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MASTER AGRICULTURAL AGREEMENT

BUD ANTLE, INC.

FIELD COMMODITY/COMMODITY SUPPORT

AND

GENERAL TEAMSTERS UNION LOCAL 890

SALINAS, CALIFORNIA

2004-2008



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MASTER AGRICULTURAL AGREEMENT
BUD ANTLE, INC
FIELD COMMODITY/ COMMODITY SUPPORT
AND
GENERAL TEAMSTERS 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 UNION, LOCAL 890, affiliated with the International Brotherhood of Teamsters, (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.

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 and the order of the National Labor Relations Board in Case No. 32-UC-263, plus employees engaged in similar functions in Arizona and California, excluding employees of all vacuum-cooling plants. 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. 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, Union Local 890 and its Western Conference and from the International Brotherhood of Teamsters and Western Conference of Teamsters 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. Agricultural employees who are not members on the effective date of this Agreement, who are hired after its effective date shall, on the fifth (5th) calendar day following the effective date of this Agreement or their dates of hire, whichever is later, become and remain members of the Union. Non-agricultural employees who are not members on the effective date of this Agreement or who are hired after its effective date shall become and remain members of the Union within thirty (30) calendar days after the effective date of this Agreement or their dates of hire, whichever is later or, if not previously a member, within five (5) calendar days after performing one (1) day of agricultural work.

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 as provided in A of this Section 2.1 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 within two weeks of date of hire at the Company's office to an authorized Union representative, a weekly listing of new hires by department and crew numbers and Social Security number; 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 lawful union activity or race, religion, color, age, creed, sex, mental or physical handicap, Vietnam 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, plus the Supplemental Organizing Dues referred to in 2.6 of this Article. For present agricultural 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 agricultural employees, the payment shall start five (5) days following the date of employment. For present non-agricultural employees, such payments shall commence thirty (30) days following the effective date or on the date of execution of this Agreement, whichever is the later, and, for new non-agricultural employees, the payment shall start thirty (30) 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. In addition, for every hour worked by an employee subject to this Agreement the employer will deduct an additional two cents (\$.02) per hour of dues from that employee, above and beyond the normal union dues. Such monies shall be deducted from the employees' paychecks by the Company pursuant to this Section of this Article and remitted to the Union office as Supplemental Organizing Dues by the 10th day of each month. The employees' paycheck stubs shall indicate this deduction as Supplemental Organizing Dues separately from the deduction of regular dues and initiation fees.

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. Authorized agents must wear appropriate clothing provided by the company, when entering areas that requires special clothing.

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, proven dishonesty, 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 ten (10) calendar days 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 by the Union must be filed within fourteen (14) calendar days of the date a copy is provided to the Union and such objection must be specific as what rule or rules are being objected to and state the basis for each such objection. If no objection is filed to a rule as provided for herein, the rule shall become effective as posted.

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 term of this Agreement.

5.2 **Protection of Rights.** Except as provided in Section 5.4 below, 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 or if there is any violence or threats of violence.

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.

5.4 **Salad Plant Unit.** Notwithstanding Section 5.2, it will be a violation of Section 5.1 for employees covered by this Agreement to refuse to cross a picket line, engage in economic action or otherwise refuse to perform their duties due to a work stoppage or any dispute involving the employees in the Salad Plant unit during the term of this Agreement.

ARTICLE VI

Maintenance of Standards

No employee shall suffer any reduction in rates of pay, benefits or working conditions by reason of the execution of this Agreement.

Any disagreement between the Local Union and the Company with respect to this matter shall be subject to the grievance procedure.

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 one (1) year 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.

C. The Company will consider seniority and qualifications when hiring foremen. This paragraph is not subject to the Article IX, Grievance Provisions.

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 quarterly basis to the Union.

7.5 **Fringe Benefits.** For purposes of all fringe benefits, an employee must be considered a regular employee as defined in Paragraph 7.2 and will remain on the Company seniority 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, and with all other conditions being equal, due consideration shall be given to the most senior qualified employee 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. Sixteen (16) consecutive months of layoff.
- C. Twelve (12) months of absence by reason of illness.
- D. Absence from work for three (3) consecutive work days without notification to the Company of satisfactory reason, unless circumstances made such notification impossible. (i.e., Monday, Tuesday, Wednesday, termination will be effective after the start of the shift Thursday morning.)
- E. The Company shall be responsible for providing a telephone number at the beginning of each season for each area to which any employee may call before or within a reasonable time thereafter of their scheduled reporting time, or at any time in case of an emergency.

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 filed in writing with the Company within ten (10) days after the event causing the grievance occurred, or had knowledge or should have had knowledge, excluding Saturdays, Sundays, and holidays, and any employee failing to file 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 below in this Article, 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. Copies of leaves shall be sent to the Union. Leaves may only be extended by mutual agreement of the Company and the Union.

C. Requests for leave of absence extensions or late reporting must be made within three (3) days after the expiration of the leave of absence. All medical reasons must be sustained by a doctor's certificate. Failure to comply shall result in abandonment of job in accordance with Paragraph D of Article 7.7.

D. 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.

E. The Company shall grant an indefinite leave of absence to any employee who accepts a Union position with Teamsters Local-890 and will reinstate the employee provided that such employee notifies the Company that he or she is available to return to work within thirty (30) calendar days after leaving the Union's position.

ARTICLE IX

Grievance Provisions

Grievances and Arbitrations

9.1 Exclusive Representative:

The Union is the exclusive representative of all bargaining unit employees for the purposes of filing and processing grievances.

9.2 Definition:

A grievance is a dispute or controversy involving the interpretation or application of the terms and provisions of this Agreement.

9.3 Informal Resolution:

An aggrieved employee shall, within seven (7) calendar days after the occurrence of the event giving rise to the grievance, first attempt to resolve the matter with his immediate supervisor or other representative of the Company. The employee, a Union representative and a supervisor designated by the Company shall attempt to resolve the matter.

9.4 Time for Filing:

Grievances not resolved in accordance with Section 9.3 must be submitted in writing by the aggrieved party to the other party not later than fifteen (15) calendar days after the occurrence of the event giving rise to the grievance or the date upon which the grievant or aggrieved party knew or should have known of the occurrence of such event. Grievances not filed within said fifteen (15) calendar day period are considered waived, null and void, and of no further effect.

9.5 Procedures:

The written grievance shall include a statement of the event or facts giving rise to the grievance, the date upon which the event occurred, the names of the persons and grievant involved, and the provisions of the Agreement alleged to have been violated.

STEP ONE: Grievance Committee:

(a) Within fifteen (15) calendar days after the grievance is filed in writing, the answering party shall respond to the grievance in writing and, if denied, state the reason for such denial. Within the same period the grievance may also be presented to and considered by a Grievance Committee composed of two (2) members, one (1) representing the COMPANY and one (1) representing the UNION, both of whom shall in good faith attempt to resolve the matter. The Company and the Union shall use its best efforts to fully disclose all the relevant facts and evidence as they exist at that time, including witnesses, stewards and managers, to assist the Union and the Company in determining the validity of the grievance.

(b) Within five (5) calendar days after the Committee meets (Saturdays, Sundays and Holidays excepted), the Committee may issue a joint decision resolving the grievance or, if it does meet or no decision is issued, the grievance shall be considered deadlocked.

(c) The Committee may by written mutual agreement, extend the five (5) day period for up to fourteen (14) additional calendar days for the purpose of conducting additional investigation and meeting a second time within said fourteen (14) day period.

(d) A joint decision by the Grievance Committee shall be binding upon the parties, provided, however, that if the Grievance Committee does not meet or cannot or does not agree on a majority decision within said five (5) days after its last meeting, the matter may be referred to arbitration as provided below in STEP TWO.

STEP TWO: Arbitration:

If the dispute or controversy is not resolved at STEP ONE, the aggrieved party may, within fourteen (14) calendar days of the Committee's deadlock (or the expiration of the STEP ONE period, if the Committee fails to meet or no majority decision is reached), refer the grievance to arbitration by (A) mailing a request to the Federal Mediation and Conciliation Service (FMCS) for a list of seven (7) arbitrators who shall be members of the National Academy of Arbitrators having offices in California AND (B) by simultaneously mailing a true copy of the request to the other party. Within ten (10) calendar days following the receipt of the list from FMCS the parties shall alternatively strike three (3) names from the list, with the first strike determined by lot. The remaining, unstricken name shall, unless otherwise mutually agreed, serve as the arbitrator. Prior to striking either party shall have the option of requesting a second FMCS panel, but such option must be exercised by (A) mailing a new request to the FMCS AND (B) by simultaneously mailing a true copy of the request to the other party, both within ten (10) calendar days of the date shown on the cover letter of the first FMCS panel. If one party is unavailable or refuses to strike arbitrators within the period provided for doing so, the other party shall be entitled to select from the FMCS panel under consideration.

9.6 Non-Arbitrability:

No grievance shall be submitted to arbitration under STEP TWO unless the time limits set forth in paragraphs 9.4 and STEP TWO have been complied with. Any grievance submitted after the time limits have expired shall be deemed waived by the aggrieved party. No grievance shall be considered by the arbitrator unless the time limits provided in this Article have been followed or, if not, waived or extended by both parties in a signed writing.

9.7 Arbitrator's Decision:

The decision of the Arbitrator shall be final and binding upon the Union, the Employer, Grievant and the Employee(s) covered by the Agreement. However, the Arbitrator shall not have the power to add to, subtract from, or in any way modify the terms of this Agreement, and he or she shall limit the decision to the interpretation and application of the express terms of this Agreement and to the issue submitted.

