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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

UNITED FARM WORKERS OF AMERICA, AFL-CIO

AND

NISHIKAWA FARMS, INC.

June 1978 (981

NISHIKAWA FARMS

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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

UNITED FARM WORKERS OF AMERICA, AFL-CIO

AND

NISHIKAWA FARMS, INC.

PARTIES

This Collective Bargaining Agreement and certain specified supplemental agreements are between the parties whose names appear on the signature page hereof under the designation of "Company" (Company herein) and the United Farm Workers of America, AFL-CIO (Union herein), and said Collective Bargaining Agreement and certain specified supplemental agreements shall operate for the purposes of establishing uniform wages, hours and working conditions as hereinafter defined. The parties agree as follows:

RECOGNITION

SECTION A.

The Company does hereby recognize the Union as the sole exclusive bargaining agent representing all of the Company's agricultural employees (hereinafter called "workers") in the unit set forth in Agricultural Labor Relations Board Certification case number 75-RC-9-S. In the event the Agricultural Labor Relations Board certifies other employees not here included within the certified unit, such additional employees shall be included under the terms of this Agreement. The term "worker" shall not include 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 the use of independent judgment.

SECTION B.

The Company agrees that no business device including joint ventures, partnerships or any other forms of agricultural business operations shall be used by the Company for the purpose of circumventing the obligations of this Collective Bargaining Agreement. SECTION C.

The Company further recognizes the rights and obligations of the Union to negotiate wages, hours and conditions of employment and to administer this Agreement on behalf of covered workers.



SECTION D.

Neither the Company nor its representatives will take any action to disparage, denigrate or subvert the Union. Neither the Union nor its representatives will take any action to disparage, denigrate or subvert the Company.

SECTION E.

Neither the Company nor its representatives will interfere with the right of any worker to join or assist the Union. The Company will make known to all workers that they will secure no advantage, nor more favorable consideration nor any form of special privilege because of non-participation in Union activities.

SECTION F.

The Company will make known to all workers, supervisors, and officers, its policies and commitments as set forth above with respect to recognition of the Union and the Union and the Company will encourage workers in the bargaining unit to give utmost consideration to utilizing this Collective Bargaining Agreement to resolve disputes which fall within the scope of contract administration.

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ARTICLE 2

UNION SECURITY

SECTION A.

Union membership shall be a condition of employment. Each worker shall be required to become a member of Union immediately following five (5) continual days after the beginning of employment, or five (5) days from the date of the signing of this Agreement, whichever is later; and to remain a member of Union in good standing. Union shall be the sole judge of the good standing of its members. Any worker who fails to become a member of Union within the time limit set forth herein or who fails to pay the required initiation fee, periodic dues or regularly authorized assessments as prescribed by Union, or who has been determined to be in bad standing by Union pursuant to the provisions of the Union constitution shall be immediately discharged or suspended upon written notice from Union to Company, and shall not be reemployed until written notice from Union to Company of the worker's good standing status.

SECTION B.

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

SECTION C.

Company agrees to deduct from each worker's pay initiation fees, all periodic dues, and assessments as required by Union,

upon presentation by the Union of individual authorization signed by workers, directing Company to make such deductions. Company shall make such deductions from worker's pay for the payroll period in which it is submitted, providing that it is submitted in advance of the close of the pay period, and periodically thereafter as specified on authorization so long as such authorization is in effect and shall remit monies weekly. The Company shall provide a monthly summary report as soon as possible, but not later that the twentieth (20th) day of the month following the ending date of the previous months pay period containing the names of the workers, social security numbers, payroll periods covered, gross wages, total hours worked per worker, total number of workers and amount of Union dues deducted during such pay periods from each worker. Union will furnish the forms to be used for authorization and will notify the Company in writing of dues, assessments and initiation fees within seven (7) days of the execution of this Agreement and seven (7) days before the effective date of any change.

SECTION D.

The Union will furnish the Company with membership and checkoff cards. If the Company procures workers from "any other source" as provided in Section E of ARTICLE 3, the Company will explain the membership and checkoff arrangements between the Company and the Union at the time of hiring new workers. The Company will be responsible to make available to such workers membership and checkoff cards upon day of hire. Not later than immediately

following five (5) days of the beginning of employment, workers shall sign such cards. The Company will immediately give a copy of the checkoff card to the worker, retain a copy for its use pursuant to Section C above, and promptly turn over per arrangement the other copy along with the membership application to the Union area office.

SECTION E.

If the Company has now, or obtains during the life of this Agreement, the equipment, or service, to produce punch cards or magnetic tapes, it will provide the Union with duplicates of such punch cards or magnetic tape at the end of each pay period. If and when such tapes are available, the payment for the cost of such tapes will be negotiated between the Company and the Union. SECTION F.

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

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ARTICLE 3

HIRING

SECTION A.

The Union shall operate and maintain a facility or shall designate a person or person through which the Company shall secure new or additional workers. The Union will notify the Company of the address and telephone number of such facility or persons.

SECTION B.

Company recalls of seniority workers shall be pursuant to

Section E and F of ARTICLE 4. Workers returning to work on recall

shall check in with the Union steward or other Union representative

on the job site to verify the worker's name is on the seniority

list before commencing to work.

SECTION C.

Whenever, at the beginning of any operating season as defined in Section B, ARTICLE 4, Seniority, in any area of operation of the Company, the Company anticipates the need for new or additional workers to perform any work covered by this Agreement, the Company shall, approximately two (2) weeks prior to the date of anticipated need for such workers, notify the Union in writing, stating the number of workers needed, the type of work to be performed, the estimated starting date of the work and the approximate duration thereof. The Company shall notify the Union in writing of the exact starting date no later than seventy-two (72) hours prior to the actual date for commencement of the work. The Union will notify the Company no later than twenty-four (24) hours prior to the actual date for commencement of the work whether or not the



Union will be able to provide the anticipated need of workers as indicated by the Company.

SECTION D.

In the event, during the operating seasons in any area of the Company operations, new additional workers are needed to perform work covered by this Agreement, the Company shall notify the Union in writing of the number of workers needed, the type of work to be performed, the date the workers are needed, and the approximate duration thereof. The Union shall be given seventy-two (72) hours notice prior to the date the workers are to report to work. The Union will notify the Company no later than twenty-four (24) hours prior to the actual date for commencement of the work whether or not the Union will be able to provide the anticipated need of workers as indicated by the Company.

