

**AGREEMENT**

**Between**

**KAOLIN MUSHROOM FARMS**

**And**

**KAOLIN WORKERS UNION**

**August 2, 2004 – August 3, 2009**

# AGREEMENT

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**KAOLIN MUSHROOM FARMS**

And

**KAOLIN WORKERS UNION**

## **PURPOSE**

It is the intention of this Agreement and the provisions contained herein to maintain harmonious relations between Kaolin Mushroom Farms (“Company”) and Kaolin Workers Union (“Union”) and to provide mutual understandings with respect to hours, wages and - working conditions affecting certain employees of the Company.

## **ARTICLES OF AGREEMENT**

### **ARTICLE 1**

#### **UNION**

##### **1.01 RECOGNITION**

1. The Company recognizes the Union as the sole and exclusive collective bargaining representative for all employees in the bargaining unit certified by the Pennsylvania Labor Relations Board (“PLRB”), Case No. PLRA-R-93-9-E, consisting of:

“All full-time and regular part-time mushroom production laborers, including but not limited to pickers, casers, spawners and watermen; and excluding office clerical employees, supervisors, managerial employees, over the road truck drivers, the soil division, the compost division, packers, shippers, maintenance shop personnel, contracted laborers, and children and spouses of owners.”

2. The Company shall provide to all newly hired bargaining unit members a mutually agreed summary of their rights under this Collective Bargaining Agreement and/or a copy of the Collective Bargaining Agreement in either English or Spanish as may be appropriate. The Company and the Union shall share equally in the cost to provide said summary and/or copy of the Collective Bargaining Agreement to newly hired bargaining unit employees. The Company shall provide to all newly hired bargaining unit members relevant Company work rules, in either English or Spanish as may be appropriate.

##### **1.02 NOTICES TO UNION**

1. The Company will provide the names, hire date, social security number, employee clock number, department and local addresses of new hires to the Union on a bi-monthly (twice a month) basis.

2. The Company will provide monthly to the Union a list of terminated employees including termination date, and information on bargaining unit employees on a leave of absence, including the start and return dates.

3. Copies of all written records of disciplinary action shall be provided to the Union as soon as possible after they are issued.

4. Where possible, the Union shall be provided advance oral notice of any interview of bargaining unit members who are being considered for potential disciplinary action.

5. Where possible, the Union shall be notified in advance of the suspension or discharge of any bargaining unit member.

### **1.03 UNION ACCESS**

1. Active Company employees, and those on leave in accordance with Section 1.04, who are also Union representatives may meet privately in the cafeterias with employees in the bargaining unit who have requested representation from the Union in relationship to grievances or interviews relating to potential disciplinary action, as well as to meet with other persons in relationship to such grievances or interviews.

2. The Union agrees that such representatives will respect the rights of all employees to enjoy the cafeterias and acknowledge that such representatives may visit the cafeterias for the purpose of meeting with individual bargaining unit employees or groups of such employees in the context of the Union's representative status.

3. Access to the cafeterias and other non-working areas by individuals on a leave under Article 1.04 shall be governed by written agreement between the Company, Union and individual. A copy of a sample agreement is attached to this Agreement as Exhibit "A".

4. Employees and individuals on leave under Article 1.04 who are covered by a current written agreement may distribute written information to employees in non-working areas and during non-working time. The Company will designate an area in each cafeteria or work facility without a cafeteria where copies of materials for distribution to employees may be left in reasonable quantity.

#### **1.04 UNION LEAVES OF ABSENCE**

1. Up to two employees shall be permitted to be on union leave of absence at any time.

2. The Union shall notify the Company of the names of those persons who are on union leave of absence and of the effective date of commencement of such leave of absence. The Union shall provide at least thirty (30) days notice of any such designation.

3. Union leave of absence shall be for one year from the date of notice from the union of the effective date of such leave. Should an employee on union leave of absence seek to return to work prior to the expiration of the leave of absence, the employee on leave of absence shall give at least 15 days advance notice of his/her intention to return. The employee will be returned to active employment in accordance with his/her seniority rights.

#### **1.05 UNION MEMBERSHIP DUES AND FEES**

1. Subject to the requirements of law, the Employer shall deduct membership dues and fees from the earnings of its workers weekly and transmit the same to the Union within two (2) weeks thereafter.

2. Membership in the Union or signed authorization for payment of a union representation agency fee of 1% of gross wages (or of any lower amount set by the Union as dues and fees for members) shall be a condition of employment for all employees in the bargaining unit, on or after the thirtieth (30th) day following the beginning of his or her

employment, or the execution or effective date of this Agreement, whichever is later.

## **ARTICLE 2**

### **NO DISCRIMINATION**

The Company and Union agree that they shall not discriminate against any employee or prospective employee because of race, creed, color, national or ethnic origin, sex, age, handicap or disability or other protected bases.

## **ARTICLE 3**

### **MANAGEMENT RIGHTS**

Except as limited by this Agreement and law, it is understood and agreed that the Company possesses all inherent management rights.

## **ARTICLE 4**

### **JOINT COMMITTEES**

During the course of this Agreement, the Company and the Union may mutually agree to establish joint committees. Employees who participate in joint committees shall be paid the meeting rate. The Company maintains the right to limit the number of employees participating in joint committees who are paid at the meeting rate.

## **ARTICLE 5**

### **EMPLOYMENT SENIORITY AND LAYOFFS**

#### **5.01 PROBATIONARY PERIOD**

All newly hired and rehired employees shall be considered on probation for a period of 90 days of active employment. During this probationary period, employees shall be paid at "Rate A". During this probationary period, the employee shall be subject to layoff, discipline or discharge at the sole discretion of the Company. During the probationary period, employees who dispute discipline or discharge only may utilize the grievance procedures provided for herein, but

such issues shall not be subject to arbitration. The Company and the Union may agree to extend an employee's probation for additional periods of 30 days.

## **5.02 SENIORITY**

1. Seniority is defined as the employee's length of service and is determined by the employee's most recent hiring date. Seniority shall continue to accrue during leaves of absence granted by the Company.

2. Seniority lists shall be posted in the plant and shall show the employee's seniority standing within the Company. These lists shall be open to protest by the employee involved and any mistakes thereon shall be corrected within fifteen (15) days thereafter.

3. Employees within the bargaining unit who transfer to positions outside of the bargaining unit will retain their bargaining unit seniority, as of the date of the transfer, for two years after their transfer out of the bargaining unit, provided that they remain employed by the Company for that two year period.

a. Such employees who have not been terminated by the Company or who have not resigned from employment may pursue vacant positions within the bargaining unit. In the event that such an employee is assigned to a position within the bargaining unit, his or her seniority shall begin to accrue again as of the date of the assignment.

b. The Company shall maintain a list of such employee, which it shall update on a quarterly basis.

c. Employees transferred out of the bargaining unit to non-supervisory positions in the Company under the terms of Appendix "C" and its predecessors because of notice of inability to meet production standards or otherwise transferred out of the bargaining unit because of unavailability of appropriate positions within the bargaining unit shall

continue to accrue seniority following their transfer within the Company to such positions.

### **5.03 JOB VACANCIES**

1. Except where business circumstances may prevent it from doing so, the Company will post notices in English and Spanish of job vacancies within the bargaining unit as well as for opportunities for first line supervisory positions. For bargaining unit vacancies, such notices will contain relevant information regarding the opportunity, including the applicable wage or salary range.

2. The Company retains the discretion to fill vacancies with whomever it believes to be the best available candidate; however, where all relevant factors are equal, the Company will favor internal promotion over outside hiring.

### **5.04 APPLICATION PROCEDURES**

1. The Company will establish procedures for receiving applications for employment from former employees who are eligible for rehire and who are working or living more than 100 miles away from the Company.

2. The Company will make a record of the date and time on which it receives applications for employment.

3. The Company and the Union will establish a Joint Labor Committee to address issues of labor shortages, hiring and leaves of absence.

### **5.05 LAYOFFS**

1. In the event that the Company anticipates that layoffs of non-probationary employees may be required, it shall provide the Union with 5 days advance notice thereof so that the Union and the Company may explore alternatives thereto.

2. Thereafter, if the Company determines that it is necessary to lay off employees, probationary employees shall first be laid off. Thereafter, the Company shall solicit employees who are willing to be laid off despite their seniority for layoff status. In the event that there is an insufficient number of probationary employees and other employees to reduce the work complement, non-probationary employees with the least amount of seniority in the particular department in which a reduction is to occur shall be laid off. The Company shall request that all employees who are laid off from employment provide a mailing address where they can receive recall notices from the Company.

3. A non-probationary employee selected for involuntary layoff may request to bump into a position in another department if he or she has greater seniority than persons in that department and if the Company believes that the bumping employee has the skills and qualifications to perform such position.

4. Employees will be recalled in the order of their seniority provided they have the ability to perform the work needed.

5. In the event that any elected Union Representatives would be subject to layoff, the Union may provide notice to the Company that such elected Union Representatives are to be treated as holding additional seniority for purposes of layoff during the period of their office.

6. All laid-off employees who have completed their probationary period shall retain seniority and priority rights to re-employment over new applicants for a period of eighteen months after the date of their layoff.

7. A laid off employee shall forfeit seniority rights in the event that he or she receives a request to return to work from the Company and fails to make known his or her intentions within seventy-two (72) hours of said notice. The employee shall return to work within ten (10)

working days after dispatch of said notice to his last known address, unless extenuating circumstances prohibit it.

8. Laid off employees who have forfeited their seniority as a result of not having timely accepted offers to return to work in accordance with Paragraph 7 subsequently may file an application for employment. Where such employees are rehired within one hundred twenty (120) days of receiving a request to return to work, such employees shall be restored to the seniority that they had as of their layoff, provided that they complete successfully their probationary period.

#### **5.06 CONTRACTING OF WORK**

1. The Company agrees that, during the term of the Agreement, prior to undertaking a layoff, it will undertake all reasonable efforts to return any subcontracted work typically performed by the bargaining unit to the bargaining unit.

2. The Company and Union further agree that the Company may utilize subcontracted labor for a period of up to sixty (60) days to perform up to 10% of picking and harvesting work, provided, however that if there are no qualified and acceptable applicants for employment, the Company may utilize a greater percentage of such subcontracted labor. Prior to utilizing such subcontracted labor, the Company shall provide forty eight (48) hours advance notice to the Union.

3. In the event that a former Company employee who is eligible for rehire without restriction applies for, is qualified to perform, and is available for picking or harvesting work at a time that subcontracted laborers are performing such work, the Company will, within two (2) weeks, either (1) discontinue the use of such subcontracted labor, or (2) offer employment to the former eligible employee.

4. In the event that there are two (2) consecutive weeks in which Company employees performing picking or harvesting work were offered less than thirty (30) hours of work, the Company will discontinue the use of such subcontracted labor.

#### **5.07 VOLUNTARY SEPARATION FROM EMPLOYMENT**

1. The Company will request that all employees who are voluntarily separating from employment provide a forwarding mailing address.

2. Employees who intend to quit their employment, or who have already terminated their employment, may determine whether the Company will consider them for employment in the future.

3. Employees who provide the Company with at least 15 days notice of their intent to resign shall be advised within ten (10) days thereafter of the extent to which they are eligible for future employment with the Company.

4. Upon learning that he or she will not be considered for future employment or would be eligible only when other qualified applicants were not available, an employee or former employee may request a meeting with a Company representative to discuss any issues related to asserted deficiencies in employment and to present any reasons why he or she believes they should be considered for future employment.

5. The Company will allow employees, or former employees who return to pursue employment, the opportunity to receive a copy of documentation in their personnel file which is otherwise discoverable under Pennsylvania Law, including all disciplinary reports and evaluations, upon written request by the employee or former employee. The Company will attempt to furnish copies of any and all documents requested by eligible persons which it is required to disclose within three (3) business days of the initial request. The Company may

assess a nominal charge to cover duplication costs if the number of documents sought exceeds twenty (20) pages in length.

## **ARTICLE 6**

### **DISCIPLINE**

#### **6.01 DISCIPLINARY STANDARDS**

1. No employee who has completed a probationary period shall be discharged or otherwise disciplined without just and sufficient cause.

2. If the discharge or disciplinary act is found to be unjustified, the worker may be reinstated and may be compensated for loss of earnings during the period of such discharge or disciplinary act.

#### **6.02 PROGRESSIVE DISCIPLINE**

1. Where appropriate, the Company will utilize a series of progressive discipline, designed to assist and encourage employees to correct their conduct and/or work performance and to achieve satisfactory conduct and work performance.

2. Progressive discipline generally will be utilized when employees fail to follow Company rules, guidelines, procedures, and/or policies relating to conduct and/or work performance, except as otherwise provided for in this Agreement.

3. Attendance related disciplinary issues are covered by the Start/Finish Policy and the Days Off Policy.

4. Quality related disciplinary issues will utilize progressive discipline accounted for separately from all other progressive discipline issues. Any employee subject to termination for Quality related issues may apply for another position within the Company.

5. Actions constituting gross or serious misconduct or negligence are not subject to progressive discipline and may warrant any form of discipline appropriate in the circumstances, including termination.

a. When acts of gross or serious misconduct or negligence, not subject to progressive discipline, are committed and the consequence is suspension, the suspension may be held in abeyance pending a meeting between the aggrieved employee, union representative and Company Representative; except:

(i) if the act committed is of a nature whereby the employee may not remain on the premises, under the particular circumstances, then the suspension will not be held in abeyance.

6. The Company retains the right to determine that certain acts by employees are gross or serious misconduct warranting more serious consequences than progressive discipline provides.

7. Progressive discipline shall be cumulative, so that different types of infractions shall build upon each other.

a. Stages of Progressive Discipline:

- (1) First offense – Verbal warning
- (2) Second offense – Written warning
- (3) Third offense – Written warning and suspension of one day without pay
- (4) Fourth offense – Written warning and suspension of three days without pay
- (5) Fifth offense – Written warning and suspension of five days without pay.
- (6) Sixth offense – Termination of employment; employee ineligible for future rehire.

8. Prior discipline more than 365 days old shall not generally be relevant to subsequent disciplinary action. In all cases, whenever it is deemed that suspension is appropriate, the Company reserves the right to schedule suspensions at the convenience of the Company.

9. Depending upon the act committed by the employee, when the Company has been notified that the Union disputes a suspension or termination of an employee, the suspension or termination may be held in abeyance pending the completion of all stages of the internal Company grievance procedure.

### **6.03 WRITTEN NOTICE OF DISCIPLINARY ACTION**

Any employee subject to disciplinary action will receive a written statement in the employee's native language stating the disciplinary action taken. This written notice shall also be provided to the Union Representative at the time it is issued, or as soon as possible thereafter.

### **6.04 UNION REPRESENTATIVES**

1. The Union shall designate one Union Representative and two alternate Union Representatives for each farm where bargaining unit members are assigned. Such representatives shall be active company employees or persons on approved leave under Section 1.04.

2. Union Representatives shall be available on a daily basis for emergency disciplinary matters and those disciplinary matters where it is appropriate for the Union Representative to observe the conduct or job performance issues. For non-emergency matters, or matters where it is not necessary that the Union Representative observe the conduct or job performance issue, the Union may request advance scheduling of meetings for disciplinary matters. Meetings shall be scheduled, to the extent possible, so as to not interfere with regular work schedules of actively employed bargaining unit members.

3. The Union shall notify the Human Resources Department, on a periodic basis and whenever a change occurs, of the names and Teams of designated Union Representatives and alternate Union Representatives.

**6.05 UNION REPRESENTATIVE PRESENCE AT DISCIPLINARY MEETINGS**

1. A Union Representative shall be offered, by the Company, the opportunity to be present during any meeting with bargaining unit employees to investigate matters which may lead to discipline or to discuss the imposition of discipline.

2. Such meetings shall be conducted as promptly as possible in relationship to the time in which the incident occurred, or in which the offense for which discipline is being imposed was committed, so that the employee can receive timely feedback in relation to the offense committed and to assist the employee in understanding the offense and measures the employee can take to correct future conduct and/or job performance.

- a. Where the Union indicates that it wishes to have a representative present at a disciplinary or investigative meeting, the meeting shall be scheduled at a place and time when the Union Representative can participate without interference with scheduled work time unless that is impractical.
- b. Where practical, disciplinary meetings shall be held at times mutually convenient to both the Company, the Union Representative and the aggrieved employee, provided such meetings are held the day of the incident or in close proximity to the date of the incident, depending upon the circumstances.
- c. The Union shall not unreasonably delay setting a meeting time.

- d. In those instances where it is necessary for the actively employed Union Representative to personally observe the conduct or performance of the employee, the Union Representative will make him or herself available. .
3. The Union will have ten (10) days, after the act complained of, to notify the Human Resources Department, in writing, if the Union is pursuing a grievance.
4. In the event the Employee, the Union Representative (primary or alternate) and a Company Representative, during any meeting held prior to filing a grievance, agree on the discipline issued the employee, the Employee and Union Representative shall sign off on a form designed by the Company, which shall be in the employee's native language, where appropriate, specifying the discipline imposed and indicating that the Employee, the Union Representative and Company are in agreement. Copies thereof shall be provided both to the Union Representative and the employee. No grievance shall be filed on the particular discipline agreed to by the Union Representative and a Company Representative, except where it has been rescinded by the Union upon notice to the Human Resources Department, in writing, within three (3) days thereafter.
5. Whenever possible and feasible, all disciplinary meetings will be recorded.
6. All notices required to be given in writing by the Union may be given in Spanish if the Union chooses to do so.

**6.06 INAPPROPRIATE CONDUCT OF PERSONS EMPLOYED BY KAOLIN MUSHROOM FARMS, INC.**

1. The Company will provide necessary and appropriate training and supervision to supervisors and managerial personnel as to provisions of this Agreement and rules and regulations of the Company so that supervisors and managerial personnel will understand their responsibilities toward employees in the bargaining unit.

2. The Company will not tolerate inappropriate conduct by any persons employed by Kaolin Mushroom Farms, Inc., including abusive or discriminatory behavior and will appropriately discipline such employees where it is found that such conduct occurred. Investigation of non-bargaining unit personnel, including supervisors, the result of any such investigation and/or any resulting discipline are not subjects to which this Agreement's grievance and arbitration procedures apply.

## **ARTICLE 7**

### **GRIEVANCE AND ARBITRATION PROCEDURE**

#### **7.01 DEFINITION OF GRIEVANCE**

1. A Grievance shall mean any dispute alleging a violation of the terms of this Agreement.

2. All time periods specified as to the Grievance Procedure may be modified by mutual written consent of the parties.

#### **7.02 GRIEVANCE PROCEDURE**

1. Where a Company Representative, the Employee and a Union Representative have signed an agreement, before or during the grievance process, specifying the resolution of an issue and indicating their agreement to the resolution, no grievance on the issue shall be filed, except as permitted by Section 6.05.

2. A disciplinary grievance must be submitted, in writing, on forms designed by the Union, to the Human Resources Department within ten (10) days of the act complained of. Any disciplinary grievance not properly submitted within ten (10) days of the act complained of shall be considered waived.

3. Where grievances do not involve discipline of employees, they shall be submitted in writing and on forms designed by the Union, and signed by a representative or agent of the Union, to the Human Resources Department, within twenty-one (21) days of the act complained of. If the grievance is not presented within this twenty-one (21) day period, it shall be considered waived.

4. The Company and the Union will jointly develop procedures to ensure that a grievance has actually been received by the Company.

5. Grievances may be submitted to the Human Resources Department in Spanish.

6. After timely written notice from the Union to the Human Resources Department that the Union is making a grievance, and confirmation from the Human Resources Department that said grievance has been received, in accordance with procedures developed jointly by the Company and the Union, the Human Resources Department shall be responsible for assigning the grievance to the appropriate Company Representative.

7. Upon request by the Union, the Company shall provide to the Union documents the Company possesses relevant to the grievance issue.

a. The Company has no obligation to produce documents that it does not possess, produce and/or keep in the ordinary course of its business.

b. The parties may agree that additional information is relevant to a grievance issue. In such case, the parties may agree to obtain such information and share the cost.

8. A properly submitted grievance shall be reviewed by the Human Resources Department, and, where the parties agree that it would be appropriate, a meeting shall be set up with the employee, the Union Representative(s), and the appropriate Company Representative to

discuss the issue. Any meeting conducted with a Company Representative shall be at a reasonable time and place agreed to between the Human Resources Department and the Union Representative(s).

9. Where employees affected by discipline are native Spanish speaking persons, the Company shall be responsible for providing a bi-lingual employee, for the purpose of interpreting, for any meeting with Company Representatives who are not fully fluent in Spanish.

10. Attendees to a disciplinary meeting are limited to the individual employee(s) involved, the Union Representative(s) of the individual employee(s) involved, the Company Representative(s), an interpreter when appropriate, and relevant witnesses, if any.

11. Where factual issues are in dispute, the Union Representative and the Company Representative will attempt to agree on what information, and from what source the information will be provided, is necessary to resolve the factual issues. Such agreement shall be committed to written form and signed by both the Union Representative and the Company Representative.

12. The Human Resources Department shall respond, on behalf of the Company, to the grievance within thirty (30) days of receipt unless the Union agrees to an extension of that time. The Union may treat a failure to timely respond as a denial of the grievance.

13. Where a grievance involves the termination or continued suspension of an employee, the Union may elect to treat a failure to respond to such a grievance within seven (7) days after its submission to the Human Resources Department as a denial thereof, except, when such termination or suspension is held in abeyance, the Human Resources Department shall have thirty (30) days to respond on behalf of the Company.

14. In the event that the Union remains unsatisfied with the resolution of a grievance by the Human Resources Department, the Union may request a further internal Company review of

the issue by an appeal of the Human Resources Department determination to the Company President.

- a. If the Union wishes to seek further internal review of such a decision by the Human Resources Department, the Union shall present all relevant information to the President in writing within seven (7) days after the decision of the Human Resources Department, and advise that it seeks a review of the determination by the President of the Company.
- b. The Union may bypass an appeal to the President of the Company if it wishes to proceed directly to arbitration from a Human Resources Department determination of a grievance.
- c. Any appeal to the President shall not automatically extend the time period for pursuing arbitration unless the President so advises the Union or the parties otherwise agree.

15. All time periods specified as to the Grievance Procedure may be modified by mutual written consent of the parties.

### **7.03 ARBITRATION**

1. In the event the Union remains unsatisfied with the resolution of a grievance by the Company, or if no response has been received from the Human Resources Department on behalf of the Company within the time period set forth above, the Union may notify the Human Resources Department of its intent to pursue arbitration.

2. The Union shall notify the Human Resources Department of its intent to pursue arbitration within thirty (30) days of the response from the Human Resources Department, on behalf of the Company, if the grievance has not been satisfactorily resolved within the time

limits set by the above procedures. In the event the Union does not notify the Human Resources Department of its intent to pursue arbitration within this period, the grievance is waived.

3. The Union and Company may attempt to agree on an arbitrator for the particular grievance. In the absence of an agreement on a particular arbitrator, the Union shall utilize the American Arbitration Association in requesting a panel of candidates and shall make a request to the appropriate agency within ten (10) days of its notice of intent to arbitrate.

4. Any arbitrator selected in accordance with this section shall be restricted to the terms of the Agreement, and he shall not have power to add to, subtract from or modify the provisions of this Agreement.

5. The cost of arbitration shall be shared equally by the parties and the decision of the arbitrator shall be final and binding.

## **ARTICLE 8**

### **NO STRIKE, NO LOCKOUT**

1. During the term of this Agreement, the Union, its officers, representatives, members and the Company's employees covered by this Agreement shall not authorize or condone, nor shall they take part in or participate in any strike, slowdown, refusal to work, interference with production or any other work stoppage unless the Company gives notice of its intent to reopen negotiations under Article 14 and only if and when the Company unilaterally implements a last, best and final offer thereafter.

2. In the event that there is a strike, slowdown, refusal to work, interference with production or any other work stoppage of any kind or for any reason, including but not limited to 'wildcat' strikes, the Union and its officers shall immediately take the following steps:

a. The Union, its officers and representatives shall publicly disavow the conduct;  
and

b. The Union, its officers and representatives shall in good faith use every reasonable effort to terminate such action.

3. The Company agrees that there shall not be any lockouts for the duration of this Agreement so long as the Union does not violate its obligations as set forth in this Agreement.

## **ARTICLE 9**

### **HEALTH AND SAFETY**

1. The Company shall provide a safe and healthy workplace and shall comply with all requirements of state and federal law in relationship thereto.

2. Bargaining unit employees shall promptly report injuries and hazards of which they are aware to their supervisor.

3. Supervisors shall promptly report injuries and hazards of which they are aware to their Manager, who shall make a record of the report and verify responsive actions taken.

4. The Company shall provide required personal protective equipment.

5. The Company shall provide necessary and appropriate on site medical treatment or access to off site treatment if employees suffer a work- related injury or illness. Where feasible, this would include arranging transportation for initial off site medical treatment.

6. The Company shall assist in arranging transportation to Workers' Compensation panel doctors for employees with Kaolin Mushroom Farms, Inc. Workers' Compensation cases and without access to such transportation.

7. Meetings of the Company-wide Safety Committee shall be conducted in English and Spanish, so as to allow active participation by both English and Spanish speaking employees.

8. The Union shall be provided with Material Safety Data Sheets for each chemical used in the mushroom growing process at each mushroom farm.

**ARTICLE 10**

**WAGES AND WORKING CONDITIONS**

**10.01 APPLICABLE RATES**

1. Piece rates, hourly rates and meeting rates except as otherwise modified hereunder shall generally increase in the percentages below.

Effective August 2, 2004	<b><u>Year 1: 2% increase</u></b>
Effective August 1, 2005	<b><u>Year 2: 2% increase</u></b>
Effective July 31, 2006	<b><u>Year 3: 2% Increase</u></b>
Effective August 6, 2007	<b><u>Year 4: 2% increase</u></b>
Effective August 4, 2008	<b><u>Year 5: 2% increase</u></b>

2. Prior to such increase rates for harvest units shall be adjusted as set below:

Container	04 Rate A	04 Rate B	04 Adj. Rate A	04 Adj. Rate B	Year 1 Rate A	Year 1 Rate B	Year 2 Rate A	Year 2 Rate B	Year 3 Rate A	Year 3 Rate B
5 REGULAR	\$0.67	\$0.70	\$0.69	\$0.73	\$0.71	\$0.75	\$0.72	\$0.76	\$0.74	\$0.78
8 x 10	\$0.97	\$1.04	\$0.97	\$1.04	\$1.07	\$1.14	\$1.09	\$1.16	\$1.11	\$1.19
6 COUNT STUFFER CAPS					\$0.65	\$0.69	\$0.66	\$0.70	\$0.68	\$0.72

3. Prior to such increase, the following contract rates shall be adjusted

a. **Addition of Sweeping Rates at Kennett**

Kennett (effective August 30, 2004):

\$140.00 per day (typically split between two persons). Rates are not subject to the Year 1 increase.

b. **Addition of Sweeping and Driving Rates at M&J**

M&J (effective August 30, 2004):

\$91 per day for one person. Rate is not subject to the Year 1 increase

4. Year 1 Rate increases are retroactive to August 2, 2004.

5. New Harvest Units and Significant Changes in Work Procedures.

a. The Company may establish new rates for new or substantially changed products during the course of this Agreement, provided that the established rates are reasonable and not inconsistent with other negotiated wage rates.

b. The touchstone for determining if a new rate is consistent with other negotiated wage rates is whether the newly established rate maintains earnings opportunities for employees who are performing work of similar effort and complexity.

c. Where requested to do so by the Union, the Company and the Union will bargain in good faith to the point of impasse with respect to a new rate.

d. Where necessary because of business needs or customer demands, the Company may unilaterally apply a new rate, on an interim basis, which would be in effect during any negotiations unless agreed otherwise.

e. During any bargaining or dispute over a new rate, the Company will provide relevant information which it at the time maintains, as requested by the Union

f. Pursuant to Section 7.02.7.b the Company shall cooperate with the Union if information not in the possession of the Company is required to determine whether a new harvest unit meets these standards

g. In the event that the Union disagrees with an established new rate, it may challenge such rate through the grievance and arbitration provisions of this Agreement.

h. In an arbitration arising hereunder the Union bears the burden of establishing that the rate imposed by the Company is inconsistent with the standards expressed herein or that the rate has the effect of improperly reducing earnings opportunities.

6. During calendar year 2006 (or earlier at the option of the Employer), the Employer and the Union shall utilize a Joint Labor Management Committee to review job classifications for hourly and contract labor employees in the bargaining unit to mutually determine if new job classifications or adjustments to compensation are appropriate for any such positions in the bargaining unit. Unless agreed otherwise, adjustments to such rates shall take effect on annual pay rate adjustment dates set in Section 10.01.1.

#### **10.02 REASSIGNMENT OF HARVESTING EMPLOYEES**

1. Where mushroom harvesting employees are temporarily reassigned from one farm to another, effective at the beginning of the work day, these employees shall be paid \$11.00

2. Where mushroom harvesting employees are temporarily reassigned from one farm to another, at some point after beginning work at one farm, these employees shall be paid \$16.00.

#### **10.03 TECHNOLOGICAL AND QUALITY ADVANCES**

1. The Company may pursue new technologies in the harvesting process which may change the nature of bargaining unit work.

a. To the extent that the Company pursues new technologies in new mushroom houses or facilities and utilizes employees covered by this Agreement, the Company may set initial wage/piece rates, with notice to the Union pursuant to Section 10.01.5.

b. If the Union disagrees with the rates set, they may seek to grieve the set rates pursuant to Section 10.01.5. and Article 7.

2. The Union will cooperate with the Company in obtaining compliance with any new quality standards required by law, regulation and/or current or prospective customers. To the

extent that such changes have an adverse impact on earnings of harvesters the union may grieve the issue in accordance with Section 10.01.5 and Article 7.

## **ARTICLE 11**

### **BENEFITS**

#### **11.01 VACATION**

1. The Company will provide vacation/paid time off and unpaid time off to eligible employees. The Company reserves the right to deny any otherwise eligible employee time off, when such time off is requested by the employee, if the Company determines that such time off by the employee will adversely affect the size of the workforce and the efficient operations of the Company. The rate of pay for vacation/paid time off for mushroom harvesters is the applicable utility rate. Employees shall request time off of 21 days or less from their supervisor.

2. In order for an employee to be eligible to request vacation/paid time off from work, he/she must have:

- a) worked six months from the date of hire, and
- b) worked at least 20 hours each week, and
- c) have permission from his/her supervisor to take vacation/paid time off

#### 3. Accrual

a. The following Vacation Accrual Schedule is based on an employee having worked full-time, or at least 40 hours per week. Employees working part-time, described as 20 or more hours per week, but less than 40 hours per week, are subject to this Vacation Accrual Schedule on a pro-rata basis. Employees working less than 20 hours per week are not eligible for Vacation/Paid Time Off.

<u>Years of Eligible Service</u>	<u>Vacation/ Paid Time Off Earned Quarterly</u>	<u>Vacation/ Paid Time Off Earned Yearly</u>
1. Six months from date of hire	25 hours	-----
2. Quarterly thereafter, during first and second years of employment	12.5 hours	50 hours per year
3. Quarterly thereafter, during third, fourth and fifth years of employment	25 hours	100 hours per year
4. Quarterly thereafter, during sixth and subsequent years of employment	37.5 hours	150 hours per year

b. The Vacation Accrual Schedule will be adjusted according to any time taken off in excess of three weeks / 21 consecutive days. Employees may not accrue more than 200 hours of Vacation/Paid Time Off at any given time. An employee who has accrued 200 hours of Vacation/Paid Time Off may request paid time off and/or payment of some or accrued Vacation/Paid Time Off. Employees may not take more than 21 consecutive paid days off.

4. Employees may request payment of their accrued Vacation/Paid Time Off in lieu of actual paid time off to their supervisor or to the Human Resources Department. Employees requesting to take a week of paid vacation will be charged for 50 hours of vacation time (and will receive 50 hours of vacation pay) unless they request to take 40 hours.

5. A mushroom harvesting employee who takes four (4) weeks of total paid and unpaid leave or less will retain his or her picking position within his or her Harvesting Team.

