COLLECTIVE BARGAINING AGREEMENT

BETWEEN

UNITED FARM WORKERS OF AMERICA, AFL-CIO

and

EXCELSIOR FARMING, LLC

Effective June 1, 2003
through October 31, 2004.

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PREAMBLE

This Agreement is between Excelsior Farming, LLC, hereinafter called "the Company" and the United Farm Workers of America, AFL-CIO, hereinafter called "the Union."

ARTICLE 1: UNION RECOGNITION

1.1 The Company does hereby recognize the Union as the sole exclusive bargaining agent representing all of the Company's agricultural employees ("employees") as to wages, hours and working conditions in the unit set forth in the Agricultural Labor Relations Board's ("ALRB") certification, Case No. 94-RC-3-VI. In the event the ALRB certifies other employees not here included within the certified unit, such additional employees shall be included under the terms of the Agreement.

1.2 The term "employee" shall not include office employees, sales employees, security guards who perform no bargaining unit work, professional employees and supervisory employees who have the authority to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward or discipline other workers or the responsibility to direct them or adjust their grievances or effectively recommend such action, if, in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature but requires independent judgment.

1.3 Neither the Company, nor the Union, nor any representative of either party, will take any action to disparage, denigrate or subvert the other party.

1.4 Neither the Company nor its representatives will interfere with the right of any employee to join and assist the Union.

1.5 The Company will not promote or finance any labor organization, including any competing labor organization or decertification campaign.

1.6 The Company agrees that no business device, financial arrangement, including joint venture partnerships or other forms of agricultural business operations, shall be used to circumvent the obligations of this Collective Bargaining Agreement.

1.7 Neither the Union nor its representatives will interfere with the way of the Company to conduct its business or direct its workforce.

1.8 The Company agrees to furnish to the Union, in writing, within one (1) week after the execution of this Agreement, a list of its bargaining unit employees giving the names, addresses, social security numbers, and types of job classifications.

1.9 The Union will within one week after the Agreement is signed advise the Company in writing as to the names, social security number and positions of the Union representatives on the Workers' Board and of changes in representation when and if changes occur but the Company will continue to deal with any identified representative until such notification is made.

ARTICLE 2: SUCCESSORSHIP

Successorship is a legally defined term pursuant to the Agricultural Labor Relations Act and/or National Labor Relations Act. The Company shall, upon any sale or transfer and/or change of ownership of the business and/or operation of any part thereof, provide a copy of this Agreement to the transferee, purchaser, etc. The Union shall be given written notice of the transaction by way of a copy of the letter forwarding a copy of this Agreement as specified immediately above. By this Article, the Company and the Union define contractual rights and do not waive any statutory rights.

ARTICLE 3: UNION SECURITY

Union membership shall be a condition of employment. Each bargaining unit employee shall be required to become a member of the Union following ten (10) calendar days[1] after the beginning of employment, or the effective date of signing of this Agreement, whichever is later, and to remain a member of the Union in good standing. The Union shall be the sole judge of the good standing of its members.

ARTICLE 4: CHECK-OFF

4.1 The Company agrees to make deductions from employee payroll earnings for payment of initiation fees, periodic dues and/or assessments, and to forward the deducted amounts to the Union on a monthly basis, along with a list of the employees from whom such deductions are being made. Deductions shall be made from the payroll earnings from the first payroll period following the time periods set forth in Article 3 above, and from each payroll period thereafter. The Union and the Company shall use best efforts to obtain signed deduction authorization forms, on a voluntary basis, for each bargaining unit employee, in English and/or Spanish language, whichever is appropriate, on deduction authorization forms supplied by the Union.

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

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[1] As set forth in Article 13, the probationary period shall be 21 days.

ARTICLE 5: UNION ACCESS

5.1 The UFW will notify the Company at (559) 584-9211 at least 24 hours before taking access to Company property. This notice will include the identity of each crew which UFW representatives will be visiting.

5.2 If the UFW representative, who is giving the access notice to Company property, needs to know where a crew or crews will be working the following day, they may ask to speak to supervisors John Warmerdam, Arne or Juan, in order to find out the crew's location.

5.3 No more than four (4) UFW representatives at one time will be on Company property. While on Company property, all UFW representatives will wear identification which includes their name and affiliation. While UFW representatives are on Company property, there will be no more than two (2) UFW representatives in any one Company crew.

5.3 If a crew will be working more than six hours in one day, the employees take their lunch between 12:00 p.m. to 12:30 p.m. If a crew works less than six hours, employees will not take lunch. If anytime this schedule changes, the Company will notify the UFW of that fact by sending a certified, return receipt letter to the Union at the following address: P. O. Box 130, Delano, California 93216.

5.4 UFW representatives will not be on Company property before or after work hours.

5.5 The UFW will not, by its actions, cause any employee to be late starting work or returning to work after lunch. For safety reasons, NO representative of the UFW will at any time drive around, on or through Company property looking for Company crews.

ARTICLE 6: MANAGEMENT RIGHTS

Except as expressly modified or restricted by a specified provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and invested in the Company including, but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion: to hire or fire or discipline employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, layoff, recall to work, and rehire employees; to maintain the discipline and efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted; to set the starting and quitting times and the number of hours and shifts to be worked; to set the standards of productivity, the products to be handled, and/or the services to be rendered; to use independent contractors to perform work or services; to subcontract, contract out, or close down, the Company's operations or any part thereof; to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service; to control and regulate the use of machinery, facilities, equipment, and other property of the Company; to use any herbicide or pesticide or chemical legally approved for use/application; to introduce new or improved research, production, service, and maintenance methods, materials, machinery, and equipment; to determine the number, location and operation of departments, divisions and all of the units of the Company; to issue, amend and revise policies, rules, regulations and practices; and to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the Company and to direct the Company's employees. The Company's failure to exercise any right, prerogative, or function hereby reserved to it, or the Company's exercise of any right, prerogative, or function in a particular way, shall not be considered a waiver of the Company's

right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the expressed provisions of this Agreement.

ARTICLE 7: NON-DISCRIMINATION

In the administration of this Agreement, neither the Company nor the Union shall discriminate against any employee or applicant because of that employee's race, color, sex, religion, national origin, marital status, ancestry, physical or mental condition or handicap, age or union membership, in accordance with federal or state law.

ARTICLE 8: HIRING

8.1 The Company will operate a centralized hiring facility whereby it shall secure all new or additional employees on a non-discriminatory basis, EXCEPT this shall not include any employees on the Company's Recall List. Applicants for employment will be considered on an as-needed basis with the exception that during the week of November 1 through 7 (except Saturdays and Sundays), the Company will be hiring for the pruning season and during the week of March 11 through 17 (excluding Saturdays and Sundays), the Company will be hiring for the Thinning/Harvest season. New or additional applicants shall be given as much notice as possible of the starting date. Such facility shall be centrally located and easily accessible to applicants and the Union. The Company shall notify the Union of the address and phone number of its hiring facility and the name of the person or persons designated to have the exclusive authority to hire new or additional employees.