SECTION E.

Upon receipt of said latter notice, Union shall use its best efforts to furnish the requested number of workers. If the Union does not furnish the requested number of workers on the date of the beginning of the work, the Company shall be free to procure needed workers not furnished by Union from any other source. If Company procures workers from any source, it will make available to Union, in writing within five (5) days thereafter, the names, social security numbers, date hired, job classifications, and addresses of all workers so hired, provided however that Union shall be entitled, acting on its own, to ascertain such information from such workers at any time after twenty-four (24) hours

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following the hiring of such workers, provided such gathering of names and information does not interfere with work. Such workers shall be subject to the provisions of ARTICLE 2 of this Agreement. SECTION F.

For jobs which require skills or experience, such as tractor drivers, irrigators, the Union will refer workers who meet the job requirements. The Company agrees that expected vacancies requiring skills will be filled in compliance with Sections C and G of ARTICLE 4. Before the Company makes a determination that a referred worker does not meet the job requirement, the supervisor will fully explain the job duties and requirements and give the worker a reasonable time to meet the job requirement. If the Company determines that a worker does not meet the job requirement, the supervisor will give in writing to the steward with the worker present the reason that he or she failed to meet the job requirement before the worker leaves the work area. Such determination by the Company shall not be made arbitrarily.

The number of workers requested by Company shall be reasonably related to the amount of work to be performed.

SECTION H.

It is essential that the Union has advance notice of any layoff, so that it may plan utmost utilization of available workers.

Accordingly, the Company will notify the Union seven (7) days in
advance, or as soon as possible in advance, of the anticipated end
of: (1) tomato harvesting; (2) weeding and thinning, prior to
any layoff.



SECTION I.

Before providing any worker to the Company, the Union shall require that each such worker display to Union a valid Social Security card or a current application for a Social Security card.



SENIORITY

SECTION A.

After a worker has worked for the Company for at least fourteen (14) workdays within the preceding ninety (90) calendar days, he shall acquire seniority on the fourteenth (14th) day of work retroactive to his date of hire. Whenever a commodity or crop season is less than twenty-eight (28) calendar days, a worker shall acquire seniority provided he works one-half (1/2) the number of workdays in the season. It is understood that the days prior to acquiring seniority do not establish nor shall be a probationary period. There shall not be layoffs for the purpose of circumventing acquisition of seniority.

SECTION B.

The Company and Union agree that there are basically two (2) seasons each year as follows: (1) tomato harvesting; (2) weeding and thinning. There are workers who do not work in all of the above named seasons during the same year. The Union and the Company agree that such worker shall maintain seniority for the operation he works in and those workers who work during one operation and who do not respond to recall for another operation shall not be removed from the seniority list for the particular operation in which he has seniority. Recalls shall be by job classification. Seniority will be extended from the date of hire or rehire and seniority shall be broken for the following reasons only:



- (1) Voluntary quitting;
- (2) Discharge for just cause;
- (3) When layoff fails to report within three (3) working days after being called unless satisfactory reasons are given to the Company and the Union;
- (4) When the worker fails to report at the termination of a leave of absence or vacation without an approved extension or accepts employment with another Company as per Section C, ARTICLE 9, Leave of Absence, of this Agreement;
- (5) When any worker leaves the bargaining unit to accept a supervisory or other position with the Company outside the bargaining unit.

The Company will provide, once every two (2) weeks, a list of workers by name, Social Security number, seniority date, and job classification that broke seniority during the prior week pursuant to this Section.

SECTION C.

The filling of vacancies, new jobs, making promotions, demotions, transfers, layoffs, recall from layoff or reclassification, shall be on the basis of seniority. Company agrees to provide on-the-job training as it has in the past for workers in the bargaining unit to fill expected vacancies in such jobs so workers will have the opportunity to learn the necessary skills. Trainees are to be selected on the basis of seniority with prior notice to the Union before such selection.

SECTION D.

Whenever there is a layoff in the work force, layoffs shall be by seniority order, with the workers with the lowest seniority

laid off first.

SECTION E.

Whenever the Company recalls seniority workers, the Company shall recall by seniority order, with the worker with the highest seniority recalled first.

SECTION F.

Workers reduced or laid off from any classification upon restoration of work force or recall shall return in seniority order to the classification from which they were reduced or laid off.

SECTION G.

Whenever a permanent vacancy occurs in a job classification with a higher rate than general labor, such vacancy shall be posted on the Company's bulletin boards. A copy of such posting shall be provided the Ranch Committee. The posting shall be made at least seven (7) days before the vacancy is permanently filled. Workers with seniority desiring consideration for the higher rated job will so indicate by signing the posting. The senior worker shall be selected for the vacancy and he or she shall be given a fair opportunity to qualify. If such worker cannot perform the job, he or she shall return to his or her former classification and rate and the Company will then select the next senior worker who had signed the posting and he or she shall be given a fair opportunity to qualify. The selection procedure will be repeated until the seniority list has been exhausted with reference to all workers who have signed the posting. The Company will fill

temporary vacancies such as exist during the posting period or those created by a worker's short-term illness, injury or other temporary absence without being subject to the above posting procedure with senior workers.

SECTION H.

The Company, when anticipating the recall of seniority workers at the commencement of any season as defined in Section B, ARTICLE 4, Seniority, shall notify the worker and the Union in writing, not less than two (2) weeks prior to the estimated starting date of work and the approximate duration thereof, and such notice shall include worker's name, Social Security number, seniority date, job or classification. The Company shall then notify the worker when to report for work, allowing reasonable time to report. There shall be no recall by labor contractors. understood that the provisions of ARTICLE 3, Hiring, Section B, apply to the recalled worker. All notices of recall shall be in writing as per attached form in Appendix B of this Agreement. All notices may be mailed in postcard form with copies provided to Union. When recall letters sent to workers are returned to Company with postal service notification of non-delivery, the Union shall be notified of worker's name and the address from which the letter was returned. The Company shall make available to Union any returned letter and envelope or postcard upon request.

SECTION I.