9.8 Fees and Expenses:

The fees and expenses of the Arbitrator, hearing room, reporter, and certified translator or interpreter, if any, shall be equally shared by the parties.

9.9 Other Provisions Relating to Grievances:

(A) Any claim for compensation shall be limited to a maximum of thirty (30) days retroactive from the date the grievance is submitted to the Company in writing.

(B) There shall be no retaliation or discrimination against any employee for filing a grievance.

(C) Warning notices must be issued within seven (7) working days after the occurrence of the violation or the discovery thereof, whichever is later.

(D) Warning notices shall be given to the employee in writing and a copy mailed to the Union. All warning notices shall remain in effect for a period of twelve (12) months from the date of issuance.

(E) The parties may mutually agree in writing to waive the use of a court reporter, interpreter, and the filing of post-hearing briefs for any particular arbitration proceeding.

(F) For purposes of this Article, the date of mailing (or faxing) shall be deemed, the date of service of any document.

ARTICLE X

Collective Bargaining

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

ARTICLE XI

Safety

11.1 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. The Company and the employees are expected to comply with all safety rules, California & Arizona laws, OSHA rules and regulations to ensure a safe working environment.

11.2 The Union and the Company will establish a joint Safety Committee which will meet on at least a semi-annual basis to explore ways of creating a safer and healthier work environment. In addition, the Committee will discuss ongoing Health and Welfare issues.

11.3 The Company is committed to providing a work environment that is safe, productive, and free of alcohol and drug abuse. The policy of the Company with respect to alcohol and drug abuse is attached as Exhibit "1" and Exhibit "2".

ARTICLE XII

Wage and Price Stabilization

12.1 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 retroactive 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.

12.2 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.

12.3 Conformance with State and Federal Law. Any portion of this Agreement which violates State or Federal Laws shall become void and inoperable and the remaining provisions of this Agreement shall, nevertheless, remain in full force and effect.

ARTICLE XIII

Subcontracting

It is the intent of the parties hereto that any bargaining unit work covered by this Agreement shall be performed by bargaining unit employees, and that such work shall be performed under the terms of this Agreement. However, the parties acknowledge that the nature of agriculture is such that subcontracting may be necessary and proper under certain circumstances. Said subcontracting, however, shall not be done for the purposes of subverting the bargaining unit or the terms of this Agreement. Any such subcontracting shall be subject to the Grievance and Arbitration provisions of Article IX.

The terms and conditions of Article XIII of the current Master Agricultural Agreement and the Letter of Understanding Re: Bargaining Unit Work relating to subcontracting shall continue in full force and effect throughout the term of the 2004-2008 Contract Agreement. The Company grants its assurances to the Union that it will not use subcontractors or labor contractors for the purpose of subverting the bargaining unit.

ARTICLE XIV

New Classifications

In the event that any new method or new experimental operation, commodity, container, or classification is created because of, but not limited to, technological changes, the Company shall have the right to temporarily set the wage scale and working conditions and shall notify the Union of such new experimental operation or classification, and within ten (10) days thereafter the Union and the Company shall meet and negotiate over the wage scale and working conditions.

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 such new classifications shall be settled through the Grievance Provisions set forth in Article IX of this Agreement.

ARTICLE XV

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 XVI

Injury on the Job

If an employee is injured at work to the extent that medical care is required and the employee is unable to return to work on that day, the Company will pay for all hours worked or piece rate average earned on that day of injury or the guaranteed call time, whichever is greater.

If an employee is injured at work and if the Company requests, the employee will provide a written statement from the assigned doctor stating the employee is unable to work.

The Company agrees to provide transportation to any employee who is injured on the job to and from a location where the injured employee can obtain medical attention.

ARTICLE XVII

Employer/Union Relations Meeting

At least twice a year, or as often as necessary, the Company agrees to meet with the Union and Shop Stewards to discuss and attempt to resolve problems pertaining to, but not limited to:

1. Seniority.
2. Alleged violations of federal or state law.
3. Payroll.
4. Outstanding issues.

The Company agrees further to meet within 30 days after the date of the request.

ARTICLE XVIII

Document Contains Entire Agreement

This document, including the Supplemental Agreements and signed Letters of Understanding attached hereto and incorporated herein, constitutes the full and complete agreement between the parties hereto and each agrees that neither has made any other agreements or representations that are not contained herein.

ARTICLE XIX

Performance Standards

During the term of this agreement before the Company implements performance standards for any job classification, the Company will notify and meet with the Union to negotiate the schedule, the classification and the effects of any changes in the standards. Performance standards will be subject to Article IX, Grievance Procedures.

ARTICLE XX

Authority of Union Stewards

20.1 The Company recognizes the right of the local Union to designate shop stewards and alternates.

20.2 The authority of shop stewards and alternates so designated by the local union shall be limited to, and shall not exceed, the following duties and activities:

(a) The investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement.

(b) The transmission of such messages and information which shall originate with, and are authorized by, the local Union or its officers, provided such messages and information have been reduced to writing, or if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Company's business.

(c) Such stewards or alternates will be permitted temporarily to leave their work stations with prior approval from the Company and without loss of wages to discuss grievances with the Union representatives visiting the work site under the provisions of Paragraph A of this section. The Company retains the right to determine if discussion times are excessive.

20.3 Shop stewards and alternates have no authority to take strike action, or any other action interrupting the Company's business except as authorized by official action of the Union.

20.4 The Company recognizes these limitations upon the authority of shop stewards and their alternates and shall not hold the Union liable for any unauthorized acts unless such acts are directed and supported by Teamsters, Local-890. The Company in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the shop steward has taken unauthorized strike action, organized slowdown, or work stoppage in violation of this Agreement.

ARTICLE XXI

Mutual Renegotiation of Wages and Benefits

The Employer and the Union acknowledge that there may be a need prior to the start of the fourth and/or fifth years of the Agreement to address problems such as a substantial rise in the cost of living, runaway inflation or skills shortage worker availability. By mutual agreement of the Employer and the Union, wage and benefit provisions of the Agreement may be renegotiated to update the Agreement to more accurately represent the needs of the workers.

ARTICLE XXII

Light Duty Work

22.1 Employees injured on the job who are unable to perform their regular work, but who are capable of performing light duty work other than work covered by this Agreement within the physical restrictions imposed by the attending physician, may, without regard to seniority, be temporarily assigned to such work by the Company for a period of not less than three (3) work days and for not more than thirty (30) work days.

22.2 Employees assigned to light duty shall not be assigned to a crew or entitled to incentive pay, but shall be paid the applicable minimum wage and receive all other contractual fringe benefits during the light duty assignment.

22.3 Nothing contained in this article shall circumvent or diminish an employee's right as provided for in the worker's compensation laws or federal or state laws prohibiting discrimination against individuals with disabilities.

ARTICLE XXIII

Federal or State Laws

Notwithstanding any provision contained in this agreement, no employee shall receive a rate of pay less than that required by the applicable state or federal laws regulating wages, hours and working conditions.

ARTICLE XXIV

Duration of Agreement

24.1 **Duration:** This Agreement shall be in full force and effect from the date hereof and shall continue in full force and be binding on the parties through midnight September 15, 2008.

24.2 **Notice:** Either of the parties may give notice in writing to the other party not later than one-hundred and twenty (120) days prior to the expiration of this Agreement requesting negotiations for a new Agreement or modifications thereof. Absent such notice, this Agreement shall continue in full force from year to year thereafter until such notice is served.

24.3 **Renewal:** The parties jointly recognize that labor uncertainty has an adverse impact upon the Company's abilities to retain growers and market products, both of which can result in the loss of bargaining unit jobs and work opportunities. In order to avoid such results, the parties agree as follows:

(a) Except as otherwise mutually agreed in writing, all negotiations between the parties hereto concerning the renewal or modification of this Agreement shall be completed not less than sixty (60) days prior to the termination date of this Agreement or any extension thereof.

(b) Any new or modified Agreement reached by the parties and ratified prior to the sixtieth (60th) day before the termination of this Agreement shall be effective on the date agreed to by the parties, but not later than September 16.

(c) Neither party shall be legally or contractually obligated to bargain collectively with the other over the terms and conditions of a new or modified Agreement during the sixty (60) calendar day period immediately prior to the expiration of this Agreement, and both the Company and the Union each unequivocally waive all legal and contractual rights to request, demand and require that the other party bargain with it during the sixty (60) calendar day period prior to the expiration date of this Agreement.

ARTICLE XXV

The employer agrees to deduct from the paycheck of all employees covered by this Agreement, voluntary contributions to DRIVE. The Employer shall transmit to Local 890 every four (4) weeks, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employees Social Security number, and the amount deducted from the employee's paycheck. All employee deductions shall be a fixed amount for all employees participating.

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IN WITNESS WHEREBY, the parties hereto have duly executed this Agreement
on this June 4 day of _____, 2004.

BUD ANTLE, INC.
dba BUD OF CALIFORNIA

BY: [Signature]

GENERAL TEAMSTERS UNION
LOCAL 890, IBT, AFL-CIO

BY: [Signature]

POU

SUPPLEMENTAL AGREEMENT A

Field Commodity

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 Union Local 890, affiliated with the International Brotherhood of Teamsters, (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, 2004 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 greenhouses, transplanting, harvesting, and packing of agricultural commodities. No supervisor, assistant supervisor, foreman, rowboss or hourly forepersons 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:**

A. An employee shall qualify for monthly benefits after working not less than sixty (60) hours in the preceding calendar month and shall continue to qualify so long as the employee works at least sixty (60) hours in each succeeding calendar month.

