

A G R E E M E N T

This Agreement is between the E. & J. GALLO WINERY (Hereinafter referred to as the "Company") and the WESTERN CONFERENCE OF TEAMSTERS affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA (hereinafter referred to as the "Union").

SECTION 1 - PREAMBLE

The Union, having demonstrated that it is the collective bargaining representative of the employees of the Company in the bargaining unit described in Section 2, 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 and apple crop agricultural employees of the Company. The parties agree that it is their intent and the spirit of this Agreement to benefit all phases of such 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 2 - COVERAGE

A. The Company agrees that this Agreement covers all field agricultural employees employed by the Company in its grape and apple crops (hereinafter referred to as "employee"). Any employee

who at any time works in such crops shall be considered covered by this Agreement when he is working in such crops.

B. The term "employee" only includes those employees who work in the grape and apple crops and shall not include: supervisors of the Company who have the power to hire, fire or effectively recommend the same, watchmen and other security employees, professional employees, stockroom and receiving employees, technicians and trainees, office employees and clerical employees.

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

SECTION 3 - 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 hired on or after the effective date of this Agreement 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. It is the policy of the Union to exempt from payment of initiation fees employees who become part of the bargaining unit within twelve (12) months from the effective date of this Agreement.

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 reemployed until the Union notifies the Company in writing that the employee is in good standing.

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 (15th) day of the succeeding month.

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

F. The Company shall notify the Union of the names of persons in the Company for the purpose of administering this Agreement.

SECTION 4 - MANAGEMENT RIGHTS

A. It is understood and agreed that the Company retains all of its customary and usual rights, functions and authority of management, except as any of those rights, functions or authorities are specifically abridged or modified by this Agreement.

B. It is further agreed that the following enumeration of management rights shall not be deemed to exclude other rights not herein enumerated but shall be deemed representative and characteristic of the customary and usual rights which are retained by the Company: the right to hire, to determine the number of Workers, including the number of Workers assigned to a task or particular operation; the means and accomplishment of any work, including subcontracting; to direct, to assign work, to supervise all of the Workers; to promote and demote, to layoff for lack of work, to suspend, discharge or otherwise discipline for just cause; the right to decide the nature of equipment, machinery, methods or processes used, to introduce new equipment, machinery methods or processes and to change or discontinue existing equipment, machinery, methods or processes.

C. The Company may establish and make known work rules and safety rules which may carry penalties. The application thereof may be made subject to the grievance and arbitration procedure.

SECTION 5 - 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) working 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 is not agreed upon 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 6 - OTHER COVERED EMPLOYEES

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

SECTION 6A - SUPERVISORS

Foreman, Supervisors and other employees 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 instruction, training, experimental and development work, including the improvement of processes and testing of equipment and emergencies.

The Company 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 7 - NO STRIKE--NO LOCKOUT

The Union agrees that there shall be no strikes, slowdowns, job or economic action, or other interference with the conduct

of the Company's business during the term of this Agreement. The Company agrees there shall be no lockouts during the term of this Agreement.

SECTION 8 - 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 violations of this Section, the Company's designated representatives 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 9 - SENIORITY

A. For the purpose of applying the provisions of this Section, there shall be separate seniority rights and separate seniority lists at each of the following locations of the Company: Fresno, Snelling, Livingston and Modesto.

B. 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 at the location where this work was performed 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. It is understood that an employee terminated during his probationary period shall have no recourse to the grievance procedure.

C. Seniority and the employment relationship shall be broken for any one of the following reasons:

1. Voluntary quitting.
2. Discharge for just cause.
3. The employee who is notified in writing at his last known address to report to work and fails to do so within seven (7) days from the initial postmark of the recall notice. The employee has the sole responsibility of informing the Company in writing of the postal address where he can be contacted for recall purposes.
4. The employee has been off work for three (3) consecutive days or more and has failed to properly notify the Company.
5. The employee fails to report to work at the termination of a leave of absence or vacation without approved extension in writing by the Company with a copy to be mailed to the Union.
6. The employee is laid off for a period of six (6) months or for a period of time equal to his seniority, whichever is shorter.