The Company will notify Union in writing of layoffs at the end

of any season named in Section B, ARTICLE 4, Seniority, not less than seven (7) days prior to layoff, or as soon as possible in advance, and will furnish Union with a list of those workers prior to layoff.

SECTION J.

Beginning with the signing of this Agreement and two (2) weeks prior to the start of the tomato harvesting operation and two (2) weeks prior to the weeding and thinning operation, whichever comes first, the Company shall provide the Union with an up-to-date seniority list showing the names of each worker, his or her seniority date, Social Security number and job classification. The Company shall post such seniority list on the Company's bulletin board as The seniority lists shall be posted by the Company at the signing of this Agreement and, thereafter, at the start of the tomato harvesting operation and the weeding and thinning operation, whichever comes first for a period of two (2) weeks. If a question arises concerning the accuracy of the lists, the Union and Company have up to two (2) weeks after the posting is completed to resolve the dispute. If the dispute remains after two (2) weeks, any unresolved matters relating to the seniority lists shall be submitted to expedited conciliation.

SECTION K.

It is understood that Company and Union may agree in writing to make deviations from those seniority provisions regarding application of seniority. The Union and the Company may agree to review and revise a seniority provision, only, one year after the date of signing the Agreement, if either party so requests.

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GRIEVANCE AND CONCILIATION PROCEDURE

SECTION A.

The parties to this Agreement agree that all disputes which arise between the Company and the Union of the interpretation or application of this Agreement shall be subject to the Grievance and Conciliation Procedure. The parties further agree that the Grievance and Conciliation Procedure of this Agreement 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 and Conciliation procedure has been exhausted. Any claim that on-the-job conduct by any non-bargaining unit employee is disrupting harmonious working relations may be taken up as a grievance, provided that such grievance be specified in detail. In no event shall the Company be required to discharge any non-bargaining unit worker as a result of the conciliation process.

SECTION B.

All grievances shall be processed during regular working hours or at times mutually agreed upon between the parties. The grievant(s), the steward's (of which there shall be no more than two (2), and Grievance Committee's (of which there shall be no more than five (5) members) function shall be performed without any loss of pay.

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SECTION C.

Aggrieved workers shall have the right, without any loss of pay, to be present at each step of the procedure. The Company agrees to cooperate to make Union steward(s) available to the workers wishing to submit a grievance and to make the Grievance Committee of the Union available to perform their functions under this Agreement.

SECTION D.

At the request of the Union, the Company shall have the supervisor involved present at each step of the grievance procedure. SECTION E.

Grievances dropped by either party prior to a conciliation hearing shall be considered withdrawn without prejudice to either party's position on a similar matter in the future.

SECTION F. FIRST STEP:

A grievance arising under this Agreement shall be immediately taken up between the Company supervisor involved and the Union steward. They shall use their best efforts to resolve the grievance. In the event the grievance is not immediatley satisfactorily resolved, the grieving party shall reduce the grievance to writing and set forth the nature of the grievance. The Company supervisor shall, within forty-eight (48) hours, present to the Union steward his or her written response to the greivance, regarding the Company's position including reasons for denial. A grievance regarding a discharge of an employee must be filed in writing within five (5) days of the discharge. All other grievance must be filed in

writing within thirty days of the occurrence of the grievance or thirty days of the discover thereof.

SECTION G. SECOND STEP:

Any grievance not resolved in the First Step shall be discussed in ameeting between the Grievance Committee and the Company representative delegated to resolve such matters not later than ten (10 calendar days of the filing of the grievance. If the grievance is not satisfactorily resolved in such meeting, the party receiving the grievance shall immediately give a written response to the other party regarding its position including reasons for denial. The failure of the grieving party to appeal to the second step within thirty (30) calendar days shall waive the grievance. A Union representative may fully participate in the grievance meeting. SECTION H. THIRD STEP:

If the parties cannot resolve the dispute in Step One or Two above, the grievance shall, within thirty (30) days be referred to the California State Conciliation Service. The parties shall request a mutually agreed upon conciliator from the California State Conciliation Service. If the parties fail to mutually agree on a conciliator, or the conciliator requested feels he or she is not qualified to render a recommendation on the issue in question, whichever the case may be, the parties shall meet immediately to decide on which conciliator to request by alternately striking one (1) name from the appropriate list of conciliators until one (1) name is remaining. The final name remaining will be the conciliator the parties shall request to hear the dispute and make recommendations

as to the resolution of the dispute. The grieving party shall strike the first name.

The appropriate list of conciliators shall be the Sacramento Regional List, unless such is not available, in which case the appropriate list shall be the San Francisco Regional List. Upon failure of the requested conciliator to act for any reason whatsoever, the Company and the Union shall immediately select another conciliator by repeating the above process.

SECTION I.

The conciliator shall consider and decide the grievance(s) referred to him or her and in cases where more than one grievance is referred to Conciliation, they will be heard at the same hearing. The conciliator shall not have the authority or jurisdiction to modify, detract from or alter any provisions of this Agreement. The conciliator shall have the authority to revoke or modiy any form of dicipline and in all cases recommend awarding back pay if he or she so determines for any loss of earnings from the Company. The conciliator must render a recommendation in writing to the parties within fifteen (15) days from the date of the closing of the hearing. The conciliator shall have access to the Company's property if necessary.

SECTION J.

The grieving party may invoke an expedited procedure to have unresolved grievances immediately heard before conciliator, but in any event not later than two (2) calendar days after the day on which the grieving party notified the other party that the grievance must be expedited. The duties and authority of the conciliator

shall be the same as under Section I, above. The conciliator shall issue a bench recommendation and will issue a written recommendation within twenty-four hours of the close of the expedited hearing. The conciliator shall have access to the Company's property if necessary.

SECTION K.

Should either party refuse to participate in any steps of the grievance machinery, the grieving party shall have the right to refer the matter to the conciliator immediately for his or her consideration in a formal hearing. Such hearing may be ex parte, i.e., with only one side present, provided that the conciliator may temporarily delay an ex parte hearing to permit immediate bona fide efforts to settle an issue without a hearing.

SECTION L.

The recommendation of the conciliator shall be the exclusive means for handling and resolving disputes between the Company, the Union, and the workers.

SECTION M.

Recommendations of the conciliator shall be in writing, signed and delivered to the respective parties. All expenses and salaries of the conciliator shall be borne equally by the parties. Each party shall pay the cost of presenting its own case.

