

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

UNITED FARM WORKERS OF AMERICA AFL-CIO

AND

COUNTRYSIDE MUSHROOM, INC.

August 29, 2003 thru August 28, 2008

## *1. RECOGNITION*

### *1.1 PARTIES TO CONTRACT*

#### *1.11 EMPLOYER PARTY TO CONTRACT*

The employer entering this agreement is Countryside Mushroom, 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 July 11, 2003 in case Name Countryside Mushroom, Inc., Case number 03-RC-1-SAL.

The Company voluntary reconizes the union as the sole and exclusive bargaining agent to negotiating wages, hours and conditions of employment on behalf of Paking shed workers. Picking shed workers shall be governed by the National Labor Relations Act.

#### *1.15 RECOGNITION OF UNION IN NEW LOCATION*

If the employer extends its operations into other states, this agreement shall cover agricultural workers and Paking Shed 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 another, 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

## *1.18 PLEDGES OF COOPERATION*

The Company nor the Union and its representatives will not take any action to disparage, denigrate, or subvert the Company or the Union, nor will the Company promote or finance any labor organization, including any competing labor organization.

## *2. UNION SECURITY*

### *2.11 UNION SHOP*

#### *AGRICULTURAL WORKERS*

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.

#### *PACKING SHED WORKERS*

The Company will advise new workers that they must become a member of the Union immediately following thirty (30) days from the effective date of this agreement, or thirty (30) days after the beginning of their employment, whichever is later, and to remain a member of the Union. Otherwise, as provided by the National Labor Relations Act.

### *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 agrees 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) 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.

The report shall include the worker's name, social security numbers, and amount of Union dues deducted during such pay periods from each worker. Complete mailing directions and information for such report will be supplied by the Union.

## 3. HIRING

### 3.11 REFERRAL HIRING PROVISIONS

The Union shall maintain and operate a Hiring Hall located at a centralized location in which the Employer shall secure new or additional workers.

When new or additional workers are needed, the Company will inform the Union of the number of workers needed, type of work to be performed (classification), the type of skills required and the duration thereof at least one week in advance of the anticipated date of hire.

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

In the event the Union can not provide the Company with new or additional workers, the Employer may secure workers from another source.

## 4. SENIORITY

### 4.1. DEFINITION OF SENIORITY

Seniority shall be defined as length of continuous service with the company. After the worker has worked fourteen (14) days with the company, he/she will have acquired seniority.

Seniority will be lost for the following reasons:

1. Voluntary quitting
2. Discharge for just cause
3. Promotion to a supervisory or other non-bargaining unit.

#### 4.11. PERIODIC REVISION OF LIST

Within two weeks of the signing of this agreement and every three months thereafter the company will furnish the union with one (1) copy of a seniority list. 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, classification seniority date, company seniority date and current address and phone number.

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 shall provide the Union with a (72) seventy two hours notice prior to any lay-offs.

In the event there is a permanent reduction of bargaining unit jobs, workers shall be laid-off in order of their company seniority date, provided they are able to perform the work.

#### 4.14 ROLE 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.

CLASIFICATION

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#### 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. A copy of this letter will be sent to the union on the same day. In case of an emergency the employer shall give workers no less than 72 hours notice prior to such reporting date. However, if this situation occurs the worker shall not lose their seniority provided they report within a 2 week period.

## *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 than the general labor rate, the job will be posted.

### *4.17 LENGTH OF POSTING*

Such posting shall remain on the bulletin board for seven (7) consecutive work days. All applications must be received within the posting period in order to be eligible.

### *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 NEW/CHANGED CLASSIFICATIONS*

In the event that the company chooses to implement a new or changed job classification, the company will notify the union in writing before the new or changed classification takes effect. The company will also notify the union of the proposed wage rate for such new or changed classifications. If the union is dissatisfied with the rate proposed by the company, the union will notify the company and the parties shall meet to negotiate a new rate. If the parties do not reach an agreement, the matter shall be submitted to the grievance and arbitration procedure at step three. The work will continue under the conditions and at the rate set forth by the company pending resolution of the arbitration. If an arbitrator decides that the company's determination was erroneous, the new rate will be paid retroactive from the date the new rate took effect.