B. **Payment of Insurance Premiums Between Seasons; Right of Employee to Pay Premium When Not Employed Under This Contract.**

The Company will offer Medical, Dental, and Vision continuation of coverage through COBRA (as amended) Consolidated Omnibus Budget Reconciliation Act of 1986. The Employer will also offer Life Insurance conversion, at cost, when paid for by the employee.

The employee's share, if any, shall be by monthly payroll deduction from the employee's payroll check in the calendar month prior to the month in which coverage is provided a written payroll deduction authorization will not be required for these deductions.

Any employee failing to make required contributions will not be covered.

Regarding Mexico:

- (1) Close the benefits to Panel only.
- (2) Agree to expand Panel to Tijuana provided the benefit level remains at the Mexicali/San Luis level.
- (3) Non-Panel providers will be paid by the Company only when the service is provided at a location fifty (50) miles (80 kilometers) from the closest Panel City.
- (4) Within three months after the execution of this Agreement, the Company and the Union shall meet in executive session to discuss the administrator of the Mexico Panel. The parties further agree to meet every thirty (30) days until the issue of the Mexico Panel Administrator is mutually resolved.

C. Pursuant to the Master Agricultural Agreement Extension entered into by the parties on March 19, 1997, employees were required to share in any increase in the average monthly cost for health and welfare benefits through the expiration of the Agreement. The Company hereby agrees to modify the provision of the Agreement requiring such contributions for the remainder of the term provided, however, that the Union agrees to a new health and welfare cost structure which shall take effect on September 1, 2004.

D. Effective March 1, 2004 through August 31, 2004, Field employees' contributions shall be reduced by 50% to \$19.77 per employee per month.

E. Effective September 1, 2004 the Company will implement the new Plan A for all Field employees and their eligible dependents.

F. Effective September 1, 2004, all Field employees will be required to contribute \$10 per month toward their health and welfare benefits. Each employee also will be required to pay an additional \$10 per month for any dependents to be covered under the Company's health and welfare benefit plans. The maximum contribution per employee will be \$20 regardless of the number of dependents covered. This cost structure shall be in effect until August 31, 2006 subject to the exceptions described below. Thereafter, the employee contribution will be increased from \$10 to \$15 per month per employee with an additional \$15 per month for any dependents. The maximum monthly contribution per employee as of that date will be \$30 regardless of the number of dependents. This contribution structure will be in effect for the remaining term of this Agreement subject to the exceptions described below.

G. Notwithstanding the foregoing, if during the periods from September 1, 2004 to August 31, 2005, and/or from September 1, 2005 to August 31, 2006, the total monthly cost of health and welfare benefits (including medical, dental, vision, life insurance and the administration thereof) to the Company for Field employees exceeds \$293 (consisting of a cap on Company contributions of \$275 per eligible employee plus an additional \$18 representing an approximate average of monthly employee contributions), then the Company shall meet with the Union to discuss reducing the levels of benefits provided to employees or increasing monthly employee contributions. If the parties do not reach an agreement within 30 days after the Company first notifies the Union of this issue, then the Company shall increase the level of employee contributions (both on an individual and family basis) by 50% of the amount necessary to cover the additional costs. The new contributions shall be effective December 1, 2005 to November 30, 2006 *and/or December 1, 2006 to November 30, 2007 **respectively. By way of example, if the monthly cost of benefits per employee for September 1, 2004 to August 31, 2005 is no more than \$293, then no increase in employee contributions will occur based on the following calculation:

Monthly Cost of Benefits per employee	\$293
Cap on Company contributions	<u>-\$275</u>
Balance	\$ 18
Average Monthly Employee contribution	<u>\$ 18</u>
	0

If during the periods from September 1, 2006 to August 31, 2007 the total monthly cost of health and welfare benefits (including medical, dental, vision, life insurance and the administration thereof) to the Company for Field employees exceeds \$322 (consisting of a cap on Company contributions of \$295 per eligible employee plus an additional \$27 representing an approximate average of monthly employee contributions), then the Company shall meet with the Union to discuss reducing the levels of benefits provided to employees or increasing monthly employee contributions. If the parties do not reach an agreement within 30 days after the Company first notifies the Union of this issue, then the company shall increase the levels of employee contributions (both on an individual and family basis) by 50% of the amounts necessary to cover the additional costs. The new contributions shall be effective December 1, 2007 to November 30, 2008. By way of example, if the monthly cost of benefits per employee for September 1, 2006 to August 31, 2007 is no more than \$322, then no increase in employee contributions will occur based on the following calculation:

Monthly Cost of Benefits per employee	\$322
Cap on Company contributions	<u>-\$295</u>
Balance	\$27
Average Monthly Employee contribution	<u>\$27</u>
	0

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H. Effective September 1, 2004 the co-pays for Mexico are as follows:

Office visit co-pay	\$3.00 per visit
Lab & x-ray co-pay	No co-pay
Prescription Drugs	\$2.00 per medication

* covering the experience period from 9-1-04 thru 8-31-05

** covering the experience period from 9-1-05 thru 8-31-06

4. **Bonus.**

Effective December 1, 1992, in lieu of Pension, the Company will pay to seniority employees an end of season bonus equal to twenty-eight cents (\$.28) per hour for every hour worked up to a maximum of one hundred seventy three (173) hours in any month.

Employees who quit or are discharged for cause prior to end of season are not eligible for the bonus payment.

The "end of season bonus" is applicable to each commodity season in Salinas, Huron, (Spring/Fall), Oxnard, Holtville and Yuma.

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, 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 on an average basis by crew and not by schedule or by individual.

8. Vacations. An employee who has completed seven hundred fifty (750) hours of work (excluding paid time not worked) 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 or is paid for seven hundred fifty (750) hours (including worker's compensation temporary disability benefits paid), 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:

<u>Time Areas</u>	<u>Travel Allowance</u>	<u>Time</u>
Huron/Yuma	\$50.00	5 days
Salinas/Oxnard	\$50.00	3 days
Salinas/Huron	\$30.00	2 days
Salinas/Imperial Valley	\$50.00	5 days
Salinas/Yuma	\$50.00	5 days

10. Call Time.

A. Workers shall be paid a minimum of four (4) hours pay for each call at the guaranteed hourly 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 the Company. When any of the foregoing occurs after work commences, the employees shall be paid only for time worked.

B. Any call may be rescinded by notification to the employees before starting work.

C. 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.

D. During inclement weather the Company shall be allowed one (1) hour after the call (scheduled starting) time to start work. Where, during inclement weather, employees are transported to the production site, the bus shall leave the pick-up site so as to arrive at the production site not later than one hour after the regular call time. If the Company decides during such one (1) hour after the call time that work will not commence, the four (4) hour guarantee provided for in Subsection (A) above shall not apply to such employees, and the employees may, at their election, return home or remain at the bus-loading or production site, as the case may be, but without pay. After production starts, if rain or inclement weather delays or halts production, employees may leave and need not wait to determine if production will recommence and the provisions of the guarantee pay for call time will not apply to those employees. However, all time worked shall be paid for. When twenty percent (20%) or more of the crew wants to leave because rain or inclement weather has halted production, the Company will use its best efforts to provide them with transportation or assist them over Company communication facilities to contact persons who will be able to come to the production location and pick them up.

E. The lettuce department shall assign a designated supervisor to the bus pick-up point during inclement weather to ensure the call time provisions are adhere to.

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 worked. A rest period shall be provided for work periods of more than two and one-half (2½) 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. The flexibility to work up to 2½ hours before providing break shall be used only when necessary and will not be exercised solely to eliminate the rest period.

12. Hours and Overtime.

A. Overtime. Time worked on Sunday and on Holidays shall be paid at the rate of one and one-half (1½) times the guaranteed hourly rate of pay or the piece-rate, whichever is greater, for the work performed. All time worked in excess of nine (9) hours in any one (1) day shall be paid at the rate of one and one-half (1½) times the guaranteed hourly rate of pay or the piece rate, whichever is greater. Payment will be based upon work performed for the entire day.

B. Lunch Break. All employees, except loaders, shall be given one-half (1/2) hour in which to eat their lunch at approximately the middle of each eight (8) hours worked; and in no case shall an employee, except loaders, 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 A. 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
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 fields piece rate will be computed separately.

19. Yuma Travel Pay. When the Company finds it necessary to bus employees from Calexico to work in Yuma, the Company shall pay one (1) hour to Yuma at the guaranteed hourly wage.

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.

21. Rate of Pay. The Piece rate or the hourly rate, whichever is greater, shall be paid daily for the work performed that day.

22. Job Assignments. Varying number of workers shall be assigned from among the crew to the specific tasks required for the field in which work is done, as determined by the Company.

23. Fields to dry up. The Company will use its best efforts to allow fields to dry up before a harvesting crew starts operations at such field, as per past practice.

24. Removal of Bus Driver from Crew. The Company will use its best efforts to re-assign driver, after an approved vacation, or approved leave of absence back to his/her crew.

25. Closure or Change of Operations. In the event an employee is displaced by change of operation or closing of his/her department, the Company shall place employee in the remaining department according to Company seniority and qualifications.