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

E. 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 for each location showing the name of each employee, his original date of hire, and his Social Security number.

F. 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.

G. 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.

H. 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.

I. Seniority shall be earned and maintained separately for each Ranch operated by the Company. Should the need arise as determined by the Company, employees may be temporarily transferred but shall be maintained at the employee's permanent Ranch. In the event an employee is permanently transferred to

another Ranch at the request of the Company, the seniority of such an employee shall be transferred to the new Ranch. Employees requesting a permanent transfer to another Ranch should make known to the Company in writing their desire for such transfer and consideration shall be given to these requests.

SECTION 10 - 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 11 - GRIEVANCE AND ARBITRATION PROCEDURE

A. Grievances arising over the interpretation and application of this Agreement must be presented to the Company's supervisor in writing or by the Company to the Union in writing within fifteen (15) days from the occurrence or they shall be deemed waived and shall not thereafter form the basis of a grievance between the parties hereto. Grievances on discharge shall be filed within five (5) days from the date of discharge and failure to file such a grievance within five (5) days shall constitute a waiver thereof. In computing time under the Grievance Procedure, Sundays and Holidays will be excluded.

B. Grievances initiated by the Union shall be adjusted according to the following procedure. The Union shall designate in writing to the Company the name of a Union Official to receive grievances initiated by the Company and such Official shall meet within seven (7) days after receiving notification of the grievance

with representatives of the Company to attempt to satisfactorily resolve the grievance. Time limits as set forth in this procedure can be extended in writing by mutual agreement between the parties and grievances not processed within the specified time limits unless extended in writing by mutual agreement shall be considered as waived.

Step 1

The aggrieved employee shall present his complaint or grievance to his Union Representative for investigation. If the Representative considers the grievance just, he will notify the Company of the existence of the grievance. Within twenty-four (24) hours the Representative and the Employee's immediate Supervisor shall meet to discuss and resolve the grievance.

Step 2

If no settlement is reached within twenty-four (24) hours from the time of the discussion in Step 1, the Union Representative will present all the facts concerning the grievance, and the Union's position in writing within forty-eight (48) hours to the Ranch Manager. The Union Representative and the Ranch Manager will meet within twenty-four (24) hours to attempt to satisfactorily resolve the grievance.

Step 3

If settlement is not reached within forty-eight (48) hours, the Union Representative shall immediately present the grievance in writing to the Vice President & General Manager. The parties shall meet within seventy-two (72) hours at a mutually satisfactory location to consider all of the facts of the grievance. The

Vice President & General Manager will within one (1) week convey to the Union in writing the Company's position on disposition of the grievance.

Step 4

If the foregoing fails to produce a settlement, the Union shall within one (1) week meet with the Company for the purpose of selecting a mutually satisfactory arbitrator to hear and determine the dispute. If the parties cannot agree upon the selection of an arbitrator, then the arbitrator for the specific grievance in question shall be selected from a panel of five (5) names supplied 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. The request to the Federal Mediation and Conciliation Service shall be made promptly by the parties.

Within five (5) days after the parties receive the arbitration panel, the Union and the Company 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 after each party has stricken two shall be the person designated as arbitrator.

If either party after being notified by the other of such meeting to select an arbitrator shall fail to attend such meeting, the other party may, on the expiration of the five (5) day period, select the arbitrator from the said panel and the selection shall be binding on both parties.

C. Grievances within the meaning of the grievance procedure and of this arbitration clause shall consist only of disputes

about the interpretation or application of particular sections of this Agreement and about alleged violations of the Agreement. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement, nor shall he substitute his discretion for that of the Company or the Union, nor shall he exercise any responsibility or function of the Company or the Union. An arbitrator's award shall not be made retroactive beyond the date of the written grievance.

