

AGREEMENT

between

MAJOR FARMS, INC.

and

GENERAL TEAMSTERS UNION LOCAL 890

October 20, 2005 through October 19, 2009



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PREAMBLE

THIS AGREEMENT is made and entered into by and between MAJOR FARMS, INC., (hereinafter referred to as the "Company"), and GENERAL TEAMSTERS UNION, LOCAL 890, affiliated with the International Brotherhood of Teamsters, (hereinafter referred to as the "Union"), acting for and on behalf of the hereinafter designated employees of the company as their exclusive collective bargaining agent pursuant to Agricultural Labor Relations Board Certification No. 84-RC-8-SAL, dated September 25, 1984.

ARTICLE I - RECOGNITION

1.1 Independence of Negotiations. The Company and the Union agree that this contract is a separate contract between them, and that, as of the date of this Agreement's execution, MAJOR FARMS, INC. is not a member of any multi-employer negotiating group. The contracting parties further agree that negotiations under and interpretations of this contract shall be independent of any multi-employer or industry-wide negotiations that the Union might undertake with other employers. The parties further agree that only employees of the Company may vote on this contract and matters relating to it.

1.2 Scope of Union Recognition.

A.) This Agreement shall cover all agricultural employees of the Company in California as defined by the Agricultural Labor Relations Act, Section 1140.4(b). Also included are agricultural employees employed by the Company that would, under Federal precedent, be considered the alter ego or the joint employers of the Company.

B.) The Company does hereby recognize the Union as the sole labor organization representing all the Company's agricultural employees in the unit set forth in the Agricultural Labor Relations Board Certification Case No. 84-RC-8-SAL.

C.) Excluded from coverage are supervisors as defined by the Agricultural Labor Relations Act of 1975, Section 1 140.40) except crew leaders who do not have the authority to exercise independent judgment in the course of their supervisory duties shall be covered; office clerical employees; security guards; and employees covered by another Union contract.

D.) In the event the Agricultural Labor Relations Board shall, within the term of this Contract, certify any other employees not here included as within the bargaining unit, such employees shall be included under the terms of this Agreement.

1.3 Assignability. The rights and obligations granted to and assumed by the Union cannot be assigned to any other labor organization without the written consent of the Company. For purposes of this Agreement, the Union is a separate and distinct labor organization from other locals affiliated with the International Brotherhood of Teamsters, and its Western Conference and from the International Brotherhood of Teamsters and Western Conference of Teamsters themselves.

ARTICLE 11 - UNION SECURITY

2.1 Union Membership.

A.) It shall be a condition of employment that all employees of the Company covered by this Agreement who are members of the Union on the effective date of this Agreement shall remain members. Those who are not members on the effective date of this Agreement shall, on the fifth (5th) calendar day following the effective date of this Agreement, become and thereafter remain members of the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the fifth (5th) calendar day following the beginning of such employment, become and thereafter remain members of the Union.

B.) The Company shall furnish employees, at the time of hire, membership applications and dues checkoff authorization forms as provided by the Union. The Company shall also advise new employees that it is a condition of their employment that they must become members of the Union within five (5) calendar days after the date on which they are hired and thereafter remain members of the Union. An employee who fails to become a member of the Union or whose membership in the Union is terminated because of failure to tender the initiation fees, periodic dues, or assessments uniformly required by the Union, shall upon written request by Union to the Company, be discharged and shall not be reemployed until the Union notifies the Company in writing that the employee has paid such dues, and initiation fees.

2.2 Notification of New Employment. The Company shall make available at the Company's office to an authorized Union representative, a weekly listing of new hires by classification, Social Security number, and date of hire; said list shall indicate whether or not the new hire has submitted a union membership application and dues deduction authorization through the Company.

2.3 Non-discrimination. There shall be no discrimination in hiring or in condition of employment based upon race, religion, color, age, sex, creed, or national origin. It is agreed that this obligation includes, but is not limited to the following: hiring, placement, upgrading, transfer, or demotion, recruitment, advertising, or solicitation for employment, treatment during employment.

