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MASTER AGRICULTURAL AGREEMENT

BUD ANTLE, INC.

and

GENERAL TEAMSTERS, WAREHOUSEMEN AND HELPERS UNION
LOCAL 890

Salinas, California

9/16/80 - 9/15/83

MASTER AGRICULTURAL AGREEMENT

BUD ANTLE, INC.

and

GENERAL TEAMSTERS, WAREHOUSEMEN AND HELPERS UNION
LOCAL 890

Salinas, California

THIS AGREEMENT is made and entered into by and between BUD ANTLE, INC., a California corporation (hereinafter referred to as the "Company"), and the GENERAL TEAMSTERS, WAREHOUSEMEN AND HELPERS UNION, LOCAL 890, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of América (hereinafter referred to as the "Union"), acting for and on behalf of the hereinafter designated employees of the Company as their exclusive collective-bargaining agent pursuant to Agricultural Labor Relations Board certification No. 75-RC-19-M, dated February 2, 1977.

ARTICLE I

Recognition

1.1 Independence of Negotiations. The Company and the Union agree that this contract is a separate contract between them, and that Bud Antle, Inc. is not a member of any multi-employer negotiating group. The contracting parties further agree that negotiations under and interpretations of this contract shall be independent of any multi-employer or industry-wide negotiations that the Union might undertake with other employers. The parties further agree that only employees of the Company may vote on this contract and matters relating to it.

1.2 Scope of Union Recognition. The Company recognizes the Union and only the Union as the exclusive collective-bargaining representative for a single bargaining unit of all employees of the Company covered by Agricultural Labor Relations Board Certification No. 75-RC-19-M, plus employees engaged in similar functions in Arizona and California, excluding employees of all vacuum-cooling plants and the Company's Salinas celery-heart shed. The terms of this contract do not extend to office and sales employees, security guards, or professional or supervisory employees as such job classifications are defined and interpreted under the Labor-Management Relations Act, as amended. Employees of Freshpak Systems, Inc., a subsidiary of the Company, are covered by a separate agreement. The Union may service this contract with its own full-time employees without the prior written consent of the Company.

1.3 Assignability. The rights and obligations granted to and assumed by the Union cannot be assigned to any other labor organization without the written consent of the Company. For purposes of this Agreement, the Union is a separate and distinct labor organization from other locals affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America and its Western Conference and from the International Brotherhood and Western Conference themselves.

ARTICLE II

Union Security

2.1 Union Membership.

A. It shall be a condition of employment that all employees of the Company covered by this Agreement who are members of the Union on the effective date of this Agreement shall remain members. Those who are not members on the effective date of this Agreement shall, on the fifth (5th) calendar day following the effective date of this Agreement, become and thereafter remain members of 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 fifth (5th) calendar day following the beginning of such employment, become and thereafter remain members of the Union.

B. The Company shall furnish employees at the time of hire membership applications and dues check-off authorization forms as provided by the Union. The Company shall also advise new employees that it is a condition of their employment that they must become members of the Union within five (5) calendar days after the date on which they are hired and thereafter remain members of the Union. An employee who fails to become a member of the Union or whose membership in the Union is terminated because of failure to tender the initiation fees, periodic dues, or assessments uniformly required by the Union, shall, upon written request by the Union to the Company, be discharged and shall not be re-employed until the Union notifies the Company in writing that the employee has paid such dues and initiation fees.

2.2 Notification of New Employment. The Company shall make available at the Company's office to an authorized Union representative, a weekly listing of new hires; said list shall indicate whether or not the new hire has submitted a union membership application and dues deduction authorization through the Company.

2.3 Nondiscrimination. There shall be no discrimination in hiring or in conditions of employment based on race, religion, color, age, creed, sex, mental or physical handicap, Viet-Nam veteran status, or national origin. Bud Antle, Inc., being an Equal Employment Opportunity Employer, agrees that this obligation includes, but is not limited to, the following: hiring, placement, upgrading, transfer, demotion, treatment during employment, rates of pay or other forms of compensation, layoff, or termination.

2.4 Arizona Operations. The provisions contained in paragraphs 2.1 or 2.2 of this Article shall not apply to the Company's operations, if any, in

the State of Arizona and the whole of this Article is hereby deleted as to such operations so long as they are contrary to the law of Arizona. The Union asserts that the State of Arizona constitutional amendment commonly referred to as the "Right-to-Work Bill" is unconstitutional and invalid, and the Union specifically reserves the right to secure a judicial determination thereof. Should the Bill be repealed or be held invalid by the court of last resort, the provision of this Section shall be eliminated and the provisions of this Article shall thereupon become effective as to the Company's operations in Arizona, except as those provisions may be modified or superseded by any act of Congress or any lawful statute of the State of Arizona.

2.5 Agency-Shop Clause. If any agency-shop clause is permissible in any state where the provisions of this Article relating to the Union Shop cannot apply, the following Agency Clause shall prevail:

A. Membership in the Union is not compulsory. Employees have the right to join, not join, maintain, or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.

B. Membership in the Union is separate, apart, and distinct from the assumption by each employee of his equal obligation to support the Union to the extent that he receives equal benefits from the activities of the Union. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union. Accordingly, it is fair that each employee in the bargaining unit pay his own way and assume his fair share of the obligation along with the grant of equal benefit contained in this Agreement.

C. In accordance with the policy set forth under subparagraphs A and B of this Section, all employees shall, as a condition of continued employment, pay to the Union, the employees' exclusive collective-bargaining representative, an amount equal to that paid by other employees in the bargaining unit who are members of the Local Union, which shall be limited to an amount of money equal to the Local Union's regular and usual initiation fees, and its regular and usual dues. For present employees, such payments shall commence five (5) days following the effective date or on the date of execution of this Agreement, whichever is the later, and, for new employees, the payment shall start five (5) days following the date of employment.

2.6 Check-Off of Union Dues. Upon written authorization by the employee, the employer shall deduct all initiation fees, dues, and/or uniform assessments from the check of the employee and forward such deductions to the office of the Union by the 10th day of each month.

2.7 Inspection Privileges. Authorized agents of the Union shall have access to the employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the Company's working schedule.

2.8 Invalid Provisions. Should the provisions contained in 2.1 or 2.2 of this Article II become unlawful, the parties agree to modify said provisions so as to provide the maximum union security and check-off allowed by law.

ARTICLE III

Rights of Management

3.1 Directing Work Force. Bud Antle, Inc. shall have the exclusive right to direct the work force, to direct the means and accomplishments of any work, to determine the number of workers required for any job including the number to be employed at the classification rates or particular piece rates of pay as may be provided hereinafter subject to the provisions of the various supplemental agreements to this Master Agreement and shall have the right to hire and fire workers subject to the provisions of this contract.

3.2 Discharge for Cause

A. The Company shall have the right to discharge employees subject to the grievance provisions set forth in Article IX of this Master Agreement.

B. Employees shall be subject to discipline, including suspension or discharge, by the Company for insubordination, theft, intoxication, violation of the terms of this Agreement, or failure to observe safety rules and regulations and the Company's house rules, which shall be conspicuously posted.

3.3 Company Rules and Regulations

A. The Company has the right to establish such reasonable company rules and/or regulations (hereinafter referred to as "rules") as it deems necessary provided that such rules are not contrary to the terms and conditions of this Agreement. These Company rules shall be posted in a conspicuous place, where they will be seen by the employees concerned.

B. The Company agrees that within a reasonable time before new rules or changes to existing Company rules become effective, a copy shall be provided to the Union and the Union shall have the right to object. Any objection must be specific as to what rule or rules are being objected to.

C. In the event the Company and the Union cannot agree on such rule or rules, the dispute shall be subject to Article IX--Grievance Provisions.

ARTICLE IV

Noncovered Units

This Agreement shall not be applicable to those operations of the Company where the employees have heretofore been covered by a collective-bargaining agreement with a Union not signatory to this Agreement.

ARTICLE V

Economic Sanctions

5.1 No Strikes, No Lockouts. The Union and the Company agree that there shall be no lockouts, strikes, slowdowns, economic action, or any other interruption of work during the life of this Agreement.

5.2 Protection of Rights. It shall not be a violation of this Agreement or cause for discharge if any employee refuses to cross a picket line in the performance of his duties when such picket line is sanctioned by Local 890, the Joint Council of Teamsters, the Western Conference of Teamsters, and the International Teamsters Union.

5.3 Exclusive Remedies for Disputes and Grievances. It is understood that all disputes and grievances hereunder shall be settled under the Grievance Provisions set forth in Article IX.

ARTICLE VI

Maintenance of Standards

No employee shall suffer any reduction in rates of pay by reason of the execution of this Agreement.

ARTICLE VII

Seniority

7.1 New Employees. New employees shall work under the provisions of this Agreement as probationary employees until they have been employed with the Company for thirty (30) working days within a consecutive ninety (90) day probationary period. Probationary employees may be discharged during the probationary period with or without cause and without further recourse. Upon completion of thirty (30) working days within the probationary period, the employee shall be placed on the applicable seniority list of the Supplemental Agreement under which he is then working as of his date of hire.

7.2 Regular Employees. Upon attainment of seniority, an employee shall be considered a regular employee of the Company. There shall be no responsibility for rehiring probationary employees if they are laid off prior to becoming regular employees.

7.3 Seniority Protection.

A. Bargaining unit employees selected for non-bargaining unit jobs may be returned, at the Company's option, to their former jobs in the bargaining unit without loss of seniority within three (3) months from the date of transfer out of the bargaining unit.

B. Employees selected for bid jobs may be returned to their former jobs within thirty (30) days from the date of transfer.

7.4 Union Access to Company Seniority Records. Should any bona fide question arise between the Company and the Union with respect to the seniority of any employee or the seniority rights of any employee or group of employees, the Company agrees to produce for the Union a printout of relevant seniority information from the Company's computer at no cost to the Union. Regardless of any question, the Company shall use its best efforts to produce upgraded seniority lists for all classifications of employees and shall post such lists in conspicuous locations and supply copies on a periodic basis to the Union.

7.5 Fringe Benefits. For purposes of fringe benefits, an employee will remain on the Company sehiority list from the date of hire and shall be paid benefits based on his date of hire with the Company, provided he qualifies in all other respects.

7.6 Job Assignments. In assigning employees to jobs, due consideration shall be given to the ability of the employees to perform the work available in a manner satisfactory to the Company, subject in any instance to the right of appeal as provided in the Grievance Provisions set forth in Article IX. Where qualifications and ability are equal, seniority shall prevail.

7.7 Termination of Company, Area, and Departmental Seniority. All seniority rights with the Company shall be terminated for the following reasons:

A. Discharge for cause.

B. Twelve (12) consecutive months of layoff.

C. Twelve (12) months of absence by reason of illness.

D. Abandonment of job without notice to the Company.

7.8 Termination of Area and Departmental Seniority. Area and departmental seniority shall be terminated for the following reasons:

A. Voluntary quitting with advance notice to the Company.

B. Failure to report for work within three (3) days after the commencement of seasonal operations in any locality without first having obtained the written consent of the Company.

7.9 Seniority Grievances. All grievances related to seniority shall be made in writing to the Company within ten (10) days, excluding Saturdays, Sundays, and holidays, and any employee failing to make a grievance as prescribed shall waive his right to bring the matter in question as a grievance.

ARTICLE VIII

Leaves of Absence

8.1 In General. Leaves of absence may be granted by applying to and receiving approval from the Company. All leaves of absence, except as otherwise provided, shall be requested in writing and signed by the Company and the employee, and a copy shall be retained by each. Leaves of absence in excess of ninety (90) days will not be granted.

8.2 Duration of Leaves of Absence. Specific procedures governing leaves of absence are as follows:

A. One to Three Days -- Needs approval of salaried foreman or supervisor; approval need not be in writing.

B. Four to Ninety Days -- Needs approval of salaried foreman or supervisor; approval must be in writing. Leaves in excess of ten (10) days must also be authorized in writing by a supervisor. Leaves may only be extended by mutual agreement of the Company and the Union.