SECTION N.

The parties agree that they will abide by the recommendations of the conciliator rendered pursuant to this Agreement between the parties. Such recommendations shall be final and binding on the

parties and on the grievant as to the adjudication of the grievance.
SECTION O.

Nothing in this ARTICLE shall be deemed to preclude the Trustee/Directors of the Robert F. Kennedy Farm Workers Medical Plan, the Juan de la Cruz Farm Workers Pension Fund, or the Martin Luther King Farm Workers Fund, from enforcing contributions due these funds under this Agreement by means of litigation.

NO STRIKE CLAUSE

SECTION A.

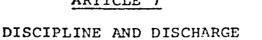
There shall be no strikes, slowdowns, work stoppage, boycotts or interruptions of work by the Union nor shall there be any lockout by the Company. July this experient SECTION B.

In the event of a breach of this Agreement, the officers and representatives of Union and/or Company as the case may be, shall do everything within their power to end or avert such activity.

SECTION C.

Workers covered by this Agreement shall not engage in any stike, slowdown, work stoppage, boycott, or other interruption of work.





SECTION A.

Company shall have the sole right to discipline and discharge workers for just cause, providing that in the exercise of this right, it will not act in violation of the Agreement. No worker shall be disciplined or discharged except for just cause.

SECTION B.

Prior to any discharge or suspension, the Company shall notify the steward or other Union official and such Union representative shall have the right to be present when formal charges are made, if they so desire. Provided, however, if a situation occurs in a remote area, wherein the Company deems it necessary to take action and no steward or Union representative is available, the Company may take action and must give written notice within the time limit in Paragraph C below.

SECTION C.

The steward or other Union representative shall have the right to interview workers in private so long as such interview does not unnecessarily interfere with work requirements.

Within forty-eight (48) hours after any discharge for just cause, the Union representative will be notified in writing the reasons for such discharge.

SECTION D.

Individual performance in relation to piece rate, or incentive

plan, shall not be conclusive evidence for the purpose of disciplining or discharging a worker. This provision shall not, however, constitute any limitation on any of the Company's rights to discharge or discipline for unsatisfactory work performance. In the event the Company adopts piece rates, this ARTICLE shall apply. Discharge and other disciplinary actions are subject to the grievance and arbitration provisions of this Agreement.



RIGHT OF ACCESS TO COMPANY PROPERTY

SECTION A.

Duly authorized and designated representatives of the Union shall have right of access to Company premises in connection with conduct of normal Union affairs in administration of this Agreement. In the exercise of the foregoing, there shall be no interference with the conduct of Company business.

SECTION B.

The Union shall advise the Company of the names of its duly authorized and designated representatives in writing. Such notice shall be effective upon receipt by the Company.

SECTION C.

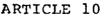
Before a Union representative contacts any of the workers during working hours pursuant to Section A of this ARTICLE, such representative shall notify the Company of his or her presence on the premises and of the duration and number of proposed contacts.

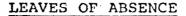
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NEW OR CHANGED OPERATIONS

SECTION A.

In the event a new or changed operation or new or changed classification is installed by the Company, the Company shall set the wage rate in relation to the classification and rates of pay in Appendix "A" and shall notify the Union before such rate is put into effect. Whether or not the Union has agreed to the proposed rate, the Company may put the rate into effect after such notice. In the event such rate cannot be agreed upon mutually between the Union and the Company, the same shall be submitted to the grievance procedure including conciliation for determination beginning at the second step. Any rate agreed upon or as determined by the conciliator shall be effective from the installation of such new or changed operaton.





LEAVES OF ABSENCE FOR UNION BUSINESS SECTION A.

Any worker elected or appointed to any office or position in the Union shall be granted a leave of absence for a period of continuous service with the Union upon written request from the Union. Ten (10) days notice must be given the Company before the worker takes leave to accept such office or position or chooses to return to work. Such leave of absence shall be without pay and limited to three (3) workers at any one time. Seniority shall not be broken or suspended by reason of such leave.

SECTION B.

A temporary leave of absence without pay not to exceed three

(3) days for Union business shall be granted under the following condtions:

- (1) Written notice shall be given by the Union to the Company at least twenty-four (24) hours prior to commencement of any such leaves;
- (2) Such leave of absence shall only be granted to workers engaged in harvesting and/or hoeing and thinning, and shall not exceed ten percent (10%) of any such crew;
- (3) This section shall not apply to operations during critical periods if it would harm operations;
 - (4) No skilled worker need be granted such leave unless a

skilled replacement deemed adequate by the Company is available to replace such skilled worker if requested by the Company.

OTHER LEAVES

SECTION C.

A leave of absence without pay shall also be granted to workers by the Company upon workers applying to and being confirmed by the Company for any of the following reasons without loss of seniority:

- (1) For jury duty or witness duty when subpoenaed;
- (2) A worker who serves in the U.S. military and notifies the Company and Union in writing prior to leaving for such service, and reports for work within thirty (30) days after being discharged from such service, shall not lose any seniority, job rights, or other benefits. Upon return from such service, such worker shall be granted a job equal to that he or she would have had with Company had he or she remained in Company's continued employ, provided, however, any renewal of enlistment beyond the original one will serve to break seniority unless such action violates the Selective Service Act.
- (3) Up to two (2) years of illness or injury requiring absence from the job. Company may require substantiation by medical certificate or other adequate proof of illness.
- (4) For valid personal reasons, not to exceed thirty (30) days. All leaves in excess of three (3) days shall be in writing on approved leave of absence forms provided by the Company. Such forms shall be signed by the Company representative, the worker

requesting the leave, and by the Union steward or other Union representative to signify receipt of the Union's copy. Leave of absence shall be extended by the Company for a valid personal reason, if a request for such an extension is made by the worker in writing to the Company with a copy to the Union prior to the termination of the original leave, provided however, that a request for an extension may be sumitted simultaneously with the request for a leave of absence for valid reasons if the worker has special circumstances which require additional time.

Leaves of absence schedules, under this section, where more workers 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 seniority with the worker having the highest seniority having first preference for that leave of absence. However, where a worker requests an emergency leave, the Union and the Company may agree to his/her leave in preference to that of a worker or workers with higher seniority.