## 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 its 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 there with 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 its 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 LIMITATIONS*

Warning notices issued by the employer imposing disciplinary action for violations of company rules shall have no force or effect after nine (9) 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 forty-five (45) days shall be granted by the company. No more than four (4) workers shall take a personal leave at any time and no more than two (2) workers per department.

Employees that are unable to return by the date of the end of their leave for valid reasons may call the company to obtain an reasonable extension, such extension shall be no longer than 2 weeks.

*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 bargaining unit 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 two (2) workers per department.

#### *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.

#### *8.20 JURY DUTY/ WITNESS DUTY*

All employees summoned to serve on jury duty or as a witness in a court case must give their supervisor and the office reasonable notice regarding the requirements to serve. A copy of the summons to serve must be given immediately to the manager.

Evidence of jury or witness duty attendance must be verified by the office. The employee is expected to report for work on those dayd or parts of days when excused from jury or witness duty or when jury or witness duty does not conflict with their work schedule. It is the employee's responsibility to keep the office informed about the amount of time requerid for jury or witness duty. The employer shall pay for the difference between

jury duty pay and the employees regular hourly rate for each regularly scheduled work day they are required to serve on jury duty.

## *9. WORKING CONDITIONS AND SAFETY*

### *9.1 SAFETY AND HEALTH*

#### *9.12 COMPLIANCE WITH HEALTH AND SAFETY STATUTES*

The company will comply with all applicable laws relating to the health and safety of all workers. Restrooms should be cleaned every two days.

#### *9.13 HAZARDOUS WORK*

No employee will be required to work when doing so would immediately endanger his/her health or safety.

#### *9.14 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.

#### *9.15 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 illness occurring while at work.

## *FACILITIES AND SERVICE*

#### *9.16 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.

If an employee is injured during working hours to the extent that medical care is required, the Company agrees to pay the employee's wages for any "lost time accident" for the date of injury based upon the number of hours the employee would have worked that day at his/her regular hourly rate or the employee's piece rate earning for that day.

#### *9.17 SERVICES AVAILABLE TO WORKERS*

There shall be adequate toilet facilities, separate for men and women, in the area 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 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.

*9.18 NO DISCRIMINATION*

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

*9.19 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*

*EB* Union representatives shall be able to visit workers in the Company's property when necessary. *HOWEVER THE UNION REPRESENTATIVE SHALL NOTIFY THE COMPANY AS EARLY AS PRACTICAL. EB*

*10.13 BULLETINBOARD*

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*

Ten (10) hours per day and sixty (60) hours per week shall be the standard number of hours of work for piece rate and hourly workers.

The normal work day for packing shed workers shall consist of eight (8) hours per day and forty (40) hours in any regularly scheduled work week.

*11.12 OVERTIME*

Any work performed on the 7<sup>th</sup> consecutive day shall be compensated at the rate of double time.

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. This language does not apply to pickers/Contract.

#### *11.13 SUPERVISORS AND BARGAINING UNIT WORK*

Employees excluded from the bargaining unit as described in Article 1.16 of this agreement will not perform work regularly performed by employees in the bargaining unit except for instruction, training and past practice.

#### *11.14. NON-PRODUCTIVE TIME 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. The Company shall not use meal time breaks for the purpose of moving the workers to another job-site, or any other related work activity.

#### *11.15 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.

#### *11.16 WAITING TIME PAY*

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

#### *11.17 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 four (4) hours.

#### *12. SAVINGS CLAUSE*

*12.11* 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 termination.

#### *12.12 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.

### 13. VACATIONS

#### 13.1 ELIGIBILITY REQUIREMENTS

##### 13.11 LENGTH OF VACATION TIED TO LENGTH OF SERVICE

Each employee covered by this agreement shall be eligible to receive a vacation with pay each year on the anniversary of his/ her continuous employment with the Company in accordance with the following schedule.