2.4 Check-Off of Union Dues. Upon written authorization by the employee, the employer shall deduct all initiation fees, dues, and/or uniform assessments from the check of the employee and forward such deductions to the office of the Union by the 10th day of each month.

2.5 Inspection Privileges. Authorized agents of the Union shall have access to the employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the Company's working schedule. The Union shall furnish the Company a list of names designated by the Union to act as official representatives. Prior to taking access pursuant to this section, however, the Union shall notify the foreman (or other

Company official) of the Union's purpose, identify himself, and, if requested, furnish proper identification.

2.6 Bulletin Board. The Company shall provide a bulletin board at suitable conspicuous locations of the premises upon which the Union may post notices.

2.7 Invalid Provisions. Should the provisions contained in 2.1 or 2.2 of this Article II become unlawful, the parties agree to modify said provisions so as to provide the maximum union security and checkoff allowed by law.

2.8 Shop Steward. There shall be one (1) designated union shop steward for all bargaining unit employees at Major Farms' Ranch.

ARTICLE III - RIGHTS OF MANAGEMENT

3.1 Direct Work Force. All functions, rights, powers and authority, which the Company has not specifically modified by this Agreement, are recognized by the Union as being retained by the Company, including, but not limited, to the exclusive right to direct the work force, the means and accomplishments of any work, the determination of the size of crews or number of employees and their classifications in any operation, the right to decide the nature of equipment, machinery, methods or process used, introduce new equipment, machinery, methods or process used, introduce new equipment, machinery or process, and to change or discontinue existing equipment, machinery, methods or processes.

A.) The Company shall have the right to discharge employees subject to the grievance provisions set forth in Article XII of this Agricultural Agreement.

B.) Employees shall be subject to discipline, including suspension or discharge, by the Company for insubordination, theft, intoxication, proven dishonesty, violation of terms of this Agreement, or failure to observe safety rules and regulations and the Company's house rules, which shall be conspicuously posted.

3.3 Company Rules and Regulations.

A.) The Company has the right to establish such reasonable company rules and/or regulations (hereinafter referred to as "rules") as it deems necessary provided that such rules are not contrary to the terms and conditions of this Agreement. These Company rules shall be posted in a conspicuous place, where they will be seen by the employees concerned.

B.) The Company agrees that within a reasonable time before new rules or changes to existing Company rules become effective, a copy shall be provided to the Union and the Union shall have the right to object. Any objection must be specific as to what rule or rules are being objected to.

C.) In the event the Company and the Union cannot agree on such rule or rules, the dispute shall be subject to Article XII - Grievance Provisions.

ARTICLE IV - MECHANIZATION

In the event the Company anticipates mechanization of any operation of the Company that will permanently displace workers, the Company, before commencing such mechanical operation, shall meet with the Union to discuss training of displaced workers to operate and maintain the new mechanical equipment, the placement of displaced workers in other jobs with the Company, the training of such employees for other jobs with the Company, or the placing of such employees on a preferential hiring list which the Company will use in conjunction with Article IX - Seniority.

ARTICLE V - LABOR CONTRACTORS

The Company agrees to maintain on its payroll employees supplied by a labor contractor or to be primarily responsible for the compliance with the terms and provisions of this Agreement. In any event, the Company engaging such labor contractor shall be deemed the Employer for all purposes under this Agreement.

ARTICLE VI - NEW OPERATIONS

In the event any new or experimental operations, commodity, container, or classification shall be installed by the Company, the Company shall have the right to temporarily set the wage scale or working conditions but shall notify the Union of such action and within fifteen (15) days thereafter, the Union and the Company shall agree upon a wage scale and working conditions. In the event such wage scale and working conditions cannot be agreed upon mutually by the Company and the Union, the same shall be submitted to the Grievance and Arbitration Procedure for determination. Any wages agreed upon shall be effective from the installation of such new or experimental operation, commodity, container or classification.

ARTICLE VII - ECONOMIC SANCTIONS

7.1 No Strikes. No Lockouts. The Union and the Company agree that there shall be no lockouts, strikes, slowdowns, economic action, or any other interruption of work during the life of this Agreement.

