

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

ALTMAN SPECIALTY PLANTS, INC.

AND

TRABAJADORES AGRICOLAS UNIDOS INDEPENDIENTES

ARTICLE 1

RECOGNITION

This Collective Bargaining Agreement (the "Agreement") is between Altman Specialty Plants Company (the "Company") and the Trabajadores Agricolas Unidos Independientes (the "Union"). This Agreement shall operate for the purpose of establishing uniform wages, hours and working conditions as hereinafter defined.

The Company recognizes the Union as the sole and exclusive bargaining agent with respect to the rates of pay, hours of work and other conditions of employment for all its agricultural employees within Southern California, excluding from the bargaining unit all other employees of the Company including, but not limited to, office employees, clerical and sales employees, guards, managerial employees and supervisors as defined by the ALRA.

ARTICLE 2

UNION MEMBERSHIP

A. Becoming and remaining a member in good standing of the Union shall be a condition of employment. "Good standing" is defined solely as the payment to the Union of nondiscriminatory initiation fees and/or dues. No other requirement of participation in or support for the Union shall be a condition of employment.

B. Timely collection of initiation fees and/or dues shall be the sole and complete responsibility of Union. The Company shall have no responsibility for collecting or assisting in the collecting of fees or dues.

C. Union shall establish a method for the organized and timely collection of fees and dues. All employees shall be required to become members in good standing of the Union within thirty (30) days of employment or of the signing of this Agreement, whichever is later. Within five (5) days of an

employee's failure to pay nondiscriminatory fees and/or dues, Union shall notify Company, in writing, that the employee is no longer in good standing. Upon receipt of written notice that an employee is no longer in good standing, the employer shall promptly notify the employee that, unless his membership is brought into good standing within seven (7) days, the Company will be required to dismiss that employee under the terms of this article.

D. Union shall indemnify and hold Company harmless from and against any and all claims, demands, suits or other forms of liability that 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.

ARTICLE 3

HIRING

A. Whenever the Company anticipates the need for new or additional workers to perform any work covered by this Agreement, the Company shall notify the Union, giving as much notice of need as the Company itself has, stating the approximate number of workers needed, the type of work to be performed, and the estimated starting date of the work. In this event, the Company will also advise the Union of the dates and times at which the Company will be accepting applications.

B. The Company shall have the sole discretion to hire or not hire persons referred by the Union or from any other sources and shall not discriminate against any applicants for any reason, including membership in any labor organizations.

C. The Company shall designate the person or persons with the exclusive authority to hire new employees and shall so inform the Union.

D. The Company will inform the Union in writing of all new hires within seven (7) work days of their commencing work.

ARTICLE 4

SENIORITY

A. Seniority shall be defined as length of service with the Company. All employees who have worked at least ninety (90) continuous days with the Company shall acquire seniority, retroactive to original date of hire.

B. The seniority order for workers hired on the same day shall be established on the basis of Social Security numbers, with the worker having the lowest last four digits being placed

in the highest position on the seniority list. In the event a worker's Social Security number changes, his position on the list will remain the same.

C. Seniority shall be lost for the following reasons:

1. Voluntary quit.
2. Discharge for just cause.
3. Accepting a Company position outside of the bargaining unit.
4. Failure to report to work at the termination of a leave of absence, without an approved extension.
5. Failure to keep the Company advised of any change in home address and/or telephone number (while laid off) within three (3) working days after the change.
6. Layoff for a period exceeding three months; provided, however, that if, during the three month period thereafter, a vacancy arises in the job from which the employee was laid off, and the Company can successfully contact the employee at his last address or phone number on Company records, and the employee has not yet found substantially equivalent employment elsewhere following his layoff, the Company shall consider him as a candidate to fill the job vacancy.
7. Failure to return to work within three (3) workdays after receiving a notice of recall. If the employee cannot be contacted orally by telephone or in person, a notice of recall will be sent by registered mail to the employee's last known address on company records.
8. Giving a false reason for a leave of absence, or engaging in other employment during such leave of absence without permission of the Employer.
9. If a settlement has been made with the employee for a total permanent disability.
10. If the employee retires.

D. The Company shall maintain a seniority list that includes each employee's name, social security number, and date of hire. The Company shall provide the Union with an updated seniority list every three months, based on a calendar year.

E. 1. The Company will assign employees to work paying the highest rate based on their ability as determined by management; provided, however, that if skills and abilities of two or more candidates for a particular job assignment are relatively equal, the assignment shall be awarded to the senior employee.

2. The Company shall have the right to assign employees to two or more jobs in any given period; provided, however, that if an employee is assigned to work in a job

carrying a higher rate than his regular job for four consecutive shifts in a regular work week, said employee shall receive the rate of pay of that higher job for all hours worked in that payroll week.

F. When a reduction in the work force (layoff) becomes necessary, the Company shall determine which employee(s) must be laid off. Those employees who have in the discretion of management the least qualifications, skills and abilities to perform the work that remains shall be laid off. Where two candidates for layoff have, in management's sole discretion, relatively equal qualifications, skills and abilities to perform the work that remains, the junior employee in seniority shall be laid off.

