Company has agricultural operations.

SECTION XXVII - TERM OF AGREEMENT

This Agreement shall be in full force and effect from April 15, 1973, and shall continue in full force and effect through April 14, 1976. This Agreement shall automatically renew itself from year to year from the expiration date hereof unless either of the parties shall give notice in writing to the other party sixty (60) days prior to the expiration, requesting negotiating for a new Agreement or modification hereof.

DATED: This 15th day of April, 1973.

COMPANY

UNION

GRAPE ADDENDUM

A. The hourly rate of pay for all work, except as specifically set forth in this Addendum, shall be as follows:

April 15, 1973	\$2.30
April 15, 1974	2.41
April 15, 1975	2.54
April 15, 1976	2.70

B. Regular Tractor Drivers

The hourly rate in effect on April 14, 1973, plus 30¢ per hour effective April 15, 1973; and an additional 5% per hour effective on each of the following dates:

April 15, 1974
April 15, 1975
April 15, 1976

An employee is entitled to this regular Tractor Driver rate in any week in which he drives a tractor for 50% or more of his hours worked in said week.

C.

Grape Harvest (Field Pack) Bonus

1. Thompsons and Perlettes:

April 15, 1973	25¢
April 15, 1974	25¢
April 15, 1975	26¢
April 15, 1976	26¢

2. Colored Grapes

Bonus in effect on April 14, 1973 plus 1¢ per box increase effective April 15, 1975 but not less at any time than the bonus rate set forth under 1, above.

D.

Grape Harvest Piece Work Rates

Rate in effect on April 14, 1973 plus:

April 15, 1973	15%
April 15, 1974	5%
April 15, 1975	5%
April 15, 1976	5%

E.

Girdling Piece Work Rates

Rate in effect on April 14, 1973 plus:

April 15, 1973	15%
April 15, 1974	5%
April 15, 1975	5%
April 16, 1975	5%

F.

Loaders (including spreading emptys during harvesting):

Rate in effect on April 14, 1973 plus:

April 15, 1973	15%
April 15, 1974	5%
April 15, 1975	5%
April 15, 1976	5%

G.

Vine Pruning Bonus

1. Cordon 1¢ per vine for term of contract
2. Cane 1~~1~~¢ per vine for term of contract

H.

Vine Pruning Piece Work Rate:

April 15, 1973	15¢ per vine
April 15, 1974	16¢ per vine
April 15, 1975	17¢ per vine
April 15, 1976	18¢ per vine

I.

Vine Tying - Piece Work Rate

April 15, 1973	4¢ per vine
April 15, 1974	4½¢ per vine
April 15, 1975	5¢ per vine
April 15, 1976	5¢ per vine