When more employees than can be spared by the Company have applied for a leave of absence at the same time, such leaves shall be granted on the basis of seniority, with the employee having the highest seniority receiving first preference.

ARTICLE IX

Grievance Provisions

9.1 Exclusive Representation. The Union is the exclusive representative of the employees for all purposes with respect to disputes or grievances.

9.2 Grievance Procedure Should any controversy, dispute, or disagreement arise during the term of this Agreement, there shall be no form of economic activity by either party against the other because of such controversy, dispute or disagreement, but the difference shall be adjusted as follows:

A. The employee shall first attempt to resolve the issue with his immediate supervisor or other representative designated by the Company. If called upon at this step of the grievance procedure, a Union representative and supervisor designated by the Company may also attempt settlement.

B. If the issue is still unresolved under Paragraph A above, upon receipt of a written notice from either party setting forth the nature of the dispute, designated representatives of the Company and the Union, shall within a week (seven (7) days) from receipt of such written notice, attempt to reach a settlement. Such written notice must be submitted within ten (10) calendar days of the occurrence of the alleged grievance.

C. If the matter is not settled within two (2) weeks (fourteen (14) days) from receipt of the written notice described in Paragraph B above, the Union or the Company may, within such time period, request arbitration. If

the parties cannot agree on an arbitrator, a list of five (5) arbitrators shall be requested from the Federal Mediation and Conciliation Service, the State Mediation and Conciliation Service, or the American Arbitration Association, and the parties shall select therefrom one (1) arbitrator by alternately deleting names from the list until a last name remains, the parties drawing lots to determine who shall be entitled to the first deletion. The time limits referred to in this article may be extended by mutual agreement of the parties.

The decision of the arbitrator upon the question in dispute shall be final and binding upon the parties hereto, the arbitrator shall not have the authority to change, alter, or modify any of the terms or provisions of this Agreement.

The expense of the arbitrator and all mutual facilities and services shall be borne equally by the Company and the Union. Each party shall bear the cost of presenting its case.

9.3 Other Provisions Relating to Grievances

A. Any claims for compensation shall be limited to a maximum of thirty (30) days retroactive from the date the claim is submitted to the Company in writing. Any such grievance, claim or dispute not processed within the time limits set forth herein shall be waived.

B. There shall be no retaliation or discrimination against an employee for filing a grievance.

ARTICLE X

Medical and Dental Claims Review Board

A. The parties, in an effort to expedite the processing of medical and dental benefit claims by employees, shall continue with the "Medical and Dental Claims Review Board", hereinafter referred to as the "Board", consisting of two (2) appointees from the Company and two (2) appointees from the Union. It shall be the duty of the Board to meet and confer on a regular basis of not less than once a month to resolve disputes arising from employees' allegations that their medical and dental claims are not being attended to in an expeditious manner.

B. The Board shall attempt to resolve the following types of disputes should they arise:

1. Coverage.
2. Timely payment of claims.
3. Payment of disputed bills.
4. Procedural problems--e.g., simplifying. claims forms, etc.
5. Authorization for dental work.
6. Other related miscellaneous matters.

C. The Board's decision shall be binding on all parties and shall constitute an arbitrator's award. Further, the Board shall have all powers

of an arbitrator as defined in the California Code of Civil Procedure. The Board may in appropriate cases award the claimant, if it rules in his favor, all or a portion of costs incurred by him as the result of the denial or untimely payment of the claim.

D. In the event the Board is unable to reach a majority decision, the matter shall be referred to arbitration by a neutral third person unless resolved by the representatives of the Company and the Union within seven (7) days after the impasse of the Board. A list of five (5) neutrals shall be obtained from the State Mediation and Conciliation Service and the parties shall alternately strike names; the last person on the panel shall be the arbitrator. In the event the arbitrator rules in favor of the claimant, the arbitrator shall award the claimant all costs he may have incurred as a result of the denial or untimely payment of the claim; all costs of the arbitrator including reasonable attorney's fees may be awarded to the prevailing party in appropriate cases.

ARTICLE XI

Collective Bargaining

The Company shall deal solely with its own employees through the Union representative as provided by this Agreement.

ARTICLE XII

Safety

Safety is a major concern of the Company and the Union. Hazardous or unsafe conditions will be called to the attention of the appropriate supervisor.

ARTICLE XIII

Wage and Price Stabilization

13.1 Applicable Legislation. If any provision herein agreed to by and between the Company and Union may not be put into effect because of applicable legislation, executive orders, or regulations dealing with wage and price stabilization, then such provisions, or any part thereof, including any retoractive requirement thereof, shall become effective at such time, in such amounts, and for such periods, retroactively and prospectively, as will be permitted by law at any time during the life of this Agreement and any extension thereof.

13.2 Cooperation of the Parties. The Company and the Union agree to cooperate in seeking approval of any monetary amounts in excess of those amounts allowed by any cost-of-living council or similar agency, or any legislation, executive orders, or regulations dealing with wage and price stabilization.

ARTICLE XIV

Competitive Wages

The Company and the Union acknowledge that the Company's wage rates for workers covered under this Agreement have historically been competitive with other major employers in the industry (as specifically defined in the Letter of Understanding executed simultaneously with this Agreement) and that it is important to both the Union and the Company to maintain this competitiveness. If any other major employer in the industry, during the remaining term of this Agreement, commences overall wage scales that, in general, differ significantly from the wages paid by the Company for classifications within any Schedule of this Agreement, the Company and the Union agree to renegotiate said wages to a competitive level. If agreement cannot be reached on a competitive wage scale, the Company shall institute its last offer and the Company and the Union shall arbitrate the question of what is a competitive wage scale for the Schedule in question. This clause shall not apply to wage differences created by different methods of computation (e.g., where one employer pays on an hourly rate and another pays on a piece rate) and is not intended to cover individual categories of workers within each classification where differences in job descriptions, duties and responsibilities may affect the relative wage scales of any particular employee.

ARTICLE XV

New Classifications

In the event that any new classification of employment covered by this Agreement is created, the wages, hours, and working conditions of said classification shall be negotiated by the parties commencing not later than thirty (30) days from the date the creation of said classification is made known to the Union. Upon completion of said negotiations, in as expeditious a manner as possible, said terms of employment for said new classification of employment shall be made part of this Agreement. Adjustments of disputes or differences about classifications shall be settled through the Grievance Provisions set forth in Article IX of this Agreement.

ARTICLE XVI

Supplemental Agreements

There are several segments of the Company's operation covered by this Master Agreement and for this reason Supplemental Agreements are provided for each of the specific types of work controlled by this Master Agreement.

All such Supplemental Agreements are hereby incorporated by reference.

ARTICLE XVII

Document Contains Entire Agreement

This document contains the entire Agreement of the parties and neither party has made any representations to the other which are not contained herein.

ARTICLE XVIII

Duration of Agreement

This Agreement shall be in full force and effect from the date hereof and shall continue in full force and effect and shall be binding on the parties hereto through September 15, 1983. Either of the parties may give notice in writing to the other party sixty (60) days prior to the expiration of this Agreement, requesting negotiations for a new agreement or modification hereof. Absent such notice, this Agreement shall continue in force from year to year thereafter.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, and all Supplemental Agreements and Schedules on the dates indicated next to their respective names.

General Teamsters
Warehousemen and Helpers Union,
Local 890

Date: September 27, 1980 By Edward C. Gay

BUD ANTLE, INC.,
A California Corporation

Date: September 27, 1980 By Greg Van Hoot

SUPPLEMENTAL AGRICULTURAL AGREEMENT A

Growing, Pre-Harvesting, and Packing of Agricultural Commodities

SUPPLEMENTAL AGRICULTURAL AGREEMENT A

Growing, Pre-Harvesting, Harvesting, and Packing of Agricultural Commodities

Preamble: This Agreement is supplemental to and becomes a part of the Bud Antle, Inc. Master Agreement made and entered into by and between Bud Antle, Inc., a California Corporation (hereinafter referred to as the "Company"), and General Teamsters, Warehousemen and Helpers Union Local 890, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (hereinafter referred to as the "Union") for and on behalf of the hereinafter designated employees of the Company as their exclusive collective bargaining agent. This Agreement shall be applicable to all work performed within the scope of this Agreement under the classifications defined and set forth herein. This Agreement shall become effective September 16, 1980 and shall modify the specific terms of the Bud Antle, Inc. Master Agreement only to the extent specifically provided herein.

1. Scope of Supplemental Agreement. This Supplemental Agreement covers all persons employed in all areas of the Company's operations in the growing, pre-harvesting, harvesting, and packing of agricultural commodities. No supervisor, assistant supervisor, foreman or rowboss having authority from the Company to hire, fire, or direct the work force shall be either a member of the Union or covered by the provisions of this Supplemental Agreement.

2. Unemployment Insurance and Worker's Compensation. The Company agrees at its expense to provide unemployment insurance to all workers covered by this Supplemental Agreement under applicable state acts, where available, or under federal legislation to the extent state insurance programs are not available. The Company further agrees to provide at its expense Worker's Compensation Insurance whether or not required by law.

3. Health and Welfare. Employees under this Supplemental Agreement shall be provided coverage for health and welfare as follows:

A. An employee shall qualify for benefits after working not less than eighty (80) hours in the preceding calendar month and shall continue to qualify so long as the employee works at least eighty (80) hours in each succeeding calendar month.

B. Basic medical and dental coverage shall be as set forth and described in the Bud Antle, Inc. Special Field Worker Medical Plan 102AB Summary distributed free of charge by the Company and printed in both English and Spanish, a copy of which is attached hereto as Exhibit 1.

C. An employee shall have to have qualified under Paragraph 3A for three (3) consecutive months in order to be eligible for elective repair-and-replacement dental care pursuant to the Bud Antle, Inc. Special Field Worker Medical Plan 102AB Summary. Seasonal employees shall continue to be eligible for elective repair-and-replacement dental care if they commence work at the beginning of the season and had been eligible for elective repair-and-replacement dental care at the end of the preceding season.

D. Payment of Insurance Premiums Between Seasons. After termination of employment for a season, a seniority employee may pay his own insurance premiums, at the group rate, for a period not to exceed twelve (12) consecutive months. The first payment of premiums by the employee must be made 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 the premium by the employee must be made by the tenth (10th) day of the next consecutive month. Thereafter each payment must be made consecutively by the tenth (10th) day of the month, provided the Company is not obligated to pay insurance for that month.

4. Pension.

A. The Company shall contribute to the Western Conference of Teamsters Negotiated Pension Trust Fund twenty-one cents ($0.21) per hour for each and every hour worked for each employee covered by this Supplemental Agreement up to a maximum of one hundred seventy three (173) hours in any month.

B. The total amount due for each calendar month shall be remitted in a lump sum and not later than the tenth (10th) day of the following month. The Company agrees to abide by such rules as may be established by the Trustees of said Trust Fund to facilitate the prompt and orderly collection of such amounts, and the accurate reporting and recording of such amounts paid on account of the employees. Failure to make the payments herein provided, within the time specified, shall be a breach of this Agreement.

C. The Company accepts the terms and provisions of the Agreement and Declaration of Trust establishing the Western Conference of Teamsters Pension Trust Fund for Northern California, dated as of April 26, 1955, and agrees that the Employer Trustees named in the Agreement and Declaration of Trust, are and shall be its representatives insofar as the Pension Trust Fund is concerned. The Company consents to be bound by the acts and determinations of the Trustees, including without limitation, the establishment, maintenance, modification and termination of a Pension Plan, the amount and type of benefits which may be provided thereunder, the crediting of service for the purpose of determining the benefits of individual employees, and the method of funding and paying the benefits.

D. The parties agree that because the Trustees of the Fund will rely on the execution of this Agreement to restore and not to reduce benefits to Retiring Employees, this Agreement may not be modified, terminated, or rescinded by the parties directly or indirectly without the express written consent of the Trustees.

5. Funeral Leave. In the event of a death in the family (defined without exception as the employee's father, mother, mother-in-law, father-in-law, spouse, children, brother, sister, and/or grandparents), a regular employee shall be entitled to a maximum of three (3) days off with pay at his or her regular hourly rate of pay to attend the funeral, provided the attendance days shall fall within the regular scheduled work week. The Company will require a death certificate or other evidence of death.