In applying the foregoing, the parties agree that the following principles shall apply:

1. They recognize that the production sequence can be dramatically altered at many of the site locations and with many of the nursery crops, in order to greatly maximize production with relation to labor expense. Therefore, a temporary production crew may be hired by the Company at any time for a 2-4 week period to plant and fill up a yard under the auspices of that yard's permanent supervisor; and then, upon completion of that planting phase, the Company may return the care and maintenance of the yard to the supervisor and a greatly reduced or "skeleton" staff responsible for the care and watering of the crop until it reaches maturity. The size of that staff shall be determined by the Company in its sole discretion. Temporary or "seasonal" workers may be "invited" in once or twice a year by the Company as temporary Nursery Production Workers, at minimum wage, and then be laid off until another production cycle comes due. Transition to this new operational technique may be initiated by significant layoffs, in accordance with this Section F, at locations that are presently full, to start the process.

2. (a) If business returns to such a level permitting recall of any laid off employee who still retains seniority under Paragraph C.6 above, the same rules in reverse shall govern the recall as governed the layoff under Paragraph F above. The Company shall determine the number to be recalled and shall determine which eligible laid-off employee possesses the qualifications, skills, and abilities to perform the work which became available.

(b) The Company must first attempt to recall all laid off employees retaining seniority under Paragraph C.6 above for a period of time up to three months. After that the Company is not obligated to recall a laid off employee in lieu of hiring any new employee.

3. The selection by management of persons to be laid off under Paragraph F above shall be grievable under Article 6 if the choice was made arbitrarily or as a result of favoritism.

4. "Skills, qualifications and abilities" as used in this Agreement mean work experience with the Company, other work experience, work output, conduct, initiative, attendance record, aptitude, adaptability, dependability, skill, efficiency, and attitude.

G. Posting and Bidding:

1. Promotions within the bargaining unit shall essentially reflect the concept of consideration and opportunities for advancement on the basis of experience, demonstrated skills and abilities to learn new tasks and seniority, as determined by management. Whenever a vacancy occurs in a job classification higher than Nursery Production Worker, such vacancy shall be posted on the Company's bulletin board. A copy of such posting shall be provided to the Union. The posting shall be made at least five (5) working days before the vacancy is filled; provided, however, that the vacancy may be filled on a temporary basis by the Company during this posting period.

2. Non-probationary workers desiring consideration for the job will so indicate by signing the posting.

3. The worker with the most Company seniority who can reasonably be expected to perform the job, based upon demonstrated skills and abilities, as determined by management, will be given the first opportunity to fill the vacancy. For purposes of this Section, demonstrated skills and abilities shall not necessarily require that the worker have previously performed the job being applied for, although the Company may consider the extent to which such may have occurred. The Company will not make this decision arbitrarily. Workers on layoff who have acquired Company seniority shall also be eligible to fill vacancies.

ARTICLE 5

GRIEVANCE AND ARBITRATION PROCEDURE

A. 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.

B. A Grievance Committee of up to three (3) workers may be established by the Union, one (1) of whom may also be designated

as a Steward, and no more than two (2) of whom may participate in the processing of a given grievance. Unless otherwise mutually agreed, all processing of grievances shall be during nonworking time. In making this determination, due consideration shall be given to the nature of the grievance and whether operations would be unduly interrupted on that given day by the processing of the grievance during working time. In the event the grievance meeting is not conducted during working time, it shall be held either immediately before or after a work day or during an authorized break period. Aggrieved workers shall have the right to be present at each step of the grievance procedure. In grievances involving more than one (1) employee, two (2) such employees may be present at the grievance meetings.

C. At the request of the Union, the Company shall, where practicable, have the involved supervisor present at each step of the grievance procedure where such attendance is necessary and relevant to the specified grievance.

D. First Step: Any employee 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. The Company shall provide a verbal response to the grievance within three (3) working days after the First Step meeting. 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 fifteen (15) calendar days from the event giving rise to the grievance by the grieving party shall constitute a waiver of such grievance; a grievance over a discharge which is not filed and served in writing within five (5) work days from the date of discharge shall similarly be deemed waived.

E. Second Step:

1. Within five (5) work days of receipt of the written Second Step grievance, the parties shall meet to discuss the grievance in a meeting between the Grievance Committee and the Company representative designated to resolve such matters. A representative of the Union may also participate in such meetings. If the grievance is not satisfactorily resolved in such meeting, the Company shall mail a written response to the Union regarding its position and reasons therefor within five (5) working days after the conclusion of the Second Step meeting. Failure to so respond within such time period, or any extension thereof, shall constitute a waiver of any defense to the grievance.