D. Time limits set forth herein shall equally bind each party to this Agreement and grievances not processed within the specified time limits unless extended in writing by mutual agreement shall be considered as waived.

E. The decision of the arbitrator shall be final and binding on all the parties involved in such controversy or grievance and shall conclusively determine the dispute.

F. Each party shall bear the cost of presenting its own case. The arbitrator's fees and expenses shall be equally divided between the parties.

SECTION 12 - DISCHARGE

A. The Company shall have the same right to discipline or 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 except a discharge for violence or insubordination, the Company shall notify a Representative of the Union, and such Union Representative shall be present when formal charges are made.

C. The Union Representative shall have the right to interview

discharged Workers in private.

D. Within twenty-four (24) hours after any discharge, the Union will be notified in writing of the discharge.

E. As used herein, "just cause" includes, among others, but is not limited to, drinking on the job, drunkenness on the job, theft of Company property, negligence and/or deliberate destruction of Company property or equipment; violence or threat of violence or intimidation; possession, use or under the influence of illegal narcotics or dangerous drugs on Company premises; falsifying any Company record; chronic absenteeism and tardiness; walking off the job without permission of a supervisor; refusal to comply with working instructions; soliciting other employees to violate rules, regulations or work instructions; instigating, participating in or giving leadership to any activity prohibited under Section 7. Complaints that the Company has violated this paragraph shall be processed through the grievance procedure.

F. 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 Company's rights to discipline or discharge for unsatisfactory work performance. Furthermore, the Company shall not be required to retain an employee, who, after a fair and reasonable trial period, does not deliver a fair and reasonable day's work, or who is unable to perform the duties required of the job.

SECTION 13 - BULLETIN BOARD

The Company shall provide a bulletin board upon which notices concerning official Union business may be posted.

The parties agree that any material which is detrimental to the Union-Company relationship will be immediately removed from the bulletin board upon request of either party.

SECTION 14 - MAINTENANCE OF STANDARDS

A. The sum of wages and benefits (excluding housing which is covered in the following paragraph) 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.

B. Regular full-time employees on the payroll of the Company who were occupying housing as of September 21, 1967 shall continue to be provided with housing for the duration of this Agreement. Housing for new regular full-time employees since the foregoing date shall be provided and continued solely at the discretion of the Company. Rules regarding maintenance of housing, proper care, and personal and family conduct shall be continued in accordance with past practice for the duration of this Agreement.

SECTION 15 - 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, they shall not interfere with or interrupt operations. The Union will notify the Company before such visitation.

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

SECTION 16 - TAX WITHHOLDING

The Company shall deduct Federal and State income tax in accordance with standard practices, with scaled dependent deductions, for employees agreeing in writing to such withholding.

SECTION 17 - SUBCONTRACTING

The parties understand and agree that subcontracting by the Company is necessary and proper. The parties, consequently, agree that the Company shall have the right to subcontract except where there may be a sufficient number of qualified employees and/or equipment available to do the work within the required time schedules. If practical, reasonable advance notice will be given when subcontracting is to be done.

SECTION 18 - HOURS OF WORK

A. A normal work day will consist of nine (9) hours per day, and a normal work week will consist of fifty-four (54) hours. The foregoing is not to be considered as a guarantee of hours per day or hours per week.

B. Employees required by the Company to work beyond nine (9) hours in any day, or for any hours on Sunday, shall be paid the sum of twenty-five (25¢) cents for each hour worked in excess of nine (9) hours Monday through Saturday, and for all hours worked on Sunday, in addition to their regular hourly rate.

C. Due to the critical nature of agriculture, the parties agree there is no limitation on the daily or weekly hours of employees required by the Company to work.