6. Jury Duty. When the employee is first notified of a call for jury duty, he shall immediately inform the Company in writing of such notification. If an employee serves on a jury he shall be paid the difference between eight (8) hours straight-time pay at the guaranteed hourly rate and the payment made to such employee as a juror for those days that the employee would have worked.

7. Holidays.

A. The following days shall be observed as holidays, and all work performed upon said days shall be paid at the overtime rate: Sunday, Christmas, New Year's Day, Washington's Birthday, 4th of July, Memorial Day, Labor Day, Veterans Day, and Thanksgiving. When a holiday falls on Sunday, or when the date of observance of the holiday is in question, the day designated by federal proclamation shall be observed as the holiday.

B. In addition to the above holiday provisions, employees will be entitled to the following six (6) paid holidays: Memorial Day, 4th of July, Labor Day, Thanksgiving, Christmas, and New Year's Day. To be eligible for holiday benefits an employee must work the last scheduled work day before and the next scheduled work day after the holiday.

C. Each paid holiday for hourly employees shall be paid at the rate of eight (8) times the employee's guaranteed hourly rate.

D. Holiday pay for piece rate employees shall be paid at the daily average rate of pay earned during the payroll week immediately preceding the holiday computed on an average basis by schedule and not by individual.

8. Vacations. An employee who has completed one thousand (1,000) hours of work during a calendar year shall receive a paid vacation amounting to two percent (2%) of the employee's gross Company earnings in the said year, increasing to four percent (4%) after the employee has so qualified for vacation pay for three (3) consecutive years. The four percent (4%) benefit shall continue to be paid for each subsequent year in which the employee works one thousand (1,000) hours, so long as seniority is maintained.

Vacations shall be taken at such time as will cause the least inconvenience to the Company. An employee qualifying for a paid vacation shall be entitled to one (1) week off (vacation time) for each two percent (2%) vacation pay earned as defined above.

9. Travel Time. Seniority employees who work on harvest crews shall receive a travel allowance between areas per the schedule below. Employees must be at work the first day that their crew starts in the new area (not necessarily with the same crew) or at the expiration of the travel time to qualify for the travel allowance below.

Areas	Travel Allowance	Travel Time
Salinas/Tustin	$35.00	3 days
Salinas/Oxnard	35.00	3 days
Salinas/Huron	30.00	2 days
Salinas/Blythe/Poston	45.00	4 days

Salinas/Imperial Valley	45.00	4 days
Salinas/Yuma	45.00	4 days
Huron/Blythe	40.00	3 days
Tustin/Yuma	30.00	2 days

10. Call Time. All workers shall report to the place called for work at the time called, regardless of whether or not work is performed, and they shall be paid from the time called until released. Where the Company provides transportation, the pick-up location shall not be deemed the place called for work, and an employee shall not be deemed to have reported for work until the transportation provided by the Company arrives at the production location. Workers shall be paid a minimum of four (4) hours pay for each call at the hourly guaranteed rate regardless of whether or not work is provided. The call provision shall not apply where work covered by this Supplemental Agreement is delayed or cannot be carried out because of unpredictable rain or government condemnation of crop, or other unpredictable acts beyond the control of Bud Antle, Inc., when any of the foregoing occur after work commences. Any call may be rescinded by notification to employees before reporting to work. During inclement weather, the Company shall be allowed one hour after call time to commence transportation of employees from the loading place to the fields. Thereafter, employees may return home or remain at the bus-loading location, at their election. After arrival at the production site, if inclement weather delays or halts production, employees may leave and need not wait to determine if production will commence and the provisions of the call time will not apply. If twenty percent (20%) or more of the crew wants to leave owing to inclement weather, the Company will use its best effort to provide them with transportation or assist them over Company communication facilities to contact persons who will be able to come to the production locations and pick up workers.

11. 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 fifteen (15) minutes per four (4) hours' work. A rest period shall be provided for work periods of more than two and one-half (2-1/2) hours. In the event of equipment breakdown, rest periods may be taken at that time if the normal break period would occur within a reasonable time thereafter.

12. Hours and Overtime.

A. Overtime. Time worked on Sunday and on holidays shall be at one and one-half (1-1/2) times the regular rate of pay for the work performed, unless otherwise provided in the Schedules attached hereto. All time worked in excess of eight (8) hours in any one (1) day shall be paid at one and one-half (1-1/2) times the regular hourly rate of pay, unless otherwise provided in the Schedules attached hereto.

B. Lunch Break. All employees shall be given one-half (1/2) hour in which to eat their lunch at approximately the middle of each eight (8) hours' work. In no case shall an employee work in excess of five (5) hours without such lunch break.

13. Wages, Job Classification, and Jobs Covered.

A. Rates of pay, jobs covered, job definitions and descriptions

are attached hereto as Schedules.

B. There shall be no reduction in present rates of pay or the imposition of conditions that are in excess of those established under the terms of this Agreement.

14. Seniority

A. Seniority Records. The Company shall establish and maintain a computerized seniority system that will record and monitor the (1) Company Seniority, (2) Area Seniority, and (3) Departmental Seniority of all regular employees, as specified under the Supplemental Agreement. The following principles and terms shall apply:

1. Company seniority is defined as a regular worker's total length of continuous employment with the Company.

2. Area seniority is defined as a worker's total length of continuous employment in any of the following areas:

Salinas-Watsonville
Huron
Poston-Blythe
Yuma
Imperial Valley
Oxnard

and such other areas as may be added by mutual consent.

3. Departmental seniority is defined as a worker's total length of continuous employment within an area in a particular Schedule of this Supplemental Agreement.

Seniority shall be acquired, maintained, and lost in departments and areas independently of other departments and areas. A break in seniority in one department and/or area shall not constitute a break in Company seniority unless the employee is terminated by the Company for cause, so long as all other conditions for unbroken seniority are fulfilled. An employee shall maintain his Company seniority until all departmental seniority has been broken in all areas.

Earned vacation leave and authorized leaves of absence will count as constructive time for the purposes of seniority and shall not constitute a break in employment.

All employees with a date of first hire prior to the formal inception of the Company's forthcoming computerized seniority lists shall have equal departmental, area and company seniority if more reliable records are not otherwise available.

B. Special Rules for Field Seniority. There shall be a separate seniority list for workers working under each of the attached Schedules and the following rules shall apply:

1. Crew Transfers. Employees electing not to move with their crew when the crew moves to another location will be hired to fill vacancies on remaining crews by departmental seniority.

2. Crew Termination. When a crew is terminated, employees in that crew will be placed in existing crews in any operating area in accordance with their departmental seniority. If an employee so exercises his seniority rights, he must first contact his supervisor who will ensure that he bumps the lowest seniority person in that department; the employee is not entitled to bump the lowest seniority person on a particular crew of his choice.

3. Overlapping Seasonal Operations. Where the Company operates in two or more areas with overlapping seasonal operations, an employee having seniority in more than one area shall not lose his seniority so long as he works in the area to which he is assigned by the Company.

15. Work Equalization. The Company agrees to use its best efforts to equalize work between different job functions within each crew.

16. Production Figures. Foremen shall notify their crews each day of the hours worked and the number of cartons packed the previous day.

17. Training Meetings. Training meetings will be conducted by the Company for foremen and supervisors.

18. Piece-Rate Calculations. When changing fields, each field's piece rate will be computed separately.

19. Blythe/Poston Travel Pay. When the Company finds it necessary to bus employees from Calexico to work in Blythe or Poston, the Company shall pay two (2) hours to Blythe and three (3) hours to Poston, at the guaranteed hourly wage. If needed, the Company will make available a labor camp for ground crews in Poston.

20. Non-Production Work. When a harvest employee is required to work apart from the crew, such work shall be compensated for at the crew's piece-rate or at the guaranteed hourly wage, whichever is greater, and will be paid by the Company. Time spent by an employee performing non-production work will not be applied to the crew's piece-rate.

Acknowledged and Accepted.

General Teamsters,
Warehousemen and Helpers Union
Local 890

Date: _____ By _____

BUD ANTLE, INC.,
A California Corporation

Date: _____ By _____

SCHEDULE I

Wrapped Lettuce/Cabbage Harvest

Machine Harvest - Hand-Wrap Operations

A. Job Classifications--Big Wrap Machines

Cutter, Hand Wrapper, Packer, Gluer-Closer, Loader

B. Wage Rates.

	9/16/80	9/16/81	9/16/82
Guaranteed Hourly Wage	$ 5.85	$ 6.40	$ 6.80
Piece Rates:			
18 & 24 heads/ctn	1.30	1.375	1.450
30 & 38 heads/ctn	1.50	1.575	1.650

(1) Gloves and overshoes will be provided, as required, provided worn out gloves and/or overshoes are turned in.

(2) Transportation will be provided for Loaders to and from e field.

(3) Overtime pay will be at the rate of one and one-half (1-1/2) times the guaranteed hourly rate or at the straight time piece rate, whichever is greater for all work in excess of eight (8) hours per day.

(4) The piece rate or the hourly rate, whichever is greater, shall be paid daily for the work performed that day.

(5) When the employee earns piece rate for the time covered, the employee shall be paid that piece rate for the time worked and shall be paid for the remaining guaranteed work time at the hourly rate, provided such employee performs all work assigned by the employer.

(6) Stand-by time resulting from machinery failure shall be paid at the guaranteed hourly rate of pay per hour.

(7) Rain gear shall be provided to the Loaders when they are required to work in the rain.

(8) Wrappers will be provided with cloth gloves, as required, and replacement gloves will be issued provided the worn out cloth gloves are turned in.

(9) Loaders will be compensated at the piece-rate for all time spent in the field, after one (1) hour of the crew's departure time. Loaders shall continue to be paid with no one-half (½) hour lunch deducted.

SCHEDULE II

Wrapped Lettuce/Cabbage Harvest

Machine Harvest - Hand-Wrap Operations

A. Job Classifications--Wrap - Walk Behind

Cutter, Wrapper-packer, Box Maker-Machine Operator, Closer, Loader.

B. Wage Rates.

	9/16/80	9/16/81	9/16/82
Guaranteed Hourly Wage	$ 5.85	$ 6.40	$ 6.80
Piece Rates:			
18 & 24 heads/ctn	1.30	1.375	1.450
30 & 38 heads/ctn	1.50	1.575	1.650

(1) Gloves and will be provided, as required, provided worn out gloves and/or overshoes are turned in.

(2) Transportation will be provided for Loaders to and from the field.

(3) Overtime pay will be at the rate of one and one-half (1 1/2) times the guaranteed hourly rate or at the straight time piece rate, whichever is greater, for all work in excess of eight (8) hours per day.

(4) The piece rate or the hourly rate, whichever is greater,shall be paid daily for the work performed that day.

(5) When the employee earns piece rate for the time covered, the employee shall be paid that piece rate for the time worked and shall be paid for the remaining guaranteed work time at the hourly rate, provided such employee performs all work assigned by the employer.

(6) Stand-by time resulting from machinery failure shall be paid at the guaranteed hourly rate of pay per hour.

(7) Rain gear shall be provided to Loaders when they are required to work in the rain.

(8) On walk-behind harvest vehicles, one container gluer-sealer-stacker will be designated to assist the foreman in turning the equipment at the ends of the rows. This employee will receive a premium of seventy-five cents ($.75) per hour.

(9) Wrappers will be provided with cloth gloves, as required, and replacement cloth gloves will be issued provided the worn out gloves are turned in.

(10) Loaders will be compensated at the piece-rate for all time spent in the field, after one (1) hour of the crew's departure time. Loaders shall continue to be paid with no one-half (½) hour lunch deducted.

SCHEDULE III

Naked Lettuce/Cabbage Harvest

Machine Harvest - Naked - Walk Behind

A. Job Classifications--Naked - Walk Behind

Cutter, Packer, Boxmaker-Machine Operator, Closer, Loader

B. Wage Rates.

	9/16/80	9/16/81	9/16/82
Guaranteed Hourly Wage	$ 5.85	$ 6.40	$ 6.80
Piece Rates:			
30 heads/ctn	1.04	1.1025	1.1650

(1) Gloves and overshoes will be provided, as required, provided worn out gloves and/or overshoes are turned in.