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 terminate seniority in accordance with ARTICLE 4, Seniority.



MAINTENANCE OF STANDARDS

SECTION A.

The Company agrees that all conditions of employment relating to wages, hours of work, fringe benefits, and general working conditions, except as specifically provided for elsewhere in this Agreement, shall be maintained at no less than the highest standards in effect at the locations covered by the Agreement at the time of signing, and such conditions of employment shall be extended to new locations. Conditions of employment shall further be improved in accordance with the specific provisions for improvement made up elsewhere in the Agreement.

SECTION B.

The Union and the Company agree that during the negotiations which resulted in this Agreement, they have fully negotiated and agreed to the terms of the Company's contributions to the RFK Medical Plan, that said terms of contributions as set forth herein constitute the Company's total obligation in respect to medical and life insurance plans and that, therefore, the obligations of this ARTICLE do not extend to any medical and life insurance plan maintained by the Company prior to this Agreement. The Company agrees to observe all past and established practices with reference to conditions of employment relating to wages, hours of work, fringe benefits, and general working conditions, except as specifically provided for elsewhere in this Agreement, unless or until altered by this Agreement or other mutually agreed upon changes.



SUPERVISOR AND BARGAINING UNIT WORK

Supervisors and other employees not included in the bargaining unit shall not perform any work covered by this Agreement, except for instruction and training and where specifically agreed by Company and Union. This paragraph shall not be used as a basis for the purpose of avoiding the recall of bargaining unit workers from work they would normally perform.

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ARTICLE 13

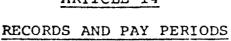
WORKER SECURITY

SECTION A.

Company agrees that any worker may refuse to pass through any picket line of another company and sanctioned by the Union.

SECTION B.

No worker under this Agreement shall be required to perform work that normally would have been done by employees of another Company who are engaged in a strike sanctioned by the Union.





SECTION A.

Company shall keep full and accurate records, including total hours worked, piece rate or incentive rate records, total wages and total deductions. Workers shall be furnished a copy of the itemized deductions, hourly rates, hours worked and total wages each pay day which shall include the worker piece rate production records, if any.

SECTION B.

Union shall have the right at reasonable times upon notice given to Company to examine time sheets, work production or other records that pertain to workers' compensation.

SECTION C.

Company will provide, upon request, description of Company work locations.

HEALTH AND SAFETY

SECTION A.

The Company recognizes that the use of certain chemicals may be injurious to farm workers. The use of such chemicals injurious to farm workers must not be so as to cause injury to employees.

Company agrees to make available to the Union such records as will disclose the following:

- (1) Location of field treated with injurious materials;
- (2) Name of material used by brand name and chemical name and registration number;
 - (3) Date and time material was applied and its formulation;
- (4) Amount of material applied and its formulation and concentration;
 - (5) Method of application;
 - (6) Applicator's name and address, if any.

SECTION B.

The Companywill comply with all applicable laws relating to the health and safety of farm workers and will not use banned chemicals, such as, but not limited to, DDT, DDD, DDE, Aldrin and Dieldrin.

SECTION C.

No worker shall be required to work in any work situation which would immediately endanger his or her health or safety.

SECTION D.

There shall be adequate toilet facilities, separate for men and women in the field readily accessible to workers, that will be

maintained by the Company in a clean and sanitary manner. These may be portable facilities and shall be provided in accordance with existing laws.

SECTION E.

Each place where there is work being performed there shall be provided suitable cool, potable drinking water convenient to workers. Individual paper drinking cups or drinking fountains shall be provided.

SECTION F.

Tools and equipment and protective garments necessary to perform the work and or safeguard the health of or to prevent injury to a worker's person shall be provided, maintained and paid for by the Company at a level no less than that required by law. Workers shall be responsible for returning all such equipment that was checked out to them, but shall not be responsible for breakage or normal wear and tear. Workers shall be charged actual cost for equipment that is not returned. Receipts for returned equipment shall be given to the worker by the Company.

SECTION G.

Adequate first aid supplies shall be provided and kept in clean and sanitary dust-proof containers, readily accessible to workers.

SECTION H.

When a worker who applies agricultural chemicals is on the Company payroll, one baseline cholinesterase test and other additional tests shall be taken on those workers so employed at Company's expense when organo-phosphates are used, and, if requested, results

of said test(s) shall be given to an authorized Union representative. SECTION I.

Any violation of this ARTICLE shall be subject to the expedited grievance and conciliation procedure.



UNION LABEL

The parties recognize that any provision concerning the use of a Union label is currently inapplicable to the business of the Company, and agree to draft appropriate language for this ARTICLE 16 on this matter if it becomes applicable. Unresolved disputes about such language in application of such principles, may be referred to the arbitration procedure of ARTICLE 5.

DISCRIMINATION

In accord with the policies of the Company and the Union, it is agreed that there shall be no discrimination against any worker because of race, age, creed, color, religion, sex, political belief, national origin, or language spoken.

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BULLETIN BOARDS

Company will provide Union bulletin boards placed at such central locations as shall be mutually agreed, upon which Union may post notices. Bulletin boards shall be three (3) feet by four (4) feet.

INCOME TAX WITHHOLDING

The Company shall deduct Federal and State income tax in accordance with standard practices with scheduled deductions for workers agreeing in writing to such withholding.

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ARTICLE 20

CREDIT UNION WITHHOLDING

Upon proper written authorization from a worker to the Company, deductions as provided for in such authorization, shall be made by the Company for the Farm Workers Credit Union, and such money and reports shall be forwarded on a weekly basis to that organization at P.O. Box 62, Keene, California 93531, or such other address as designated by the Administrator of the Fund.

LOCATIONS OF COMPANY OPERATIONS

The Company shall provide the Union with specific locations, acres, and crops of all present agricultural operations (and any acquired during the life of this Agreement) immediately after the execution of this Agreement, for use by the Union representative pursuant to ARTICLE 8, Right of Access.

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ARTICLE 22

SUBCONTRACTING

The parties agree and understand that the hazards of agriculture are such that subcontracting may be necessary and proper. Subcontracting may be necessary in areas such as land leveling, custom land work, precision planting, agricultural chemicals and where specialized equipment not owned by the Company is required. It is also understood and agreed that the Company shall not subcontract to undermine the Union or deny employment to bargaining unit workers.