SECTION 19 - CALL TIME PROVISION

All employees are required to report to work at their regular starting time, 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 of four (4) hours as herein provided for each call if required to start work. In the event the employees commence work, they shall be paid a sum equal to their regular hourly pay times four (4) or their hourly piece rate earnings times four (4), 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 to work.

SECTION 20 - 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 ten (10) minutes per four (4) hours of work. A rest period shall not be required for work shifts of less than three and one-half (3½) hours. Rest period time shall be counted as time worked.

SECTION 21 - LEAVES OF ABSENCE

A. The Company may grant leaves of absence not to exceed twelve (12) months for personal illness or physical incapacity and for a period not to exceed thirty (30) days for valid personal reasons. Leaves for illness, physical incapacity or valid personal reasons may be extended by the Company, if a request for such an extension is made by the employee either in person or in writing

at the Ranch Office prior to the termination of the original leave period.

B. Approval of requests for a leave of absence will be made by the Company for reasons that are beyond the control of the employee, such as death or illness in the immediate family, illness or injury of the employee, personal business of an extreme urgency and like causes that are bona fide. All leave requests and leave extension requests are subject to verification by the Company including requiring the employees to furnish medical certificates prior to its approving such requests.

C. Employees engaging in other employment while on leave of absence if the leave of absence is found to have been obtained by fraud or misrepresentation may be subject to discharge.

D. 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 Company before the employee takes leave to accept such office or position. Such leave of absence shall be without pay. Seniority shall not be broken or suspended by reason of such leave provided the employee returns to work within fifteen (15) days after completion of his term in office. The Union agrees not to request leaves for more than three (3) employees at any time under this provision.

E. Request for all leaves of absence must be in writing and approved by the Company, which shall notify the Union of all approved leave requests and extensions in writing.

SECTION 22 - MILITARY SERVICE

A employee who serves in the Armed Forces pursuant to the Selective Service Act shall not lose any seniority rights or

other benefits; for example, upon discharge from the military, he shall be granted a job equal to that which he would have had if he had remained in continual employment of the Company. The employee must comply with all of the regulations of the applicable laws.

SECTION 23 - FUNERAL PAY

A. A regular full time 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 the 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 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 pay falling during a vacation, leave of absence, or on a holiday. 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 Company with reasonable proof of death and evidence of the employee's attendance at the funeral.

B. If more time is required, the maximum leave that would be granted would be ten (10) days. However, only three (3) days would be with pay.

SECTION 24 - JURY DUTY

A. In order to be eligible for jury duty pay, as described herein, an employee must be a regular full time employee.

B. Jury duty pay is defined as the difference between the fees received by him and his regular earnings up to nine (9) hours per day, for each such day of jury service.

C. To receive pay under this provision, the employee must provide the Company with notice that he has been summoned for jury service and present the Company with documentary evidence of the amount of jury fees received for jury service.

SECTION 25 - HOLIDAY PAY

A. Employees on the seniority list shall receive nine (9) hours pay at their regular hourly rate for the following holidays:

Labor Day

July 4th

Christmas Day

Thanksgiving Day

New Year's Day

B. To be eligible for holiday pay, an employee must have worked his scheduled days immediately preceding and following the holiday, unless absent due to an occupational injury which prevented his working. Employees on leave of absence or layoff will not be eligible for holiday pay.

C. Holidays falling on Sunday shall be observed and paid as such on the Monday immediately following.

D. For work performed on any of the above-named holidays, employees shall be paid their regular rate of pay for all hours worked in addition to nine (9) hours pay for the holiday.

E. An Employee who is requested to report for work and then fails to report on any of the above-named holidays, shall not be eligible for holiday pay.

SECTION 26 - VACATIONSA. Scheduling of Vacations

As of January 1, of each year the Company will provide all eligible employees an appropriate form in order that he may take his first, second and third choice of vacation. Vacations will, so far as is practicable, be granted at times most desirable to employees (longer service employees being given preference as to choice), but the final right to allot vacation periods is exclusively reserved to the Company in order to insure the most efficient operations of the business. Upon receiving the preference of the individual, the Company will then post a list no later than January 31, noting the employee's name and vacation period allotted to him. Once posted this schedule shall not be changed except by mutual consent of the employee and the Company.