(2) Transportation will be provided for Loaders to and from the field.

(3) Overtime pay will be at the rate of one and one-half (1-1/2) times the guaranteed hourly rate or at the straight time piece rate, whichever is greater for all work in excess of eight (8) hours per day.

(4) The piece rate or the hourly rate, whichever is greater, shall be paid daily for the work performed that day.

(5) When the employee earns piece rate for the time covered, the employee shall be paid that piece rate for the time worked and shall be paid for the remaining guaranteed work time at the hourly rate, provided such employee performs all work assigned by the Company.

(6) Stand-by time resulting from machinery failure shall be paid at the guaranteed hourly rate of pay per hour.

(7) Rain gear shall be provided to Loaders when they are required to work in the rain.

(8) On walk-behind naked harvest vehicles, one container closer-stacker will be designated to assist the foreman in turning the equipment at the ends of the rows. This employee will receive a premium of seventy-five cents ($.75) per hour.

(9) Loaders will be compensated at the piece-rate for all time spent in the field, after one (1) hour of the crew's departure time. Loaders shall continue to be paid with no one-half (½) hour lunch deducted.

SCHEDULE IV

Naked Lettuce/Cabbage Harvest

Lettuce Harvest - Ground-Pack Operations

A. Job Classifications.

Carton Spreader, Cutter, Packer, Gluer, Water Sprayer, Closer, Windrower, and Loader.

B. Wage Rates.

	9/16/80	9/16/81	9/16/82
Guaranteed Hourly Wage	$ 6.85	$ 7.40	$ 7.80
Piece Rates:			
Cutter, Packer, Closer, Carton Spreader, Windrower, Loader	.97	1.030	1.090

(1) Boots, gloves, and rainwear will be provided, as required, provided worn out equipment is turned in.

(2) Transportation will be provided for Loaders to and from the field.

(3) Overtime pay will be at the rate of one and one-half (1-1/2) times the guaranteed hourly rate or at the straight time piece rate, whichever is greater, for all work in excess of eight (8) hours per day.

(4) The piece rate or the hourly rate, whichever is greater, shall be paid daily for the work performed that day.

(5) When the employee earns piece rate for the time covered, the employee shall be paid that piece rate for the time worked and shall be paid for the remaining guaranteed work time at the hourly rate, provided such employee performs all work assigned by the Company.

(6) Varying numbers of workers shall be assigned from among the crew to the specific tasks required for the field in which the work is done, as determined by the Company. The Company's standards are the highest in the industry and include the procedure of three (3) Cutter-Trimmers being used in conjunction with two (2) Packers. Packing humps and folded, glued cartons are furnished and are to be used at all times, or as directed by the Company.

(7) Loaders will be compensated at the piece-rate for all time spent in the field, after one (1) hour of the crew's departure time. Loaders shall continue to be paid with no one-half (½) hour lunch deducted.

SCHEDULE V

Celery-Field Harvest

Celery Field Harvest - Ground-Pack Operations

A. Job Classifications.

Container-Spreader, Cutter, Packer, Closer, Windrower, and Loader.

B. Wage Rates.

	9/16/80	9/16/81	9/16/82
Guaranteed Hourly Wage	$ 6.85	$ 7.40	$ 7.80
Piece Rates:			
Regular Wax Carton	1.280	1.330	1.390
Sleeve Wax Carton	1.580	1.640	1.710
Pop-up Carton	1.305	1.355	1.425
Regular Hearts	.915	.965	1.065
Special Hearts	1.165	1.215	1.315

(1) The Company will provide high-top overshoes, gloves and rain gear, provided the worn out equipment is turned in.

(2) Transportation for Loaders will be provided to and from the field.

(3) Overtime pay will be at the rate of one and one-half (1-1/2) times the guaranteed hourly rate or at the straight time piece rate, whichever is greater, for all work in excess of eight (8) hours per day.

(4) The piece rate or the hourly rate, whichever is greater, shall be paid for the work performed that day.

(5) When the employee earns piece rate for the time covered the employee shall be paid that piece rate for the time worked and shall be paid for the remaining guaranteed work time at the hourly rate, provided such employee performs all work assigned by the employer.

(6) Varying numbers of workers shall be assigned from among the crew to the specific tasks required for the field in which the work is done, as determined by the Company.

(7) The Company will pay a five cent ($.05) per carton premium in accordance with industry practice for celery cartons of any variety which are harvested while it is raining.

(8) Two (2) trainees will work as one (1) crewmember, and will split the Piece Rate between them. The guaranteed hourly wage shall be waived for such trainees, but minimum wage laws will be observed. Separate checks will be issued. A new worker may remain in the above trainee status for a maximum of fifteen (15) working days, or such longer period as may be mutually agreed to.

(9) Cloth gloves will be provided, as required, and replacement gloves will be issued provided the worn out gloves are turned in.

(10) The Christmas holiday benefit shall be paid to all employees who worked on celery crews that had no scheduled work day after Christmas, providing the employee worked the last scheduled work day prior to Christmas in the month of December.

(11) Buses for celery crews will be provided in the Salinas harvest area.

(12) The Company will avoid head on meeting of the crews as much as possible, and only under special circumstances will this occur.

(13) The Company agrees to have no more than thirty-nine (39) people in the crew, with the understanding that at the beginning or ending of the harvest season the Company may vary crew size to meet harvest requirements.

(14) When bagging dried celery, the Company will provide and pay a Water Sprayer at the crew piece-rate.

(15) Files and knives will be provided, as required, and replacement files and knives will be issued provided the worn out files and knives are turned in.

(16) The company will make its best effort to train new workers in the special training crew. However, under special circumstances at the beginning of a harvest season, the company will continue its past practice.

(17) Loaders will be compensated at the piece-rate for all time spent in the field, after one (1) hour of the crew's departure time. Loaders shall continue to be paid with no one-half (½) hour lunch deducted.

SCHEDULE VI

Farm Labor and Pre-Harvest

All Areas

Job Classifications	Hourly Wages		
Wage Rates	9/16/80	9/16/81	9/16/82
Farm Maintenance	$ 7.40	$ 7.95	$ 8.35
Mechanic	7.40	7.95	8.35
Welder	7.40	7.95	8.35
Serviceman I	6.90	7.45	7.85
Serviceman II	6.70	7.25	7.65
Tractor Drivers			
Class-I Operations*	6.90	7.45	7.85
Class-II Operations**	6.70	7.25	7.65
Transplant Machines	5.85	6.40	6.80
Irrigators***	5.90	6.45	6.85
Thin-Hoe, Miscellaneous	5.75	6.30	6.70

*Class I - Operations consist of listing, precision planting, precision application of agriculture chemicals. Operator shall receive the Class-I rate of pay for all time worked in job classifications of lesser rates of pay if during that day he performs some Class-I tractor work.

**Class II - Operations other than those listed under Class I shall receive Class-II rate of pay for all time worked in job classifications of lesser rates of pay if during that day he performs some Class-II tractor work.

***Irrigators do not receive overtime pay except on holidays. Sunday is not considered a holiday. Irrigator wage rates are fifteen cents ($.15) above the basic farm rates since overtime rates do not apply.

(1) The Company shall provide gloves, boots, rain gear, and safety goggles, as required, provided the worn out equipment is turned in.

(2) Workers shall not be required to use long handle hoes as short hoes.

(3) Transplant tractor drivers shall be paid the Class I tractor rate.

SCHEDULE VII

Bulk Lettuce/Cabbage Harvest-Bins

Wage Rates

	9/16/80	9/16/81	9/16/82	
Guaranteed Hourly Wage	$ 5.85	$ 6.40	$ 6.80	
Piece Rate - Per Bin	8.25	8.75	9.25	Cored
	7.50	7.60	7.70	Uncored
Tractor Driver, Class II	6.70	7.25	7.65	

(1) Boots, gloves, and rainwear will be provided, as required, provided the worn out equipment is turned in.

SCHEDULE VIII

Greenhouses

Job Classifications	Hourly Wages		
	9/16/80	9/16/81	9/16/82
General Labor	$ 5.85	$ 6.40	$ 6.80
Seeding Line and Mechanical Equipment	6.70	7.25	7.65
Forklift Operator	6.70	7.25	7.65
Plug Maker	6.05	6.60	7.00

(1) Employees who mix and apply chemicals shall receive a premium of ten cents ($.10) per hour during time worked in such capacity.

(2) Employees required to work with vermiculite will be provided with a protective mask.

SCHEDULE IX

Cauliflower Harvest

Cauliflower Harvest - Hand Bag or Wrap Operations

Job Classification--Machine Harvest - Hand Bag or Wrap Operations

	Hourly Wages		
	9/16/80	9/16/81	9/16/82
Guaranteed Hourly Rate	$ 5.85	$ 6.40	$ 6.80
Piece Rate Per Carton	1.17	1.24	1.31
Tractor Driver, Class II	6.70	7.25	7.65
Hand Tying			
Guaranteed Hourly Rate	6.85	7.40	7.80
Piece Rate per Acre	100.00	106.00	112.00

(1) Gloves, boots, rain gear, and cauliflower knives will be provided, as required, provided the worn out equipment is turned in.

(2) Transportation will be provided for Loaders to and from the field, as soon as vehicles can be obtained.

(3) Overtime pay will be at the rate of one and one-half (1-1/2) times the guaranteed hourly rate or at the straight time piece rate, whichever is greater, for all work in excess of eight (8) hours per day.

(4) Loaders will be paid for all time in the field (with no one-half (1/2) hour lunch deducted). Such time will be paid at the Piece Rate.

(5) If problems arise, Crew Foremen will not have immediate family members (including spouse) working in their crew.

(6) A harvest crew employee will not be required to work on tying crews, unless mutually agreed upon by the Company and the employee.

(7) The Company will make its best effort to maintain all Cauliflower Harvest equipment in good working order.

(8) Two trainees will work as one (1) crew member in the tying crews and will split the Piece Rate between them. The guaranteed hourly wage shall be waived for such trainees, but minimum wage laws will be observed. Separate checks will be issued. A new worker may remain in the above trainee status for a maximum of fifteen (15) working days or such longer period as may be mutually agreed to.

SUPPLEMENTAL AGRICULTURAL AGREEMENT B

PLANT AND SHED

SUPPLEMENTAL AGRICULTURAL AGREEMENT B

Plant and Shed

Preamble: This Agreement is supplemental to and becomes a part of the Bud Antle, Inc. Master Agreement made and entered into by and between Bud Antle, Inc., a California Corporation (hereinafter referred to as the "Company"), and General Teamsters, Warehousemen and Helpers Union Local 890, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (hereinafter referred to as the "Union") for and on behalf of the hereinafter designated employees of the Company as their exclusive Collective Bargaining Agent. This Agreement shall be applicable to all work performed within the scope of this Agreement under the classifications defined and set forth herein. This Agreement shall become effective September 16, 1980 and shall modify the specific terms of the Bud Antle, Inc. Master Agreement only to the extent specifically provided herein.

1. Scope of Supplemental Agreement. This Supplemental Agreement covers all persons employed in all of the Company's plant production areas and Oxnard Shed, with the exception of the Salinas celery-packinghouse employees. No supervisor, assistant supervisor, or foreman having authority from the employer to hire, fire, or direct the work force shall be either a member of the Union or covered by the provisions of this Supplemental Agreement.

2. Unemployment Insurance and Workers' Compensation. The Company agrees at its expense to provide unemployment insurance to all workers covered by this Supplemental Agreement under applicable state acts, where available, or under federal legislation to the extent state insurance programs are not available. The Company further agrees to provide at its expense Workers' Compensation Insurance whether or not provided by law.

3. Health and Welfare. Employees under this Supplemental Agreement shall be provided coverage for health and welfare as follows:

A. An employee shall qualify for benefits after working not less than eighty (80) hours in the preceding calendar month and shall continue to qualify so long as the employee works at least eighty (80) hours in each succeeding calendar month.