26. Piece Rates. The Company and the Union recognize and agree that employees eligible for piece rate earnings desire to achieve piece rate earnings; that these employees should normally be able to achieve sufficient production to allow for them to receive the negotiated and agreed-to piece rates rather than the guaranteed hourly wage; and factors beyond the Company's control (ie., weather, growing conditions, market conditions, etc.) may and do result in an inability to achieve piece rate earnings. The Company and the Union will meet on a quarterly basis to discuss issues relating to achievement of piece rate earnings. The Vice President of Industrial Relations shall schedule and chair all meetings.

Additionally, the Company shall use reasonable efforts to assigns work in a manner that allows for achievement of piece rate earnings, consistent with the Company's economic, quality and performance standards. However, in the absence of a bad faith intention to undermine achievement of piece rate earnings by employees, the inability of employees to achieve piece rate earnings shall not constitute a violation of this Agreement.

27. Bus Drivers.

Bus Drivers Moving Buses Between Areas:

Salinas to Huron	\$ 30.00
Salinas to Imperial Valley	105.00
Salinas to Yuma	125.00
Huron to Imperial Valley	105.00
Huron to Yuma	105.00
Imperial Valley to Yuma	10.00

28. Calexico/San Luis - Yuma Transportation. On a strictly voluntary basis, the Company has historically provided transportation for employees wishing to be transported in Company buses from Calexico/San Luis to work locations in and around Yuma, Arizona. It is understood and agreed that employees are not required to utilize Company-provided buses for such travel, but may do so if convenient for the employee. The Company reserves the right to discontinue such transportation, at its sole discretion, at any time during the term of this Agreement; provided that at least ten (10) days prior to discontinuing such transportation the Company will notify the Union of its intent to do so, and will meet with the Union upon request during such notification period to discuss issues relating to the discontinuation of the transportation.

Bus Drivers - Bus Drivers shall earn a minimum of \$25.00 a day or pay for all hours worked, whichever is greater.

SCHEDULE I- Celery Field Harvest

	9-16-04	9-16-05	9-16-06	9-16-07
Guaranteed Hourly Wage:	\$8.55	\$8.55	\$8.55	\$8.55

Duration of Agreement

Piece Rates

Cel Nkd Markon 6's Cuadri	0.555
Cel Pop Up/Reg Ctns	1.455
Celery Reg. Heartspr	1.035
Celery Half Box #24	0.740
Cuadrilla 1/2 Box Sleeve	0.900
IFCO Hearts Celery	0.765
IFCO Sleeved Celery	1.425
Mach 1/2 Box Naked	0.650
Naked Short Box Cuadrilla	1.169
New Celery Field Hearts	0.765
Rain Celery Half Box#15	0.790
Sleeve Short Box Maquina	1.130
Z Exper Raw Hearts Mach.	0.895
Cel Nkd Markon 6's Maquin	0.505
Cel Taco/Sleeve Ctns	1.775
Celer 24ex 9/Other/Shanks	1.015
Celery Mat Hearts Rain	0.945
IFCO Celery Slv Mch	1.130
IFCO Naked Celery	1.169
Mach Shanks Oxn/Sal	0.885
Mach 1/2 Box Sleeve	0.705
Naked Short Box Maquina	1.045
Oxn/Sal 3stocks/12bags	1.775
Sleeve Short Box Cuadrill	1.425
Y Exper Sleeved Mach.	1.400
Z Naked Exper Mach.	1.295
VHC & VHM & (Mini)	1.380
Kroger	1.015
Celery Hearts/Finished	1.775

(1) The Company will provide high-top overshoes, gloves, knives, files, and rain gear, provided the worn out equipment is turned in, at no cost to the employee.

(2) 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

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remaining guaranteed work time at the hourly rate, provided such employee performs all work assigned by the employer.

(3) Loaders will be compensated at the piece-rate or at the guaranteed hourly wage, whichever is greater, for all time spent in the field, which includes a "reasonable working lunch". When the Company finds it necessary to give the windrower assistance, loaders will be required to assist. A second windrower will not be put on the crew piece-rate.

(4) 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.

(5) 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.

(6) Low-Volume Periods. The Company agrees that during extended periods of low volume, the Company will use its best efforts to ensure seniority workers the opportunity to work approximately six (6) hours per day.

(7) 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.

The Fourth of July holiday benefit will be paid to all employees who worked on celery crews that had no scheduled work day after July 4th, providing the employee worked the last scheduled work day for that crew prior to the Fourth of July in the month of June.

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

(9) 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. In the event that the Company utilizes a forklift loader, the crew size may be increased up to six (6) humps.

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

(11) 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. The Company will train all new employees in all job classifications.

(12) The Company agrees to allow employees, subject to foreman approval and the employees ability to perform the job to the satisfaction of the Company, to change job assignments not more than one (1) time per day.

(13) The Company will continue to use its best efforts to assign celery fields on an equal basis.

(14) The cat driver or forkloder will be required to pull trailers through the field for loading according to Company needs.

(15) The Company agrees that in the event that the forklift driver has to work during his break and lunch period, the Company shall compensate without deduction for said time.

In the event the forklift breaks down or is discontinued, the forklift driver shall return and become a member of the crew, and participate in the crew's piece-rate.

(16) Forkloder drivers shall be compensated for all hours worked by hourly rate or piece-rate, whichever is greater.

(17) When producing Celery Hearts/Finished Product in the field, the VHM rates do not apply.

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SCHEDULE II - Transplant - Salinas

Transplant Machines

9-16-04	9-16-05	9-16-06	9-16-07
\$7.00	\$7.11	\$7.22	\$7.32

Tractor Driver

9-16-04	9-16-05	9-16-06	9-16-07
\$8.98	\$9.12	\$9.25	\$9.39

(1) The Company shall provide gloves, shovels, boots, rain gear, and safety goggles as required, provided the worn out equipment is turned in, at no cost to the employee.

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SCHEDULE III - Greenhouses

General Labor

9-16-04	9-16-05	9-16-06	9-16-07
\$7.51	\$7.62	\$7.74	\$7.85

Forklift Operator

9-16-04	9-16-05	9-16-06	9-16-07
\$8.37	\$8.50	\$8.63	\$8.76

Pesticide Sprayers

9-16-04	9-16-05	9-16-06	9-16-07
\$8.22	\$8.34	\$8.47	\$8.60

(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.

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

(4) The Company will no longer pay the employees lunch period.

(5) Employees will be paid for time at the applicable guaranteed hourly wage.

(6) Whenever an opening occurs, it shall be posted for five (5) days, excluding Saturdays, Sundays, and Holidays, and jobs shall be awarded to the most senior qualified employee.

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SCHEDULE IV - Cauliflower Harvest - Salinas

	9-16-04	9-16-05	9-16-06	9-16-07
Guaranteed Hourly Wage	\$7.90	\$8.02	\$8.14	\$8.26
Piece-Rate Per Carton	1.37			
Sal Caul. 24 Export	2.35			
Walmt Cf 9's Tray Sal	1.013			
IFCO/Chep 8's Canastas	.900			
Sal Caul Dole Totes	1.34			
16's, 20's, 25's Paper Wrap	1.35			
20's, 25's Bag	1.35			
18's Leafless Oper.	2.35			
Salinas CF 18's Pack	2.00			
Tractor Driver - Class I	\$8.73	\$8.86	\$8.99	\$9.13
Shuttle Driver	\$8.98	\$9.12	\$9.25	\$9.39
Dinosaur Machine	\$1.25			

Moyote Driver - Equal to the crew's pay plus .75 cents premium for all hours worked

(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) Designated 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 or at the guaranteed hourly rate, whichever is greater. Designated loaders shall be given adequate time with pay to punch in before the crew starts.

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

(5) The Company will make its best effort to maintain all cauliflower harvest equipment in good working order.

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

(7) In the event an employee is displaced by a change of operation or closing of his/her department, the Company shall place employee in a remaining department according to seniority, provided they can do the job.

(8) The Company will use its best efforts to allow fields to dry up before a harvesting crew starts operations at such field.

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(9) The Company agrees that during extended periods of low volume, the Company will use its best efforts to ensure seniority workers the opportunity to work approximately six (6) hours per day.

(10) Employees who currently hold and maintain seniority in both Salinas and Imperial Valley (i.e. Holtville, Yuma) shall be red-circled at the Salinas wage rates listed above.

(11) Seniority re-call. Employees will be required to return to work in the order that their seniority allows and will not be able to wait until the last crew starts.

Employees who fail to start when their seniority allows, shall be allowed to report to work on the next available crew, but will not be allowed to bump into higher seniority crews during that season. When a crew is terminated, in accordance with Article 14, Seniority B, Section 2, or laid off, employees in that crew will be placed in existing crews in any operating area in accordance with their departmental seniority.

SCHEDULE IV - Cauliflower Harvest - Southern

	9-16-04	9-16-05	9-16-06	9-16-07
Guaranteed Hourly Wage	\$7.90	\$8.02	\$8.14	\$8.26
Piece-Rate Per Carton	1.24			
South Caul. 24 Export	2.35			
South Caul Naked Tote	1.210			
Walmart CF 9's Tray	.732			
16's, 20's, 25's Paper Wrap	1.35			
20's, 25's Bag	1.35			
18's Leafless Oper.	2.35			
Yuma CF 18's Pack	1.81			
Tractor Driver - Class I	\$8.73	\$8.86	\$8.99	\$9.13
Shuttle Driver	\$8.98	\$9.12	\$9.25	\$9.39
Dinosaur Machine	\$1.12			

Moyote Driver - Equal to the crew's pay plus .75 cents premium for all hours worked.

(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) Designated 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 or at the guaranteed hourly rate, whichever is greater. Designated loaders shall be given adequate time with pay to punch in before the crew starts.

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

(5) The Company will make its best effort to maintain all cauliflower harvest equipment in good working order.

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

(7) In the event an employee is displaced by a change of operation or closing of his/her department, the Company shall place employee in a remaining department according to seniority, provided they can do the job.

(8) The Company will use its best efforts to allow fields to dry up before a harvesting crew starts operations at such field.

(9) The Company agrees that during extended periods of low volume, the Company will use its best efforts to ensure seniority workers the opportunity to work approximately six (6) hours per day.

(10) Employees who currently hold and maintain seniority in both Salinas and Imperial Valley (i.e. Holtville, Yuma) shall be red-circled at the Salinas wage rates listed above.

(11) Seniority re-call. Employees will be required to return to work in the order that their seniority allows and will not be able to wait until the last crew starts.

Employees who fail to start when their seniority allows, shall be allowed to report to work on the next available crew, but will not be allowed to bump into higher seniority crews during that season. When a crew is terminated, in accordance with Article 14, Seniority B, Section 2, or laid off, employees in that crew will be placed in existing crews in any operating area in accordance with their departmental seniority.

SCHEDULE V - Broccoli Harvest - Salinas

	9-16-04	9-16-05	9-16-06	9-16-07
Guaranteed Hourly Wage	\$7.35	\$7.46	\$7.57	\$7.69
Piece-Rate per Carton				
4/3 lb. Florets/Japan	.95			
Sal Broc 14's	.87			
Sal Broc 18's	.87			
Broc Bag 14's	1.05			
Iceless JPN 38's	.95			
IFCO/CHEP 12's Canastas	.73			
IFCO 14's	1.20			
IFCO/CHEP Crwns Canasta	.84			
North/Broc Crwns Export	1.025			
Broc Bag 18's	1.05			
China 22's	.95			
Florets 6/3	1.25			
Totes	.85			
Export 1/2 boxes	.58			
Japan Small	.95			
Crowns	.85			
Sal Broc. Ruby Tuesday	1.75			
Tractor Driver - Class I	\$8.02	\$8.14	\$8.26	\$8.38
Shuttle Driver	\$8.27	\$8.40	\$8.52	\$8.65

Moyote Driver - Equal to the crew's pay plus .75 cents premium for all hours worked.

(1) Gloves, boots, rain gear, and broccoli 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) Designated 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 or at the guaranteed hourly rate, whichever is greater. Designated loaders shall be given adequate time with pay to punch in before the crew starts.

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

(5) The Company will make its best effort to maintain all broccoli equipment in good working order.

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

(7) The Company will use its best efforts to allow fields to dry up before a harvesting crew starts operations at such field.

(8) The Company agrees that during extended periods of low volume, the Company will use its best efforts to ensure seniority workers the opportunity to work approximately six (6) hours per day.

(9) In the event an employee is displaced by a change of operation or closing of his/her department, the Company shall place employee in a remaining department according to seniority, provided they can do the job.

(10) Employees will be required to return to work in the order that their seniority allows and will not be able to wait until the last crew starts.

Employees who fail to start when their seniority allows shall be allowed to report to work on the next available crew but will not be allowed to bump into higher seniority crews during that season. When a crew is terminated, in accordance with Article 14, Seniority B, Section 2, or laid off, employees in that crew will be placed in existing crews in any operating area in accordance with their departmental seniority.

(11) When an opening occurs within the cauliflower department, broccoli employees will be given preferential hiring over new hires, provided they are capable of performing the work satisfactory to the Company.

SCHEDULE V - Broccoli Harvest - Southern

	9-16-04	9-16-05	9-16-06	9-16-07
Guaranteed Hourly Wage	\$7.35	\$7.46	\$7.57	\$7.69
Piece-Rate per Carton				
4/3 lb. Florets/Japan	.95			
Broc. 14's	.87			
Broc. 18's	.87			
Broc Bags 14's	1.05			
IFCO Broccoli 12's	.64			
IFCO Broccoli 14's	1.20			
IFCO Broc Crowns	.85			
South Broc Export Crowns	.925			
Iceless Japan 38's	.95			
Broc Bag 18's	1.05			
China 22's	.85			
Florets 6/3	1.15			
Totes	.75			
Export 1/2 boxes	.52			
Japan Small	.95			
Crowns	.85			
South Ruby Tuesday	1.75			
Tractor Driver - Class I	\$8.02	\$8.14	\$8.26	\$8.38
Shuttle Driver	\$8.27	\$8.40	\$8.52	\$8.65

Moyote Driver - Equal to the crew's pay plus .75 cents premium for all hours worked.

(1) Gloves, boots, rain gear, and broccoli 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) Designated 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 or at the guaranteed hourly rate, whichever is greater. Designated loaders shall be given adequate time with pay to punch in before the crew starts.

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

(5) The Company will make its best effort to maintain all broccoli equipment in good working order.

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

(7) The Company will use its best efforts to allow fields to dry up before a harvesting crew starts operations at such field.

(8) The Company agrees that during extended periods of low volume, the Company will use its best efforts to ensure seniority workers the opportunity to work approximately six (6) hours per day.

(9) In the event an employee is displaced by a change of operation or closing of his/her department, the Company shall place employee in a remaining department according to seniority, provided they can do the job.

(10) Employees will be required to return to work in the order that their seniority allows and will not be able to wait until the last crew starts.

Employees who fail to start when their seniority allows shall be allowed to report to work on the next available crew but will not be allowed to bump into higher seniority crews during that season. When a crew is terminated, in accordance with Article 14, Seniority B, Section 2, or laid off, employees in that crew will be placed in existing crews in any operating area in accordance with their departmental seniority.

(11) When an opening occurs within the cauliflower department, broccoli employees will be given preferential hiring over new hires, provided they are capable of performing the work satisfactory to the Company.

SCHEDULE V - Broccoli Harvest - Oxnard

	9-16-04	9-16-05	9-16-06	9-16-07
Guaranteed Hourly Wage	\$7.35	\$7.46	\$7.57	\$7.69
Piece-Rate per Carton				
4/3 lb. Florets/Japan	.95			
Sal Broc 14's	.87			
Sal Broc 18's	.87			
Broc Bag 14's	1.05			
Iceless JPN 38's	.95			
IFCO/CHEP 12's Canastas	.73			
IFCO 14's	1.20			
IFCO/CHEP Crwns Canasta	.84			
North/Broc Crwns Export	1.025			
Broc Bag 18's	1.05			
China 22's	.95			
Florets 6/3	1.25			
Totes	.85			
Export 1/2 boxes	.58			
Japan Small	.95			
Crowns	.85			
Sal Broc. Ruby Tuesday	1.75			
Tractor Driver - Class I	\$8.02	\$8.14	\$8.26	\$8.38
Shuttle Driver	\$8.27	\$8.40	\$8.52	\$8.65

Moyote Driver - Equal to the crew's pay plus .75 cents premium for all hours worked.

(1) Gloves, boots, rain gear, and broccoli 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) Designated 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 or at the guaranteed hourly rate, whichever is greater. Designated loaders shall be given adequate time with pay to punch in before the crew starts.

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

(5) The Company will make its best effort to maintain all broccoli equipment in good working order.

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

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(7) The Company will use its best efforts to allow fields to dry up before a harvesting crew starts operations at such field.

(8) The Company agrees that during extended periods of low volume, the Company will use its best efforts to ensure seniority workers the opportunity to work approximately six (6) hours per day.

(9) In the event an employee is displaced by a change of operation or closing of his/her department, the Company shall place employee in a remaining department according to seniority, provided they can do the job.

(10) Employees will be required to return to work in the order that their seniority allows and will not be able to wait until the last crew starts.

Employees who fail to start when their seniority allows shall be allowed to report to work on the next available crew but will not be allowed to bump into higher seniority crews during that season. When a crew is terminated, in accordance with Article 14, Seniority B, Section 2, or laid off, employees in that crew will be placed in existing crews in any operating area in accordance with their departmental seniority.

(11) When an opening occurs within the cauliflower department, broccoli employees will be given preferential hiring over new hires, provided they are capable of performing the work satisfactory to the Company.

SCHEDULE VI – Bag Lettuce Harvesting – Salinas/Southern

		9-16-04	9-16-05	9-16-06	9-16-07
Gauranteed Hourly Wage	Salinas	\$8.00	\$8.12	\$8.24	\$8.37
	Southern	\$8.00	\$8.12	\$8.24	\$8.37

PIECE-RATES

DURATION OF AGREEMENT

Bags 24 & 24'J	1.32
Bags 38's	1.51
Coupons Bags 24	1.49
Coupons Bags 30	1.69
Bags 30's	1.51
Open tray 24	1.30
Open tray 30	1.49
24 heads 3 heads/8 bags	1.30
30 heads 3 heads/10 bags	1.49
Clean & cored	1.20
Clean & trim	1.02
Half box 15 heads & ctn.	.745
Half box 12 heads & ctn.	.65
Naked 30's (Bag Crew) Dole	1.205
Naked Dole 24 (Bag Crew)	.980
Walmart Display 24	1.30
Markon 6 Pack	.250

- (1) Gloves, overshoes, knives, and cloth gloves for wrappers will be provided as required, provided worn out gloves, overshoes, and knives are turned in. Files will be made available to the crew on an as needed basis.
- (2) Transportation will be provided for loaders to and from the field.
- (3) 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.
- (4) Loaders will be compensated at the piece-rate or at the guaranteed hourly wage, whichever is greater, for all time spent in the field. Loaders shall continue to be paid with no one-half (1/2) hour lunch deducted.
- (5) Stand-by time resulting from machinery failure shall be paid at the guaranteed hourly rate of pay per hour.
- (6) Rain gear shall be provided to the loaders when they are required to work in the rain.