B. Qualifications

(1) The qualifying period for vacation pay shall be twelve (12) month period from the last day of employment (or each anniversary of employment thereafter) to the following anniversary date of employment.

(2) The Company will grant vacation and vacation pay to all regular full time employees who have worked fifteen hundred (1500) hours in the above-noted twelve (12) month period.

C. Vacation Duration and Pay

(1) An employee with one (1) or more years of service and subject to the provision of A and B above will qualify for a 2% vacation pay and one (1) week of vacation

(2) An employee with two (2) or more years of service and subject to the provisions of A and B above will qualify for

a 4% vacation pay and two (2) weeks of vacation.

(3) An employee with fifteen (15) or more years of service and subject to the provisions of A and B above will qualify for a 6% vacation pay and three (3) weeks of vacation.

SECTION 27 - HEALTH AND WELFARE

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

B. Payment of premium shall be made by the fifteenth (15th) day of each current month during the period of the Agreement, and the first premium shall be paid by August 15, 1973 for work performed in July, 1973. An eligible employee is one who has worked eighty (80) hours for the Company in the preceding month. The Company shall provide to the Union a copy, each month, of a list of eligible employees. An employee who worked for the Company in a particular month, but less than the eighty (80) hours required to entitle him and his family to this health and welfare coverage, may provide such coverage for himself and his family for the following month by paying his own health and welfare insurance premium at the group rate.

C. 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 (10th) 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 (10th) of the next consecutive month. Thereafter each payment must be made consecutively by the tenth (10th) of the month, provided the Company is not obligated to pay insurance for that month.

D. 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 forty-eight (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.

E. At the time each month that the Administrator of the Insurance Trust or the insurance carrier, as the case may be, submits the list of eligible employees and premium payments on behalf of the Company, 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 28 - PENSION

A. The Company shall contribute to the Western Conference

of Teamsters Negotiated Pension Fund ten cents (10¢) 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 cents (15¢) 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.

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

SECTION 29 - STATE UNEMPLOYMENT INSURANCE

Effective September 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 30 - 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 31 - 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 Company 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 32 - 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 33 - 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 with such laws, but such laws will not terminate, invalidate or affect the remainder of this Agreement.

SECTION 34 - JOB CLASSIFICATIONS AND RATES

The job classifications and hourly rates of pay effective

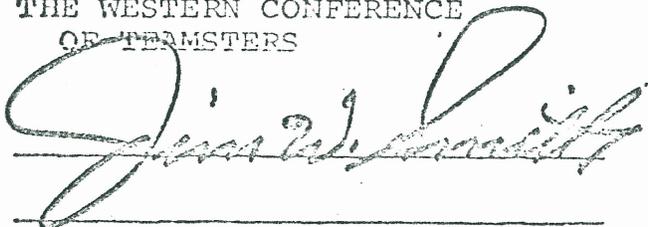
for the duration of this Agreement are hereby attached as Appendix A and Appendix B and made part of this Agreement.

SECTION 35 - TERM OF AGREEMENT

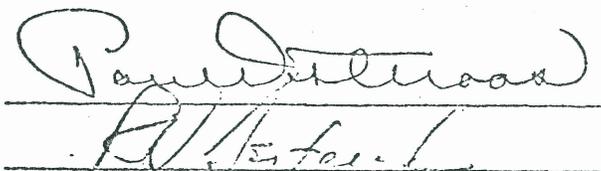
This Agreement shall be in full force and effect from July 10, 1973, and shall continue in full force and effect through May 1, 1977. This Agreement shall automatically renew itself from year to year from the expiration date hereof unless either of the parties shall give notice in writing to the other party sixty (60) days prior to the expiration date, or any subsequent anniversary date, requesting negotiating for a new agreement or modification hereof.