B. Basic medical and dental coverage shall be provided as set forth and described in the Bud Antle, Inc. Special Field Worker Medical Plan 102AB Summary distributed free of charge by the Company and printed in both English and Spanish, a copy of which is attached hereto as Exhibit 1.

C. An employee shall have to have qualified under Paragraph 3A for three (3) consecutive months in order to be eligible for elective repair-and-replacement dental care pursuant to the Bud Antle, Inc. Special Field Worker Medical Plan 102AB Summary. Seasonal employees shall continue to be eligible for elective repair-and-replacement dental care if they commence work at the beginning of the season and had been eligible for elective repair-and-replacement dental care at the end of the preceding season.

D. Payment of Insurance Premiums Between Seasons. After termination of employment for a season, a seniority employee may pay his own insurance premiums, at the group rate, for a period not to exceed twelve (12) consecutive months. The first payment of premiums by the employee must be made 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 the premium by the employee must be made by the tenth (10th) day of the next consecutive month. Thereafter each payment must be made consecutively by the tenth (10th) day of the month, provided the Company is not obligated to pay insurance for that month.

4. Pension.

A. The Company shall contribute to the Western Conference of Teamsters Negotiated Pension Trust Fund twenty-one cents ($0.21) per hour for each and every hour worked for each Salad Plant employee and fourteen cents ($0.14) per hour for each and every hour worked for each Oxnard Heart Shed employee covered by this Supplemental Agreement up to a maximum of one hundred seventy three (173) hours in any month.

B. The total amount due for each calendar month shall be remitted in a lump sum and not later than the tenth (10th) day of the following month. The Company agrees to abide by such rules as may be established by the Trustees of said Trust Fund to facilitate the prompt and orderly collection of such amounts, and the accurate reporting and recording of such amounts paid on account of the employees. Failure to make the payments herein provided, within the time specified, shall be a breach of this Agreement.

C. The Company accepts the terms and provisions of the Agreement and Declaration of Trust establishing the Western Conference of Teamsters Pension Trust Fund for Northern California, dated as of April 26, 1955, and agrees that the Employer Trustees named in the Agreement and Declaration of Trust, are and shall be its representatives insofar as the Pension Trust Fund is concerned. The Company consents to be bound by the acts and determinations of the Trustees, including without limitation, the establishment, maintenance, modification and termination of a Pension Plan, the amount and type of benefits which may be provided thereunder, the crediting of service for the purpose of determining the benefits of individual employees, and the method of funding and paying the benefits.

D. The parties agree that because the Trustees of the Fund will rely on the execution of this Agreement to restore and not to reduce benefits to Retiring Employees, this Agreement may not be modified, terminated, or rescinded by the parties directly or indirectly without the express written consent of the Trustees.

5. Funeral Leave. In the event of a death in the family (defined without exception as the employee's father, mother, mother-in-law, father-in-law, spouse, children, brother, sister, and/or grandparents), a regular employee shall be entitled to a maximum of three (3) days off with pay at his or her regular hourly rate of pay to attend the funeral, provided the attendance days fall within the regular scheduled work week. The Company will require a death certificate or other evidence of death.

6. Jury Duty. When the employee is first notified of a call for jury duty, he shall immediately inform the Company in writing of such notification. If an employee serves on a jury he shall be paid the difference between eight (8) hours straight-time pay at the guaranteed hourly rate and the payment made to such employee as a juror for those days that the employee would have worked.

7. Holidays.

A. The following days shall be observed as holidays, and all work performed upon said days shall be paid at the overtime rate: Sunday, Christmas, New Year's Day, Washington's Birthday, 4th of July, Memorial Day, Labor Day, Veterans Day, and Thanksgiving. When a holiday falls on Sunday, or when the date of observance of the holiday is in question, the day designated by federal proclamation shall be observed as the holiday.

B. In addition to the above holiday provisions, employees will be entitled to the following six (6) paid holidays: Memorial Day, 4th of July, Labor Day, Thanksgiving, Christmas, and New Year's Day. To be eligible for holiday benefits an employee must work the last scheduled work day before and the next scheduled work day after the holiday.

C. Each paid holiday shall be paid at the rate of eight (8) times the employee's guaranteed hourly rate.

8. Vacations. An employee who has completed one thousand (1,000) hours of work during a calendar year, shall receive a paid vacation amounting to two percent (2%) of the employee's gross Company earnings in the said year, increasing to four percent (4%) after the employee has so qualified for vacation pay for three (3) consecutive years. The four percent (4%) benefit shall continue to be paid for each subsequent year in which the employee works one thousand (1,000) hours so long as seniority is maintained.

A seniority employee who works at least seven hundred (700) hours and works only at the Holtville Salad Plant and who works all available hours offered by the Company but fails to work the necessary one thousand (1000) hours to qualify for vacation because of insufficient work offered shall receive vacation pay equaling two percent (2%) of the employee's gross Company earnings times actual hours worked divided by one thousand (1000) hours.

Vacations shall be taken at such time as will cause the least inconvenience to the Company. Each employee qualifying for a vacation shall receive one (1) week's vacation for each two percent (2%) of the employee's gross Company earnings received.

9. Travel Time. Seniority employees who work in the Salad Plant shall receive a travel allowance between areas per the schedule below. Employees must be at work the first day that their crew starts in the new area (not necessarily with the same crew) or at the expiration of the travel time to qualify for the travel allowance below.

Areas	Travel Allowance	Time
Salinas/El Centro	$45.00	4 days

10. 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 fifteen (15) minutes per four (4) hours' work. A rest period shall be provided for work periods of more than two and one half (2-1/2) hours. In the event of equipment breakdown, rest periods may be taken at that time if the normal break period would occur within a reasonable time thereafter.

11. Hours and Overtime

A. Overtime. Time worked on Sunday and on holidays shall be at one and one-half (1-1/2) times the regular rate of pay for the work performed. All time worked in excess of eight (8) hours in any one (1) day shall be paid at one and one-half (1-1/2) times the regular hourly rate of pay.

B. Lunch Break. All employees shall be given one-half (1/2) hour in which to eat their lunch at approximately the middle of each eight (8) hours' work. In no case shall an employee work in excess of five (5) hours without such lunch break.

C. Night-Shift Wage Differential. All Salad Plant employees, with the exception of Night Washers, commencing work by clocking in between 2:00 p.m. and 2:00 a.m., shall receive an additional ten cents ($0.10) per hour over their regular rate of pay for all hours worked up to eight (8) hours, and fifteen cents ($0.15) per hour for all hours worked over eight (8) in any one day.

12. Wages, Job Classification, and Jobs Covered

A. Rates of pay, jobs covered, job definitions and descriptions are attached hereto as Schedules.

B. There shall be no reduction in present rates of pay or the imposition of conditions that are in excess of those established under the terms of this Agreement.

13. Seniority.

A. Seniority Records. The Company shall establish and maintain a computerized seniority system that will record and monitor the (1) Company Seniority, (2) Area Seniority, and (3) Departmental Seniority of all regular employees, as specified under this Supplemental Agreement. The following principles and terms shall apply:

1. Company seniority is defined as a regular worker's total length of continuous employment with the Company.

2. Area seniority is defined as a worker's total length of continuous employment in any of the following areas:

Salinas-Watsonville
Imperial Valley
Oxnard

and such other areas as may be added by mutual consent.

3. Departmental seniority is defined as a worker's total length of continuous employment within an area in a particular Schedule of this Supplemental Agreement.

Seniority shall be acquired, maintained, and lost in departments and areas independently of other departments and areas. A break in seniority in one department and/or area shall not constitute a break in Company seniority unless the employee is terminated by the Company for cause, so long as all other conditions for unbroken seniority are fulfilled. An employee shall maintain his Company seniority until all departmental seniority has been broken in all areas.

Earned vacation leave and authorized leaves of absence will count as constructive time for the purposes of seniority and shall not constitute a break in employment.

All employees with a date of first hire prior to the formal inception of the Company's forthcoming computerized seniority lists shall have equal departmental, area, and Company seniority if more reliable records are not otherwise available.

B. Special Rules for Seniority. There shall be a separate seniority list for workers working under each of the attached Schedules and the following rules shall apply:

1. Crew Transfers. Employees electing not to move with their crew when the crew moves to another location will be hired to fill vacancies on remaining crews by departmental seniority.

2. Crew Termination. When a crew is terminated, employees in that crew will be placed in existing crews in any operating area in accordance with their departmental seniority. If an employee so exercises his seniority rights, he must first contact his supervisor who will ensure that he bumps the lowest seniority person in that department; the employee is not entitled to bump the lowest seniority person on a particular crew of his choice.

3. Other Overlapping Operations. Where the Company operates a salad plant in two or more areas with overlapping seasonal operations, an employee having seniority in more than one area shall not lose his seniority so long as he works in the area to which he is assigned by the Company.

4. An employee who reports for work at the time assigned by the Company may exercise his departmental seniority to bump into a crew; such election may be exercised one time per season and must be made within two weeks of the time the employee is assigned to report.

14. Training Meetings. Training meetings will be conducted by the Company for Foremen and Supervisors.

Acknowledged and Accepted.

General Teamsters,
Warehousemen and Helpers Union,
Local 890

Date: _____ By _____

BUD ANTLE, INC.,
A California Corporation

Date: _____ By _____

SCHEDULE I

Salad Plant

Job Classifications	Hourly Wages		
Wage Rates	9/16/80	9/16/81	9/16/82
General Labor	$ 5.90	$ 6.45	$ 6.85
Quality Control, Cutters, Dryers, Box-makers, Night Washers	6.15	6.65	7.15
Fork-lift Drivers, Pentarap Packaging Machine Operator	6.70	7.20	7.70
* Fork-lift Driver/Loader, Fork-lift Driver/Diesel Shuttle	8.30	8.75	9.25

* Diesel Shuttle work not to exceed two (2) miles.

1. When there are no Line Haul Drivers available to perform diesel runs, a qualified driver from the Salad Plant may be assigned to the run, provided such driver shall be paid per the Line Haul Schedule (Exhicit III-A).

2. Seniority employees required to work substantially full time in temperature controlled areas shall receive a two cent ($0.02) per hour protective clothing premium for all hours worked.

SCHEDULE II

Oxnard Shed

Job Classification	Hourly Wages		
Wage Rates	9/16/80	9/16/81	9/16/82
General Labor	$5.65	$5.70	$6.00

SUPPLEMENTAL AGRICULTURAL AGREEMENT C

AGRICULTURAL SUPPORT

SUPPLEMENTAL AGRICULTURAL AGREEMENT C

Agricultural Support

Preamble: This Agreement is supplemental to and becomes a part of the Bud Antle, Inc. Master Agreement made and entered into by and between Bud Antle, Inc., a California Corporation (hereinafter referred to as the "Company") and General Teamsters, Warehousemen and Helpers Union Local 890, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (hereinafter referred to as the "Union") for and on behalf of the hereinafter designated employees of the Company as their exclusive Bargaining Agent. This Agreement shall be applicable to all work performed within the scope of this Agreement under the classifications defined and set forth herein. This Agreement shall become effective September 16, 1980 and shall modify the specific terms of the Bud Antle, Inc. Master Agreement only to the extent specifically provided herein.

1. Scope of Supplemental Agreement. The provisions of this Supplemental Agreement cover only agricultural support workers of the Company, as previously designated in prior agreements between the Company and the Union. The Schedules attached hereto cover all persons performing work falling within the classifications hereinafter set forth.

2. State Unemployment Insurance. The Company agrees to bring all workers covered by this Supplemental Agreement under the State Unemployment Insurance Act, and further agrees to assume and continue paying the level of payroll taxes required for coverage.

3. Health and Welfare, Major Medical, Dental, and Vision Care.

A. General Program. The Company agrees to maintain its Special Support Workers Plan 103AB with the same benefits as therein provided as of September 17, 1980.

B. Eligibility. An eligible employee is an employee who has worked eighty (80) hours for the Company in the preceding calendar month, and the employee shall continue to qualify so long as he works at least eighty (80) hours in each succeeding calendar month.