7.2 Protection of Rights. It shall not be a violation of this Agreement or cause for discharge if any employee refuses to cross a picket line in the performance of his duties, when such picket line is sanctioned by Local 890, the Joint Council of Teamsters, the Western Conference of Teamsters, and the International Teamsters Union.

7.3 Exclusive Remedies for Disputes and Grievances. It is understood that all disputes and grievances hereunder shall be settled under the Grievance Provisions set forth in Article XII.

ARTICLE VIII - MAINTENANCE OF STANDARDS

A.) Except as modified by this Agreement and agreed to by the parties, no employee shall suffer any reduction in rates of pay, benefits or working conditions by reason of the execution of this Agreement.

B.) Any disagreement between the Local Union and the Company with respect to this matter shall be subject to the Grievance Procedure.

ARTICLE IX - SENIORITY

9.1 New Employees. New employees shall work under the provisions of this Agreement as probationary employees until they have been employed with the Company for fourteen (14) working days within a consecutive ninety (90) day probationary period. Probationary employees may be discharged during the probationary period with or without cause and without further recourse. The Company shall have the sole right to determine any employee's ability to do the work, but such determination shall not be exercised arbitrarily. Upon completion of fourteen (14) working days within the probationary period, the employee shall be placed on the applicable seniority list under which he is then working as of his date of hire.

9.2 Definition of Seniority. Seniority is defined as follows:

A.) Company seniority is defined as the worker's total length of continuous service with the Company beginning from his or her original date of hire.

B.) Classification seniority is defined as the worker's total length of continued service within a job classification which has been designated as a separate classification for the purposes of acquiring and losing seniority beginning from his or her date of entry into the classification.

C.) Seniority shall be acquired and lost in each classification independently of other classifications.

D.) In the event of a conflict between company and classification seniority, classification seniority shall prevail.

9.3 Seniority Protection.

A.) Bargaining unit employees selected for nonbargaining unit jobs may be returned, at the Company's option, to their former jobs in the bargaining unit without loss of seniority within thirty (30) consecutive days from the date of transfer out of the bargaining unit.

B.) In the event that a seniority employee applies and is selected for a higher paid classification of work, the employee shall have a reasonable time, not to exceed thirty (30) consecutive days, to demonstrate his ability to do the work satisfactorily. In the event the employee does not do the work satisfactorily, the employee may return to his prior classification without loss of seniority.

9.4 Termination of Seniority. All seniority rights with the Company shall be terminated for the following reasons:

- A.) Discharge for cause.
- B.) Voluntary quitting.
- C.) Abandonment of job without notice to the Company.
- D.) Twelve (12) consecutive months of layoff.
- E.) Failure to report for three (3) consecutive work days without an authorized leave of absence.
- F.) When a worker fails to report at the termination of a leave of absence in accord with Article X of this Agreement, except when a written extension of leave of absence is given.
- G.) When on layoff, a worker fails to report within three (3) days after being recalled for work.
- H.) When a worker leaves the bargaining unit for more than thirty (30) consecutive days to fill a permanent vacancy as a supervisor or other management position within the Company outside the bargaining unit. -

9.5 Seniority Records. The Company shall establish and maintain a seniority system that will record and monitor the seniority of all regular employees, as specified under the Agreement. The Company shall prepare a seniority list as follows:

- 1.) Sprinkler Irrigators - by Classification Seniority.
- 2.) Furrow Irrigators - by Classification Seniority.
- 3.) Tractor Drivers/Water Truck Drivers - by Classification Seniority.

9.6 Union Access to Company Seniority Records. Should any bona fide question arise between the Company and the Union with respect to the seniority of any employee or the seniority rights of any employee or group of employees, the Company agrees to produce for the Union relevant seniority information from the Company's records. Regardless of any question, the Company shall use its best efforts to produce upgraded seniority lists for all classifications of employees and shall post such lists in conspicuous locations and supply copies on a quarterly basis to the Union.

9.7 Fringe Benefits. For purposes of fringe benefits an employee must be considered a regular seniority employee as defined in Paragraph 9. 1. Said employee shall remain on the Company seniority list for thirty (30) days from the date of hire and shall be paid benefits based on his date of hire with the Company, provided he qualifies in all other respects.