DATED: This 10 day of July, 1973.

THE WESTERN CONFERENCE
OF TEAMSTERS



E. & J. GALLO WINERY



APPENDIX A

JOB CLASSIFICATIONS AND RATES

Field Worker

Duties and responsibilities of this classification include but are not limited to: Hoeing, Vine Training, Tying Vines, Suckering, Thinning, Shovel Work (Cover, Uncover Grafts and Banking), Layering, Wire Repair, Staking & Drilling, Pipe Repair (Assists), Planting and Replanting, Installing Cross Arms, Installing Dead Men or Anchors for Wire, Cleanup, Wiring & Stapling, Laying out Fields for Planting, Making Cuttings, Trimming Rootings, Tree Trimming, and such other work as may be assigned.

Tractor Driver (Regular)

Operates equipment and performs tasks which include but are not limited to: Discing, Cultivating Furrows and Bankers, Brush Shredding, Furrower, Back Checker, Banker & Sulphur Dusting, Harvestors, Spray Rig Pesticides, Vine Trimmer-Sickle Bars, Vine Trimmer Spinner, French Plow, Spraying Herbicides, Weed Cutters, NH³ Fertilizers, Dry Fertilizer Spreading, Post Hole Driller, Valve Digger, Wire Spreading, Insecticide Dusting, Restaking & Rewiring, Driving Truck, Assisting Mechanics, Repairman and Serviceman.

Tractor Driver (Special)

Operates specialized equipment to perform a variety of tasks: Johnson Scraper & Other Scrapers, Motor Patrol Road Grader, Backhoe & Skip Loader, Forklift & Gondola Lift (Combination), Reo Multiple Tool (French Plow, Disc, Cultivator & Furrower), D-4 Vine Digger, Boom Truck, Assists Mechanics, Repairman and Serviceman.

Shop Mechanic

Requires ability to perform complete overhaul and repair of all farm equipment. Includes engine overhaul & repair.

Equipment Repairman

Requires ability to perform overhaul and repair of farm equipment. Must be proficient at welding and burning.

Serviceman

Operates service truck to service and perform minor repairs-on farm equipment, tools and implements in both the field and shop.

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APPENDIX A (Continued)

Foreman (working)

Assigns work to Workers: instructs and trains new Workers; keep records as required by the Company; supervises work done by Workers and when necessary performs work with Workers.

Grafting and Budding

Requires ability and skill to perform all grafting and budding operations on grape vines and apple trees.

Pruner

Requires ability and skill to prune all ages and varieties of grape vines and apple trees.

Irrigators

Requires ability and skill to control irrigation waters under all soil conditions and watering systems.

APPENDIX A

HOURLY RATES OF PAY

The Company will pay for work performed by a Worker in a job classification at the following respective hourly rates of pay:

R a t e \$ P e r H o u r

<u>Job Classification</u>	<u>Effective Date of Agreement</u>	<u>May 1, 1974</u>	<u>May 1, 1975</u>	<u>May 1, 1976</u>
Field Worker	<u>2.76</u>	<u>2.89</u>	<u>3.03</u>	<u>3.18</u>
Tractor Driver (Regular)	<u>3.16</u>	<u>3.32</u>	<u>3.49</u>	<u>3.66</u>
Tractor Driver (Special)	<u>3.34</u>	<u>3.51</u>	<u>3.69</u>	<u>3.87</u>
Shop Mechanic	<u>3.57</u>	<u>3.75</u>	<u>3.94</u>	<u>4.14</u>
Equipment Repairman	<u>3.22</u>	<u>3.38</u>	<u>3.55</u>	<u>3.73</u>
Serviceman	<u>3.22</u>	<u>3.38</u>	<u>3.55</u>	<u>3.73</u>
Foreman (Working)	<u>3.34</u>	<u>3.51</u>	<u>3.69</u>	<u>3.87</u>
Grafting & Budding	<u>3.34</u>	<u>3.51</u>	<u>3.69</u>	<u>3.87</u>
Pruners	<u>2.81</u>	<u>2.95</u>	<u>3.10</u>	<u>3.26</u>
Irrigators	<u>2.81</u>	<u>2.95</u>	<u>3.10</u>	<u>3.26</u>

Ten cents (10¢) per hour will be added to the above rates for night work.