C. Payment of Insurance Premiums Between Seasons. After termination of employment for a season, a seniority employee may pay his own insurance premiums, at the group rate, for a period not to exceed twelve (12) consecutive months. The first payment of premiums by the employee must be made 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 the premium by the employee must be made by the tenth (10th) day of the next consecutive month. Thereafter each payment must be made consecutively by the tenth (10th) day of the month, provided the Company is not obligated to pay insurance for that month.

4. Pension Plan.

A. The Company shall pay into the Western Conference of Teamsters Pension Trust Fund for the benefit of each of its employees covered under Schedule I (Shop), II (Truck Drivers), and III (Line

Haul) the premium sum of seventy cents ($.70) per hour. The Company shall pay for the benefit of each of its employees covered under Schedule IV (Carton Yard) the premium sum of thirty-five cents ($.35) per hour. The premium sums shall be paid for each hour worked up to a maximum of one hundred seventy three (173) hours in any month.

B. The total amount due for each calendar month shall be remitted in a lump sum and not later than the tenth (10th) day of the following month. The Company agrees to abide by such rules as may be established by the Trustees of said Trust Fund to facilitate the prompt and orderly collection of such amounts, and the accurate reporting and recording of such amounts paid on account of the employees. Failure to make the payments herein provided, within the time specified, shall be a breach of this Agreement.

C. The Company accepts the terms and provisions of the Agreement and Declaration of Trust establishing the Western Conference of Teamsters Pension Trust Fund for Northern California, dated as of April 26, 1955, and agrees that the Employer Trustees named in the Agreement and Declaration of Trust, are and shall be its representatives insofar as the Pension Trust Fund is concerned. The Company consents to be bound by the acts and determinations of the Trustees, including without limitation, the establishment, maintenance, modification and termination of a Pension Plan, the amount and type of benefits which may be provided thereunder, the crediting of service for the purpose of determining the benefits of individual employees, and the method of funding and paying the benefits.

D. The parties agree that because the Trustees of the Fund will ely on the execution of this Agreement to restore and not to reduce benefits to Retiring Employees, this Agreement may not be modified, terminated, or rescinded by the parties directly or indirectly without the express written consent of the Trustees.

5. Cost of Living. All employees covered by this Supplement shall be covered by the provisions for a cost-of-living allowance, as set forth in this Section.

A. The amount of the cost-of-living allowance shall be determined as provided below on the basis of the "Consumer Price Index for Urban Wage Earners and Clerical Workers - Revised, U.S. Department of Labor, Bureau of Labor Statistics, All Cities, Average All Items (1967 = 100)" and referred to herein as the "Index".

B. The first cost-of-living allowance, based on the difference between the Index figure of April 1980 and the Index figure for April 1981, shall be effective the first pay period beginning on or after July 1, 1981. The second cost-of-living allowance, based on the difference between the Index figure of April 1981 and the Index figure for April 1982, shall be effective the first pay period beginning on or after July 1, 1982.

C. Adjustments in the cost-of-living allowance shall be made on the basis of changes in the Index as follows:

For increases in the Index of more than five percent (5%) per year, guaranteed hourly wage rates will be increased by the following formula:

.3 point = $.01

There will be a maximum of twenty-five cents ($.25) added to wage rates per this formula.

6. Funeral Leave. In the event of a death in the family (without exception defined as the employee's father, mother, spouse, children, brother, sister, mother-in-law, father-in-law, and/or grandparents), a regular employee shall be entitled to four (4) days off with eight (8) hours straight-time pay each day to attend the funeral. The Company will require a death certificate or other evidence of death.

7. Jury Duty. When the employee is first notified of a call for jury duty, he shall immediately inform the Company in writing of such notification. If an employee serves on a jury he shall be paid the difference between eight (8) hours straight-time pay and the payment made to such employee as a juror for those days that the employee would have worked.

8. Holidays. Except as otherwise provided in the Schedules attached hereto:

A. The following days shall be observed as holidays: Sunday, Christmas, New Year's Day, Washington's Birthday, Memorial Day, 4th of July, Labor Day, Veterans Day, Thanksgiving Day. When the holiday falls on Sunday, or when the date of observance of the holiday is in question, the day designated by federal proclamation shall be observed as a holiday.

B. Labor Day, Thanksgiving Day, Christmas, January 1st, Washington's Birthday, the 4th of July, and Memorial Day shall be paid holidays for seniority employees. Employees qualified for holiday pay shall receive eight (8) hours straight-time pay even though no work is performed on the holiday. If work is performed on any of these seven (7) holidays, the employee shall receive in addition to the eight (8) hours holiday pay the overtime rate of time and one-half for all hours worked. All work performed on any holidays other than these seven (7) paid holidays shall be paid for at the overtime rate of time and one-half. To be eligible for holiday benefits, an employee must work his last scheduled work day before and his next scheduled work day after the holiday, and during the month in which the holiday occurs.

C. Each paid holiday shall be paid at the rate of eight (8) times the employee's guaranteed hourly rate.

9. Vacation. Employees covered by this Section shall receive vacation pay as follows:

A. Upon working two thousand one hundred sixty (2160) hours within the fifty-two (52) workweek period commencing on or immediately after June 1 of any year within job classifications covered under Schedules contained in this Supplemental Agreement, an employee shall receive a one (1) week vacation with pay equal to forty-eight (48) hours at his guaranteed hourly rate of pay.

B. Upon working two thousand one hundred sixty (2160) hours, as stated in (A) above, for three (3) consecutive years, an employee shall receive a two (2) week vacation with pay equal to ninety-six (96) hours at his guaranteed hourly rate of pay.

C. Upon working two thousand one hundred sixty (2160) hours, as stated in (A) above, for five (5) consecutive years, an employee shall receive a three (3) week vacation with pay equal to one hundred forty-four (144) hours at his guaranteed hourly rate of pay.

D. If in any year an employee works less than two thousand one hundred sixty (2160) hours but more than one thousand (1000) hours in a job classification covered by this Supplemental Agreement, such employee will be entitled to a prorated vacation equal to forty-eight (48) hours at his guaranteed hourly rate of pay times actual hours worked divided by two thousand one hundred sixty (2160) hours.

E. Vacation payments will be made upon the first payroll period ending on or immediately after June 1st of each year.

F. The Company will have the right to determine the period within which any employee shall take his vacation, but the express preferences of the employee will be given full consideration.

10. Travel Pay.

A. Seniority employees reassigned to a new area for other than temporary fill-in jobs and required by the Company to travel over one hundred (100) miles shall be paid the following number of hours of pay at the straight-time rate and the following travel allowances:

Mileage to New Assignment	Hours of Pay	Travel Time	Travel Allowance
100 - 349.9	16	2 days	$30
350 - 549.9	24	3 days	55
550 - up	32	4 days	80

B. Travel pay shall be paid to the employee based on either the rate applicable to the job classification in the new area to which he was reassigned or the job classification from which he was reassigned, whichever is higher.

C. Reasonable travel times will be provided depending on time required to report to the new assignment and work requirements. When travel times less than those designated above are required, subsequent time off without pay at the employee's option may be provided. Employees reporting to work prior to the completion of assigned travel time at their election shall be paid for the balance of travel time unused.

D. In those cases where an employee is reassigned under emergency or "rush" conditions, he shall be guaranteed a two (2) day leave of absence in which to provide for the relocation of his household and/or dependents. Such leave will be granted following the initial seven (7) days of the reassignment. If the employee wishes to schedule the two-day leave at his convenience, rather than taking it as would be normal in the second week of the reassignment, every effort will be made by the Company to so accommodate him. The hours of pay, travel time, and travel allowance shall be paid upon the initial transfer.

E. Employees required by the Company to relocate and clock in at Poston, in accordance with past practice, shall receive a one-time two hundred dollar ($200.00) travel allowance per travel season.

11. Bidding on Jobs. When permanent job vacancies are open under any Schedule attached to this Agreement, such job vacancies shall be posted in all Company locations then in operation where other employees are working within that Schedule to permit said other employees to have the opportunity to bid on the vacancy. The job shall be posted for five (5) days and shall be granted to the most senior employee in that particular Schedule bidding on said job, provided such employee is qualified to perform the work required. Should the vacancy not be thus filled, it shall be posted for five (5) days for bidding by employees working within the Agreement before anyone is hired from outside the Agreement. Should it be necessary to temporarily assign someone to the job prior to completion of the bidding process, or prior to determination of the job's permanency, no new job seniority will accrue. An employee selected for a bid job may be returned to his former job within thirty (30) days from the date of transfer. This trial period may be extended by agreement between the Company and the Union depending on the pertinent circumstances.

12. Subsistence.

A. Subsistence for regular employees shall apply as per each Schedule.

B. Temporary employees or employees hired in an area other than the Salinas-Watsonville area to work only in that area are not covered by this provision.

13. Sick Leave. Whenever sickness or injury not covered by the State Workers' Compensation Law causes absence from work for more than one (1) working day, a regular support worker shall be entitled to sick leave for each day in excess of such one (1) day waiting period accrued at the rate of four (4) hours per month, provided the employee has worked at least two thousand (2000) hours in the previous calendar year, and at least one hundred sixty (160) hours in the previous month. Such leave can be accumulated up to a total of thirty (30) days, after which the Company will automatically cash-out hours earned in excess of thirty (30) days. All new employees must qualify by working two thousand (2000) hours in the preceding twelve (12) months or less before accruing sick leave. The one (1) day waiting period shall be waived if an employee is hospitalized overnight or if his absence from work due to illness lasts three (3) days or more.

Earned vacations, holidays, and authorized medical leaves of absence will be credited as constructive time towards an employee's two thousand (2000) hour qualification.

To qualify for sick leave, the employee must notify the Company prior to his starting time on the first day of absence. Additionally, to receive sick leave the employee is required to present a certificate from a physician licensed to practice in the State of California or such other evidence that may be acceptable to the Company that his absence from work was caused by a non-occupational illness or injury.

No employee whose illness or injury is caused by the use of drugs, intoxication, a willful intent to injure himself or another, unlawful acts, or fighting, will be entitled to sick leave.

If federal or state legislation shall provide for benefits, under whatever name, to employees who are disabled by non-occupational illness or injury or similar disability, then this sick leave provision shall be administered so as to avoid duplication of coverage.

Sick leave will not be administered as a cash-accruing benefit; that is, an employee who is terminated or who voluntarily quits the employ of the Company will not be entitled to cash out accrued sick leave.

14. Seniority. Bargaining unit employees selected for non-bargaining unit jobs may be returned, at the Company's option, to their former jobs in the bargaining unit without loss of seniority within six (6) months from the date of transfer out of the bargaining unit.

Acknowledged and Accepted.

General Teamsters,
Warehousemen and Helpers Union
Local 890

Date: _____ By _____

BUD ANTLE, INC.,
A California Corporation

Date: _____ By _____

SCHEDULE I

Shop

This Schedule covers all persons performing work falling within the classifications hereinafter set forth in Exhibit I-A attached hereto.

I.1 Hours. All time worked in excess of eight (8) hours per day shall be paid at the overtime rate of one and one-half (1-1/2) times the regular rate of pay. All work performed on Saturdays while away from an employee's home base shall be paid a one dollar and fifty cents ($1.50) per-hour premium. All Saturday work at an employee's home base shall be paid at the rate of one and one-half (1-1/2) times the regular rate of pay. No other overtime except for the premium aforementioned shall be paid to employees working away from their home base for the first eight (8) hours of Saturday work. There shall be no split shifts.

I.2 Wages and Classification. The wages to be paid are set forth in Exhibit I-A attached hereto.

I.3 Lunch Hour. All employees shall be given one-half (1/2) hour in which to eat their lunch at approximately the middle of each eight (8) hours of work, or as mutually agreed upon.

I.4 Night-Shift Wage Differential. All shop employees clocking in at or after 11:00 a.m. shall receive an additional twenty-five cents ($.25) per hour over their classification-rate pay for all hours worked up to eight (8) hours, and thirty-seven and one-half cents ($.375) per hour for all hours worked over eight (8) hours in any one day.

I.5 Call Time.

A. In the event an employee is ordered to report to work and on arrival is not put to work, such employee shall be given two (2) hours pay. An employee commencing work on any day shall be guaranteed a minimum of six (6) hours pay. This latter provision shall not apply if the employee and Company mutually agree to waive the six (6) hour provision.

The Company shall have available a daily time card that the employee shall fill out in duplicate, showing the number of hours, both regular and overtime, worked in each classification and signed by the employee and approved by the foreman or supervisor.

I.6 Protection of Tools. The Company agrees to provide areas for the employees to store their tools under lock and key when employees are off duty. These areas will be closed shops, if available, or caged areas within open shops. If said tools are stolen from the designated areas while under lock and key, the Company agrees to replace them. The designated areas will be specified in the Company's work rules.

The Company will repair or replace the employee's air tools, electric power tools, dwell meters, torque wrenches, personal welding equipment, calibration tools, and timing lights if they break or wear out on the job.

This provision shall only apply if each employee maintains a Company approved, up-to-date inventory of marked tools.

I.7 Personal Safety Equipment. The Company shall furnish, at no cost to employees, personal safety equipment including special uniforms, shoes, hats, hard hats, gloves, choice of ear plugs or ear muffs, etc., if required by Company rules or by state or federal requirements or regulations.

I.8 Movement of Equipment. Mechanics shall not move production machinery from the field to the shop unless the machinery is connected with a major repair job or in conjunction with research-and-development work. No mechanic may drive any machinery unless he is properly trained and qualified and there is no driver reasonably available.

I.9 Subsistence. Seniority employees from the Salinas-Watsonville area who are transferred to areas more than one-hundred (100) miles distant from the Salinas-Watsonville area shall receive a sixteen dollar and sixty-six cent ($16.66) premium per day for each day called (effective September 16, 1981, the daily subsistence shall be increased to seventeen dollars and fifty cents ($17.50)). An employee drawing subsistence shall receive up to three days' subsistence pay if he is involved in a job-related disabling accident and if Workers' Compensation Insurance does not provide coverage for the initial three days of disability. Those employees transferred under "short-term" reassignments are to be reimbursed at the rate of ten dollars ($10.00) per day for food, and including all hotel fees. Each employee is free to select any reasonable hotel, but the Company reserves the right to book accommodations and arrange for billing, etc. Those employees permanently assigned to other than the Salinas-Watsonville area are excluded from the terms of this provision.

I.10 Seniority.

A. New Employees. New employees shall work under the provisions of this Agreement as probationary employees until they have been employed with the Company for sixty (60) working days within a consecutive ninety (90) day probationary period. Probationary employees may be discharged during the probationary period with or without cause and without further recourse. Upon completion of sixty (60) working days within the probationary period, the employee shall be placed on the seniority list of this Schedule as of his date of hire.

B. Seniority Records The Company shall establish and maintain a computerized seniority system that will record and monitor the Company seniority of all regular employees under this Schedule. The following principles and terms shall apply:

1. Company seniority is defined as a regular worker's total length of continuous employment with the Company.

2. Departmental seniority is defined as a worker's total length of continuous employment under this Schedule.

3. Earned vacation leave and authorized leaves of absence will count as constructive time for the purposes of seniority and shall not constitute a break in employment.

4. All employees with a date of first hire prior to the formal inception of the Company's forthcoming computerized seniority lists shall have equal seniority within this department if more reliable records are not otherwise available.

C. Layoffs. Layoffs from work shall be made in the inverse order of seniority, due consideration being given to the ability of the employees being laid off, to the ability of the remaining employees to perform the work available in a manner satisfactory to the Company and to the specific credentials and qualifications of the employees and jobs in question, subject in any instance to the right of appeal as provided in the Grievance Provisions set forth in Article IX.

EXHIBIT I-A

Shop Wage Rates

Description	9/16/80	9/16/81	9/16/82
Working Foreman	$ 10.39	$ 11.12	$ 11.79
Journeyman	9.58	10.25	10.87
Apprentice	8.10	8.60	9.10
Maintenance Helper	6.58	7.04	7.46
Miscellaneous Labor	5.83	6.24	6.61
Parts Department			
Working Foreman	$ 9.72	$ 10.21	$ 10.72
Assistant Working Foreman	9.22	9.86	10.45
Parts Clerk	7.72	8.26	8.76
Inventory Clerk	5.83	6.24	6.61

Certification Program

A premium for all certificated working foremen and journeymen of one dollar ($1.00) per hour will be paid on both hours worked and benefit hours paid (holidays, vacations, and sick leaves).

Apprentice Review Board

An apprentice review board shall be established consisting of two (2) Union journeymen or working foremen and two (2) Company supervisors to meet twice a year to review each apprentice for upgrading to journeyman status. The decision of a majority of the board members shall be final and binding on all parties. Should a majority decision not be reached, an impartial person (such as specified in the Grievance Provisions) shall be selected by the Company and the Union to cast the deciding vote.

SCHEDULE II
Truck Drivers - Field Hauling

II.1 Scope of Schedule.

A. This schedule shall cover Truck Drivers--those employees who are engaged in driving equipment that hauls produce between the fields and packinghouse between two sheds, between the fields and vacuum cooler, and between the fields and railroad cars, and includes and drivers of all types of mechanical harvesting operations. "Shuttle Drivers" and Sanitation Drivers are included in this Schedule.

B. All drivers of other types of farm equipment are specifically excluded.

C. The Company shall not enlist the services of an independent contractor to perform bargaining-unit work unless and until all regular employees and equipment in the area where the work is available (or those regular employees and equipment that can be transferred to that area in time to perform the work) are offered work under this Schedule.

D. All time worked in excess of eight (8) hours per day shall be paid for at the overtime rate.

II.2 Wage Rates. The wages to be paid are set forth in Exhibit II-A attached hereto. In addition:

A. Lettuce piece rates are based per carton hauled from the field to the cooling plant for processing. To ascertain earnings, mileage shall be figured one way. Earnings shall be computed on a daily basis. The drivers shall be guaranteed not less than the straight and overtime rates of pay for each day's work.

B. Celery piece rates are per all containers regardless of size presently in use hauled from the field to the delivery point, including packed celery hearts picked up at the packing shed and transferred to destination (excepting any hauled by a "shuttle driver"). Celery hearts packed in the shed and "shuttled" from the shed to delivery point are not included in the piece rate if hauled as a "shuttle" operation.

C. When a driver is assigned to shuttle produce, transplants, or other material anywhere but to or from the field, or when a driver moves equipment, such driver will be classified as a "Shuttle Driver" for time so spent, and shall receive the applicable hourly rate specified in this Schedule. To ascertain earnings, mileage shall be figured one way. Earnings shall be computed on a daily basis. The drivers shall be guaranteed not less than the straight and overtime rates of pay for each day's work.

D. Employees who move during a shift from a piece-rated job to an hourly-rated job shall receive compensation computed at the rate applicable to each such job. Hours spent as a "shuttle driver" shall not be applied in calculating a driver's daily Piece Rate earnings.

E. All employees shall be paid weekly.

II.3 Call Time.

A. In the event an employee is ordered to report to work and on arrival is not put to work, such employee shall be given two (2) hours pay. An employee commencing work on any day shall be guaranteed a minimum of six (6) hours pay. This latter provision shall not apply if the Company is ble to give six (6) hours work because of rain, frost, government condemnation of crop, or other causes beyond the control of the Company, or if the employee and Company mutually agree to waive the six (6) hour provision.

B. At the end of each day the Company shall post the call time for the next workday. If the Company shall at the time be unable to give a starting time for the next workday, the Company shall notify all employees for whom it has a telephone number of the starting time at least two (2) hours before the actual starting time. The Company may require the employees to call the Company at a fixed time and place to determine starting time if the employee has no telephone.

C. Any call may be rescinded by the employer by notification to the employee prior to the time for reporting for work.

II.4 Work Guarantee on Reassignment. The Company shall guarantee at least forty-eight (48) hours work within seven (7) working days from and including the date the employee is directed to report for work on every move to a new area over one-hundred (100) miles distant. During the seven (7) working days, if no work is available for a driver, he may be asked to do other appropriate work, provided that the work is covered under the scope of this Schedule. The driver may refuse, but then the guarantee shall be reduced by the number of hours refused. This provision does not apply to employees assigned to temporary fill-in s.

II.5 Safety Inspections. Big Wrap machines shall be inspected for safety monthly.

II.6 Seniority.

A. New Employees. New employees shall work under the provisions of this Agreement as probationary employees until they have been employed with the Company for sixty (60) working days within a consecutive ninety (90) day probationary period. Probationary employees may be discharged during the probationary period with or without cause and without further recourse. Upon completion of sixty (60) working days within the probationary period, the employee shall be placed on the seniority list of this Schedule as of his date of hire. Employees who have seniority in one area and who are employed in another area shall attain seniority in the new area in accordance with the provisions of Article VII, Section 7.1, of the Master Agreement.

B. Seniority Records. The Company shall establish and maintain a computerized seniority system that will record and monitor the (1) Company Seniority, and (2) Area Seniority of all regular employees under this Schedule. The following principles and terms shall apply:

1. Company seniority is defined as a regular worker's total length of continuous employment with the Company.

2. Area seniority is defined as a worker's total length of continuous employment in either of the following major areas:

NORTH (including Salinas-Watsonville and Huron)
SOUTH (including Poston-Blythe, Yuma, Oxnard, and the Imperial Valley)

Seniority shall be acquired, maintained, and lost in areas independently of other areas. A break in seniority in one area shall not constitute a break in Company seniority unless the employee is terminated by the Company for cause, so long as all other conditions for unbroken seniority are fulfilled. An employee shall maintain his Company seniority until all seniority has been broken in all areas.

Earned vacation leave and authorized leaves of absence will count as constructive time for the purposes of seniority and shall not constitute a break in employment.

All employees with a date of first hire prior to the formal inception of the Company's forthcoming computerized seniority lists shall have equal seniority if more reliable records are not otherwise available.

C. Layoffs. Layoffs from work shall be made in the inverse order of seniority, due consideration being given to the ability of the employees being laid off and to the ability of the remaining employees to perform the work available in a manner satisfactory to the Company and to the specific credentials and qualifications of the employees and jobs in question, subject in any instance to the right of appeal as provided in the Grievance visions set forth in Article IX.

D. Physical Incapacity. Any truck driver who has seniority as of the date of this Supplemental Agreement and who, because of age or physical incapacity, is unable to both drive and stitch, shall not lose his seniority rights because of such incapacity.

II.7 Subsistence. Each full-time seniority employee on the Field-Haul seniority list who is required by the Company to work away from the Salinas-Watsonville or Imperial Valley operating areas shall receive per diem living expenses at the guaranteed weekly rate of one hundred dollars ($100.00), providing such employee works four days or more; seniority employees who work three (3) days or less will receive subsistence at the rate of sixteen dollars and sixty-six cents ($16.66) per day for each day worked. There shall be no break in such subsistence payments due to an illness of the employee for seven (7) days or less, provided such employee can produce a doctor's release form (specifying the inclusive dates of treatment) if requested to do so by the Company. Also, subsistence shall be paid for authorized leaves-of-absence of less than three (3) consecutive days of work. Temporary fill-in drivers shall be paid subsistence at the rate of one dollar and sixty-five cents ($1.65) per hour for all hours w ed.

II.8 Transplant Hauling. Assignment to hauling transplants nd transplant equipment shall be made on the basis of qualifications; here qualifications are equal, seniority shall prevail.

II.9 Moving Equipment Between Areas. When trucks and harvesting equipment are moved from one harvesting area to another, the hourly rate will be paid for time spent driving, and a special subsistence allowance of wenty-five dollars ($25.00) shall be paid whenever a driver is called upon to drive in excess of ten (10) hours in any one day.

II.10 Special Equipment. The company shall provide coveralls for Sanitation Truck drivers.

II.11 Access to Fields. The company shall make its best effort to keep all vehicles clear so that drivers of trucks and harvesting equipment have clear access in and out of the fields.

II.12 Advance Notice. Drivers to be permanently assigned to an area will be given twenty-four (24) hours notice prior to the designated reporting time.

EXHIBIT II-A
Field-Haul Wage Rates

Description	9/16/80	9/16/81	9/16/82
uck Driver	$ 9.30	$ 9.80	$ 10.30
uck Driver Pulling Trailer	10.25	10.75	11.25
chine Driver - Stitcher	9.85	10.35	10.85
nitation Driver	9.10	9.60	10.10
spatching Department			
Working Foreman	10.35	10.85	11.35
Dispatcher	9.55	10.05	10.55
ettuce Piece Rates			
) - 10 miles	.0504	.0526	.0551
) - 20 miles	.0554	.0576	.0601
) - 30 miles	.0622	.0626	.0651
) - 40 miles	.0697	.0697	.0701
elery Piece Rates			
) 10 miles	.0560	.0585	.0610
) - 20 miles	.0610	.0635	.0660
) - 30 miles	.0678	.0703	.0728
) - 40 miles	.0753	.0778	.0803

emium for Saturday Work per Hour:

$1.50

SCHEDULE III

Truck Drivers - Line Hauling

This Schedule shall cover employees of the Company performing work as line truck drivers. The term "line truck driver" shall include employees operating over the road motor trucks for the purpose of transporting equipment, supplies, and materials betwen different operating areas.

Farm equipment movers engaged in moving equipment between farming operations within a district are specifically excluded.

III.1 Mileage Rates and Hourly Rates. Rates are set forth in Exhibit III-A attached hereto.

III.2 Seniority.

A. New Employees. New employees shall work under the provisions of this Agreement as probationary employees until they have been employed with the Company for forty-five (45) working days within a consecutive ninety (90) day probationary period. Probationary employees may be discharged during the probationary period with or without cause and without further recourse. Upon completion of forty-five (45) working days within the probationary period, the employee shall be placed on the seniority list of this Schedule as of his date of hire.

B. Seniority Records The Company shall establish and maintain a computerized seniority system that will record and monitor the Company seniority of all regular employees under this Schedule. The following principles and terms shall apply:

1. Company seniority is defined as a regular worker's total length of continuous employment with the Company.

2. Departmental seniority is defined as a worker's total length of continuous employment under this Schedule.

3. Earned vacation leave and authorized leaves of absence will count as constructive time for the purposes of seniority and shall not constitute a break in employment.

4. All employees with a date of first hire prior to the formal inception of the Company's forthcoming computerized seniority lists shall have equal seniority within this department if more reliable records are not otherwise available. The Company will produce a Truck Driver - Line Hauling Seniority List no later than December 31, 1980.

C. Layoffs. Layoffs from work shall be made in the inverse order of seniority, due consideration being given to the ability of the employees being laid off and to the ability of the remaining employees to perform the work available in a manner satisfactory to the Company, subject

in any instance to the right of appeal as provided in the Grievance Provisions set forth in Article IX.

III.3 Loading and Unloading Time.

A. Drivers load, tie down, untie and unload or break up as necessary. Drivers will receive help and assistance as in the past. Drivers must receive help when handling tarps in excess of twenty (20) feet in length.

B. All time other than driving time shall be compensated for at the standby hourly rate of pay.

C. All loading and unloading and/or standby time (including time spent in waiting to load or unload either at destination or origin of loads) shall be compensated for, beginning from the time the driver is instructed to report to work until his trip actually starts and for all time spent at destination from time of arrival until his departure.

D. On arrival at home terminals drivers will be compensated for all time from arrival until released from duty. When the Company operations are centered in the Southern Area, Holtville, California shall be considered the home terminal. When the Company operations are centered in the Northern Area, Salinas, California shall be considered the home terminal. An employee may use his seniority to bid on area assignment when a change of location is involved and until the assignment is over.

III.4 Breakdowns. All breakdowns and equipment repairs must be reported to linehaul supervision before repairs are effected. Upon porting breakdowns to linehaul supervision enroute to destination, drivers ..ll be paid for each and every hour they are required to remain with their truck at the applicable hourly rates of pay, plus their motel costs if instructed to remain with their equipment. If the drivers are instructed to return to the home terminal while the equipment is being repaired they shall be furnished transportation or reimbursed for the same plus their normal round-trip rate of pay. However, routine maintenance work and minor equipment repairs are to be performed prior to the commencement of a driver's trip, and the driver will not be paid for standing by while such maintenance work is being performed. Drivers will notify linehaul supervision of necessary repairs at the end of each day's driving (i.e., at the end of each trip), and the Company will make its best effort to complete repairs before a driver is called to start driving.

III.5 Vacations. (See also Supplemental Agreement C.) For drivers covered under this Supplement, a week's vacation pay shall be considered one fifty second (1/52) of his gross earnings from June 1 through May 31 of the year in question, or forty-eight (48) hours at his applicable straight-time hourly rate, whichever is greater.

III.6 Special Equipment. The Company shall furnish, at no cost to employees, personal safety equipment if required by Company rules, or by state or federal requirements or regulations. In addition to the foregoing, the Company shall supply each driver with two pairs of coveralls or shop ats, which shall be replaced when necessary.

III.7 Holidays.

A. Holidays will be New Year's Day, Washington's Birthday,

Memorial Day, 4th of July, Labor Day, Armistice Day, Thanksgiving Day, Christmas Day, and Easter Sunday.

B. Overtime shall be paid for all holidays worked, Sundays (except Easter Sunday) not included, based on one and one-half (1-1/2) times t' applicable mileage or hourly rate.

C. Employees shall receive eight (8) hours pay at the standby hourly rate of pay for Labor Day, Thanksgiving Day, Christmas, January 1st, Memorial Day, and the 4th of July regardless of whether they are required to work and in addition to the overtime provided in Paragraph (B) above.

III.8 Subsistence Pay. All line-haul drivers shall receive twenty dollars ($20.00) subsistence pay for each day worked regardless of destination, for expenses incurred while working away from home, and in lieu of all other subsistence benefits except those set forth in Paragraph III.9 (Permit Loads). Subsistence shall not be paid unless the driver works four (4) local hours or is paid for more than twenty-five (25) over the road miles per day.

III.9 Permit Loads. An employee shall receive a five ($.05) cent-per-mile premium on all permit loads. Furthermore, in addition to subsistence provided for in Paragraph III.8, the Company will reimburse employees for their motel bills. When a driver is unable to detach the tractor from a permit load, the Company will use its best efforts to have other drivers accompany the permit load with detachable tractors. An assigned companion load under this paragraph shall also be paid premium for permit loads and motel expenses if required to layover with a permit load.

III.10 Sub-Contracting. The Company shall not sub-contract work under this Schedule unless all permanent employees at that location are offered work, are assigned, or are unavailable to take the load. Futhermore, a line truck driver cannot bump another line truck driver, however such a driver can take the load of a subcontractor provided he is not assigned to a permit load.

III.11 Miscellaneous Provisions.

A. The Company shall call an employee at least two (2) hours before starting time except in case of an emergency.

B. All loading docks on Company property shall have appropriate lighting and the Salinas and Holtville terminals shall have facilities for water, air, and steps for window cleaning. In the event that conditions are unsuitable for safe fueling (e.g., heavy mud) at Holtville, the drivers may fuel at outside stations.

C. There shall be drivers' showers at Salinas and Holtville.

D. Line drivers may have their spouses accompany them on four (4) trips per year with prior notification and approval of supervisors. Approvals shall not be unreasonably withheld.

E. The Company shall maintain a 24-hour telephone-answering service for emergency use by the drivers and provide access to telephones at yards and coolers on a 24-hour basis.

F. Prior to loading, all machinery shall be in good working order (e.g., brakes, live batteries, etc.).

G. Weekly paychecks shall be paid at location of driver's choice. Time shall be called in from the driver's location.

H. Only qualified, experienced Line-Haul drivers will be considered in filling Line Haul job vacancies.

EXHIBIT III-A

Line-Haul Mileage Rates and Hourly Rates

Mileage Rates

Using Mileage from attached Mileage Chart, based on PUC mileages, the following rates apply per mile:

	9/16/80	9/16/81	9/16/82
Two Drivers (each)	$ .150	$ .158	$ .167
One Driver	.240	.253	.266
Piggyback Spotting and Local			
Hourly Rates	9.20	9.75	10.30
Stand-by Loading, Unloading, etc.	8.50	8.95	9.45

SCHEDULE IV

Carton Yard

This Schedule covers all persons performing work falling within the classifications herein set forth.

IV.1 Hours. All time worked in excess of eight (8) hours per day shall be paid at the overtime rate of one and one-half (1-1/2) times the regular rate of pay. There shall be no split shifts.

IV.2 Wages. Wage rates and classifications are as follows:

	9/16/80	9/16/81	9/16/82
Working Foreman	$10.05	$10.76	$ 11.40
Fork-Lift Driver	8.78	9.40	9.96
Glue Machine/Miscellaneous Worker	8.24	8.82	9.35

IV.3 Call Time.

A. In the event an employee is ordered to report to work and on arrival is not put to work, such employee shall be given two (2) hours pay. An employee commencing work on any day shall be guaranteed a minimum of six (6) hours pay. This latter provision shall not apply if the Company is unable to give six (6) hours work because of rain, frost, government condemnation of crop, or other causes beyond the control of the Company, or if the employee and Company mutually agree to waive the six (6) hour provision.

IV.4 Lunch Break. Employees shall be given one-half (1/2) hour in which to eat their lunch at approximately the middle of each eight (8) hours of work, or as mutually agreed upon.

IV.5 Night-Shift Differentials. All Carton Yard employees clocking in at or after 11:00 a.m. shall receive an additional twenty-five cents ($.25) per hour over the applicable classification-rate pay for all hours worked up to eight (8) hours and thirty-seven and one-half cents ($.375) per hour for all hours worked over eight (8) hours in any one day.

IV.6 Seniority.

A. New Employees. New employees shall work under the provisions of this Agreement as probationary employees until they have been employed with the Company for sixty (60) working days within a consecutive ninety (90) day probationary period. Probationary employees may be discharged during the probationary period with or without cause and without further recourse. Upon completion of sixty (60) working days within the probationary period, the employee shall be placed on the seniority list of this Schedule as of his date of hire.

B. Seniority Records. The Company shall establish and maintain a computerized seniority system that will record and monitor the (1) Company

Seniority, and (2) Area Seniority of all regular employees under this Schedule. The following principles and terms shall apply:

1. Company seniority is defined as a regular worker's total length of continuous employment with the Company.

2. Area seniority is defined as a worker's total length of continuous employment in either of the following major areas:

NORTH (Salinas-Watsonville)
SOUTH (including Poston-Blythe, Yuma, Oxnard, and Imperial Valley)

Huron will be an "open area" for purposes of seniority.

Seniority shall be acquired, maintained, and lost in areas independently of other areas. A break in seniority in one area shall not constitute a break in Company seniority unless the employee is terminated by the Company for cause, so long as all other conditions for unbroken seniority are fulfilled. An employee shall maintain his Company seniority until all seniority has been broken in all areas.

Earned vacation leave and authorized leaves of absence will count as constructive time for the purposes of seniority and shall not constitute a break in employment.

All employees with a date of first hire prior to the formal inception of the Company's forthcoming computerized seniority lists shall have equal seniority if more reliable records are not otherwise available.

C. Layoffs. Layoffs from work shall be made in the inverse order of seniority, due consideration being given to the ability of the employees being laid off and to the ability of the remaining employees to perform the work available in a manner satisfactory to the Company, subject in any instance to the right of appeal as provided in the Grievance Provisions set forth in Article IX.

IV.7 Subsistence. Employees hired prior to July 16, 1979 shall be entitled to subsistence while working away from the Salinas-Watsonville area; employees hired after July 16, 1979 shall be entitled to subsistence only when working at Yuma, Huron, Blythe, or Poston. Subsistence shall be paid at the rate of one dollar and seventy-five cents ($1.75) per hour premium for all hours worked.

IV.8 Saturday Hours. A premium of one dollar and twenty-five cents ($1.25) will be paid for all hours worked on Saturdays.

IV.9 Forklift Drivers Combination Jobs. When a forklift driver is required to perform combination jobs, said employee shall be paid a premium of fifty cents ($.50) per hour for all hours worked.