The parties agree that in the applications of this Agreement the following guidelines may be used:

SECTION A.

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

SECTION B.

Subcontracting is permissible under the terms of this Agreement where the Company does not have the equipment to do the work being subcontracted. When the Company does subcontract pursuant to the terms of this provision, any workers of the subcontractor who actually operate or maintain the equipment or who are traditionally and commonly utilized by such subcontractors for the work in question, shall not be covered by the terms of this Agreement. In any event, tomato harvest machine operators and tomato sorters shall be covered by this Agreement.



SECTION C.

The Company will notify the Union in advance of any sub-contracting.

MODIFICATION

No provision or term of this Agreement may be amended, modified, changed, altered or waived except by written document executed by the parties hereto.

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SAVINGS CLAUSE

In the event any portion of this Agreement shall become ineffective as the result of any applicable local, state or federal law, only that portion of this Agreement so affected shall be ineffective; in no event shall the fact that a portion of this Agreement be not applicable, or illegal, in accordance with such laws, render the remainder of this Agreement ineffective or work a termination.



SUCCESSOR CLAUSE

SECTION A.

This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns. Successors and assigns for the purpose of this ARTICLE applies to the sale or other transfer of the business and ownership of the Company. A sale of assets, either in whole or in part, which does not involve continuation of a substantial number of the workers of the Company to operate such sold or transferred business or assets, shall not be subject to the provisions of this ARTICLE.

SECTION B.

By this ARTICLE, the parties seek to define contractual rights and do not waive any statutory rights.



MANAGEMENT RIGHTS

The Company retains all rights of management, including the following, unless they are limited by some other provision of this Agreement: to decide the nature of equipment, machinery, methods or processes and to change or discontinue existing equipment, machinery or processes; to determine the products to be produced, or the conduct of its business; to direct and supervise all of the employees, including the right to assign and transfer employees; to determine when overtime shall be worked and whether to require overtime.

HOURS OF WORK AND OVERTIME

- A. A normal work day during the non-harvest season shall consist of ten (10) hours per day, and the normal work week shall be Monday through Saturday. During the non-harvest season, the Company shall pay overtime at the rate of one-and-one-half (1 1/2) times the employee's regular rate of pay for each hour of work in excess of ten (10) hours in any one work day and one-and-one-half (1 1/2) times the employee's regular rate of pay for each hour worked on Sunday.
- B. Buring the tomate harvest period, no employee shall be employed more than ten (10) hours in any work day or more than six (6) days in any work week unless the employee receives one-and-one-half (1 1/2) times such employee's regular rate of pay for all hours worked over ten (10) hours in any one work day and for the first eight (8) hours on the seventh (7th) work day and double the employee's regular rate of pay for all hours worked over eight (8) on the seventh (7th) work day. The limit to make the pay to make the ma
 - C. Irrigators shall receive time and one-half for all hours over eleven (11) hours worked in any one twenty-four (24) hour period at any time during the year and shall not be included within the provisions of paragraphs A and B above set forth.

In the event an irrigator, or any other employee, works at least four (4) hours or a majority of his or her shift, between

hours of 8:00 p.m. and 8:00 a.m., a night shift premium of twenty cents (\$.20) per hour shall be paid for all hours worked in such shift.

- D. Other than during tomato harvest, each worker shall be entitled to one (1) full day (24 hours) off without pay each payroll week.

 Insofar as possible, this day off will be Sunday.
- During the tomato harvest period, an employee may be employed on seven (7) work days in one work week with no overtime pay required when the total hours of employment earning such work week and the total hours of employment in any one work day thereof do not exceed six (6). This provision shall serve only to meet the requirements placed upon the Company by canneries, other outside agency, Acts of God, or any cause beyond Company's control and shall not be utilized for the purpose of avoiding payment of overtime.
- F. Mealtime breaks shall be at least one-half (1/2) hour which time shall not be compensated for nor counted as hours work under the provisions of this Agreement.
- G. A worker shall receive the rate of his or her classification for all time worked, including time, if any, in a classification with a lesser rate of pay.
- H. When a worker performs work in a higher rate job in any one day, he or she shall be paid at the higher rate for all time so worked.

REPORTING AND STANDBY TIME

- A. A worker paid on an hourly basis who was required to report for work and does report and is furnished no work or is furnished less than four (4) hours work, shall be paid at least four (4) hours for that day at the worker's regular hourly rate of pay. This Section shall not apply where work covered by this Agreement is delayed or cannot be carried out because of rain, frost, government condemnation of crop, or other causes beyond the control of the Company.
- B. A worker shall be paid for all the time he or she is required to remain on the job, exclusive of mealtime periods.
- C. Workers called in by the Company at times other than their regular scheduled hours shall be paid one-and one-half (1 1/2) times such employee's regular rate of pay for actual time worked during such unscheduled hours. The provisions of this Section shall not apply to irrigators.
- D. Any call to work may be rescinded by notification to the worker at least six (6) hours prior to schedule reporting time.

VACATION TIME AND PAY

- A. Vacations with pay shall be granted to eligible workers who qualify for such vacations. Each year workers shall be eligible for a vacation provided they qualify as specified in B, C, and D below in the prior calendar year. Vacation pay shall be computed on the basis of the appropriate percent of the worker's gross earnings from the Company in the calendar year prior to the taking of the vacation. Calendar year in this paragraph means January 1 through December 31.
- B. A worker who worked for the Company one thousand (1,000) hours in the prior calendar year and has worked three (3) or less years for the Company will qualify in an amount equal to two percent (2%) of their total gross earnings from the Company in the calendar year prior to the taking of the vacation and one (1) weeks vacation to which such vacation pay shall apply.
- C. A worker who worked for the Company one thousand (1,000) hours in the prior calendar year, with more than three (3) years of service with the Company, shall qualify in an amount equal to four percent (4%) of their gross earnings from the Company in the calendar year prior to the taking of the vacation and two (2) weeks vacation to which such vacation pay shall apply.
- D. A worker who worked for the Company one thousand (1,000) hours in the prior calendar year, with more than five (5) years of service

with the Company, shall qualify in an amount equal to five percent (5%) of their gross earnings from the Company in the calendar year prior to the taking of the vacation and three (3) weeks vacation to which such vacation pay shall apply.