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(7) Low Volume Periods. The Company agrees that during extended periods of low volume, the Company will use its best efforts to ensure seniority workers the opportunity to work approximately six (6) hours per day.

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SCHEDULE VII – Precision Pack Salinas/Southern

	9-16-04	9-16-05	9-16-06	9-16-07
Guaranteed Hourly Wage	\$8.65	\$8.78	\$8.91	\$9.05
Piece-Rate Per Carton	.85			

(1) Gloves, overshoes, and knives will be provided as required, provided worn out gloves, overshoes, and knives are turned in. Files will be made available to the crew on an as needed basis.

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

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

(4) Loaders will be compensated at the guaranteed hourly wage, for all time spent in the field, which includes a "reasonable working lunch".

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

(6) Low-Volume Periods. The Company agrees that during extended periods of low volume, the Company will use its best efforts to ensure senior workers the opportunity to work approximately six (6) hours per day.

SUPPLEMENTAL AGREEMENT B

Commodity 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 Union Local 890, affiliated with the International Brotherhood of Teamsters, (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, 2004 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 commodity 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:**

A. **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.

B. **Continuation of Coverage.** The Company will offer Medical, Dental, and Vision continuation of coverage through COBRA (as amended) Consolidated Omnibus Budget Reconciliation Act of 1986. The Company will also offer Life Insurance conversion, at cost, when paid for by the employee.

C. Pursuant to the Master Agricultural Agreement Extension entered into by the parties on March 19, 1997, employees were required to share in any increase in the average monthly cost for health and welfare benefits through the expiration of the Agreement. The Company hereby agrees to modify the provision of the Agreement requiring such contributions for the remainder of the term provided, however, that the

Union agrees to a new health and welfare cost structure which shall take effect on September 1, 2004.

D. Effective March 1, 2004 through August 31, 2004, Commodity Support employees' contributions shall be reduced by 50% to \$25.94 per employee per month.

E. Effective September 1, 2004 the Company will implement the new Plan B for all Commodity Support employees and their eligible dependents.

F. Effective September 1, 2004, all Commodity Support employees will be required to contribute \$10 per month toward their health and welfare benefits. Each employee also will be required to pay an additional \$10 per month for any dependents to be covered under the Company's health and welfare benefit plans. The maximum contribution per employee will be \$20 regardless of the number of dependents covered. This cost structure shall be in effect until August 31, 2006 subject to the exceptions described below. Thereafter, the employee contribution will be increased from \$10 to \$15 per month per employee with an additional \$15 per month for any dependents. The maximum monthly contribution per employee as of that date will be \$30 regardless of the number of dependents. This contribution structure will be in effect for the remaining term of this Agreement subject to the exceptions described below.

G. Notwithstanding the foregoing, if during the periods from September 1, 2004 to August 31, 2005, and/or from September 1, 2005 to August 31, 2006, the total monthly cost of health and welfare benefits (including medical, dental, vision, life insurance and the administration thereof) to the Company for Commodity Support employees exceeds \$393 (consisting of a cap on Company contributions of \$375 per eligible employee plus an additional \$18 representing an approximate average of monthly employee contributions), then the Company shall meet with the Union to discuss reducing the levels of benefits provided to employees or increasing monthly employee contributions. If the parties do not reach an agreement within 30 days after the Company first notifies the Union of this issue, then the Company shall increase the level of employee contributions (both on an individual and family basis) by 50% of the amount necessary to cover the additional costs. The new contributions shall be effective December 1, 2005 to November 30, 2006 *and/or December 1, 2006 to November 30, 2007 **respectively. By way of example, if the monthly cost of benefits per employee for September 1, 2004 to August 31, 2005 is no more than \$393, then no increase in employee contributions will occur based on the following calculation:

Monthly Cost of Benefits per employee	\$393
Cap on Company contributions	- \$375
Balance	\$ 18
Average Monthly Employee contribution	<u>\$ 18</u>
	0

If during the periods from September 1, 2006 to August 31, 2007 the total monthly cost of health and welfare benefits (including medical, dental, vision, life insurance and the administration thereof) to the Company for Commodity Support employees exceeds \$422

(consisting of a cap on Company contributions of \$395 per eligible employee plus an additional \$27 representing an approximate average of monthly employee contributions), then the Company shall meet with the Union to discuss reducing the levels of benefits provided to employees or increasing monthly employee contributions. If the parties do not reach an agreement within 30 days after the Company first notifies the Union of this issue, then the company shall increase the levels of employee contributions (both on an individual and family basis) by 50% of the amounts necessary to cover the additional costs. The new contributions shall be effective December 1, 2007 to November 30, 2008. By way of example, if the monthly cost of benefits per employee for September 1, 2006 to August 31, 2007 is no more than \$422, then no increase in employee contributions will occur based on the following calculation:

Monthly Cost of Benefits per employee	\$422
Cap on Company contributions	- \$395
Balance	\$27
Average Monthly Employee contribution	<u>\$27</u>
	0

H. Effective September 1, 2004 the co-pays for Mexico are as follows:

Office visit co-pay	\$3.00 per visit
Lab & x-ray co-pay	No co-pay
Prescription Drugs	\$2.00 per medication

* covering the experience period from 9-1-04 thru 8-31-05
 ** covering the experience period from 9-1-05 thru 8-31-06

I. Any employee failing to make required contributions will not be covered.

Regarding Mexico:

- (1) Close the benefits to Panel only.
- (2) Agree to expand Panel to Tijuana provided the benefit level remains at the Mexicali/San Luis level.
- (3) Non-Panel providers will be paid by the Company only when the service is provided at a location fifty (50) miles (80 kilometers) from the closest Panel City.
- (4) Within three months after the execution of this Agreement, the Company and the Union shall meet in executive session to discuss the administrator of the Mexico Panel. The parties further agree to meet every thirty (30) days until the issue of the Mexico Panel Administrator is mutually resolved.

800

4. Pension Plan.

A. The Company shall contribute to the Western Conference of Teamsters Pension Trust Fund eighty-four cents (\$.84) per hour for each and every compensable hour earned by each employee covered by this Supplemental Agreement up to a maximum of 40 hours in any week.

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.

E. Effective September 15, 2004, the Company will increase the contribution paid to the Western Conference of Teamsters Pension Trust Fund (PEER 84) by 6.5 %. Accordingly, Section 4 (A) of the current Supplemental Agreement shall be modified to provide in its entirety as follows:

1. The Company shall contribute to the Western Conference of Teamsters Pension Trust Fund eighty-four cents (\$.84) per hour for each and every compensable hours earned by each employee covered by this Supplemental Agreement through and including September 15, 2004, up to a maximum of 40 hours in any week. Effective September 16, 2004, the Company shall contribute to the Western Conference of Teamsters Pension Trust Fund eighty-nine and forty-six one hundredths cents (\$.8946) per hour for each hours and every compensable hour earned by each employee covered by this Supplemental Agreement, up to a maximum of 40 hours in any week.

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 2004 and the Index figure for April 2005, shall be effective the first pay period beginning on or after July 1, 2005. The second cost-of-living allowance, based on the difference between the Index figure of April 2005 and the Index figure for April 2006, shall be effective the first pay period beginning on or after July 1, 2006, etc. during the terms of the Agreement.

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:

$$.3 \text{ point} = \$.01$$

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, grandparents, step-children, or grandchildren), 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. **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.

All bidding procedures will continue, as per past practice, and will be designated in the Company House Rules Booklet.

9. **Subsistence.**

(A) Subsistence shall apply.

(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.

(C) Salinas shall be home base for permanent employees and permanent employees shall not receive subsistence while working at their home base.

(D) Subsistence checks will be issued in separate checks.

10. **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 nineteen hundred (1900) hours in the previous calendar year, and at least one hundred fifty (150) 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 nineteen hundred (1900) 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 nineteen hundred (1900) 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 & Arizona 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.

11. 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 ninety (90) days from the date of transfer out of the bargaining unit.

COMMODITY SUPPORT 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 Arizona in excess of nine (9) 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 time worked in California 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.

I.2 Wages. 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. The Company shall provide all employees a lunch room and restroom facilities in all shops.

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 four (4) 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 and any other special tools required by the Company to perform 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. The Parts Department shall be included.

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 subsistence at the rate of two hundred and fifty (\$250.00) per week providing such employee works four days or more; seniority employees who work three (3) days or less will receive subsistence at the rate of thirty-five dollars and seventy-one cents (\$35.71) 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.

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 ninety (90) working days within a consecutive one hundred and fifty (150) day probationary period. Probationary employees may be discharged during the probationary period with or without cause and without further recourse. Upon completion of ninety (90) 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.

I.11 Subcontracting. If work is subcontracted which will result in the layoff of employees covered under this Schedule, the Company will notify the Union in advance and meet to discuss the effects on the employees.