9.8 Job Assignments. In assigning employees to jobs, and with all other condition being equal, due consideration all be given to the most senior qualified employee to perform the work available in a manner satisfactory to the Company, subject in any instance to the right of appeal as provided in the Grievance Provisions set forth in Article XII. Where qualifications and ability are equal, seniority shall prevail.

For the job classification of tractor driver, there shall be a swingman. This person may be utilized as a temporary replacement or additional worker in the classification when needed. The Company shall select on the basis of ability to do the work and experience, the highest seniority worker to perform the job of swingman. The person designated as swingman shall have first priority when a permanent job vacancy arises in the tractor driver classification. The swingman shall be paid the appropriate wage scale for all work performed in that classification.

9.9 Seniority Application. Seniority shall not be applied as to displace (bump) any employee of the Company within an established crew or commodity.

Earned vacation leave and authorized leaves of absence will count as constructive time for the purposes of seniority and shall not constitute a break in employment.

9.10 Seniority Grievances. All grievances relating to seniority shall be made in writing to the Company within five (5) days, excluding Saturdays, Sundays, and Holidays, and any employee a filing to make a grievance as prescribed shall waive his right to bring the matter in question as a grievance.

ARTICLE X - LEAVE OF ABSENCE

10.1 Obtaining Leave of Absence. Leave of absence not to exceed four (4) months without pay may be granted by applying to and receiving approval from the Company. Leave of absence may be extended by applying to and receiving approval from the Company upon satisfactory showing of necessity.

10.2 Written Forms. All leaves of absence must be in writing on forms furnished by the Company and signed by the Shop Steward or other Teamsters Union representative, the Company representative and employee requesting such leave in triplicate, one copy to the Union, one copy for the employee, and one copy for the Company.

10.3 Business Ventures or Other Employment. Leaves of absence shall not be granted for employees to venture into business or to work for other employers.

10.4 Illness. Leaves of absence shall be granted or extended upon the illness of employee, substantiated by a doctor's certificate.

10.5 Union Affairs. Any employee's appointment or election to conduct Union business shall be deemed good and sufficient reason for obtaining a leave of absence. Such employee shall be given, upon written notice from the Union to the Company, a leave of absence not to exceed one year, which may be extended yearly thereafter upon request, provided the employee shall be continuously conducting Union business. No more than three (3) employees shall be given leaves of absence under this Section from the Company, unless authorized by the Company.

ARTICLE XI - SAFETY

11.1 Hazardous Working Conditions. No employee shall be required to work in any operation which is actually hazardous to his health and safety. An employee who has notified his employer of the existence of such a condition shall not be discharged because he or she has refused to work in such conditions. Discharge arising as a result of an application of this provision shall be subject to the grievance procedure.

11.2 Transportation to Medical Facility. Any employee who is injured or becomes ill during working hours and who requires emergency medical attention and cannot provide his own transportation to a doctor's office, and who requests transportation, will be provided such transportation to the nearest doctor's office or medical facility.

11.3 First Aid Kits. First aid kits will be furnished to appropriate foremen for use by crews.

ARTICLE XII - GRIEVANCE PROVISIONS

12.1 Exclusive Representation. The Union is the exclusive representative of the employees for all purposes with respect to disputes or grievances.

12.2 Grievance Procedure. Should any controversy, dispute, or disagreement arise during the term of this Agreement, there shall be no form of economic activity by either party against the other because of such controversy, dispute or disagreement, but the difference shall be adjusted as follows:

A.) The employee shall first attempt to resolve the issue with his immediate supervisor or other representative designated by the Company. If called upon at this step of the grievance procedure, a Union representative and supervisor designated by the Company may also attempt settlement. This meeting shall take place within two (2) days of the date of the alleged grievances or the discovery thereof.

B.) If the issue is still unresolved under Paragraph A above, upon receipt of a written notice from either party setting forth the nature of the dispute, designated representatives of the Company and the Union, shall within a week (seven (7) days) from receipt of such written notice, attempt to reach a settlement. Such written notice must be submitted within seven (7) calendar days of the first step meeting set forth in Paragraph 12.2 - A.)