Vacation pay shall be paid each year, between the dates of January 1 and January 15 for the calendar year before.

- E. If a worker's vacation period includes one of the holidays set forth in ARTICLE 29, his or her vacation period shall be extended to include such holiday.
- F. Vacation schedules shall be mutually agreed upon except if more workers, in the judgment of the Company, want a particular vacation period than can be reasonably spared, the worker with the highest seniority shall have first preference for the vacation period. Vacations will not be taken during tomato harvest season.
- G. The Union and Company agree that during the negotiations which resulted in this Agreement, they have fully negotiated and agreed to terms and conditions of vacation time and pay. All pre-existing bonus plans and vacation plans have been incorporated in this Article and, therefore, the provisions of ARTICLE 11 of this Agreement (Maintenance of Standards) do not extend to either bonus plans or vacation plans as the same may have existed prior to the execution of this Agreement.

HOLIDAYS



- A. Commencing with the effective date of this Agreement, the following shall be paid holidays:
 - 1. New Years Day
 - 2. Independance Day
 - 3. Labor Day
 - 4. Thanksgiving Day
 - 5. Christmas Day

Holiday pay shall be an amount equal to the number of hours in the worker's normal work day times his or her regular straight time hourly rate based upon the preceding payroll week for each of the five (5) holidays per year. Commencing with the second year of this Agreement, Washington's birthday shall be a paid holiday.

- B. Work on any holiday shall be paid at time and one half (1 1/2) of the regular rate.
- C. Memorial Day shall be recognized as an unpaid holiday. Employees working on this day shall receive one-and-one-half (1 1/2) times their regular rate of pay for the number of hours in the worker's normal work day.
- D. To be eligible for holiday pay as provided in this ARTICLE, a worker must work at least five (5) days in the two weeks preceding the holiday and, in addition, must work the scheduled work day both immediately preceding and following the holiday in question. If

the next scheduled work day after the holiday is more than five (5) calendar days after the holiday, the requirement for work on the scheduled work day after the holiday shall not apply.



CITIZENSHIP PARTICIPATION DAY

- The fourth Sunday of June of each year during the term of this Agreement shall be designated as "Citizenship Participation Day." All workers on "Citizenship Participation Day" shall receive an amount equal to the number of hours in the worker's normal work day times their regular straight time hourly rate based upon the preceding payroll week. The above pay for Citizenship Participation Day shall be in addition to any pay due to the worker if he or she is required to work on Citizenship Participation Day. Upon receipt of a proper written authorization from the workers, the Company shall deduct from such worker's wages the pay received for Citizenship Participation Day and the Company shall remit such a sum to the Citizenship Participation Committee of the United Farm Workers of America, AFL-CIO, for allocation as desigated by the worker. In the event any worker works on Citizenship Participation Day, the Company shall not deduct any pay due him or her for working on such day.
- B. Company shall prepare a summary report containing the names and Social Security numbers of each and all workers on the Company's payroll for the week preceding Citizenship Patricipation Day. This report shall also include the following data relative to each worker: total hours worked, hourly rate,

gross pay, an accounting for all monies deducted pursuant to this ARTICLE and totals for all workers shall be included. To the shall be eligible for Citizenship Participation Day pay, a worker must work at least five (5) days in the two-week period preceding the holiday and, in addition, must work the scheduled work day, both immediately preceding and following the Citizenship Participation Day.

- C. This ARTICLE shall not take effect until the second year of this Agreement.
- D. Reports shall be remitted to the Citizenship Participation

 Committee of the United Farm Workers of America, AFL-CIO,

 P.O. Box 62, Keene, California 93531, by the twenty-fifth (25th)

 of the month following the Sunday designated in this Agreement.
- e. Failure of any worker to authorize payment of the benefits under this ARTICLE shall not be utilized to determine the worker to be in bad standing with the Union as described in ARTICLE 2.

 Section A, Union Security.



ROBERT F. KENNEDY FARM WORKERS' MEDICAL PLAN

- A. The Company shall, beginning with the effective date of this Agreement, contribute to the Robert F. Kennedy Farm Workers' Medical Plan sixteen-and-one-half cents (\$.16 1/2) per hour for each hour worked for all workers covered by this Agreement. This rate of contribution shall be raised to a maximum of twenty-four cents (\$.24) or that amount contributed pursuant to the terms of the Fresh Vegetable Master Agreement as that contribution exists on March 1, 1979, whichever is the least amount. Such raise shall take place on March 1, 1979, or on the date on which the contribution in the Fresh Vegetable Master Agreement in effect at the time of the execution of this Agreement is raised, whichever date is the latest. Such raise in contribution, if any, shall thereafter remain in effect in said amount for the duration of this Agreement.
- B. All contributions due herein shall be computed weekly for every worker covered by this Agreement. In conjunction therewith, a summary report containing the date of the payroll, names of workers, Social Security numbers, total hours worked by workers, total number of workers and amount of medical plan contributions made shall be prepared and forwarded not later than the twentieth (20th) day of the month following the ending date of the previous month's payroll period to Robert F. Kennedy

Farm Workers' Medical Plan, P.O. Box 92169, Los Angeles,
California 90009, or such other address as designated by the
Administrator of the fund.



FARM WORKERS' PENSION FUND

- A. The Company shall, beginning with the first (1st) anniversary date of this Agreement, contribute to the JUAN DE LA CRUZ FARM WORKERS' PENSION FUND fifteen cents (\$.15) per hour for each hour for all workers covered by this Agreement, and for the duration of this Agreement thereafter.
 - B. All contributions due herein shall be computed weekly for every worker covered by this Agreement. In conjunction therewith, a summary report containing date of the payroll, names of workers, Social Security numbers, total hours worked by workers, total number of workers and amount of contributions shall be prepared and forwarded not later than the twentieth (20th) day of the month following the ending date of the previous month's payroll period to the JUAN DE LA CRUZ FARM WORKERS' PENSION FUND, P. O. Box 39122, San Francisco, California 94139.