I.12 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.

I.13 Vacation. Employees covered by this Section shall receive vacation pay as follows:

A. Upon working two thousand seventy-six (2,076) hours within the fifty-two (52) work week period commencing on or immediately after June 1 of any year within job classifications covered under Schedules contained in this Supplemental Agreement (Commodity Support), 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 seventy-six (2,076) hours, as stated in (A) above, for three (3) consecutive years, an employee shall receive a two-week (2) vacation with pay equal to ninety-six (96) hours at his guaranteed hourly rate of pay.

C. Upon working two thousand seventy-six (2,076) 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 seventy six (2076) hours but more than one thousand (1,000) hours in a job classification covered by this Supplemental Agreement (Commodity Support), 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 seventy-six (2,076) 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.

I 14. Travel Time and Pay:

Travel Allowance

Mechanics directed by the Company to transfer between areas at the beginning of a new season, shall receive the following travel allowance paid at the employee's straight hourly rate of pay:

Salinas-Huron	4 hours
Salinas-Yuma	10 hours
Yuma-Huron	10 hours
Salinas-Imperial Valley	9 hours
Huron - Imperial Valley	9 hours
Salinas - Oxnard	6 hours

If an employee is directed to follow Company equipment between areas and serve as road mechanic for that equipment while it is being moved, he will be paid at his hourly rate for time so worked and shall not be paid a travel allowance.

SHOP

COMMODITY SUPPORT SCHEDULE 1-A

SHOP WAGE RATES:

Description	9-16-04	9-16-05	9-16-06	9-16-07
Apprentice I	\$11.99	\$12.22	\$12.47	\$12.72
Maintenance Helper	\$10.13	\$10.33	\$10.54	\$10.75
Miscellaneous	\$ 9.26	\$ 9.45	\$ 9.64	\$ 9.83
Handyman	\$10.35	\$10.56	\$10.77	\$10.99

Description	9-16-04	Duration of Agreement
Temporary Working Foreman	\$16.20	ADVANCE CERTIFICATION
Senior Working Foreman I	\$17.65	ADVANCE CERTIFICATION
Senior Working Foreman II	\$18.65	ADVANCE CERTIFICATION
Senior Working Foreman III	\$19.55	ADVANCE CERTIFICATION
Fabricator/Journeyman	\$14.80	ADVANCE CERTIFICATION
Journeyman I	\$14.80	ADVANCE CERTIFICATION
Journeyman II	\$15.55	ADVANCE CERTIFICATION
Journeyman III	\$16.20	ADVANCE CERTIFICATION
Journeyman IV	\$16.95	ADVANCE CERTIFICATION
Journeyman V	\$17.70	ADVANCE CERTIFICATION
Journeyman VI	\$18.45	ADVANCE CERTIFICATION
Apprentice II	\$12.75	PEER REVIEW
Apprentice III	\$13.75	BASIC CERTIFICATION

Parts Department	9-16-04	9-16-05	9-16-06	9-16-07
Working Foreman	\$14.68	\$14.97	\$15.27	\$15.58
Assistant Working Foreman	\$14.40	\$14.69	\$14.98	\$15.28
Parts Clerk	\$11.45	\$11.68	\$11.92	\$12.16
Jr. Parts Clerk	\$10.35	\$10.56	\$10.77	\$10.99
Inventory Clerk	\$ 9.26	\$ 9.45	\$ 9.64	\$ 9.83

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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.

Journeyman New Hires

Any employee who is hired as a journeyman shall be paid apprentice wages until such time as he completes ninety (90) days of work, upon completion of ninety (90) days, he shall be paid at the journeyman wage scale.

COMMODITY SUPPORT 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 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 reserves the right to require field haul drivers to shuttle field haul trucks, loaded with cartons or other materials, between operating areas. In the event field haul drivers have undue hardships that require special attention, the express preference of the employee will be given full consideration before being required to shuttle field haul trucks.

The Company will use its best efforts to ensure the employees transportation at the new operating area is not impaired because of the field haul shuttle to that new area. The conditions outlined in Supplemental Support Agreement (Commodity Support), Article 10, Paragraph D, will be strictly followed by the Company.

D. 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.

E. All time worked in excess of nine (9) hours per day shall be paid for at the overtime rate.

F. There shall be no split shifts.

II.2. Wage Rates. The wages to be paid are set forth in Exhibit 11-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. 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.

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. 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 four (4) 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.

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 jobs.

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.

B. Seniority Records. The Company shall establish and maintain a computerized seniority system that will record and monitor the (1) Company Seniority, and (2) Departmental 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.

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 Provisions 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 physical incapacity, is unable to both drive and stitch, shall not lose his seniority rights because of such incapacity.

E. Separate Seniority Lists. The Company will maintain separate seniority lists for Field-Haul drivers and Sanitation drivers, recognizing that Sanitation drivers are not qualified to operate the Company's produce haul trucks. Drivers will not be permitted to bid on jobs from one list to another.

II.7 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 subsistence at the rate of two hundred and fifty (\$250.00) per week, providing such employee works four days or more; seniority employees who work three (3) days or less will receive subsistence at the rate of thirty-five dollars and seventy-one cents (\$35.71) 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.

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.

In order to qualify for per diem, permanent employees who have attained seniority must travel the entire travel circuit within their respective department.

Examples:

1. Employee hired in Yuma, Imperial Valley or Oxnard must travel to Salinas and upon his/her return to Yuma, Imperial Valley, Huron or Oxnard he/she will be eligible for per diem.

2. Employee who did not travel to Salinas but are assigned on a short term basis (not more than 30 days) from Yuma, Imperial Valley, or Oxnard to Salinas shall not be eligible for per diem in Huron, Yuma, Imperial Valley, or Oxnard upon his/her return.

3. A seniority employee who is hired in Salinas shall be eligible to receive per diem in Huron, Oxnard, Yuma and Imperial Valley.

II.8. Transplant Hauling. Assignment to hauling transplants and transplant equipment shall be made on the basis of qualifications where 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 following rates shall apply:

Huron to Yuma	\$140
Salinas to Oxnard	85
Salinas to Huron	45
Salinas to Imperial valley	165
Salinas to Yuma	170
Holtville to Yuma	15

When driver is called upon to drive in excess of ten (10) hours on any one day, a special subsistence allowance of thirty dollars (\$30.00) shall be paid.

II.10. Special Equipment. The Company shall provide coveralls for Sanitation Drivers.

II.11. Access to Fields. The Company shall be responsible to provide clear access to and from fields.

II.12. Advance Notice. Drivers to be permanently assigned to another operating area will be given twenty-four (24) hours notice prior to the designated reporting time. The Company will notify drivers three (3) days in advance or sooner of their permanent assignment.

II.13. Vacation. Employees covered by this Section shall receive vacation pay as follows:

A. Upon working two thousand seventy-six (2,076) hours within the fifty-two (52) work week 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 seventy-six (2,076) hours, as stated in (A) above, for three (3) consecutive years, an employee shall receive a two-week (2) vacation with pay equal to ninety-six (96) hours at his guaranteed hourly rate of pay.

C. Upon working two thousand seventy-six (2,076) 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 seventy six (2076) hours but more than one thousand (1,000) 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 seventy-six (2,076) 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.

II.14. Towing Walk-Behind Harvest Machines.

A. When a Field-Haul driver is assigned to tow walk-behind harvest machines, such machines shall be readied for transport prior to the Field-Haul driver's arrival at the field. This provision does not relieve the driver of the responsibility to check the readiness of said machine for towing.

B. Field Haul drivers towing walk-behind machines will be given specific instructions as to where to place the machine in a new field; the driver will be responsible for placing the machines accordingly.

II.15. Labels. As per past practice, truck drivers will continue to perform the labeling function. The company shall modify the label in an effort to simplify the procedure.

II.16. \$15 Premium. Employees who are required to punch in twenty-five (25) miles or more away from their home base, shall receive a fifteen dollar (\$15.00) premium. Employees in the Calipat/Holtville area that are required to punch in at the area not originally bid for, shall receive a fifteen dollar (\$15.00) premium for that day only. There will be no premium paid to employees who are required to punch in at the Soledad cooler.

II.17. 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, and the 4th of July 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 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 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.

D. Effective September 15, 1995, Memorial Day is added as a paid holiday to the holidays listed in B, above.

II.18. Travel Time and Pay:

Travel Allowance

Truck Drivers directed by the Company to transfer between areas at the beginning of a new season, shall receive the following travel allowance paid at the employee's straight hourly rate of pay:

Salinas-Huron	4 hours
Salinas-Yuma	10 hours
Yuma-Huron	10 hours
Salinas-Imperial Valley	9 hours
Huron - Imperial Valley	9 hours
Salinas - Oxnard	6 hours

TRUCK DRIVERS

COMMODITY SUPPORT SCHEDULE II-A

FIELD-HAUL WAGE RATES

<u>DESCRIPTION</u>	9-16-04	9-16-05	9-16-06	9-16-07
Lettuce Truck Driver	\$13.00	\$13.20	\$13.39	\$13.59
Lettuce Driver Pulling Trailer	\$14.00	\$14.21	\$14.42	\$14.64
Machine Driver Stitcher	\$12.84	\$13.03	\$13.23	\$13.43
Sanitation Driver	\$12.07	\$12.25	\$12.43	\$12.62
Celery Truck Driver	\$13.00	\$13.20	\$13.39	\$13.59
Celery Driver Pulling Trailer	\$14.00	\$14.21	\$14.42	\$14.64
Cauliflower Truck Driver	\$13.00	\$13.20	\$13.39	\$13.59
Caul Driver Pulling Trailer	\$14.00	\$14.21	\$14.42	\$14.64
Broccoli Truck Driver	\$13.00	\$13.20	\$13.39	\$13.59
Broccoli Driver Pulling Trailer	\$14.00	\$14.21	\$14.42	\$14.64
<u>Dispatching Department</u>				
Working Foreman	\$13.36	\$13.56	\$13.77	\$13.97
Dispatcher	\$12.43	\$12.62	\$12.81	\$13.00
Senior Working Foreman	\$16.88	\$17.13	\$17.39	\$17.66

LETTUCE PIECE-RATES:

	Rates	1/2 Box
0 - 10 miles	.0567	0.0284
10 - 20 miles	.0617	0.0309
20 - 30 miles	.0667	0.0334
30 - 40 miles	.0717	0.0359

CELERY PIECE-RATES:

	Rates	1/2 Box
0 - 10 miles	0.0591	0.0295
10 - 20 miles	0.0643	0.0321
20 - 30 miles	0.0695	0.0347
30 - 40 miles	0.0747	0.0373

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COMMODITY SUPPORT SCHEDULE III

Carton Yard

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

III.1 Hours. All time worked in Arizona in excess of nine (9) 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 time worked in California 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.

III.2 Wages. Wage rates and classifications are per supports schedule III-A.

III.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.

III.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.

III.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.

III.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)
SOUTH (including Yuma, Oxnard, and Imperial Valley)
3. 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.

III.7 Subsistence. Employees while working away from the Salinas-Watsonville area shall be paid at the rate of two-hundred dollars (\$200.00).

III.8 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.

III.9 Holiday. 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.

III.10 Vacation. Employees covered by this Section shall receive vacation pay as follows:

A. Upon working two thousand seventy-six (2,076) hours within the fifty-two (52) work week 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 seventy-six (2,076) hours, as stated in (A) above, for three (3) consecutive years, an employee shall receive a two-week (2) vacation with pay equal to ninety-six (96) hours at his guaranteed hourly rate of pay.

C. Upon working two thousand seventy-six (2,076) 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 seventy six (2076) hours but more than one thousand (1,000) 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 seventy-six (2,076) 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.

III.11 Travel Time and Pay:

Travel Allowance

Carton yard directed by the Company to transfer between areas at the beginning of a new season, shall receive the following travel allowance paid at the employee's straight hourly rate of pay:

Salinas-Huron	4 hours
Salinas-Yuma	10 hours
Yuma-Huron	10 hours
Salinas-Imperial Valley	9 hours
Huron-Imperial Valley	9 hours
Salinas-Oxnard	6 hours

CARTON YARD HOURLY WAGES
COMMODITY SUPPORT SCHEDULE III-A

CARTON YARD

HOURLY WAGES

<u>DESCRIPTION</u>	9-16-04	9-16-05	9-16-06	9-16-07
Sr. Working Foreman	\$14.38	\$14.60	\$14.82	\$15.04
Working Foreman	\$13.57	\$13.77	\$13.98	\$14.19
Forklift Driver/ Glue Machine	\$11.76	\$11.94	\$12.12	\$12.30
Miscellaneous Worker	\$11.14	\$11.31	\$11.48	\$11.65

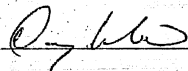
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IN WITNESS WHEREBY, the parties hereto have duly executed this Agreement
on this 4 day of June, 2004.

BUD ANTLE, INC.
dba BUD OF CALIFORNIA

GENERAL TEAMSTERS UNION
LOCAL 890, IBT, AFL-CIO

BY:  _____


BY:  _____

EXHIBIT "1"

Substance Abuse Policy

1. Purpose: The purpose of this policy is to ensure a safe workplace for all Employees, to eliminate the use of alcohol and drugs in the workplace, to comply with applicable law and regulations, and to provide a uniform method of dealing with substance abuse in the workplace.

2. Policy Statement: All employees covered by this Agreement are prohibited from:

(a) Possessing, selling, distributing, manufacturing, processing, using or consuming alcoholic beverages, illegal drugs, or controlled substances while on Company premises and/or on Company time; and

(b) Having a "prohibited level" of alcohol and/or illegal drugs or controlled substance in their system while on Company property or during working time. For purposes of this subparagraph (b), a "prohibited level" means a forensically acceptable positive quantity of any illegal drug or controlled substance other than marijuana and alcohol. For marijuana only, "prohibited level" means 0ng and for alcohol "prohibited level" means .02 percent.

3. Discipline: Except as provided in the "Rehabilitation" Letter of Understanding, employees who violate subparagraph (a) or (b) shall be subject to discharge.

4. Immediate Testing: The Company shall have the right, at its expense, to require immediate testing of Employees based on any of the conduct or circumstances set forth in this policy and for violations of subparagraph 2 (b). The Company will notify the Employee he or she may have a Union Representative and/or shop steward present during the testing, provided one is immediately available.

5. Annual Testing: Drug and alcohol test shall be performed at Company expense in connection with any routine annual physical examination that are required by law.

6. Pre-employment Testing: Applicants for work who have been offered employment may be required to pass a drug/alcohol screening test as a condition of starting work. The Company's failure to test any such applicant shall not impair its right to test any other applicant or constitute disparate treatment or discipline.

7. Refusal to Test: Any employee who refuses, delays, or fails to submit to testing or sign the required consent forms, shall first be informed that such refusal subjects him or her to immediate discharge. The employee shall be discharged if he or she then still refuses, delays, or fails to be tested and/or fails to execute the required forms.

8. Laboratory Procedures:The Company shall use only testing laboratories certified by the State of California and Arizona which utilize the testing procedures and requirement contained in the attached Letter of Understanding (Exhibit "2"). All "positive" tests will be retested a second time and the specimen shall be retained for a period of not less than six (6) months.

9. Suspension:Any employee tested, other than for post offer or routine physical, shall be suspended pending the results of the test. If the test is negative the Employee shall be promptly reinstated and made whole for lost wages and benefits.

10. Confidentiality:Information regarding the results of positive testing shall be maintained in confidence and, to the extent practicable, released only to Company personnel and authorized Union Representative.

11. Dissemination:All new and current Employees will be provided with a copy of this policy.

12. Post-Accident Testing:Employees may be required to undergo drug and alcohol testing after a work-related accident. Testing will be required when the Company reasonably believes that the employee may have caused or contributed to the accident and the accident results in injury to the employee or others which required the attention of a medical professional or property damage of more than \$500. An employee who is involved in an accident while on Company premises or while performing Company business must immediately report the accident to a member of management.

13. Under the Influence:Employees are required to submit to a drug and alcohol test if there exists reasonable suspicion to believe that the employee has reported to work, is attempting to work, or is working while under the influence of or impaired by alcohol, drugs, intoxicants, or a controlled substance. Reasonable suspicion shall be determined by observable manifestations of impairment that may include, but are not limited to: the odor of alcohol, employee's erratic behavior, slurred or incoherent speech, unsteady gait, or symptoms of physical agitation or sedation or other physical symptoms or manifestations of being under the influence of drugs or alcohol. Reasonable suspicion may also be based on a credible report that an employee has used drugs or alcohol in violation of this policy. A reasonable suspicion determination may be based on a single instance of observed behavior.

EXHIBIT "2"

Letter of Understanding

Re: Rehabilitation, Substance Abuse

This Letter of Understanding is by and between Bud Antle Inc., and General Teamsters, Warehousemen and Helpers Union Local 890 and shall be effective on and after September 16, 2004.

The Company and the Union mutually agree as follows:

1. Employees dischargeable under paragraph 2(b) of the Substance Abuse Policy (Exhibit "1") shall, in accordance with this Letter of Understanding, be offered a one time opportunity to enroll in a professionally recognized alcohol and/or chemical dependency rehabilitation program for a period of sixty (60) days as an alternative to discharge.

2. Only those employees who are medically and professionally certified as compulsive, dependent, and involuntary abusers of alcohol and/or illegal drugs or controlled substance are eligible for rehabilitation. Casual, social, and or recreational users, and certified abusers involved in injury accidents, are not eligible. An eligible employee who declines the rehabilitation opportunity shall be discharged.

3. The Company shall not be responsible for the cost of the employee's participation in the program.

4. The Employee shall provide the Company with proof of enrollment and satisfactory completion of the recognized program in which the Employee was enrolled.

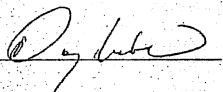
5. An Employee who fails to return to work upon the expiration of the leave, or who fails to satisfactorily complete the program, in which he or she has enrolled, shall be terminated.

6. By the granting of the leave and returning to work at its conclusion, the Employee agrees that he or she will submit to interim testing for drugs and/or alcohol on not more than three (3) occasions during the one-year period immediately following the expiration of the leave. Said Employee also agrees and acknowledges that a positive test result, or his or her failure to submit to such interim testing, shall result in discharge.

IN WITNESS WHEREBY, the parties hereto have duly executed this Agreement
on this 4 day of June, 2004.

BUD ANTLE, INC.
dba BUD OF CALIFORNIA

GENERAL TEAMSTERS UNION
LOCAL 890, IBT, AFL-CIO

BY: 

BY: 