2. In the case of all grievances not expressly stated in the Third Step below to be subject to arbitration, the Company response shall be final and binding upon the employee, the Union, and the Company. No appeal thereof, to arbitration or any other tribunal, may be taken. In such cases where a grievance is not

appealable to arbitration, the provisions of Article 7 below [No Strikes] may be suspended by the Union, by written notice to the Company, for a period of up to 90 days, if it or the grievant is dissatisfied with the Company's last answer under this Step Two and it desires to direct the employees to take economic action against the Company in an attempt to persuade it to change its position to comport with the grievant's position. If the matter is not resolved by the end of that 90-day period, Article 7 shall again apply.

F. Third Step: Within twenty (20) calendar days of receipt of the Second Step written response on a grievance complaining of the rate set for a new job under Article 13, Section B below of this contract; the grieving employee must provide written notice to the Company of intent to arbitrate. Failure to do so within said time limit shall waive the grievance. The parties shall make a good faith effort to agree on a permanent arbitrator whose duty it shall be to decide upon any grievance as authorized herein. In the event the parties are unable to agree upon a permanent Arbitrator, they shall select an arbitrator from a list of eleven (11) persons submitted to the parties by the state Mediation and Conciliation Service, according to standard selection procedure, by alternately striking names. The Union shall strike the first name in each case.

1. 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 of this Agreement. The arbitrator shall have 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 Company or Union property as necessary and relevant to the resolution of specific grievances, providing no interference with the business of either party results.

2. Unless otherwise mutually agreed, all testimony taken at arbitration hearings shall be under oath. Reporting and transcription shall be at the option of the parties, and shall be paid for by the party(ies) so requesting a transcript. The arbitrator's expenses and fees, and the fees of a hearing room, shall be paid by the losing party. If a question arises as to the identity of the losing party, this shall be decided by the arbitrator hearing the grievance then in dispute. All other expenses incident to the arbitration shall be borne by the party incurring them.

3. Should the Company refuse to participate in any steps of the grievance machinery, where the grieving employee has complied with the procedural requirements thereof, the grieving employee 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 misunderstandings as to the existence of a dispute.

4. Grievance Conciliation: In those instances where the grievance remains unresolved following the Second Step answer, the parties may, by mutual agreement, refer the matter to a conciliation/mediator of the state Mediation and Conciliation service to conduct grievance conciliation. The conciliator/mediator and the parties shall use their best efforts to resolve the dispute as an alternative to arbitration. Where this method is used, the time limit for agreement on referral to grievance conciliation shall be fifteen (15) calendar days from receipt of the Second Step written response; the time limit for subsequent referral to arbitration shall be five (5) days from the conclusion of the grievance conciliation. Settlement offers made during grievance conciliation shall not be admissible during any subsequent arbitration. Costs, if any, of grievance conciliation shall be borne equally by the parties.

G. Expedited Grievance and Arbitration Procedure: The grieving party may elect to waive the initial steps of the grievance procedure and invoke an expedited procedure to have an unresolved grievance regarding an alleged violation of Article 13, Section B immediately heard before an arbitrator, but in any event, not later than three (3) calendar days (excluding Saturdays and Sundays) after the day on which the grieving employee notified the Company in writing that the grievance, having first been reduced to writing, must be expedited. The parties agree to meet in the time between such notification of the invocation of the expedited procedure and the hearing before the arbitrator in an attempt to resolve the grievance. The duties and the authority of the arbitrator shall be the same as in Section F above. If mutually agreed, the arbitrator shall issue a bench decision, but in any event will issue a written decision within twenty-four hours of the close of the expedited hearing.

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

I. In the event that there is a work interruption of any kind, the parties agree to make an immediate joint effort to end such interruption, which may include contacting a mediator. The mediator shall order an end to such interruption, personally if possible, or by telephone, and shall immediately attempt to resolve the dispute. This in no way alters the obligation or liability of either party under this Agreement.

ARTICLE 6

STRIKES AND LOCKOUTS

A. The Company and the Union agree that the grievance and arbitration procedures provided for herein are adequate to provide for a fair and final determination of all grievances arising during the term of this Agreement and that such procedures shall be the exclusive remedy for such grievances.

B. During the term of this Agreement, employees covered by this Agreement shall not engage in any strike, slowdown, sit-down, work stoppage, boycotts, or picketing against the Company, and neither the employees, the Union, nor any officers, agents or representatives of the Union shall authorize, assist, encourage, condone, ratify, or lend support to, or in any way participate in any such activities.

For purposes of this Article, a "strike" shall mean any action by the Union or the employees it represents, collectively, which, for any reason or cause, during the term of this contract, calls or engages in, sanctions or assists in, or causes, provokes, or takes part in, any strike, picketing, boycott, sit-down, concerted cessation of work, slowdown, stoppage or other curtailment of or interruption of work in or about any place in which the Company is engaged in business.

C. The Company agrees not to engage in any lockout during the term of this Agreement. For purposes of this Article, the following shall not be considered a lockout: reduction in work, due to a decrease in volume in business, lack of sales, or conditions beyond the control of the Company.