APPENDIX B

PICKING RATES PER TON

TONS PER ACRE	CARIGNANE	MISSION	RUBY CABERNET	PALOMINO	BARBERA
8+	\$ 16.00	\$ 11.00	\$22.00	\$17.50	\$ 19.00
7+	16.00	11.00	23.00	17.50	20.00
6+	16.00	11.00	23.00	17.50	20.00
5+	17.00	12.00	26.00	18.50	22.00
4+	19.00	14.00	29.00	20.50	24.00
3+	22.00	17.00	33.00	23.50	27.00
2+	26.00	21.00	38.00	27.50	32.00
1+	31.00	26.00	43.00	32.50	37.00

TONS PER ACRE	CHENIN BLANC	GRENACHE	FRENCH COLOMBARD	SALVADOR
8+	\$ 19.00	\$ 16.00	\$17.50	\$23.00
7+	20.00	16.00	18.50	24.00
6+	20.00	16.00	18.50	24.00
5+	22.00	17.00	19.50	26.00
4+	24.00	19.00	21.50	30.00
3+	27.00	22.00	24.50	34.00
2+	32.00	26.00	28.50	40.00
1+	37.00	31.00	33.50	46.00

TONS PER ACRE	FLORA	HELENA	ZINFANDEL	TINTA MADERA
8+	\$ 21.00	\$ 21.00	\$19.00	\$21.00
7+	22.00	22.00	20.00	22.00
6+	22.00	22.00	20.00	22.00
5+	24.00	24.00	22.00	24.00
4+	26.00	26.00	24.00	26.00
3+	29.00	29.00	27.00	29.00
2+	34.00	34.00	32.00	34.00
1+	39.00	39.00	37.00	39.00

TONS PER ACRE	SAUVIGNON BLANC	PETITE SIRAH	JRG #3	THOMPSON
8+	\$ 31.50	\$ 19.00	\$16.00	\$11.00
7+	31.50	20.00	16.00	11.00
6+	31.50	20.00	16.00	11.00
5+	31.50	22.00	17.00	12.00
4+	31.50	24.00	20.00	14.00
3+	36.50	27.00	23.00	17.00
2+	41.50	32.00	28.00	21.00
1+	46.50	37.00	33.00	26.00

NOTE: Instead of the Picking Rate Schedule, the Company may at its option have picking done at an hourly rate, which shall be the same rate of pay as for job classification of "Pruner" in effect at the time.

as follows:

1973	5%
1974	5%
1975	5%
1976	5%

July 8, 1973

OK 7-8-73

TO: E. & J. GALLO WINERY

Notwithstanding the terms of Section , UNION SECURITY and Section , SENIORITY, it is hereby agreed that those employees of the Company covered by the Agreement between E. & J. Gallo Winery and the Western Conference of Teamsters will not be required to become members of the Union in good standing on the calendar day following the effective date of said Agreement but shall become members on the tenth (10th) calendar day following the beginning of their employment with the Company.

It is further agreed that those employees on the payroll on the effective date of the Agreement and who have not worked for the Company at least thirty (30) days within the preceding ninety (90) calendar days shall be considered on probation. Such employees shall attain seniority after completing thirty (30) days of work as provided for under sub-paragraph B, Section , SENIORITY.

DATED: July 8, 1973

FOR THE WESTERN CONFERENCE
OF TEAMSTERS