Service	Vacation	Pay
One year to three years	One week	2%
Three to Six years	Two weeks	4%
Six years and more	Three weeks	6%

##### 13.12

An employee whose employment terminates will receive prorated vacation pay earned in accordance with Article 13.11.

### 14. HOLIDAYS

#### 14.11 DAYS OBSERVED AS PAID HOLIDAY

The following shall be considered holidays for eligible employees:

July 4<sup>th</sup>

Labor Day

Thanksgiving Day

December 25<sup>th</sup>

Cesar E. Chavez Day, March 31

August 29, 2004

Presidents' Day

August 29, 2005

May 5<sup>th</sup>

August 29, 2006

##### 14.12 PAY FOR HOLIDAY NOT WORKED

Qualified workers shall receive 8 hours pay of their normal rate of pay for each of the above mentioned holiday.

##### 14.13 PAY FOR HOLIDAY WORK

Any work performed on the above listed holidays shall be paid for at a rate of one and one half (1½) times their regular rate of pay.

##### 14.14 ELIGIBILITY

To be eligible for a paid holiday, the employee's will be required to work the last regularly scheduled work day before the holiday and the next regularly scheduled work day after the holiday and the holiday if so scheduled.

15. MEDICAL PLAN

15.1 Starting with September 1, 2003, the Company will pay 100% of the cost of the medical plan to provide medical benefits to the workers and their dependents. The medical plan that the Company will provide is with Kaiser 000034991-0000.

Prescriptions: \$400 single, \$800 family *Country side self funded \$5.00 co-pay*

Dental Plan: Starting on September 1, 2004, the Company agrees to pay 100% for dental coverage (contributions) for a plan agreed to by the parties that will cover at least 80% of the total cost of the benefits with the workers paying the balance of 20%.

Vision Plan: Beginning on September 1, 2005, the Employer agrees to pay 100% of the contributions to a vision plan agreeable by both parties and shall maintain the same level of benefits for the duration of this Agreement.

*B agree*  
If the cost of the medical plan increases by more than 15% in any year of the contract, the parties agree to meet and discuss other alternatives including but not limited to:

1. Change the level of benefits
2. Change medical plan, look into other areas of the contract where monies can be allocated into the plan.

17.11 - WAGES

JOB CLASSIFICATIONS	9/01/03	9/01/04	9/01/05	9/01/06	9/01/07
Maintenance #1	13.45	13.70	13.95	14.20	14.45
Maintenance #2	8.00	8.25	8.50	8.75	9.00
Machine Operator #1	8.70	8.95	9.20	9.45	9.70
Machine Operator #2	8.00	8.25	8.50	8.75	9.00
Night Attendant	8.00	8.25	8.50	8.75	9.00
General Labor	7.20	7.45	7.70	7.95	8.20
Pickers(Piece Rate)per lbs (Non Portabello)	.145	.16	.17	.18	.19

The current workforce shall receive the above rates or \$0.45 increase the first year fo the contract whichever is greater.

17.12 If the situation arises where the Company needs to assign a worker(s) to perform work in another classification he/she shall be paid their regular or average rate of pay. If the rate of pay is higher then the worker shall be paid the higher rate; however if the picker is assigned on a non-picking time he/she shall be paid the rate of the classification that he/she is assigned to. *when no picking is available*

19 DURATION

19.11 This agreement shall be in force and effect for a period of five years from August 29, 2003 thru August 28, 2008. 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

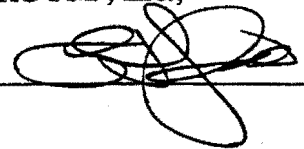
State Conciliation Service. During this sixty (60) day period all terms and conditions of this agreement shall remain in full force and effect.

This Agreement is executed on this 29 day of August 2003

United Farm Workers of America, AFL-CIO

COUNTRYSIDE MUSHROOM, Inc.,

Lewis DiCecco



Abel Barragan

Casimiro Alvarez  
Albergo Barragan  
Alonso Gonzalez  
Clotilde Perez



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