D. This Article shall not be circumvented by any subterfuge. A refusal to work by two or more employees shall constitute concerted action and a strike. The Company agrees that the Union shall not be liable for actions of individuals who violate Section B above if the Union takes such action as may be requested by the Company to help carry out the operations of the Company, including the following: prompt repudiation of such action by instructing the employees within 24 hours to discontinue such conduct and return to work; joint notification with the Company through appropriate media that such conduct is in violation of the Agreement and not authorized or condoned by the Union; and instruction of employees not involved in the stoppage of work to do all things necessary to carry out the operations of the Company. But failure of the Union to take the aforesaid steps shall render the Union liable to the Company for all damages or losses of any character suffered by the Company as a result of such violation, and the Company shall be entitled to recover reasonable attorneys' fees in any action or proceeding to recover such damages, or to obtain specific enforcement of this contract. The foregoing remedies are cumulative and are in addition to all other penalties or enforcement measures available

under law or this Agreement. The Company shall not be obligated to negotiate on the merits of any dispute which gave rise to the stoppage or curtailment of operations until same has ceased.

ARTICLE 7

DISCIPLINE AND DISCHARGE

A. The 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. Among the causes for immediate termination shall be falsification of a Workers' Compensation claim and/or the basis therefor; theft (unauthorized use of Company property, conversion of Company property to the employee's own use, or possession of another employee's property on Company's premises without permission); intoxication or drinking intoxicating beverages on Employer's premises, possessing; using or being under the influence of dangerous or habit-forming drugs; improper use of equipment; falsification of material information on employment application; intentionally punching another's timecard; promoting or participating in gambling on Company premises; insubordination; fighting on Company premises; breach of posted or published Company rules; failure to perform work satisfactorily; other acts in employee's conduct or work performance that are detrimental to the welfare of his fellow employees or the business of the Employer; and violation of Article 7, Section B.

B. Prior to any discharge or suspension, the Company shall notify the designated Steward or other Union official, and such Union representative shall have the right to be present when formal charges are made, if he/she so desires; provided, however, that if a situation occurs wherein the Company deems it necessary to take immediate action, such as when the safety of employee(s) is in issue, and no Steward or Union representative is available, the Company may take such action and must thereafter give written notice to the Union within the time limit set forth in Section C below.

C. The designated Steward or other Union official shall have the right to interview discharged workers in private so long as such interview does not interfere with work requirements. Within two (2) working days following any discharge for just cause, the Union will be notified in writing as to the reasons for such discharge. With respect to disciplinary action resulting in suspension, the Company shall notify the Union representative of the suspension within a reasonable period of time following its issuance.

D. Written warning notices over twenty-four (24) months old shall not be considered in assessing future disciplinary action.

ARTICLE 8

LEAVES OF ABSENCE

A. A leave of absence without pay shall be granted regular year-round workers who have completed one (1) year of employment with the Company for any of the following reasons, without loss of seniority; provided, however, that a worker's Company seniority shall be adjusted pursuant to Article 4 by the amount of time he/she is on an unpaid absence over twenty (20) scheduled working days in a calendar year, calculated to the nearest half (1/2) day. Such absences over two (2) hours in a day shall equal one-half (1/2) day, and over six (6) hours in a day shall equal one (1) day:

1. For witness duty, in the United States, when subpoenaed.

2. Up to four (4) calendar months for pregnancy or other physical disability requiring absence from the job (plus any extension required by law to be granted, such as for pregnancy complications, or other protected categories). The Company may require substantiation by medical or other adequate proof and the worker shall notify the Company of his/her anticipated return date.

3. Leaves of absences shall be provided for under the statutory requirements of both State and Federal law with regards to maternity, disability and jury duty. All other requests for Leave of Absence will only be considered in the event of Medical Emergency, personal crises, or chemical dependency rehabilitation, evaluated by and upon the sole discretion of management. Documentation substantiating the request will be asked for. Management will consider two other kinds of Leave of Absence request under the same principles of evaluation and discretion. They are:

a. Bereavement Leave. Will be considered for bereavement-related loss within immediate family, specifically, 1) parent, 2) spouse, 3) sibling, 4) child. Length of absence will be decided upon at sole discretion of management and will require documents for verification.

b. Sick Leave. Unpaid sick leave will be considered based upon time of absence and medical verification (if requested), and will be decided upon at the sole discretion of management if more than three days of absence are incurred.

4. In unusual circumstances, a personal non-emergency leave of absence, for up to ten (10) calendar days, may be granted to a worker at the same sole evaluation and discretion of the Personnel Director as govern leave requests under Article 8, Section 3 above, upon written request fourteen (14) calendar days in advance thereof. The decision of the Personnel Director shall not be subject to review under Article 6 of this Agreement.

5. For a worker who serves in the United States military in accordance with applicable law.

B. Leaves for illness or physical incapacity may be extended by the Company based upon its same sole evaluation by and discretion of the Personnel Director as govern leave requests under A.3 above, for up to an addition two (2) calendar months if a request for such an extension is made by the employee, in writing, to the Company prior to the termination of the original leave. The company may require written verification of the basis for such a request.

C. If a leave of absence is found to have been obtained by fraud or misrepresentation, the employee will be subject to disciplinary action under Article 8 (Discipline and Discharge). The Company may request reasonable proof or verification of the basis for an employee's request for a leave of absence under this Article.

D. Leaves of absence under this Article, where more workers have applied for a leave of absence for the same period than can be reasonably spared by the Company, shall be allocated on the basis of the Company's needs and the order in which the leave(s) are requested by the workers, except in the case of a legitimate, valid emergency. Such requests shall not be made more than ninety (90) calendar days before the beginning of the leave of absence.

E. Jury Duty: A worker who has successfully completed the probationary period with the Company will be granted Jury Duty leave without pay for any days of work missed due to the performance of such service, to the extent required by law.

ARTICLE 9

SAFETY

A. The Company will continue to comply with all applicable laws relating to the health and safety of nursery workers and will not use any banned chemicals such as DDT, DDD, DDE, Aldrin, Dieldrin, EDP or TEPP.

B. The Company will continue to comply with applicable laws pertaining to the manner and timing of applications of chemicals and the re-entry time and will not permit or order

employees to reenter any area where an agricultural chemical has been applied until the legally safe re-entry time has passed.

C. No worker will be required to work in any work situation which would immediately endanger his health or safety. All workers shall be required to use and/or wear all protective equipment and/or clothing as required by applicable laws and Company rules and regulations.

D. In accordance with law, there shall be adequate toilet facilities readily accessible to workers that will be maintained by the Company in a clean and sanitary manner; furthermore, all workers who utilize such facilities shall ensure that they are left in the same clean and sanitary condition as they were upon entry by the employee.

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

F. Tools and equipment historically provided and necessary to perform the work, and protective garments as required by law to safeguard the health of or to prevent injury to a worker's person, shall be provided, maintained, and paid for by the Company. Workers shall be responsible for returning all such equipment which was checked out to them, but shall not be responsible for normal breakage, 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. Workers shall be trained in the proper use of said equipment, tools and clothing.

G. Adequate first aid supplies shall be provided and kept in clean and sanitary dust proof containers in centrally located areas.

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 the Company's expense when organo-phosphates are used and, if requested, results of said test(s) shall be given to the employee and/or authorized representative of the Union.

I. Employees will be notified of telephone calls involving medical and life-threatening emergencies.

ARTICLE 10

MANAGEMENT AND UNION RIGHTS

A. Management Rights:

1. The Company has and retains all inherent rights of management and the commensurate obligations and responsibilities, except as expressly and specifically limited or modified by some other provision of this Agreement and/or by law or government regulation. These management rights and integral operations and responsibilities include, but are not limited to: deciding the nature, scope, and location of the business; determining the products, quantities, and quality of items to be produced; developing and implementing design, operating and production techniques and methods, including introduction of new equipment and machinery that are safe, efficient and productive; planning for, assigning, training, and supervising all of the workers; implementing and enforcing work rules and rules of conduct; planning, determining, establishing and managing production and work schedules; deciding whether, where and when and by whom overtime is to be worked.

2. These rights, by way of example, include but are not limited to the following listed rights which are representative and characteristic of the customary and usual rights which are retained by the Company:

a. Direction of the working forces, including hiring, assigning, promoting, demoting, transferring, laying off for lack of work, and calling back employees.

b. Determination of work and rest schedules, hours worked per day and per week, products to be grown/processed or purchased, installation and operation of equipment and machines, ranch layout, methods of and schedules of performing work, tools and materials used, feeds and speeds, time and quality standards, where work is done, placement of work with subcontractors or any person or firm or corporation on-site or at any other place, increases or decreases in or changes or discontinuations of operations in whole or in part, technological alterations (revising either processes or equipment, or both), movement of operations in whole or in part to another location or locations; and whether to buy or grow products or sub-products.

c. Assignment or transfer of employees to and from jobs, ranches, machines, work areas, shifts, departments and crews as well as determination of the number of employees required at or in all of the above.

d. Determination of methods of financing, prices, site protection, number and location of ranches, technological changes, and delivery and shipment of products.

e. Establishment, modification, and enforcement of all policies, rules and regulations pertaining to employees' conduct, safety, efficiency, procedures and standards, and incentive pay plans, and pertaining to personnel administration, as well as the development and improvement of such.

f. Determination of ranch organization, supervision, number of employees supervised, number of departments, training and development of personnel, delegation of authority.

g. Maintaining discipline, including the suspending and discharging of employees for just cause.

B. Bargaining Unit Work; Supervisors and Others: Supervisors, management trainees, and others not included in the bargaining unit shall not perform any work covered by this Agreement, except for instruction, training, testing equipment, experimental and developmental work, emergencies, or as established by past practice prior to the execution of this Agreement.

C. Mechanization:

1. In the event the Company decides to mechanize any of its operations in any way that will result in permanent displacement of bargaining unit employees, the Company, before commencing such mechanical operations, shall meet with the Union to discuss the training of displaced employees to operate and maintain the new mechanical equipment, the placing of displaced employees in other jobs with the Company, the training of employees for other jobs with the Company, or the placing of such employees on a preferential recall list which the Company and the Union will use in conjunction with Articles 3 and 4, HIRING and SENIORITY.

2. Failure of the parties to reach agreement on the items referenced in Paragraph 1 above shall not entitle the Union to grieve the resultant dispute.

3. The pay rate for the new work shall be established as set forth in Article 13, Section B below.

D. Right of Access to Company Property:

1. Union representatives not exceeding the number specified in Section 2.d below shall have access to each Company ranch location no more than twice per month, either before or after working hours, and only after a 24-hour notice has been submitted to a designated Management Representative for the Company.

2. a. A visiting Union representative shall be required to report to the Company's designated supervisory

representative at the ranch to which access is to be taken, before taking access. The Company's representative shall escort the visiting Union representative(s) throughout his or their movement on Company property; provided that whenever the visiting representative(s) request an opportunity to talk with an employee privately, the escorting Company representative shall provide such opportunity by moving away to a location far enough distant that he cannot overhear the conversations between the employee and the Union representative(s), returning to his escort function only after it is signalled to him that it is permissible to do so.

b. Any visiting Union representative(s) may not visit/converse with more than one employee at any one time; and may not visit with more than three individual employees during any one visit at any one ranch authorized by Section 1 above. Additional employees wishing to convey information or questions to the visiting Union representative(s) shall, off work hours, convey same to an employee or employees of their choice, who shall be among the three employees with whom one of the visiting representatives is permitted to visit hereunder.

c. The Union agrees that the representative shall not in any way interrupt working conditions, and shall wear a valid Union identification badge at all times while on Company premises.

d. No more than three Union representatives shall visit a work site at any one time.

e. The Company shall not be responsible for or liable for accidental injuries sustained by Union representatives (non-Company employees) while on Company work sites.

3. 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. The Union shall promptly notify the company in writing of any change in the identity of its duly authorized and designated representatives, steward(s) and Grievance Committeemen.

E. Bulletin Boards: The Company will provide bulletin boards near each time clock, upon which the Union may post notices of Union business; provided, however, that such notices shall not be posted nor remain posted if in violation of any provision of this Agreement and they shall be signed by the representative(s) posting them. In addition, all such notices (except routine announcements) shall be presented to management for approval; and management may refuse to post any notice containing inflammatory or controversial texts.

F. Exchange of Information:

1. The Company agrees to furnish the Union, in writing, within three (3) weeks after the execution of this Agreement, a list of its employees covered by this Agreement, giving their names, addresses, Social Security numbers and job classifications.

2. Location of Company Operations: The Company shall provide the Union, upon request, with the exact locations of the Company's agricultural operations covered by this Agreement for use by Union representatives pursuant to Section E above.

3. Records: The Union shall have the right, upon reasonable notice given to the Company, to examine time sheets or other payroll records that pertain to the employees' compensation in case of a dispute pertaining to such matters. The Company reserves the right to have its representatives present during such inspection. No original record shall be removed by the Union or its representative(s).

G. Pledges of Cooperation:

1. Neither the Company nor its representatives nor any employee 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.

2. 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 will not discourage workers in the bargaining unit from actively supporting and participating in the collective bargaining and contract administration functions.

3. Neither the Company nor its representatives will interfere with the right of any worker to join and assist the Union. The Union shall not interfere with the right of any worker to limit his or her participation in the Union to the payment of non-discriminatory dues and to decline to assist the Union in any other fashion.

H. Claims that the Company violated any provision of this Article may be raised only by filing a grievance under Article 6; no claim may be filed with any government agency seeking to redress the alleged violation.

ARTICLE 11

HOURS OF WORK AND OVERTIME

A. Normal Workday and Workweek: The normal workday shall be as established by the Company on an as-needed basis, and the normal workweek shall be Sunday through Saturday.

B. Daily and Weekly Overtime: All employees shall be paid one and one-half times their regular rate of pay as overtime pay, as required by law (presently, for all hours worked by agricultural employees after ten (10) hours in any one day or sixty (60) hours in any workweek).

C. Employees shall have paid rest periods of ten (10) minutes in the middle of the first continuous work period of approximately (4) four hours or major fraction thereof and ten (10) minutes in the middle of the second continuous work period of approximately four (4) hours or major fraction thereof.

D. Lunch time shall be one-half hour and shall not be compensated for nor counted as hours worked under this Agreement.

E. Workers shall be paid their regular hourly rate of pay for all time they are required to remain on the job.

ARTICLE 12

WAGES AND WORKING CONDITIONS

A. Minimum starting wage rates for the respective classifications for employees employed as of the effective date of this Agreement shall be as set forth below:

Nursery Production Worker	\$4.25 per hour
Utility Worker	4.50 per hour
External Driver (if assigned exclusively to agricultural work for majority of payroll period)	7.00 per hour (+.05 flats)

All employees employed on the effective date of this Agreement shall receive an increase in pay of ten cents (\$.10) per hour. Those employed on the first anniversary date of this Agreement shall receive an increase in pay of five cents (\$.05) per hour, and those employed on the second anniversary date shall receive an increase of ten cents (\$.10) per hour.

B. New Work: Should the Company institute a new position or method of operation which does not fit within any of the existing job classifications, the Company shall set the wage in

relation to the classifications and rates of pay contained herein and shall give the Union written notice 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 mutually agreed upon between the Union and the Company, the same shall be submitted to the grievance procedure for determination beginning at the second step. Any rate agreed upon or as determined through the grievance procedure shall be effective from the installation of such new or changed operation.

C. Records: The Company shall keep full and accurate records, including total hours worked, piece rate or incentive rate records, if any, total wages and total deductions. Employees shall be furnished a copy of the itemized deductions, hourly rate, hours worked and total wages each payday. Payday shall be every other Friday.

D. The Company shall deduct federal and state income tax in accordance with standard practices, with scaled scheduled deductions for all employees agreeing in writing to such withholding. Such agreement shall be binding upon the employee during his employment with the Company, subject to his written revocation.

E. Opportunity for improvement and/or advancement for employees included in the above categories will be provided for by the implementation of a bonus program based solely upon achievement of excellence in performance standards and high marks on overall employee evaluations, with any such bonus to be awarded solely and exclusively at the discretion of management.

ARTICLE 13

VACATIONS

A. Eligibility: Each employee covered by this Agreement shall be eligible to receive a vacation with pay each year on the second anniversary of the employee's date of hire.

B. The vacation schedule is as follows:

After one year of continuous service: 1 week off without pay

After two years of continuous service: 1 week off with pay

C. Requests for leaves of absence connected to vacation time off shall not be automatically granted; but shall be processed under Article 8 (Leaves of Absence).

ARTICLE 14

HOLIDAYS

A. The following shall be considered paid holidays for the purpose of this Article:

New Years Day	July 4th
Labor Day	Thanksgiving Day
Christmas Day	

B. Each employee who qualifies for a paid holiday shall receive eight (8) hours pay at his/her regular hourly rate of pay during the pay period in which the holiday occurs for each such holiday. Any employee who performs work on a holiday for which he/she qualifies shall be paid straight time the above-mentioned rate for all hours worked on said holiday, in addition to receiving holiday pay.

C. When a holiday falls on a Saturday or Sunday, the preceding Friday or the following Monday shall be observed and paid as a holiday.

D. In order to be eligible for holiday pay as provided above, an employee must have completed the probationary period and must work the full scheduled workdays immediately before and after the holiday or otherwise be in a verifiable pay status (e.g., paid vacation).

ARTICLE 15

HEALTH AND WELFARE

The Company shall not be obligated, for the duration of this Agreement, to provide any covered employee with any medical plan covering him either in Mexico or the United States for either the employee or dependents.

ARTICLE 16

GENERAL PROVISIONS

A. Zipper Clause: The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject, or matter, not removed by law from the area of collective bargaining, and that all the understandings and agreements arrived at between the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore the Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated

to bargain collectively with respect to any subject or matter not referred to or covered in this Agreement, even though such subject or matters may not have been within the knowledge or contemplation of either, or all, of the parties at the time that they negotiated or signed this Agreement.

B. Limitations: Subject to approval of any Governmental Agency, if such approval is required, employees whose earning capacity becomes limited because of age, physical and/or mental handicap, or other infirmity, may be retained at a wage rate below the minimum wage scale of the appropriate job classification; each case to be decided on its merits and by mutual consent and agreement between the Employer and the Union.

C. Past Practices: Notwithstanding any other provision of this Agreement, any Company past practices of any kind which were in effect immediately prior to the execution of this Agreement, shall remain in effect if the Company, in its sole discretion, chooses to continue them.

D. Bargaining Unit Employees: The parties agree that this Agreement is binding on each and every member of the bargaining unit and management team and that each accepts full responsibility for carrying out all of the provisions of this Agreement.

E. Drug Searches: The parties hereby recognize that because the products grown and processed by the Company are delicate and perishable, and sell in large measure because of their attractive packaged appearance in the retailer's displays, and that preservation of those characteristics would be jeopardized if the responsible employees were utilizing or working under the influence of illegal or controlled drugs, they hereby agree that:

1. The Employer may search the person, clothing, possessions, lockers and cars of any employee, at any time, at random as decided by the Employer, for the purpose of detecting whether the employee possesses any illegal, or controlled drugs.

2. No action taken by Employer under this Section may be challenged by the employee or the Union, either via the Grievance Procedure, or otherwise.

F. Alcohol and Drug Testing:

1. The parties are concerned about the safety of Company operations and about providing all employees with a safe working environment. The health and safety of all employees is of prime concern to everyone within the Company, and to the Union.

2. The parties agree that possession, distribution, sale, purchase, and/or use of illegal drugs ("controlled substances") or alcohol in the workplace is contrary to their concern for the health, safety and well-being of all Company personnel. It is the parties' joint policy under this Agreement, therefore, that the possession, distribution, sale, purchase, and/or use of alcoholic beverages and controlled substances by employees during working hours, on Company property or at work sites away from Company property, is prohibited. For the purposes of this provision, "working hours" include rest periods and meal periods.

3. The legal use of prescribed drugs, consistent with the prescribing doctor's instruction, is not prohibited. Also, the use of over-the-counter drugs is permitted. While these drugs may be legally obtained and used, many of them may cause a sleep inducing or narcotic effect. If an employee is taking or is anticipating taking any legal drugs that may affect his ability to perform his job, he shall notify his Ranch Manager of the situation. Failure to do so may be cause for disciplinary action, up to and including termination.

4. a. If the Company has reasonable cause to suspect any employee of being under the influence of or abusing alcohol or controlled substances on duty or prior to going on duty, the employee may be asked to report to a Company-designated physician or medical clinic, on Company time and at Company expense, for a fitness-for-duty examination. This will involve appropriate testing, including possible urine or blood screens as determined by the physician.

b. "Reasonable cause" includes, but is not limited to:

i. Involvement in or responsibility for, a work-related or industrial accident that caused, or could have caused, serious injury to Company property, to the employee, to a co-worker, or any other person.

ii. The employee's work or work habits appear to be impaired in the judgment of the immediate supervisor, any company representative, or a member of the public (for those employees in jobs requiring contact with the public).

iii. Employees who are requested to submit to a drug or alcohol test will be asked to sign a consent release form authorizing the physician to perform the test.

5. The parties also recognize that an employee could be using controlled substances or alcohol on Company property, to the detriment of himself or fellow employees or Company property, for a substantial period of time without any of the incidents constituting "reasonable cause" to test him under subsection 4 above occurring. Therefore, to minimize this risk, the parties

also agree that at any time within a period of one year after any employee tests positive for the use of controlled substances or alcohol under subsection 4 above, the Company may send any employee or employees for testing, under the procedures set forth in subsection 4 above, at any time; with both the time and selection of the employee(s) to be tested to be determined at random by management, in its sole discretion, as it deems necessary for the welfare of the work force as a whole.

G. Waivers: Waiver of any breach or condition of this Agreement by either party shall not constitute a precedent against further enforcement of the clause or provision so waived.

H. New Or Revised Jobs:

1. At such time as the Company changes the job content of an existing job, or adds new work covered by the Union's certification which was not previously performed by bargaining unit employees, said work shall become or remain bargaining unit work and the Company and the Union shall meet to determine the appropriate rate of pay for such work.

2. If agreement is not reached in such negotiations, all unresolved issues in regard to the appropriate rate of pay for the new or changed work shall be submitted to final and binding arbitration under Article 6 above of this Agreement. The arbitrator shall decide the correct rate for the work in question by taking evidence on and evaluating its similarities to other preexisting bargaining unit work in terms of skills and experience required, difficulty of the work, relationship to other work, etc., and setting the rate for the new work at a level that bears a fair relationship to the pay rates of other unit jobs based on those factors.

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

J. No Discrimination: In accordance with past and present policies of the Company and Union and subject to applicable California and Federal laws it is agreed that there shall be no discrimination against any employee because of race, age, creed, color, religion, sex, political belief, physical handicap or national origin. The parties further agree to the continuation of the Company's hiring policy in compliance with applicable federal laws and regulations. Finally, the parties agree that it is desirable that workers have the basic ability to communicate in English in order to ensure an efficient and safe working environment and, to that end, the parties will jointly institute a program for the benefit of current workers who do not presently possess such ability.

ARTICLE 17

TERM OF AGREEMENT

This Agreement shall be in full force and effect from _____, 1994 through _____ 1997, and shall automatically renew from year to year upon expiration, unless either of the parties shall have given notice in writing to the other party at least sixty (60) days prior to the expiration date, requesting negotiations for a new agreement, together with other notices as required by law. During the period of renegotiations, all terms and conditions of this Agreement shall remain in full force and effect.

ARTICLE 18

ENTIRE AGREEMENT

A. The parties agree that this Agreement, and other documents executed contemporaneously herewith, constitute the entire Agreement between them governing wages, hours, and conditions of employment of workers covered by it during the term hereof, and settles all demands and issues on all matters subject to collective bargaining.

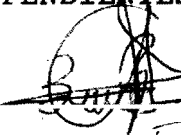
B. In the event any portion of this Agreement shall become ineffective as a result of any applicable local, state or federal law, only that portion of this Agreement so affected shall be ineffective; in no event shall the fact that a portion of this Agreement is inapplicable or illegal in accordance with such laws, render the remainder of this Agreement ineffective or work a termination.

ACCEPTED AND AGREED this _____ day of January, 1994, to be effective on the date set forth in Article 17 above.

ALTMAN SPECIALTY PLANTS, INC.

TRABAJADORES AGRICOLAS UNIDOS INDEPENDIENTES

By: _____

By:  _____
Title: President

Title: _____