MARTIN LUTHER KING FARM WORKERS' FUND

- A. The Company shall, commencing with the first anniversary date of this Agreement, contribute to the MARTIN LUTHER KING FARM WORKERS' FUND five cents (\$.05) per hour for each hour worked for all workers covered by this Agreement, and for the duration of this Agreement thereafter.
- B. All contributions due herein shall be computed weekly for every worker covered by this Agreement. In conjunction therewith, a summary report containing the date of the payroll, names of workers, Social Security numbers, total hours worked by workers, total number of workers and amount of contribution shall be prepared and forwarded not later than the twentieth (20th) day of the month following the ending date of the previous month's payroll period to the MARTIN LUTHER KING FARM WORKERS' FUND, P.O. Box 80762, Los Angeles, California 90080.

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ARTICLE 35

LEAVE OF ABSENCE FOR FUNERALS

To make funeral arrangements and to attend the funeral of a member of the immediate family (father, mother, father-in-law, mother-in-law, spouse, brother, sister, son, daughter, grand-daughter or grandson), the worker who has worked for the Company at least five (5) days, including days off on excused absences, during the two (2) weeks preceding the week of the funeral, will be paid what he would have earned had he been working for the Company, not to exceed three (3) days. The Company may require a death certificate or other evidence of death.



JURY AND WITNESS PAY

Workers on the seniority list who have worked at least five (5) days during the two (2) weeks preceding the week in which the following events occur shall receive the benefit of this ARTICLE. A worker will be paid jury duty or witness pay for testifying in any legal proceeding not between the parties to this Agreement for any days of work missed due to the performance of such service. Jury duty or witness pay is defined as the difference between the fees received by such worker for performing such service and what he would have received had he been working for the Company for each day of service based on the last preceding payroll period in which he worked. To receive pay under this provision, the worker must provide the Company with a copy of any notice summoning him to appear and, if so requested, documentary evidence of the amount of fee received for performing such service.

REST PERIODS

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Workers shall have paid rest periods of fifteen (15) minutes each which insofar as practical shall be in the middle of each four (4) hour work period or major fraction thereof.

REST PERIODS

J J 14 1978

Workers shall have paid rest periods of fifteen (15) minutes each which insofar as practical shall be in the middle of each four (4) hour work period or major fraction thereof.

MECHANIZATION



In the event the Company anticipates further mechanization of any operation of the Company that will permanently displace workers, the Company, before commencing such mechanical operations, shall meet with the Union to discuss training of displaced workers to operate and maintain the new mechanical equipment, the placement of displaced workers in other jobs with the Company and the training of such workers for other jobs in the Company. Such displaced workers shall be placed on a preferential hiring list which the Company and the Union will use in conjunction with ARTICLE 3, Hiring.

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ARTICLE 40

DURATION OF AGREEMENT

This Agreement shall be in full force and effect from the date of this Agreement to and including the third anniversary of the date of this Agreement. This Agreement shall automatically renew itself upon expiration of this Agreement unless either of the parties shall have given notice in writing to the other party sixty (60) days prior to the expiration, requesting negotiations for a new agreement. During this sixty (60) day period, all terms and conditions of this Agreement shall remain in full force and effect, but if a new agreement is not executed within such sixty-day period, this Agreement shall expire at the end thereof.

Executed	and	effective	as of this day of June, 1978.
		•	••
			NISHIKAWA FARMS, INC COMPANY
	,		ву
	٠		UNITED FARMS WORKERS OF AMERICA
		•	. By
		•	Ву
			Ву
			. Ву

APPENDIX "A"

WAGES

CLASSIFICATION	1978	1979	1980
General Labor (thinning and hoeing)	\$ 3.35	3.50	3.65
Tomato Sorters	3.37	3.52	3.67
Harvest Machine Operator	4.30	4.45	4.60 4616
Tractor Driver A	4.25	4.40	4.55
Tractor Driver B	4.00	4.15	4.30
Forklift Operator	4.30	4.45	4.60
Irrigator	3.60	3.75	3.90 (b° (D

(NOTE: With housing - \$.10 per hour less in all classifications.)

Truck Drivers: 25% of gross

Wages payable under the above classifications shall be payable retroactive to May 1, 1978.

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APPENDIX "B" NISHIKAWA FARMS, INC.

To: Date	
Work	er Social Security #
work	der bootal becalley #
Seni	ority Date:
, NOTICE OF REC	CALL
In accordance with the provisions	
between NISHIKAWA FARMS, INC. and the U	UNITED FARM WORKERS OF AMERICA
AFL-CIO, you are hereby given official	notice of recall for re-
employment as a	
This work is anticipated to begin	on
and the estimated duration is approxima	ately working days.
The exact starting date is subject	to change and shall be con-
firmed on or about	In the event you are
not planning to be at your present mail	ing address, you may obtain
this exact starting date by telephoning	the Company's office on or
after	
Remember to bring your Social Secu	urity card on the date you
report to work. Failure to respond to	this recall will result in
the loss of your seniority under ARTICI	JE 4, B-3 of the Collective
Bargaining Agreement between our Compan	ny and the UNITED FARM

WORKERS OF AMERICA, AFL-CIO

RE: Family members

The Company, in an effort to develop an interest in agriculture among the members of the operator's family, has provided bargaining unit work for them during parts of the year.

Such practice may continue, provided, however, that the members of the family who are to perform bargaining unit work be limited to the following: MIKE NISHIKAWA, JERRY NISHIKAWA, DAVID NISHIKAWA and MYRON KIRIU.

No family members will be utilized to replace bargaining unit workers.

DATED:

NISHIKAWA FARMS, INC.								
Ву								
UNITED FARM	WORKERS	OF	AMERICA					
Ву								

LETTER OF UNDERSTANDING BETWEEN NISHIKAWA FARMS AND UNITED FARM WORKERS OF AMERICA, AFL-CIO

STEI A I NUL

RE: Supervisors

The Company has traditionally utilized the following individuals, members of the bargaining unit, as supervisors to perform certain types of supervisorial work during the harvest season:

These named individuals may continue to perform such supervisorial work as they have in the past on a seasonal basis without losing seniority pursuant to the terms of ARTICLE 4, Subdivision B(5) of the Collective Bargaining Agreement between NISHIKAWA FARMS, INC. and UNITED FARM WORKERS OF AMERICA, AFL-CIO.

The Company may replace the above named individuals and the same provisions as set forth above shall apply to replacements.

DATED: