

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SWANTON BERRY FARMS, INC

AND

**UNITED FARM WORKERS OF AMERICA,
AFL-CIO**

MARCH 15, 2008 TO MARCH 15, 2011

TABLE OF CONTENTS

	PAGE NO.
ARTICLE 1 RECOGNITION	1
1.1 PARTIES TO CONTRACT	1
1.11 EMPLOYER PARTY TO CONTRACT.....	1
1.12 OBLIGATIONS OF EMPLOYER	1
1.13 UNION PARTY TO CONTRACT	1
1.14 BASIS FOR RECOGNITION SPECIFIED	1
1.15 RECOGNITION OF UNION IN NEW LOCATIONS	1
1.16 EMPLOYEES EXCLUDED FROM BARGAINING UNIT	1
1.17 ASSIGNABILITY OF CONTRACT	1
ARTICLE 2 UNION SECURITY	2
2.11 UNION SECURITY	2
2.12 PENALTY FOR FAILURE TO MAINTAIN UNION MEMBERSHIP	2
2.13 ITEMS & AMOUNTS SUBJECT TO CHECK-OFF	2
2.14 CHECK-OFF AUTHORIZATION FORMS	2
2.15 ADMINISTRATION OF CHECK-OFF	2
2.16 TRANSMITTAL OF DEDUCTION TO UNION	2
ARTICLE 3 HIRING	2
3.11 REFERRAL HIRING PROVISIONS	2
ARTICLE 4 SENIORITY	3
4.1 DEFINITION OF SENIORITY	2
4.11 PERIODIC REVISION OF LIST	3
4.12 WORKERS HIRE THE SAME DAY	3
4.13 ROLE OF SENIORITY IN LAYOFF	3
4.14 ROLE OF SENIORITY IN REHIRING.....	3
4.15 NOTICE OF RECALL	3
4.16 POSTING REQUIREMENTS	4
4.17 LENGTH OF POSTING	4
4.18 WORKERS GIVEN PREFERENCE	4
4.19 TRIAL PERIOD AFTER PROMOTION	4
4.20 RIGHTS TO RETURN TO FORMER JOB	4
4.21 TRAINING AND APPRENTICESHIP	4
4.22 LOSS OF SENIORITY	4
ARTICLE 5 STRIKES AND LOCKOUTS	4
5.11 STRIKE	4
5.12 LOCK OUT	4
5.13 UNION	4
ARTICLE 6 GRIEVANCE AND ARBITRATION	5
6.11 GRIEVANCE& ARBITRATION PROCEDURE	5
6.12	5
6.13	5
6.14	5
6.15 FIRST STEP	5
6.16 SECOND STEP	5
6.17 THIRD STEP	5
6.18	6
6.19	6
6.20	6
6.21	6
ARTICLE 7 DISCIPLINE AND DISCHARGE	6
7.11 GENERAL STATEMENTS OF GROUNDS FOR DISCHARGE	6
7.12 NOTICE TO UNION	6
7.13 STATUTE OF LIMITATION	6
ARTICLE 8 LEAVE OF ABSENCE	7
8.1 RULES GOVERNING LEAVE	7
8.11 REQUEST FOR LEAVE	7
8.12 PERSONAL LEAVE	7
8.13 LENGTH OF LONG TERM LEAVE	7

8.14 LENGTH OF SHORT TERM LEAVE	7
8.15 UNPAID SICK LEAVE	7
8.16 ELIGIBILITY REQUIREMENTS	7
8.17 FUNERAL LEAVE	7
8.18 EMERGENCY LEAVE	7
8.19 PARENTAL LEAVE	7
ARTICLE 9 WORKING CONDITIONS AND SAFETY	8
9.1 SAFETY AND HEALTH	8
9.12 COMPLIANCE WITH HEALTH & SAFETY STATUES	8
9.13 SAFETY EQUIPMENT	8
9.14 MEDICAL CARE FOR ACCIDENTS & MINOR ILLNESS	8
9.15 TRANSPORTATION FURNISHED	8
9.16 SERVICES AVAILABLE TO WORKERS	8
9.17 NO DISCRIMINATION	8
9.18 MAINTENANCE OF STANDARDS	8
ARTICLE 10 MANAGEMENT AND UNION RIGHTS	9
10.1 MANAGEMENT RIGHTS	9
10.11 GENERAL STATEMENTS	9
10.12 ACTIVITIES PERMITTED DURING WORKING HOURS	9
10.13 BULLETIN BOARD	9
ARTICLE 11 HOURS AND OVERTIME	9
11. 1 SCHEDULING HOURS OF WORK	9
11. 11 LENGTH OF WORKDAY AND WORKWEEK	9
11. 12 OVERTIME	9
ARTICLE 12 NON-PRODUCTIVE TIME	10
12.11 LUNCH PERIOD	10
12.12 REST PERIODS DURING REGULAR SHIFTS	10
12.13 WAITING TIME PAY	10
12.14 REPORTING TIME	10
ARTICLE 13 VACATIONS	10
13.1 ELIGIBILITY REQUIREMENTS	10
13.11 LENGTH OF VACATION TIED TO LENGTH OF SERVICE	10
ARTICLE 14 HOLIDAYS	10
14.11 DAYS OBSERVED AS PAID HOLIDAYS	10
14.12 PAY FOR HOLIDAY NOT WORKED	10
14.13 PAY FOR HOLIDAY WORKED	10
ARTICLE 15 MEDICAL PLAN	11
15.11	11
ARTICLE 16 JUAN DE LA CRUZ PENSION PLAN	11
16.11	11
16.12 MONTHLY REPORT	11
ARTICLE 17 WAGES	11
17.11 WAGES	11
ARTICLE 18 UNION LABEL	12
18.11	12
18.12	12
18.13	12
ARTICLE 19 DURATION	12
19.11	12
ACKNOWLEDGMENT	

1. RECOGNITION

1.1 PARTIES TO CONTRACT

1.11 EMPLOYER PARTY TO CONTRACT

The employer entering this agreement is Swanton Berry Farms, Inc., herein called "employer" or "company".

1.12 OBLIGATIONS OF EMPLOYER

The company will make known to all workers, supervisors and officers, its policies and commitments as set forth below with respect to recognition of the union and will encourage workers in the bargaining unit to give upmost consideration to supporting and participating in collective bargaining and contract administration functions. The company shall not interfere with the internal business of the union.

The company further recognizes the rights and obligations of the union as the sole and exclusive bargaining agent to negotiate wages, hours and conditions of employment and to administer this agreement on behalf of covered workers. The company recognizes it cannot make any individual agreements with any covered workers.

1.13 UNION PARTY TO CONTRACT

The union entering this agreement is the United Farm Workers of America, AFL-CIO, herein called "union" or "UFW".

1.14 BASIS FOR RECOGNITION SPECIFIED

The UFW was certified to represent all agricultural workers of the employer in the state of California by the Agricultural Labor Relations Board on December 10, 1997 in case name Swanton Berry Farms, Inc. Case number 97-RC-1-SAL.

1.15 RECOGNITION OF UNION IN NEW LOCATIONS

If the employer extends its operations into other states, this agreement shall cover agricultural workers employed by the company in such locations.

1.16 EMPLOYEES EXCLUDED FROM BARGAINING UNIT

The term "worker" shall not include supervisory employees who have the authority to hire, transfer, suspend, lay-off, recall, promote, discharge, assign, reward or discipline other workers, or the responsibility to direct them or adjust their grievances, or effectively recommend such actions, 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 judgement.

1.17 ASSIGNABILITY OF CONTRACT

All of the terms and provisions of this agreement shall be binding upon each employer and upon its successor and assigns. In the event the employer sells, leases, transfers, or assigns an operation or part of an operation to other, it shall nevertheless continue to be liable for the complete performance of the terms and provisions of this agreement. In the event the business is taken over by receivership or bankruptcy, the terms and conditions of this agreement shall be honored by such trustees and included in appropriate agreement before the court.

2. UNION SECURITY

2.11 UNION SHOP

The company will advise new workers that it is a condition of their employment that they must become a member of the union immediately following five (5) days from the effective date of this agreement, or five (5) days after the beginning of their employment, whichever is later, and to remain a member of the union in good standing.

2.12 PENALTY FOR FAILURE TO MAINTAIN UNION MEMBERSHIP

Any worker who fails to become a member of the union within the time limit set forth herein, or who fails to pay the required, periodic dues or assessments as prescribed by the union pursuant to the provisions of the union's constitution, shall be immediately discharged or suspended upon written notice from the union to the employer. The union shall be the sole judge of the good standing of its members.

2.13 ITEMS AND AMOUNT SUBJECT TO CHECK-OFF

The company agree to deduct from each worker's pay all periodic dues and assessments, as required by the union. The company shall make such deductions upon presentation by the union of individual authorization signed by the worker, directing the company to make such deductions. The company shall make deductions from the worker's pay for that payroll period in which it is submitted, provided that it is submitted in advance of the close of the pay period, and periodically thereafter as specified on the authorization so long as such authorization is in effect. The union provides forms for all dues and assessments.

2.14 CHECK-OFF AUTHORIZATION

The company will be responsible to cause new workers to sign the membership applications and dues check-off authorization forms not later than five (5) continual days following the beginning of employment. Within five (5) days after the signing of the agreement or hiring new worker(s), the company will send the union completed membership applications and authorization for check-off deductions for each worker on the payroll.

2. 15 ADMINISTRATION OF CHECK-OFF

The union will notify the company in writing of the amount of deductions within five (5) days of the execution of this agreement and five (5) days before the effective date of any changes.

2.16 TRANSMITTAL OF DEDUCTION TO UNION

Withheld deductions are to be submitted to the union on the same day the payroll checks are distributed to the employees. Reports shall be provided by the company to the union as described in article 13.

3. HIRING

3.11 REFERRAL HIRING PROVISIONS

When new or additional workers are needed, the company will inform the union of the number of workers needed, type of work to be done, and the duration thereof at least one week before the hiring date. In the event of an emergency, the company will inform the union as soon as the company realizes it needs to hire new workers or additional workers.

The union may refer workers to the company. The company will hire without discriminating against any applicant because of his/her race, sex, age, color, religion, national origin, or union support.

4. SENIORITY

4.1. DEFINITION OF SENIORITY

Seniority shall be defined as length of continuous service with the company. After the worker has worked six (6) months with the company, he/she will have acquired seniority. The Company may lay-off, discipline or discharge a probationary employee without recourse to the grievance or arbitration procedure. Workers who complete the probationary period will acquire seniority retroactive to their particular date of hire.

4. 11. PERIODIC REVISION OF LIST

The company will furnish the union with two (2) copies of a seniority list every three (3) months. The company shall maintain all seniority lists by classification in order of seniority within the classification. All seniority lists shall include the worker's name, social security, classification seniority date, company seniority date and current address and phone number.

All seniority lists shall be prepared immediately upon execution of this agreement.

If a question arises concerning the accuracy of the lists, the union and the company shall attempt to resolve the dispute as expeditiously as possible, in accordance with the grievance and arbitration procedure. The company shall be financially liable for any inaccuracies in the seniority lists.

4.12 WORKERS HIRED THE SAME DAY

In the event that 2 or more workers are hired the same day the worker with the lowest four digits of his/her social security number shall have the highest seniority.

4.13 ROLE OF SENIORITY IN LAY-OFF

Workers having seniority shall be laid-off in accordance with the seniority list of their classification, those having the least seniority being laid off first. The company will continue applying its past practices in the case of special short time assignments which require special knowledge such as irrigator, tractor driver, fertilizer applicator, and mechanic. The Company shall notify the workers seven (7) days in advance before any lay offs. This shall apply only to workers with three (3) months of service or more with the Company.

In the event there is a permanent reduction of bargaining unit jobs, workers shall be laidoff in order of their company seniority date.

4.14 ROLL OF SENIORITY IN REHIRING

Whenever the company recalls workers, the company shall recall in order of seniority, with those with the highest seniority recalled first.

4.15 NOTICE OF RECALL

Recall of laid-off workers shall be mailed by certified letter to the worker's last address of record with the company. The recall notice shall include the date on which the worker is to report to work. Said notice shall include worker's name, social security number and seniority date. The notice shall be mailed not less than two (2) weeks prior to such reporting date. This paragraph will apply only at the beginning of the harvest season. A copy of this letter will be sent to the union on the same day.

PROMOTIONS

4.16 POSTING REQUIREMENTS

When the company decides to permanently fill a job vacancy, or when it creates a new job with a higher pay then the general labor rate, the job will be posted.

4.17 LENGTH OF POSTING

Such posting shall remain on the bulletin board for ten (10) consecutive work days. All applications must be received within the posting period in order to be eligible. The posting period shall be extended for another three (3) days if the company receives no qualified applicants during the initial posting.

4.18 WORKERS GIVEN PREFERENCE

Following the posting period the company will award the job to the senior bidder who meets the minimum qualifications of that job vacancy.

4.19 TRIAL PERIOD AFTER PROMOTION

Workers who are promoted to another job will be given a reasonable period to adjust to his/her new duties. If he/she does not perform the job in a satisfactory manner, he/she shall return to his/her former classification after a period of thirty (30) working days.

4.20 RIGHTS TO RETURN TO FORMER JOB

Workers failing to qualify for a job acquired under sections 4.17 through 4.19, shall be restored to their former job with no loss of seniority.

4.21 TRAINING AND APPRENTICESHIP

The company agrees to provide on-the-job training for workers in the bargaining unit to fill expected vacancies in such jobs so the workers will have the opportunity to learn the necessary skills.

4.22 LOSS OF SENIORITY

Seniority shall be lost for only the following reasons:

1. Voluntary quit or job abandonment
2. Discharge for just cause
3. Failure to report to work before May 1 of each season.

Any employee rehired after loss of seniority as listed above, shall establish a new seniority date as provided in Section 4.1.

5. NO STRIKE - NO LOCK OUT CLAUSE

5.11 STRIKE

Employees covered by this agreement shall not engage in any strike, slowdown, work stoppage or boycott, during the term of this agreement.

5.12 LOCK OUT

The company agrees not to engage in any lockout during the term of this agreement.

5.13 UNION

The union shall use its best efforts to stop any conduct by it's members which is in violation of this article.

6. GRIEVANCE AND ARBITRATION

6.11 GRIEVANCE AND ARBITRATION PROCEDURE

6.12 The parties agree that all disputes which arise between the company and the union out of the interpretation or application of this agreement shall be subject to the grievance and arbitration procedure. The parties further agree that the grievance procedure of this agreement shall be the exclusive remedy with respect to any dispute arising under this agreement.

6.13 All processing of grievances shall be during working time. Aggrieved workers shall have the right to be present at each step of the grievance procedure, without loss of pay. In grievances involving more than one (1) employee, only one (1) such employee may be present at the grievance meetings. It is agreed that the representatives authorized by the union shall be present throughout each step of the grievance procedure without loss of pay.

A. A steward doing piece rate work shall be paid based on his or her average hourly earnings in the previous payroll period for any time spent processing grievance.

6.14 The time limits herein specified maybe extended only by written mutual agreement of the parties. Failure by the union to comply therewith shall constitute a withdrawal of the grievance. If the company fails to comply with the time limits of the grievance procedures, the grievance shall be granted in favor of the union. Grievances dropped by the union or the company prior to arbitration are deemed withdrawn without prejudice to their respective positions on a similar matter in the future.

6.15 First Step: Any grievance arising under this agreement shall be immediately taken up between the company representative involved and the union steward. They shall use their best efforts to resolve the grievance. If the grievance is not resolved in the first step, it may be referred to the second step if the specific nature of the grievance is first reduced to writing. Failure to file and serve a grievance in writing within thirty (30) working days from the event giving rise to the grievance or the discovery thereof by the grieving party shall constitute a waiver of such grievance. A grievance over a discharge shall be filed and served in writing within seven (7) working days from the date of discharge.

6.16 Second Step: Not later than ten (10) calendar days after the written grievance is filed, the union committee and the company representative (s) delegated to resolve such matters shall meet and use their best efforts to settle the grievance. The company or union, as the case may be, shall give a written decision, to the grieving party, including reasons for decision within two (2) working days of the second step meeting. If the grievance is not resolved at this step, the grieving party may appeal to the third step by requesting arbitration in accordance with the time limits specified below.

6.17 Third Step: Within ten (10) working days from receipt of the written second step response, the grieving party shall send written notice to the other party of it's intent to request arbitration. If the parties have not mutually agreed to an arbitrator, the parties shall then request a panel of seven (7) to eleven (11) arbitrators' names from the State Mediation and Conciliation Service. After receipt of the list, the parties shall attempt to agree upon an arbitrator from such list. If they are unable to agree, names will be stricken from said list in the following manner. The party to strike first shall be selected by a coin toss, and the parties shall alternatively strike names. The name remaining after each party has stricken five (5) shall be the designated arbitrator.

6.18 The arbitrator shall consider and decide only the grievance(s) referred to him/her, and the decision shall be final and binding on the company, the union and the employee (s). The arbitrator shall have no authority to modify, amend, change, alter, or waive any provision to this, agreement. The arbitrator shall have the authority to revoke or modify any form of discipline and to award back pay, for lost earnings if he/she so determines. The arbitrator shall have access to the company or union property as necessary and relevant to the specific grievance, providing no interference with the regular business of either party results.

6.19 It is agreed that a grievance may, upon mutual agreement, be expedited to arbitration. Under such circumstances, after a grievance has been reduced to writing, the grieving party may request a second step meeting within three (3) working days. The responding party will provide an answer in writing, if denied, within two (2) working days from the close of the grievance meeting. Within three (3) working days from the written response, the grievance party may then request, with notice to the responding party, that the grievance be referred to expedite arbitration. If such a grievance is brought to arbitration, it is agreed that it will take priority as to holding an investigation hearing and issuance of a decision over any other case. The duties and the authority of the arbitrator shall be the same as under section 6.18 of this article.

The arbitrator shall have the authority to issue a bench decision and award and shall submit to the parties a signed and written decision and award within forty-eight (48) hours of the close of expedited hearing.

6.20 All expenses and fees of the arbitrator, and the cost of the hearing room, shall be borne by the losing party. Each party shall pay the cost of presenting its own case. Furthermore, the arbitrator shall designate the losing party, with respect to expenses and fees of arbitration.

6.21 Should either party refuse to participate in any steps of the grievance procedures, the grieving party shall have the right to refer the matter to arbitration for consideration in a formal hearing. Such hearing may be ex parte, i.e., with only one side present, provided that the arbitrator shall temporarily delay an ex parte hearing to permit immediate bona fide efforts to settle an issue without a hearing or to resolve any misunderstanding as to the existence of a dispute.

7. DISCIPLINE AND DISCHARGE

7.1 DISCHARGE

7.11 GENERAL STATEMENTS OF GROUNDS FOR DISCHARGE

The company shall have the right to discipline and discharge worker for just cause, provided that, in the exercise of this right, it will not act in violation of this agreement.

7.12 NOTICE TO UNION

The company agrees that when an employee is terminated, he/she shall be given a letter stating the reasons of the termination. A copy of the letter must be mailed to the union no later than forty-eight (48) hours after the termination.

7.13 STATUTE OF LIMITATION

Warning notices issued by the employer imposing disciplinary action for violations of company rules shall have no force or effect after six (6) months from the date the violation occurred for which such notice was issued.

8. LEAVE OF ABSENCE

8.1 RULES GOVERNING LEAVE

8.11 REQUEST FOR LEAVE

A worker shall be granted a leave of absence without pay upon request for bonafide personal reasons. Applications for leave of absence without pay and any extension thereof, shall be made to the company at least one (1) week in advance of the effective date of the leave of absence. Such leaves shall not constitute a breach of the workers seniority.

8.12 PERSONAL LEAVE

A leave of absence for personal reasons, not exceeding thirty (30) days shall be granted by the company.

UNION LEAVE

8.13 LENGTH OF LONG TERM LEAVE

At the written request of the union, a leave of absence without pay shall be granted to union employees to perform functions on behalf of the union. The leave of absence may be granted for a period of one (1) year, renewable for up to one (1) additional year upon proper application. Seniority shall not be broken or suspended by reasons of such leaves.

8.14. LENGTH OF SHORT TERM LEAVE

A leave of absence without pay shall be granted not to exceed three (3) consecutive working days per request to conduct union business. This request must be provided by the union to the company at least two (2) days prior to the day on which such leave commences. Such leaves shall be limited to no more than 10 % of the work force.

8.15 UNPAID SICK LEAVE

In the event of illness or injury, an employee will be granted a leave of absence not to exceed twenty-four (24) months. If the illness or injury continues beyond twenty-four (24) months such leave may be extended up to one (1) additional year or to the expiration date of this agreement. Seniority will accumulate during this leave.

8.16 ELIGIBILITY REQUIREMENTS

The company may require substantiation of illness or injury by medical certificate or other adequate proof of illness.

8.17 FUNERAL LEAVE

The company will grant to employees a maximum of three (3) consecutive working days off with pay for time required to be absent from work because of a death in the immediate family of an employee. Pay for hourly rated workers under this article is equivalent to the regular straight time hours the employee's crew worked during the employee's absence. Pay for piece rate employees under this article is based on the employee's average daily earnings for the previous week. The term " immediate family " is defined to include the mother, father, brother, sister, spouse, child, mother-in-law, or father-in-law of the employee.

8.18 EMERGENCY LEAVE

Workers will be allowed up to ten (10) days emergency leave without pay. Such leave shall be for reasons such as, but not limited to, death or serious illness in the employee's immediate family.

8.19 PARENTAL LEAVE

An employee shall be granted maternity/paternity leave without pay, up to twelve (12) months, in connection with the birth or adoption of a child, or in case of severe illness of a child.

9. WORKING CONDITIONS AND SAFETY

9.1 SAFETY AND HEALTH

9.12 COMPLIANCE WITH HEALTH AND SAFETY STATUES

The company will comply with all applicable laws relating to the health and safety of farm workers.

9.13 SAFETY EQUIPMENT

All company vehicles and equipment used by, and around workers shall be maintained and operated in safe condition at all times.

Tools and equipment and protective garments necessary to perform the work and/or to safeguard the health or to prevent injury to a worker, shall be provided, maintained, and paid for by the company.

9.14 MEDICAL CARE FOR ACCIDENTS AND MINOR ILLNESS

Company shall make the necessary provisions for the safety and health of its employees and will maintain adequate medical and first aid services to care for accidents and minor iltness occurrini.; while at work.

FACILITIES AND SERVICE

9.15 TRANSPORTATION FURNISHED

Any worker who becomes sick or injured during working hours and requests transportation to his/her doctor's office or medical facility, shall be provided with transportation by the company.

9.16 SERVICES AVAILABLE TO WORKERS

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 maintained at the ratio of one for every twenty (20) workers of fraction thereof Doors on portable toilets shall have latches. Hand washing facilities, soap, and paper towels shall be provided. The company and union shall agree on designated locations for toilet facilities for use by steady workers.

Each place where work is performed shall be provided with suitable, cool, potable drinking water in a location convenient to workers. Water shall be provided in cool clean cans or equivalent containers. Individual drinking cups shall be provided at all times.

9.17 NO DISCRIMINATION

The company agrees not to discriminate against any employee because of race, color, religion, sex, age, national origin, or union support.

9.18 MAINTENANCE OF STANDARDS

The company agrees that all conditions of employment for workers relating to earnings, hours of work and working conditions shall be maintained at no less than the highest standards in effect as of the date of this agreement.

10. MANAGEMENT AND UNION RIGHTS

10.1 MANAGEMENT RIGHTS

10.11 GENERAL STATEMENTS

All management rights not specifically surrendered by this agreement shall remain with management.

UNION RIGHTS

10.12 ACTIVITIES PERMITTED DURING WORKING HOURS

Union representatives shall be able to visit workers when necessary.

10.13 BULLETIN BOARD

The company will supply the union bulletin boards in conspicuous areas where workers take rest and meal breaks.

11. HOURS AND OVERTIME

11.1 SCHEDULING HOURS OF WORK

11.11 LENGTH OF WORKDAY AND WORKWEEK

Eight (8) hours per day and forty-eight (48) hours per week shall be the standard number of hours of work for piece rate workers.

The normal work day for hourly field workers shall consist of ten (10) hours and the normal work week shall consist of sixty (60) hours in any regularly scheduled work week.

Ten (10) hours per day and forty (40) hours per week shall be the standard number of hours of work for truck drivers, farm market, and secretaries.

11.12 OVERTIME

Time and one half shall be paid for all work in excess of the normal work day or normal work week and for work performed on the 7th consecutive day in a work week.

All overtime shall be performed on a voluntary basis and scheduled overtime shall be offered on the basis of highest seniority within the classification required to work overtime. If there are no volunteers for the overtime work, the obligation to work the overtime shall fall to the lowest seniority workers.

12. NON-PRODUCTIVE TIME

12.11 LUNCH PERIOD

Meal time shall be one-half (1/2) hour and not compensated for nor counted as hours worked under the provisions of this agreement. Where meal breaks are currently longer and or compensated, they shall be continued. Company shall not use the meal time breaks for the purpose of moving the workers to another job-site, or any other related work activity. Workers classified under retail and wholesale sales may waive the one-half hour lunch period, provided they sign a voluntary waiver. Signing the waiver shall not preclude them from taking a one half hour unpaid lunch, but workers may use their discretion as to whether they wish to take the break.

12.12 REST PERIODS DURING REGULAR SHIFTS

On each shift of the day, there shall be a fifteen (15) minute rest period for each four (4) hours worked without deduction in pay.

12.13 WAITING TIME PAY

All workers shall be paid for all the time required by the company to wait on the job.

12.14 REPORTING TIME

A worker paid on an hourly or piece rate basis who is required to report to work and does report and is furnished no work or less than four (4) hours of work is provided for reasons other than an act of God, shall be paid at least two hours or one half day whichever is greater. However the pay for that day shall not exceed (4) hours at the workers hourly rate of pay.

13. VACATIONS

13.1 ELIGIBILITY REQUIREMENTS

13.11 LENGTH OF VACATION TIED TO LENGTH OF SERVICE

Workers with one (1) year or more and 500 hours of services in the prior year shall receive vacation pay in the following year, provided they have remained at work until released for vacation by their supervisor, usually the first week of December; if they leave before this time they will lose that year's vacation pay.

The qualified workers shall receive 2% of their total gross wages at the end of the harvest season as a vacation pay.

14. HOLIDAYS

14.11 DATES OBSERVED AS PAID HOLIDAY

Workers with one year or 500 hours or more with the company shall receive pay for the following holidays:

- | | |
|-------------------------------|--------------------|
| 1. CESAR CHAVEZ DAY, MARCH 31 | 2. JULY 4TH |
| 3. LABOR DAY | 4. MEMORIAL DAY |
| 5. MAY 5 | 6. THANKGIVING DAY |

To be eligible for the above holidays, the employees shall be required to report to work no later than March 20th of each season.

14.12 PAY FOR HOLIDAY NOT WORKED

Qualified workers shall receive eight (8) hours pay of their normal rate of pay for each of the above mentioned holidays if they do not work. To qualify, a worker must work the scheduled work day before, the holiday (if it is requested by the Company) and the scheduled workday after the holiday to receive the holiday pay. In addition, the workers shall be regularly assigned to work a minimum of three days per week to qualify for a paid holiday.

14.13 PAY FOR HOLIDAY WORK

Any work performed on the above listed holidays, shall be paid for at a rate of double (2) time their regular rate of pay.

15. MEDICAL PLAN

Beginning with the signature of this Agreement, the Company shall contribute to the RFK Farm Workers Medical Plan \$225 per month and \$40 per month for Pacific Union Dental for each worked by each worker covered by this Agreement. In the event that the rates of the medical and dental plan increase in the life of this Agreement, then the Company shall meet with the Union to discuss redesigning the levels of benefits provided to employees. Health insurance benefits, for employees that refuse to sign the required forms when required, will be terminated immediately, and COBRA offered.

New Employee's will qualified for the medical plan after he/she has worked six (6) months with the Company.

15.12 For part-time employees the contribution shall be as follows:

1 day a week	20%
2 days a week	40%
3 days a week	60%
4 days a week	80%
5 days a week	100%

If part-time employees qualify under section 15.11 above, that provision shall apply to them. The worked days for week shall be based on the average of days worked on each calendar month.

16. PENSION PLAN

16.1 JUAN DE LA CRUZ PENSION PLAN

16.11 The Company shall, commencing on the first payroll period after February 1, 1998, contribute to the Juan De La Cruz Farm Workers Pension Plan \$.25 per hour for every hour paid to each worker.

16.12 EMPLOYEE STOCK OWNERSHIP PLAN

During the life of the Agreement the Company shall contribute three thousand (3000) shares of stock to the Employee Stock Ownership Plan

16.12 MONTHLY REPORT

A monthly summary report containing dates of payroll periods, names of workers, social security numbers, total hours worked per worker, hourly rate of contribution, total amount of contributions, total amount of contributions for worker, and total count of workers shall be forwarded to the administrator of Juan De La Cruz Pension Plan not later than the tenth (10) day of the following month at Bankers Trust Company Banker Hill, Finance Station, P. O. Box 71203 9, Los Angeles, Ca 90071.

17.11 WAGES

The parties shall meet after each harvest season to discuss the Company's net profit and negotiate an annual bonus for the employees based on the profitability of the Company's operations.

JOB CLASSIFICATIONS	ENTRY	MAXIMUM
GENERAL LABOR	\$8.15	\$13.00
SALES/TRUCK DRIVERS	\$8.15	\$13.00
GENERAL FOREMAN	\$9.45	\$13.00
SALES AND DELIVER	\$8.40	\$13.00

All of the above classifications workers shall from time to time do picking or any work needed by the company.

If the company decides to implement piece rates or drastically change any of the current operations, the parties shall meet in advance of the implementation of such changes to negotiate the rates. If the parties cannot come to agreement, the issue shall be submitted to an arbitrator.

18. UNION LABEL

18.11 The parties recognize the value and importance of the Union label. The parties wish to insure that the public will not be defrauded by misuse of the Union label. Therefore, the parties agree as follows:

18.12 The Company will make available to the designated Union representatives, at Union's request:

LABEL

1. Trademark registration;
2. Printing source;
3. Number of labels used.

18.13 The Union label and Union seal are and shall remain the sole property of the Union. During the term of this Agreement, the Company shall be entitled to the use of said label and seal. It is agreed that during the term of this Agreement each shipping by the Company shall bear the Union label or seal. In this regard the Company shall not sell, transfer, or assign its right to use said label or seal except upon written permission of the Union. The color, size and placement of the label or seal on particular packages or containers shall be determined by the Company.

19 DURATION

19.11 This agreement shall be in full force and effect for a period of one year from March 15, 2008 through March 15, 2011. 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, together with thirty(30) days prior written notice to the State Conciliation Service. During this sixty (60) day period all terms and conditions of this agreement shall remain in full force and effect.