8.2 To insure the Union's ability to check on the non-discriminatory nature of the Company's hiring facility, the Company will have each applicant who is interested in working for the Company fill out an application for employment. The facility will remain open as necessary during normal business hours to insure that the Company has an adequate number

of applications on file to fill expected vacancies and the Company shall advise the Union's local office of the date and the time the facility will be accepting applications. Applications will be maintained for no longer than thirty (30) days and any applicant still interested in working for the Company will be required to fill out a new application at the end of that thirty-day period. The job application form used shall at a minimum include the applicant's full name, valid social security number, telephone or message number and the position or job sought.

8.3 The Company shall not use this hiring facility in order to hire more employees than are reasonably needed to perform the work anticipated by the Company, so that the Company will not attempt to dissipate the amount of work available to current employees.

8.4 The Company will inform the Union's local office in writing of the identity of new hires within five (5) business days (Monday through Friday) of the new employee's starting work.

ARTICLE 9: JOB OPENINGS

9.1 All permanent job vacancies, which are defined for purposes of this section as vacant jobs which may reasonably be expected to last longer than fourteen (14) days, shall be filed by the following procedures taken in the order here presented:

9.1.1. By recall as provided in 10.3.4.

9.1.2. By offering the vacancies to those employees holding the highest Company seniority on the applicable classification application list as provided in 10.8, and who are qualified for the work required. The Company decision as to qualifications shall be final unless capricious and arbitrary, or made in violation of the discrimination clause of this contract. Persons offered employment shall have fourteen (14) days from the mailing date or date of personal service of the notice of offer to report for the available vacancy. Offerees who accept

any offer made hereunder shall attain seniority in the new classification according to 10.1.2, and shall retain all previously held classification seniority as well until it might be lost as elsewhere provided in this agreement.

9.1.3 By offering the jobs to any temporary employees then filling the vacancy temporarily in accordance with 9.2, provided that in the Company's judgment the temporary employee is qualified to perform the work required.

9.1.4 by any other means directed by the Company, not in conflict with any provision of this Agreement.

9.2 The Company may fill any permanent job vacancy with temporary employees of its choice while steps 9.1.1 and 9.1.2 above are undertaken to fill said vacancy.

9.3 The Company may refuse to assign any employee to a job for which the Company in its discretion determines the employee is not qualified in the particular duties or functions required.

ARTICLE 10: SENIORITY

10.1 General Seniority Provisions

10.1.1 Company seniority shall reflect length of time worked for the Company, regardless of type of work performed except that it must have been in a type of work covered by this Agreement. Company seniority shall be attained, with date of hire being the Company seniority date, when the employee has attained classification seniority in any classification as here-inafter prescribed. Company seniority shall be lost if: (1) voluntary quit, (2) the last classification seniority held is lost for any reason, (3) the employee is discharged for just cause, (4) the employee fails to return from a leave of absence, or (5) the employee accepts a supervisory position with the Company in which he/she continues to be employed for a period

exceeding three (3) consecutive months or from which he/she is terminated for just cause. All questions regarding seniority shall be prospective from the date that this contract is signed, and seniority shall be assigned based on past service for Excelsior Farms, or if past service extends to the predecessor company, Warmerdam Packing Co.

10.1.2 Classification seniority shall reflect the length of time worked for the Company in a specific job classification. Classification seniority shall be attained, with the first date worked in the classification being the classification seniority date, when the employee has worked One Hundred and Sixty (160) hours in the classification within a period of Ninety (90) consecutive calendar days during which that classification was actively working. Hours to be counted as hours worked for this purpose shall be actual hours worked, paid call time, paid standby time, paid travel time. An employee may hold more than one classification seniority simultaneously. A classification seniority shall be lost if, with respect to that particular classification, the employee: (1) voluntarily quits, (2) fails to respond to a recall notice as elsewhere herein provided, or (3) declines for any reason, other than to remain employed by the Company in another classification wherein he/she is presently working, to report for work pursuant to a recall. Classifications in which employees may hold classification seniority are: (1) harvest and thinning, (2) pruning, (3) tractor driver*, (4) irrigators, (5) mechanics, (6) general shop.

10.2. Rights, Obligations and Procedures Pertaining to Layoffs

10.2.1. Layoffs for more than two (2) weeks due to lack of work in any classification shall be in classification seniority order among those employees then working in the classification starting with the employee holding the least classification seniority. The

* Between tractor drivers and irrigators, those employees with classification seniority in irrigation shall have seniority over an individual with only tractor driver seniority.

Company may modify the application of seniority order here only to the extent required to retain any employee with the special skills required to accomplish the work remaining in the classification affected by the layoff. Special skills for purposes of this provision shall include those required of the irrigator, mechanic, tractor driver, or general shop, as well as special skills required for existing job codes performed by general labor, other than general thinning, harvest and pruning work.

10.2.2 Short-term layoffs of whole crews for lack of work may be made on a rotational basis among all crews in the classification without regard to seniority provided no one crew is off for longer than two (2) weeks at a time within the rotation, and provided available work is reasonably uniformly allocated over all crews in the classification.

10.2.3 A seniority employee may be laid off out of seniority order at the end of an operating season if the employee so requests, provided there are in the Company's opinion, sufficient qualified employees to complete the work anticipated by the Company. If such request is granted by the Company, the laid-off employee may return to work to the classification from which the layoff was made pursuant to his/her seniority rights in a subsequent recall to that classification.

10.2.4 When an employee is laid off under any of the above layoff provisions, the employee shall be given a written notice of the layoff, and a copy shall be sent to the Union. The employee shall also be required to fill out a recall form with his/her name, Social Security number, employee number, and the mailing address to which notice of recall is to be mailed. If this address changes while the employee is on layoff, it shall be the employee's responsibility to so notify the Company by written communication.

10.3 Rights, Obligations and Procedures Pertaining to Recalls

10.3.1 Recalls from layoff shall be made in classification seniority order from among those employees holding classification seniority in the classification applicable to the jobs to be filled. The Company may deviate from classification seniority here only to the extent of its requirements for any special skills in the classification to which the recall applies. Special skills for purposes of this provision shall be defined as set forth in 10.2.1.

10.3.2 The desire of any employee to remain with any crew or classification in which he/she is then presently working and in which he/she has been a regularly working employee for at least the fourteen (14) days immediately preceding the recall shall take precedence over any obligation the employee might have to report pursuant to a recall to another classification. Any employee who chooses to exercise this privilege shall not lose classification seniority in the classification to which recalled, provided he/she notifies the Company of such choosing in his/her response to the recall. Any employee choosing to exercise this right may thereafter move into the classification for which the declined recall was issued only pursuant to a subsequent recall.

10.3.3 The Company shall not be required to issue a recall, to any seniority employee then presently working in an established crew in a like classification.

10.3.4 Except for harvest/thinning or pruning, when an employee is recalled from layoff or from employment with the Company in another classification, the Company will mail a written notice of recall to the employee's last known mailing address, or if the employee is at the time working for the Company in some other classification, the Company may deliver the recall notice at work. This notice will contain the employee's name, Social Security number, the classification to which he/she is being recalled, the approximate date to report for work, and

reporting instructions. This recall notice will also show the phone number through which the recalled employee should acknowledge the recall and get the exact starting time when the starting time is established. A copy of the notice of recall shall be sent to the Union. With respect to the harvest/thinning recall, employees must register for recall at the office during regular business hours between March 11 through 17, excluding Saturdays and Sundays. No recall notice will be sent to the harvest/thinning employees. With respect to the pruning season, employees seeking recall must register at the office during regular business hours between November 1 through 7, excluding Saturdays and Sundays. No recall notice will be sent to the pruning employees.

10.3.5 Seniority employees shall have fourteen (14) days from the date of mailing of the recall notice, or the date of personal services upon the employee if the employee is then working for the Company, to respond to the notice or must apply at the office as required for recall for harvest/thinning or pruning. If the non-working recalled employee fails to respond within this period, or if the non-working employee fails to report as instructed, or if the notice of recall is not delivered because of a change of address of which the Company was not timely notified as required in Section 10.2.4, then the Company seniority shall be lost.

10.3.6 The Company shall not be obligated to issue a recall of any job which it reasonably expects will not last beyond the fourteen (14) days allowed herein for responding to a recall, but may use for such work temporary employees. However, such temporary employees may be displaced by any unemployed employees holding the appropriate classification seniority, in order of that classification seniority, who make themselves available for the job involved.

10.4 Except as otherwise expressly provided in this Article, seniority shall not be used to bump working employees in any classification.

10.5 Employees may transfer between established crews only with the approval of the Company.

10.6 On any day when equipment breakdowns, abnormal field or production problems, or employee shortages which place a crew at less than its normal compliment would case a reduction in efficiency, productivity or product quality, the Company may move employees between jobs in the crew as it deems necessary to minimize such reductions.

10.7 Any employee rehired after loss of all seniority as provided in this Agreement will establish new seniority only in accordance with 10.1.1 and 10.1.2.

10.8 The Company shall maintain classification application lists for each classification, and shall forward copies thereof to the union each quarter. These lists shall be kept at the Company's Headquarters and shall be accessible to employees at the Hanford Office. Employees holding Company seniority may have their names entered on any classification application list for a classification in which the employee does not already hold, and has not held in the previous twelve (12) months, classification seniority by notifying the Company of such desires in writing. Names shall be removed from the lists if: (a) the employee is terminated with loss of Company seniority, (b) the employee declines for the second time to accept a position offered from the lists, (c) the employee requests his name be removed, or (d) the employee accepts a position offered from the list. An employee's name must have been on the appropriate list prior to any announcement by the Company of a vacancy to be filled therefrom in order to qualify for consideration for the vacancy.

10.9 A seniority list for each classification shall be sent to the Union by the Company within thirty (30) days of the execution of this agreement and once each quarter thereafter. Such lists shall show the names in classification seniority order of each employee holding seniority in

the classification, Social Security number, classification and Company seniority dates. At the time each set of seniority lists are sent to the Union, a full set shall be posted at each Company office where it shall be readily accessible to employees during office hours and on a bulletin board at the pick up points. Employees shall be responsible for notifying the Company of their address if those shown on these lists are not accurate, and the Company may rely fully on the addresses on these lists for all purposes indicated in this Agreement. Any dispute arising from these lists regarding seniority dates may be taken up directly with the Company, or may be made the subject of a grievance against the Company in accordance with the Grievance and Arbitration Article of this Agreement. A grievance on a seniority date, however, shall be considered untimely and therefore waived if the grievance is not filed fifteen (15) days after the posting of the first seniority list on which the alleged error is shown, or within fifteen (15) days after the aggrieved employee returns to work if the employee was on layoff or authorized leave of absence when the first list containing the alleged error was posted.

10.10 It is understood that the Company and the Union may enter into written agreements making deviations from these seniority provisions regarding application of seniority, but it is also understood that neither the Company nor the Union are obligated or committed in any way to agree to such deviations.

10.11 Notwithstanding any other provisions of this Article, all seniority shall be lost by any employee who does not work for the Company in any 12-month period, starting with the implementation of this Agreement.

ARTICLE 11: INFORMAL TRAINING

The Company has a long-standing practice of giving employees an opportunity to drive tractors which are used to pull bins during the harvest. As per past practice,

the Company agrees to continue this same informal training so as to provide employees an opportunity to become acquainted with tractor work.

ARTICLE 12: HOURS OF WORK

12.1 The sole purpose of this Article is to provide a basis for the compensation of straight time, overtime and wages, and nothing contained in this Agreement shall be construed as a guarantee or a commitment by the Company to any employee of a minimum or maximum number of hours of work per day, per week, or per year. The Company's pay records, practices and procedures shall govern the payment of all wages. Any changes made in either California's IWC Orders or equivalent federal statutes or regulations shall supersede the provisions of this Article.

12.2 A workweek means any seven (7) consecutive days starting with the same calendar day each week and for the purposes of this contract shall be Monday through Sunday.

12.3 Workday means any consecutive twenty-four (24) hours beginning at the same time each calendar day.

12.4 Wages means all amounts paid for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis or other method of calculation.

12.5 Employees shall be paid overtime at a rate of one and one-half times (1 ½) the regular rate of pay for all hours in excess of ten (10) hours in any one day.

12.6 The Company shall permit all employees to take rest periods, which in so far as practical shall be in the middle of each work period. The authorized rest period shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours worked or a major fraction thereof. However, a rest period need not be authorized for

employees whose total daily work time is less than three and a half (3 ½) hours. Authorized rest period shall be counted as hours worked for which there shall be no deduction from wages.

12.7 Employees shall be permitted to take a meal period of not less than thirty (30) minutes, except that when a work period of not more than six (6) hours will complete the day's work, the meal period may be waived by mutual consent of the Company and the employee(s). Meal periods shall be taken as per past practice.

12.8(a) Each workday an employee is required to report to work and does report, but is not put to work or is furnished less than one-half said employee's usual or scheduled day's work, the employee shall be paid for one-half said employee's usual or scheduled day's work, but in no event for less than two (2) hours, nor more than four (4) hours at the employee's regular rate of pay.

12.8(b) If an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. The above-noted reporting time pay provisions are not applicable when the interruption of work is caused by acts of God or other causes not within the Company's control.

ARTICLE 13: DISCIPLINE AND DISCHARGE

13.1 During the first twenty-one working days of employment the Company shall have the right to discipline and discharge employees, providing that in the exercise of this right it will not be in violation of this Agreement. At the conclusion of the probationary period, employees will be disciplined or discharged for good cause. Good cause is defined as discipline or discharge for fair and honest reasons, that are not trivial, arbitrary or capricious, unrelated to

business needs or goals, or pretextual, supported by evidence gathered through an investigation that includes notice of the claimed misconduct and a chance for the employee to respond.

13.2 Prior to any discharge or suspension, the Company shall notify the designated steward or other Union representative who shall have the right to be present when formal charges are made, if he so desires (but it is understood that a steward or union representatives who is an employee will not be paid for the time so spent). Provided, however, that if a situation occurs wherein the Company deems it is necessary to take immediate action, and no steward or other Union representative is immediately available the Company may take such action and must within forty-eight hours thereafter give written notice to the Union stating the reasons for such discharge or suspension. Failure to comply with this section shall not be a basis for setting aside an otherwise valid discharge or suspension. However, the arbitrator may award the employee back pay up to the time the Union is given written notice.

ARTICLE 14: GRIEVANCE PROCEDURE

14.1 The parties to this Agreement agree that all disputes which arise between the Company and the Union with respect to the interpretation or application of this Agreement shall be subject to Article 14, Grievance Procedure and Article 15, Arbitration Procedure. The parties further agree that Articles 14 and 15 shall be the exclusive means for handling and resolving any disputes arising under this Agreement, and no other means shall be utilized by any persons with respect to any dispute involving this Agreement until the Grievance Procedure and Arbitration Procedure have been exhausted.

14.2 Definition of a Grievance: A grievance is an allegation by an employee or the Union that the Company has violated an express provision of this Agreement.

The parties hereto agree to resolve disputes, as defined above, in the manner described below:

STEP ONE: Any grievance arising under this Agreement shall be immediately taken up between the Company supervisor involved and the individual employee or the employee and a Union steward, although the unavailability of a Union steward shall not serve as a basis for any delay in the presentation of the grievance. They shall use their best efforts to resolve the grievance. There is no requirement of any form of writing during the first step. Any grievance not resolved within two (2) workdays excluding Saturday and Sunday of the time in which it was taken up at the First Step shall proceed to the second step.

STEP TWO: The grieving party shall reduce the grievance to writing, including the facts giving rise to the grievance; the provisions of the Agreement, if any alleged to have been violated; the names of the grieving party, the Union or employee(s), and any other employee or Company representative who may be involved; and the remedy sought and serve it on the Company.

A grievance regarding the discharge of an employee must be filed in writing within three (3) workdays of the Union receiving written notice from the Company of the discharge. All other grievances must be filed in writing within seven (7) workdays of the occurrence of the grievance. The failure of the grieving party to file a grievance within the time limits specified in this paragraph shall constitute a waiver of the grievance.

A meeting between the Union representative and Company Representative(s) will be held not later than ten (10) workdays after the filing of the written grievance. If the grievance is not satisfactorily resolved in such meeting, the Company shall give a written response to the

grievant regarding the Company's position including reason for denial and this shall be done within ten (10) workdays from the close of the Step Two meeting.

If the Company fails to respond within said ten (10) workdays, the Company shall have lost its opportunity to dispute the grievance and the grievance shall be granted in the grieving party's favor.

STEP THREE: If the parties cannot resolve the dispute in Steps One and Two above, the grieving party must file a written notice with the other party within ten (10) workdays of receipt of the written response based upon the Step Two meeting. The grieving party must notify the other party in writing of its intention to submit the grievance to arbitration. If said written notice is not given within the ten (10) workday period, the grievance shall be deemed waived and abandoned.

14.4 All grievances shall be processed outside of working hours (non-working hours). Time lost by grievants or stewards or the Grievance Committee from their jobs in the processing of grievances shall not be paid by the Company. However, notwithstanding the above, in the event the grievance meeting is held during regular working hours, by the mutual consent of the Company, Union and grievant, the time lost by the grievant(s) and steward or Grievance Committee shall be with pay.

The Union shall designate or make known, in writing, to the Company the names of the stewards or members of the Grievance Committee authorized to speak or act on behalf of the Union in administering this Agreement.

14.5 Aggrieved employees shall have the right to be present at each step of the grievance procedure. The Company agrees to cooperate in making a Union Steward, Grievance Committee or Union representative available to an employee or group of employees wishing to

submit a grievance, as long as this does not interfere with the grievant's, Steward's or Grievance Committee's normal work.

14.6 Grievances dropped prior to Arbitration shall be considered as withdrawn without prejudice to the party's position on a similar matter in the future.

14.7 The Union shall have the right, upon reasonable notice given to the Company, to examine time sheets, discipline records, work production, or other records that pertain to the grievant's compensation.

ARTICLE 15: ARBITRATION PROCEDURE

15.1 Either party may request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. If the parties cannot agree upon the selection of the arbitrator, then they will turn to the list of arbitrators received under the procedures of this paragraph and alternately strike one (1) name until one (1) name remains on the list; the name remaining shall be the person designated as the arbitrator. The party to strike first shall be selected by a coin toss. If the arbitrator selected is not available, the parties will request a new list and begin the selection process again.

15.2 All fees and expenses of the arbitrator, including the cost of the meeting room, shall be paid by the losing party. If a question arises as to the losing party, this shall be decided by the Arbitrator hearing the grievance then in dispute. Each party shall pay the cost of presenting its own case and may call such witnesses as the party believes necessary, subject to the power of the Arbitrator to control the arbitration.

15.3 The Arbitrator's decision shall be final and binding on the Company, the Union and the employee. The Arbitrator shall consider and decide only one grievance; provided however, the parties may, by mutual consent, agree to have the Arbitrator hear more than one (1)

grievance. The Arbitrator shall not have the authority or jurisdiction to modify, add to, detract from or alter any provisions of this Agreement. The Arbitrator shall have the authority to revoke or modify any form of discipline and/or discharge and may award backpay for any loss of earnings from the Company. The Arbitrator shall also have the authority to apply the terms of the Agreement to and order compliance on all parties within the terms of the Agreement.

15.4 The Arbitrator may allow briefs and shall issue a decision in writing to the parties within fifteen (15) days after (1) the date of the closing of the hearing; or (2) the submission of post-hearing briefs. The decision of the Arbitrator shall be in writing, signed and delivered to the respective parties.

15.5 The arbitrator may make a field examination upon request and during work hours in any case he or she deems will assist in his/her arbitration of the matter.

ARTICLE 16: NO STRIKE/NO LOCKOUT

16.1 There shall be no strikes, picketing, boycott, work stoppage, production stoppage of any kind, including sympathy or other interference with the Company's business during the term of this Agreement by the Union or the employees. Nor will any employee take part in a strike, intentional slowdown, refuse to work or in any manner cause interference with or stoppage of the Company's work. If any of the said events occur, the Officers and Representatives of the Union shall do everything within their power to end or avert such activity.

16.2 During the term of this Agreement, the Company agrees that there shall be no lockouts.

16.3 Employees engaging in any strike, slowdown, boycott, or other curtailment of production in violation of this Agreement may be subject to discipline, including discharge, at the sole discretion of the Company. In the event of an arbitration over disciplinary

action taken by the Company against an employee for violation of this Article, the arbitrator's authority shall be limited to determining whether the worker in fact violated any provision of the Article. The arbitrator shall have no authority to modify the discipline if a violation of this Article has occurred.

16.4 The Company agrees that bargaining unit employees will not be required to perform work that normally would have been performed by workers of another employer that are on strike and that any bargaining unit employee may refuse to pass through any picket line of another employer sanctioned by the Union.

16.5 In the event of an alleged violation of this Agreement, the parties may institute expedited arbitration proceedings regarding such alleged violation by delivering written or faxed notice thereof to the Union and to the Federal Mediation and Conciliation Service ("FMCS"). Immediately upon receipt of such written or faxed notice, the FMCS shall appoint an arbitrator to hear the matter. The arbitrator shall determine the time and place of the hearing, give faxed notice thereof, and hold the hearing within twenty-four (24) hours after his or her appointment. The fee and other expenses of the arbitrator in connection with this expedited arbitration proceeding shall be borne by the losing party. The sole issue at the hearing shall be whether a violation of this Article has occurred or is occurring, and the arbitrator shall not consider any matter justifying, explaining, or mitigating such violation. If the arbitrator finds that a violation of this Article is occurring or has occurred, he or she shall issue a cease and desist order with respect to such violation. The arbitrator's written opinion, award and order shall be issued within twenty-four (24) hours after the close of the hearing. Such award and order shall be final and binding on the Company and the Union.

16.6 The remedies set forth in this Article are not exclusive, and the parties may pursue whatever other remedies are available to it at law or equity.

ARTICLE 17: NEW OR CHANGED OPERATIONS

In the event a new or changed operation or new or changed classification is established by the Company, the Company shall set the wage in relation to the classification and rates of pay in Appendix "A" and shall notify the Union in writing before such rate is put into effect. After such notice, whether or not the Union has agreed to the proposed rate, the Company may put the rate into effect. The Company shall meet and bargain with the Union within fifteen (15) days after the Company sends the written notice. Any unresolved dispute is subject to the Grievance and Arbitration Articles but the entire scope of any grievance or arbitration shall be the wage rate.

ARTICLE 18: SUPERVISORS AND BARGAINING UNIT WORK

Supervisors may perform any work covered by this Agreement including instruction, training, emergencies and the type of work supervisors have previously performed. This paragraph shall not be used to avoid the recall of employees to perform thinning, harvest or dormant pruning work.

ARTICLE 19: MECHANIZATION

The Company shall have the right to use any type of mechanical equipment it has used or contracted for in the past, and the Company shall have the right to use or introduce any and all new equipment. Prior to the introduction of a new type of equipment which will permanently displace bargaining unit employees, the Company will give written notice to the Union regarding the new equipment and the current jobs/positions the new equipment will affect and this notice will be mailed by certified mail thirty (30) days prior to the planned date of

implementation. Employees displaced by the introduction of new equipment will have their names placed on a preferential rehire list in order by their social security number. The Company and the Union will meet to discuss the possibility of training for displaced bargaining unit members to operate and maintain the new equipment or for other positions with the Company, the possibility of displaced bargaining unit members working in other positions, or creating a preferential rehire list in order of their company seniority.

ARTICLE 20: SUBCONTRACTING

20.1 The parties understand and agree that the hazards of agriculture are such that subcontracting may be necessary and proper. Subcontracting may be necessary in specialized situations where equipment or skills not owned or possessed by the Company are required. It is agreed that that Company shall not subcontract to the detriment of the Union or bargaining unit workers and shall notify the Union in advance of any subcontracting.

20.2 The parties agree that in the application of this Article, the following will apply:

1. Subcontracting is permissible where workers in the bargaining unit do not have the skills to operate and maintain the equipment or perform work of a specialized nature.

2. Subcontracting is permissible where specialized equipment not owned by the Company is required.

20.3 This Article also covers Farm Labor Contractors (FLC's), who are persons or companies capable of meeting short term labor needs. If FLC's are used, the parties agree that the following will apply:

1. FLC crews will work for no more than 7 days in the harvesting of crops other than the harvest of cherries.

2. FLC crews will work no more than 21 days in the harvesting of cherries.

3. In order to use FLC crews in the cherry harvest the Company must maintain at least 324 cherry harvest crew employees on its direct payroll and provide those employees work 6 days per week, weather and harvest conditions permitting.

4. In order to use FLC's in the harvest of crops other than the harvest of cherries the Company must maintain at least 324 crew employees on its direct payroll and provide those employees work 6 days per week, weather and harvest conditions permitting.

5. When weather conditions or other events out of the control of the Company give rise to an emergency situation or business necessity requiring the use of additional labor demands, provided that, the Company and the Union shall mutually agree. In no event will such a request to the Union be unreasonably denied by the Union.

20.4 The Company shall have the right to subcontract to the extent the Company has subcontracted in the past, such as mechanical grape harvest, grafting and irrigation system installation, provided the Company does not violate any provision of this Article.

20.5 The Company shall not use this Article for the purpose of avoiding any provisions in this Agreement, or where the result is a reduction of work made available to bargaining unit employees covered by any provisions of this Agreement.

20.6 Terms and conditions of employment for employees of FLC's used pursuant to this Article shall be established under an Addendum to this Agreement, and all

contract wages, benefits, and provisions not expressly altered or denied with respect to said employees by the Addendum shall apply to said employees.

20.7 The Company shall provide the Union prior written notice of its intention to use the services of any subcontractor or FLC. Such written notice will be given as early as possible but in no event less than 48 hours prior to calling any subcontractor or FLC to perform work under this Agreement. The written notice will be by fax.

20.8 The Company agrees that it will not subcontract or use farm labor contractors for work on the premises during the term of this Agreement, except in conformance with this Article.

ARTICLE 21: HEALTH AND SAFETY

21.1 The Company will comply with all applicable laws relating to the health and safety of farm employees and will not use any banned chemicals. The Union shall have the right to inspect during normal business hours pesticide use reports filed on a monthly basis with the County.

21.2 No employee shall be required to work in any work situation or location which would immediately endanger his or her health or safety. Adequate first aid supplies, as required by Cal-OSHA, shall be provided and kept in clean and sanitary dust-proof containers.

21.3 In accordance with law, there shall be adequate toilet facilities, separate for men and women, readily accessible to employees, that will be maintained by the Company in a clean and sanitary manner.

21.4 Tools and equipment and protective garments necessary to perform the work and/or to safeguard the health of and/or to prevent injury shall be provided, maintained and paid for by the Company. Employees shall be responsible for returning all such tools, equipment

and/or garments that were checked out to them, but shall not be responsible for accidental breakage or normal wear and tear. Employees shall be charged actual cost of tools, equipment and/or garments that are accidentally broken or not returned.

21.5 Employees will be provided with suitable, cool, potable drinking water. Water shall be provided in cool containers. Individual drinking cups shall be provided. Ice shall be provided during the summer or as needed.

ARTICLE 22: BULLETIN BOARDS

The Company will provide bulletin boards placed at such central locations as are currently used upon which the Union may post notices of Union business. Notices will be posted no longer than two weeks and will not cover current postings.

ARTICLE 23: LEAVES OF ABSENCE

A leave of absence without pay shall be granted to employees for any of the following reasons and subject to being confirmed by the Company:

23.1 For jury duty;

23.2 For valid personal reasons, not to exceed thirty (30) days in a calendar year, provided the employee may not be employed at another company when work is available in his/her job classification at the Company.

23.3 For Military Service: Legal requirements as contained in the Selective Service Laws and regulations of the Selective Service Administration.

23.4 For short-term Union business, up to four (4) workdays.

23.5 For long-term Union business, up to three (3) months.

23.6 For non-work related medical reasons up to three (3) months; for work-related medical reasons up to one year.

23.7 Family/Medical Leaves

Both state law, by way of the California Family Rights Act (CFRA), and federal law, by way of the Family and Medical Leave Act (FMLA), provide that employees have certain rights to leave for family and medical issues. If the two acts are inconsistent, the Company will abide the provision of the Act that provides employees with the greater rights. Employees are encouraged to contact the office if they have any questions about their rights or duties under this leave policy. Eligible employees may take up to 12 workweeks of leave in a 12-month period and the leave may be taken intermittently.

a. Employee Eligibility: To be eligible for leave, an employee must have completed at least 12 months of service and have worked at least 1,250 hours during the 12-month period preceding the date the leave begins. Exempt employees are considered to have worked the qualifying hours. Subject to the conditions of this policy, which will always conform with applicable law, eligible employees may request up to 12 weeks family and medical leave during a 12-month period. The 12-week leave limitation will be measured from the date the employee's first leave begins, so that an employee will have the right to 12 weeks of leave within the 12-months following the beginning of their leave.

b. Permissible Purposes of Family and Medical Leave: An eligible employee may request a family and medical leave for any of the following reasons:

(1) To care for the employee's newborn child or to care for a child placed with the employee for adoption or foster care. If both parents are employed by the Company, they will only be entitled to a combined total of 12 weeks leave for this purpose;

(2) To care for an employee's parent, child or spouse who has a serious health condition;

(3) Due to the employee's own serious health condition that prevents the employee from performing one or more of the essential functions of his or her position. An "employee's own serious health condition" does not incorporate a disability leave on account of pregnancy, childbirth, or related medical conditions; an employee with these medical problems is entitled to leave under California's pregnancy disability leave provisions.

To the maximum extent permitted by law, any leave of absence that is granted to an employee under this policy, or any purpose covered by applicable federal or state law, shall be credited against the 12-week limit defined herein. For example, an employee on leave because of a work-related injury may also concurrently be on a federal and state authorized medical leave. Employees should talk to the office if they have any questions about their right to a leave of absence under this policy.

c. Definitions under FMLA and CFRA: Employee's own serious health condition: This type of illness or disability can be of any nature, including one resulting from an on-the-job illness or injury, where the employee is unable to work and must meet the definition of a "serious health condition" as defined under the FMLA and CFRA.

Child: Includes a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in place of a parent who is either under age 18, or is 18 years of age or older and incapable of self-care because of mental or physical disability.

Parent: Includes biological, foster, or adoptive parent, a stepparent, a legal guardian, or other person who stood in as a parent to the employee when the employee was a child.

Serious Health Condition: Includes an illness, injury, impairment, or physical or mental condition that involves in-patient care in a hospital, hospice, or residential

health care facility or continuing treatment or continuing supervision by a health care provider. Also included is a chronic or long-term health condition that is incurable or so serious that, if not treated, will result in a period of incapacity of more than three (3) days or warrants the participation of a family member to provide care during a period of treatment or supervision.

d. Employee's Request for Leave: An employee must notify the Company in writing of the need for a leave, the date it will commence, and the anticipated duration of the leave. As soon as an employee becomes aware of a need for such leave, the employee will ask the office for a "Request for Family/Medical Leave" form. The employee should return the completed form to the office as soon as possible. Upon submission of the completed "Request for Family Medical Leave" form, the employee will be given a copy of the Company's current family/medical leave policy.

If a situation related to a request for medical leave of absence is foreseeable, then the employee must submit a completed "Request for Family/Medical Leave" form. The employee should return the completed form to the office as soon as possible. Upon submission of the completed "Request for Family/Medical Leave" form, the employee will be given a copy of the Company's current family/medical leave policy.

If a request is due to a serious health condition of a child, spouse, or parent, the employee must provide a physician's statement certifying the serious health condition that warrants the employee's participation to provide care during the period of treatment, the start date, and the estimated amount of time off the employee needs to provide care.

If the requested leave is for the employee, then the request must be accompanied by a physician's statement certifying the related serious health condition, the start date of the disability, an estimated date of return to work and a statement that, due to the serious

health condition, the employee is unable to perform the functions of his or her position. If a return to work date extension is required, then it is the employee's responsibility to obtain a revision, in writing, from the employee's physician stating the new date to return to work. The employee needs to make sure that this revision gets to the office.

e. Intermittent and Reduced Leave Periods: There are circumstances when an employee may be allowed to take intermittent leave. If an employee believes this type of leave will be necessary, he/she should contact the office to discuss the circumstances of this need and the type of documentation that will be required for this leave. An employee who needs to use intermittent leave may be transferred temporarily to a position for which he or she is qualified, which has equivalent pay and benefits but which may better accommodate intermittent leave. Employees are expected to make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt Company operations.

f. Certification by Health Care Provider: If an employee requests a leave due to a serious health condition of the employee or a family member, the employee must support the request with a certification issued by the health care provider of the individual with the serious health condition. The certification should include the following information:

(1) the date, if known, on which the serious health condition commenced;

(2) the probable duration of the condition;

(3) whether the employee will be able to work at all or will take leave intermittently or work on a reduced time schedule; and

(4) a statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the individual requiring care.

If an employee requests intermittent leave for planned medical treatment, the certification should specify the dates on which such treatment is expected to be given and the duration of such treatment. If the time estimated by the health care provider expires and the employee desires to have additional leave, the employee is responsible for submitting a recertification issued by the health care provider of the individual with the serious health care condition. If an employee fails to provide the recertification, the employee's leave may be terminated. Extensions will not be granted which cause the total leave period to exceed the 12-week limitation period identified above.

g. Company's Response to Request for Leave: The Company will respond to a family or medical leave request within five (5) days of receipt of an employee's "Leave of Absence Notice" or, in emergencies, within two (2) days of an employee's oral request for a qualifying leave. The Company's response will notify the employee in writing that the leave will be counted against either or both the federal FMLA and the CFRA. The response will also explain the employee's obligations and the consequences of failing to meet those obligations.

If the employee will be required to pay insurance premiums during the leave period, confirmation of these arrangements will be made in the Company's written response.

h. Benefits During Leave: An employee eligible for a medical leave of absence under either the federal or state acts will be eligible to accrue the same benefits as any

other employee on a regular company provided leave of absence; if employees on a company-provided leave do not earn vacations or holidays, neither will the employee who is on a family/medical leave.

An employee who requests a leave of absence must use accrued vacation during the period of the leave. Any portion of a leave that occurs after all vacation benefits have been exhausted shall be without pay. The receipt of vacation, or State Disability benefits during the family/medical leave will not extend the length of this leave. For purposes of this policy's 12-week limitation, any paid and unpaid portions of the leave of absence shall be added together whether or not they are taken consecutively.

Health insurance benefits ordinarily provided by the employer and/or for which the employee is otherwise eligible, will be continued during the period of the leave if the employee elects to continue paying the same amount of the premiums as the employee paid prior to taking family or medical leave. The cost of the coverage normally borne by the employee will remain the sole responsibility of the employee. The employee must pay his or her share of the premiums for employee and dependent coverage by making timely payments to the Company at the same time as such payments would be made if they were paid via payroll deductions. The employee must arrange with the office to pay the costs of such coverage.

i. Employee Status: Employees will retain their employee status during the period of a family/medical leave. Moreover, their absence shall not be considered a break in service for purposes of determining their longevity or seniority. Once an employee returns from a leave, the employee will be credited with all service credit that might have been accrued before the leave of absence commenced.

Employees on a family/medical leave because of a work-related injury, who are released to a light duty assignment, will be assigned to an available light duty assignment for up to 12 weeks. If no light duty assignment is available that fits the parameters required by the employee, the employee will remain on family/medical leave for the remainder of their available 12-week leave.

j. Reemployment Privileges: While key employees, who are by definition highly compensated, may not be returned to their former or an equivalent position, if to do so would cause economic harm to the Company, an employee returning from a leave under either the federal FMLA or the CFRA is guaranteed reinstatement to the same position, or under certain circumstances to a comparable position, upon his/her timely return. Except where the law authorizes a different result, an employee who complies with the provisions of this policy will be guaranteed reemployment upon expiration of an approved leave, provided that the total period of the leave does not exceed 12 weeks. The employee will be reemployed in the same or an equivalent position as that which he or she occupied when the leave commenced unless the position, and any comparable positions, have been eliminated because of legitimate business reasons unrelated to the employee's family/medical leave. An employee who takes a leave because of his or her own serious health condition must provide a medical certification verifying that he or she is able to return to work in the same manner as employees who return from other types of medical leave.

If an employee's medical certification verifying that they are able to return to work has limitations, the Company will evaluate those limitations and will accommodate the employee as required by law. If an accommodation is not possible, the employee will be placed on a priority rehire list for a period not to exceed one month and, if no alternative position

becomes available prior to the conclusion of that period, the employee will be medically separated from the Company. If an employee is not released to return to work, the employee will be placed on a priority rehire list for a period not to exceed one month and, if the employee is still unable to return to work, the employee will be medically separated from the Company.

If an employee fails to return for work immediately after the period of the approved leave expires, the employee will be considered to have voluntarily resigned their employment.

Employment during leave. An employee on family/medical leave may not accept employment with any other employer and, if an employee does accept other employment, they will be deemed to have resigned from employment with the Company.

k. Pregnancy-Related Disability Leave

Pregnancy will be treated like any other disability, and an employee on leave will be eligible for temporary disability benefits in the same amount and degree as any other employee on leave. Female employees should advise the personnel department as soon as possible of any possible need to either take a leave or change their work assignment due to a pregnancy-related disability.

If requested by the employee and recommended by the employee's physician, the employee's work assignment may be changed as required or the employee will be placed on leave. Temporary transfers due to health considerations will be granted where possible. However, the employee will receive the pay that accompanies the job, as is the case with any other temporary transfer due to temporary health reasons.

Requests for transfers of job duties will be accommodated only if the job and security rights of others are not breached. An employee will be allowed to utilize accrued vacation pay during a pregnancy disability leave.

Employees are legally entitled to a four-month pregnancy disability leave, but the duration of the leave will be determined by the advice of the employee's physician. An employee may return from a pregnancy disability leave when they provide a doctor's release to return to work.

An employee returning from a pregnancy disability leave of four months or less will be offered the same position held at the time of leaving, unless the job no longer exists, or the job has been filled in order to avoid undermining the Company's ability to operate safely and efficiently or the employee does not have the requisite skill or experience to perform the job. If the employee's former position is not available, a substantially similar position will be offered unless there is no substantially similar position available, or the employee filling the available position would substantially undermine the Company's ability to operate safely and efficiently or the employee does not have the requisite skill or experience to perform the job.

If it is necessary for an employee to take a pregnancy leave of absence for any period longer than four months, the employee must apply in writing for such an extension. The Company's discretionary response will be provided within 10 days of receipt of the written request.

23.8. All leaves of absence shall be in writing on approved leave of absence forms provided by the Company, except in cases of emergency. Such forms shall be signed by the Company representative and the employee requesting the leave. Upon request, the Union steward or other Union representative will be sent a copy of such request for leave of absence.

Leaves of absence may be extended by the Company for valid personal reasons, if a request for such an extension is made by the employee in writing to the Company, prior to the termination of the original leave, provided however, that a request for an extension may be submitted simultaneously with a request for a leave of absence for valid personal reasons if the employee has special circumstances which require additional time.

23.9 Leave of absence schedules under this section where more employees have applied for a leave of absence at the same time than can be spared by the Company, shall be allocated on the basis of the needs of the Company, with employees who have not taken a leave of absence getting preference.

23.10 Failure to report to work at the end of an approved leave of absence or accepting employment with another employer during an approved leave of absence shall result in termination.

ARTICLE 24: VACATIONS

24.1 Employees who worked more than one thousand seven hundred and fifty (1,750) hours in a prior calendar year shall be eligible the following year for vacation according to the schedule immediately below. Calendar year in this paragraph means January 1, through December 31. Employees will accrue vacation benefits in accordance with the following schedule:

Years of Service	Vacation
One to seven years	1 week (Regular Rate x Eight Hrs x Five Days)
Eight years and above	2 weeks (Regular Rate x Eight Hrs x Ten Days)

24.2. Employees may waive their vacation periods but shall receive their vacation pay, in addition to their earnings for such period. Vacation checks shall be paid by

separate check with all appropriate deductions withheld and reported in accordance with such authorizations on file with the Company. In the event an employee chooses to waive their vacation period, they will receive their vacation pay in two equal amounts paid on June 30 and November 30 of each year.

24.3 Any employee who resigns or is discharged will be paid any vacation earned but not yet paid.

24.4 Vacation schedules shall be arranged by mutual agreement between the Company and the employee.

24.5 In case of death, accrued and unpaid vacation shall be paid to the employee's immediate next of kin.

ARTICLE 25: HOLIDAYS

25.1 Commencing with the effective date of this Agreement, the following shall be recognized as paid holidays for any employee who worked more than one thousand seven hundred and fifty (1,750) hours in a prior calendar year:

Christmas Day

Thanksgiving Day

New Year's Day

25.2 Holiday pay shall be paid at an employee's regular rate of pay and for an eight-hour day.

25.3 To be eligible for holiday pay as provided in paragraph A above, an employee must work at least five (5) days, if work is available, during the seven (7) calendar days preceding the holiday and the workday next following the holiday.

25.4 Work on any of the above named holidays shall be paid at the employee's regular hourly rate of pay in addition to the holiday pay to which the employee is otherwise entitled.

25.5 If any of the above holidays falls on a Sunday, the following Monday shall be recognized as the paid holiday.

ARTICLE 26: SEPARABILITY AND WAIVER OF BARGAINING RIGHTS AND AMENDMENTS TO AGREEMENT

26.1 During the negotiations resulting in this Agreement, the Company and the Union each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter as to which the National Labor Relations Act/Agricultural Labor Relations Act imposes an obligation to bargain. Except as specifically set forth elsewhere in this Agreement, the Company expressly waives its right to require the Union to bargain collectively and the Union expressly waives its right to require the Company to bargain collectively, over all matters as to which the National Labor Relations Act/Agricultural Labor Relations Act imposes an obligation to bargain.

26.2 If any term or provision of this Agreement is, at any time during the life of this Agreement, abrogated or made illegal by any State or Federal law, Governmental regulations, Court decision or Executive Order having the effect of law, only that term or provision shall become invalid and unenforceable, but such invalidity or unenforceability shall not impair or affect any other term or provision of this Agreement.

26.2 Changes in this Agreement, whether by addition, waiver, deletion, amendment, or modification, must be reduced to writing and executed by both the Company and the Union.

ARTICLE 27: MAINTENANCE OF STANDARDS

The Company agrees that all conditions of employment relating to wages, hours of work and general working conditions shall be maintained at no less than the highest standards in effect at the time of the signing of this Agreement, and such conditions of employment shall be further improved in accordance with specific provisions made elsewhere in the Agreement.

ARTICLES 28-30: [RESERVED FOR FUTURE CONTRACTS]

ARTICLE 31: WAGES

The wages and classifications of covered by this Agreement are listed in Schedule "A" which is attached hereto and made a part of this Agreement.

ARTICLE 32: DURATION OF CONTRACT

This Agreement shall remain in full force and effect from June 1, 2003 to October 31, 2004, and shall be considered renewed from year to year thereafter unless either party to this Agreement shall give written notice to the other at least sixty (60) days prior to the expiration date of its desire to modify this Agreement.

Dated: 6-25, 2003.

UNITED FARM WORKERS OF AMERICA, AFL-CIO

By: Arturo Rodriguez

By: Lupe Martinez

By: Jesse Villanueva

By: Marcario Valencia

By: Eleazar Marquez

By: Manuel Botello

By: José Andrade

By: _____

By: _____

Dated: 6-25, 2003.

EXCELSIOR FARMING

By: John Wamerdam

APPENDIX A

	Wages 6/1/03	Wages 4/1/04
General Labor	$6.90	$7.00
Tractor/Irrigation	$7.60	$7.75
Mechanics	$8.30	$8.55
General Shop	$7.15	$7.25

LETTER OF UNDERSTANDING

It is hereby agreed between United Farm Workers of America AFL-CIO, and Excelsior Farming that this Letter of Understanding shall be deemed part of the Collective Bargaining Agreement.

Excelsior Farming may implement a discretionary bonus program to reward one or two crews each day who demonstrate superior performance or productivity. Under this program, each member of the crew selected may receive a bonus of $5 per person for that day. Although the crew selected will be at the discretion of the company the criteria that would be utilized by the company will generally be as follows:

I. Productivity Taking Into Account

a) The quality of the fruit to be picked in the field;

b) Whether the work is color pick versus strip pick;

c) The age of the trees;

d) The variety of the fruit being harvested;

e) The quality of the fruit after it is picked by the employees;

f) Improvement over previous productivity;

g) Adverse weather conditions; and

h) Other criteria as relevant for the circumstances.

II. Alternatively A Crew Could Also Qualify For the Bonus In Recognition Of Valuable Ideas Or Suggestions

The bonus period would commence on May 1 and would run through August 31. Because this is a new program, the company has the right to abandon the program if it is deemed ineffective by the Company. The Company shall notify the crew or crews who are selected for

the bonus by the following workday in which they were selected. For example, if Crew A is selected for a bonus for work performed on Monday, Crew A will be informed no later than the end of work on Tuesday of their selection in the bonus program. The bonus pay shall be paid at the same time as the normal payroll checks are distributed and may be included in the payroll checks or separately issued as a separate check at the discretion of the Company.

Dated: 6-25, 2003.

UNITED FARM WORKERS OF AMERICA, AFL-CIO

By: Arturo Rodriguez

By: Lupe Martinez

By: Larry Williams

By: Marcos Camacho

By: Eleazar Mosqueda

By: Manuel Botello

By: Jose Andrade

By: _____

By: _____

Dated: 6-25, 2003.

EXCELSIOR FARMING

By: John Wamer

LETTER OF UNDERSTANDING

IT IS HEREBY AGREED between United Farm Workers of America, AFL-CIO, and Excelsior Farming that this Letter of Understanding shall be deemed part of the collective bargaining agreement. The parties agree that Paragraph 12.2 is amended to read as follows:

> 12.2 A work week means any seven (7) consecutive days starting with the same calendar day each week and for the purpose of this contract shall be Sunday through Saturday.

THE PARTIES AGREE that this change in the language of 12.2 will not change the way the company has scheduled work on Sunday in the past. In the past work has been scheduled for Sunday only when the condition of the fruit required work be performed on Sunday.

THE PARTIES FURTHER AGREE that the following shall be added to Paragraph 12.6:

> The first morning rest break shall take place two and one-half (2 ½) hours after the commencement of work. The lunch break shall commence five (5) hours from the start of work and shall last for thirty (30) minutes. The second break in the afternoon shall commence two and one-half (2 ½) hours after the end of the lunch break. For example, if the workday starts at 6:00 a.m., the morning break will take place at 8:30 a.m., the lunch break will be between 11:00 and 11:30 a.m. and the afternoon break will commence at 2:00 p.m. If the start of work is at 6:30 a.m. then the morning break will be at 9:00 a.m., lunch will be between 11:30 a.m., and 12:00 noon and the afternoon break will take place at 2:30 p.m.

Dated: August 26, 2003.

UNITED FARM WORKERS OF AMERICA, AFL-CIO

By: Gustavo Ogarrio
Its: Regional Director

Dated: August 26, 2003.

EXCELSIOR FARMING

By: Glen Wanderlan
Its: General Manager