C.) If the matter is not settled within two (2) weeks (fourteen (14)) days from receipt of the written notice described in Paragraph B above, the Union or the Company may, within such time period, request arbitration. If the parties cannot agree on an arbitrator, a list of five (5) arbitrators shall be requested from the Federal Mediation and Conciliation Service, or the American Arbitration Association, and the parties shall select therefrom one (1) arbitrator by alternately deleting names from the list until a last name remains, the parties drawing lots to determine who shall be entitled to the first deletion. The time limits referred to in this Article may be extended by mutual agreement of the parties.

D.) The decision of the arbitrator upon the question in dispute shall be final and binding upon the parties hereto, the arbitrator shall not have the authority to change, alter, or modify any of the terms or provisions of this Agreement.

E.) The expense of the arbitrator and all mutual facilities and services shall be born equally by the Company and the Union. Each party shall bear the cost of presenting its case.

12.3 Other Provisions Relating to Grievances.

A.) Any claims for compensation shall be limited to a maximum of thirty (30) days retroactive from the date of the claim is submitted to the Company in writing.

B.) Any such grievance, claim or dispute not processed within the time limits set forth herein shall be waived.

C.) There shall be no retaliation or discrimination against an employee for filing a grievance.

D.) Warning notices must be issued within three (3) working days after the occurrence of the violation or discovery thereof claimed by the Company in such notice.

E.) Warning notices shall be given to the employee in writing and a copy mailed to the Union. All warning notices shall remain in effect for a period of nine (9) months from the date of issuance.

ARTICLE XIII - COLLECTIVE BARGAINING

The Company agrees to negotiate with the duly appointed representative of the Union with regard to all matters of collective bargaining between the Company and the employees of Major Farms, Inc.

ARTICLE XIV - UNEMPLOYMENT INSURANCE AND WORKERS' COMPENSATION

The Company agrees at its expense to provide unemployment insurance to all workers covered by this Agreement under applicable state acts, where available, or under federal legislation to the extent state insurance programs are not available. The Company further agrees to provide at its expense Workers' Compensation Insurance whether or not required by law.

ARTICLE XV - INJURY ON THE JOB

If an employee is injured at work and the employee is unable to return to work, and the injury requires medical attention, and the employee reports said injury to the Company within twenty-four (24) hours of its occurrence, the Company will pay the employee's wages for the day of injury based upon the number of hours he would have worked that day at the hourly rate. If the Company requests, the employee will provide a written statement from his treating doctor stating that the employee was unable to return to work because of industrial injury.

those days that the employee would have worked for a maximum of thirty (30) days in any two (2) year period.

ARTICLE XX - HOLIDAYS

21.1 Holidays.

A.) The following holidays, whether worked or not, shall be paid at eight (8) times the employee's hourly rate:

- 1.) New Year's Day
- 2.) July 4th
- 3.) Labor Day
- 4.) Thanksgiving
- 5.) Christmas

B.) Work performed on any paid holiday shall be paid at one and one-half (1-1/2) times the employee's regular rate of pay in addition to the holiday pay.

21.2 Eligibility for paid holidays.

A.) The employee must be a seniority employee who worked at least five (5) days within the fourteen (14) days immediately preceding the holiday.

B.) The employee must have worked his last regularly scheduled work day before the holiday, and his next regularly scheduled work day after the holiday. If the next scheduled work day after the holiday is more than five (5) calendar days after the holiday, the requirement for work on the scheduled work day after the holiday shall not apply.

ARTICLE XXI - VACATIONS

Vacation pay and one (1) week vacation, shall be granted to eligible employees who qualify for such vacation as follows:

- 1.) Each employee shall have maintained his seniority continuously for eleven (11) months in the previous year.
- 2.) Payment of vacation for eligible employees, based on hours worked in the calendar year as follows:
 - a.) 0 to 699 hours, 1% of the employee's gross Company earnings.
 - b.) 700 hours or more, 2% of the employee's gross Company earnings.
- 3.) When an employee has maintained his seniority for four (4) or more consecutive years, he or she shall receive double the above vacation benefits.

4.) Vacation periods shall be arranged by mutual agreement between the Company and the employee and shall be taken at such time as will cause the least inconvenience to the Company.

5.) An employee who has been or shall be discharged, or who has or shall voluntarily terminate his employment within the Company, shall be entitled to vacation pay provided he or she has met all the eligibility and qualifications of this Article.

6.) Any vacation payments to an employee shall be paid no later than February 1st of each year, or at such other time as may be mutually agreed upon between the Company and the employee.

ARTICLE XXII - CALL TIME

All employees shall report to the place to which they are ordered to report for work at the time specified. They shall be paid from the time they report until released and shall be paid a minimum of four (4) hours for each call when no work is provided at the workers' hourly rate of pay. In the event the employees commence work, they shall be paid a minimum of four (4) hours. This call time provision shall not apply where work covered by this Agreement is delayed or cannot be carried out because of rain, frost, government condemnation of crop, machinery breakdown or other causes beyond the control of the Company. Any call may be rescinded by notification to employees before reporting to work.

ARTICLE XXIII - STANDBY TIME

An employee requested to stand by shall be paid for all time standing by at the hourly rate. Pursuant to past practice, however, standby time shall only be paid on those occasions where the employee has actually commenced work prior to being given the order to stand by. However, such unpaid standby time shall not exceed one (1) hour in length.

ARTICLE XXIV - REST PERIODS

Rest periods shall be taken, insofar as practical, in the middle of each work period. Rest periods shall be provided at the rate of ten (10) minutes per four (4) hours' work. A rest period shall be provided for work periods of more than two and one-half (2-1/2) hours. In the event of equipment breakdown, rest periods may be taken at that time if the normal break period would occur within a reasonable time thereafter.

In the event of an emergency, however, the break time may be temporarily delayed at the discretion of the foreman or other supervisory personnel in order to promptly attend to and alleviate the emergency.

ARTICLE XXV - HOURS AND OVERTIME

25.1 Overtime. The overtime rate shall be one and one-half (1-1/2) times the employee's hourly rate and shall be paid as follows:

Saturday - overtime after eight (8) hours.
Sunday - overtime for all hours worked.

25.2 Lunch Break. All employees shall be given one-half (1/2) hour in which to eat their lunch at approximately the middle of each eight (8) hours' work. Only where there is mutual consent between the Company and the employee shall an employee work in excess of six (6) hours without such lunch break.

25.3 Hours Paid. All hours paid for, including standby time, shall be counted as hours worked for the purpose of qualifying for all fringe benefits under this Agreement. Mealtime breaks shall not be paid and shall not be counted as hours worked.

ARTICLE XXVI - FARM LABOR AND PRE-HARVEST WAGE RATES

<u>Job Classification</u>	<u>Base Hourly Wage</u>			
	<u>10/30/05</u>	<u>10/29/06</u>	<u>10/28/07</u>	<u>10/26/08</u>
Effective:				
Furrow Irrigators	\$8.66	\$8.86	\$9.02	\$9.22
Sprinkler Irrigators	\$8.66	\$8.86	\$9.02	\$9.22
Night Irrigators	\$8.91	\$9.11	\$9.27	\$9.47
Tractor Drivers, including Water Truck Drivers	\$9.66*	\$9.86*	\$10.02	\$10.22*

* 1.) In addition to the base hourly wage rate specified in the collective bargaining agreement, there shall be a ten cent per hour (\$0.10/hr.) premium paid to tractor drivers engaged in the application of fertilizer on Company crops. There shall be a twenty cent per hour (\$0.20/hr.) premium paid to tractor drivers who apply pesticides on Company crops. The respective premiums shall be paid as compensation for actual time spent by the employee in performing the fertilizer and/or pesticides applications. The application of fertilizer and pesticides shall be performed by Company tractor drivers who have performed such work for Major Farms in the past. If, in the sole discretion of the Company, additional employees other than those previously mentioned are necessary to perform fertilizer/pesticide applications, the work shall be awarded to Company tractor drivers pursuant to, and in conformity with, the terms of Article IX of the collective bargaining agreement.

* 2.) In addition to the base hourly rate set forth above, there shall be a thirty cent per acre (\$0.30/acre) premium paid to tractor drivers that perform listing work.

ARTICLE XXVII - PROTECTIVE CLOTHING & EQUIPMENT

The Company shall furnish legally required safety equipment and protective clothing when required by working conditions:

- 1.) Raincoats, rain hats and rain pants.
- 2.) Rubber boots and/or overshoes at the employee's option. Such option to be exercised when equipment is issued.
- 3.) Cloth, knit or rubber gloves to irrigators.
- 4.) Gloves to the tractor drivers.
- 5.) Upon request, goggles and face masks to sprinkler irrigators.
- 6.) Once a year, the Company shall issue to its tractor drivers two (2) pair of coveralls. Coveralls shall be provided only to tractor drivers who request them. Employees who request and are issued the coveralls will be expected to wear the coveralls at all times while working on the Major Farms Ranch. The cleaning and maintenance of the coveralls shall be the responsibility of the employee.

The employees shall be responsible for all items issued to them and shall be responsible to return said items in good condition, reasonable wear and tear incurred at work excepted. Employees shall be charged actual cost of such equipment or protective clothing not returned or exchanged.

ARTICLE XXVIII - SUCCESSOR CLAUSE

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

ARTICLE XXIX - DOCUMENT CONTAINS ENTIRE AGREEMENT

This document contains the entire Agreement of the parties and neither party has made any representations to the other which are not contained herein.

ARTICLE XXX - DURATION OF AGREEMENT

This Agreement shall be in full force and effect from October 20, 2005 and shall continue in full force and effect and shall be binding on the parties hereto through October 19, 2009. Either of the parties may give notice in writing to the other party sixty (60) days prior to the expiration of this Agreement, requesting negotiations for a new agreement or modification hereof. Absent such notice, this Agreement shall continue in force from year to year thereafter.

This Agreement is executed this 1 day of November, 2005.

FOR THE COMPANY:

MAJOR FARMS, INC.

By: Steve Chris Larson

By: _____

By: _____

FOR THE UNION:

GENERAL TEAMSTERS, LOCAL 890

By: Steve D. Garcia

By: _____

By: _____

MEMORANDUM OF UNDERSTANDING

between

MAJOR FARMS, INC.

and

GENERAL TEAMSTERS, WAREHOUSEMEN AND
HELPERS UNION, LOCAL 890

RE: SOCIAL SECURITY PENSIONERS

A.) Social Security pensioners who work for the Company shall have no seniority and shall not be eligible to attain seniority. However, the employee's original date of hire shall be used when computing vacation pay in accordance with Article YXI - Vacations.

B.) It is further agreed that the Company shall be the sole judge of any pensioner's ability to perform the work.

C.) Any pensioners who wish to work will be given the opportunity to do so after all regular crews have been called. Before the Company hires new employees, pensioners shall be given a job offer and starting time. If such work offer is once refused, the Company is under no obligation to repeat or keep open such job offer.

D.) By signing below, the parties acknowledge that they have read, reviewed, understand and agree to the terms of this Memorandum.

FOR THE COMPANY:
Major Farms, Inc.

By: Sig Christensen

Date: 11/7/05

FOR THE UNION
General Teamsters Union, Local 890

By: Steve Garcia

Date: 12/2/05

MEMORANDUM OF UNDERSTANDING

between

MAJOR FARMS, INC.

and

GENERAL TEAMSTERS, WAREHOUSEMEN
AND HELPERS UNION, LOCAL 890

RE: TRACTOR DRIVERS WAGES

It is HEREBY AGREED, by and between the parties whose signatures appear below, that:

A.) Commencing with the third year of the 2005-2009 Collective Bargaining Agreement (to which this Memorandum applies), the Company and the Union agree to meet to review and discuss wages for Tractor Drivers covered by this agreement.

B.) This Memorandum in no way obligates the Company to agree to any wage increase, nor shall this Memorandum be interpreted or applied as a promise on the part of the Company to do so.

C.) By signing below, the parties acknowledge that they have read, reviewed, understand and agree to the terms of this Memorandum.

For the Company:
Major Farms, Inc.

For the Union:
General Teamsters Union, Local 890

By: Sig Christensen

By: Steve L. Garcia