## **11.02 UNPAID LEAVES OF ABSENCE**

### **1. Personal Leaves of Absence**

a. The Company will provide eligible employees with Personal Leaves of Absence of up to 12 weeks in a 12 month period commencing on January 1st. In order to be eligible, an employee must have:

(i) worked continuously for nine (9) months since his/her last Leave of Absence (of any type), or from most recent date of hire; and

(ii) the Company/department/manager has (or projects to have) sufficient labor during the requested period of Leave.

b. The Company reserves the right to deny any otherwise eligible employee a Leave of Absence if the Company determines that allowing such Leave of Absence will adversely affect the size of the workforce and the efficient operations of the Company.

### **2. Family/Medical Leave of Absence**

The Company shall abide by any laws regulating Family/Medical Leaves of Absence.

### **3. Other Leaves of Absence**

All other types of Leaves of Absence, not otherwise defined within this Agreement, are at the discretion of the Company.

### **4. Harvesting Position**

As to any approved unpaid leaves, a mushroom harvesting employee who takes four (4) weeks of leave or less will retain his or her harvesting position within his or her harvesting team.

## **11.03 HOLIDAY PAY**

1. Holiday Pay will be paid for work performed on these Holidays: Good Friday, Thanksgiving, Christmas and New Year's Day.

2. Employees earning Holiday Pay will receive time plus one-half for work performed on Good Friday and Thanksgiving Day, and double-time for work performed on Christmas and New Year's Day.

#### **11.04 RETIREMENT**

1. The Company will provide a 401(k) Retirement Plan ("401(k)"), a voluntary retirement savings account, to eligible employees through a third party administrator of the Company's choice. Eligible employees may defer earnings, pre-tax, up to a certain percentage of income as prescribed by law. Company contributions will equal twenty-five cents for every dollar of an employee's 401(k) contribution, up to a total of four percent of the individual employee's income.

##### **2. Eligibility**

a. Eligible employees are those persons twenty-one years of age or older and having completed a Year of Service as of January 1 or July 1. A "Year of Service" is twelve consecutive months of employment with the Company, during which at least 1,000 hours were worked.

b. Participation in the 401(k) shall begin only in January or July following the completion of a Year of Service. Changes to an employee's 401(k) contribution shall only be made in January or July, except: employees may reduce their contribution to zero at any time.

c. The following Vesting Schedule shall apply:

2 years of employment, 20%  
3 years of employment, 40%  
4 years of employment, 60%  
5 years of employment, 80%  
6 years of employment, 100%

d. The Company shall rely on the terms of its contract with the third party administrator with regard to a “Break in Service” (less than 500 hours worked in a year), which may or may not affect the employee’s Vesting Schedule, depending on the length of the break in service and other circumstances.

#### **11.05 HEALTH INSURANCE**

1. After 90 days from most recent hire date, eligible employees shall participate in the Company’s subsidized cafeteria style health insurance plan. Employees able to prove health insurance coverage elsewhere may waive coverage. Employees may choose their plan from those plans offered by the Company. Employees shall be responsible to pay any portion of premium which exceeds the amount subsidized by the Company.

2. The types of health insurance plans offered include Aetna/US Healthcare’s Citizen QPOS (“Plan A”), Charter QPOS (“Plan B”), and Patriot X QPOS (“Plan “D”). The Company’s subsidy will be equal to the cost of single coverage on “Plan A”, up to:

- a. \$140.55 per month, effective September 1, 2004;
- b. \$162.90 per month, effective September 1, 2005;
- c. \$179.19 per month, effective September 1, 2006.
- d. \$197.56 per month, effective September 1, 2007.
- e. \$217.31 per month, effective September 1, 2008.
- f. The Company, at its discretion, may, from time to time, increase the amount of the monthly subsidy.
- g.

3. During the course of this agreement, the Company reserves the right to obtain alternative coverage which is substantially similar in benefits to the current plans, in the event

that costs increase, alternative similar coverage is less expensive, or the plans are discontinued. The Company also reserves the right to self-insure.

#### **11.06 LIFE INSURANCE**

On the first day of the month following 90 days from most recent hire date, the Company will provide to full-time employees (working at least 40 hours a week) \$10,000 of term life insurance, under a group term life insurance policy of its choice, at no cost to employees. The employee chooses his/her beneficiary. Benefit amounts are reduced 35% (to \$6,500) at age 65, and 50% (to \$5,000) at age 70. Coverage ceases upon termination of employment.

#### **11.07 SHORT TERM DISABILITY**

On the first day of the month following 90 days from most recent hire date, the Company will provide to full-time employees (working at least 40 hours a week) short term disability coverage at no cost to employees, through an insurance carrier of the Company's choice. An employee may be eligible for benefits if unable to work for more than seven consecutive days due to a total disability (illness or injury), as certified by a licensed health care provider on documents specified by the insurance carrier, and when the injury/illness was not sustained during the course of employment or was self-inflicted. Payment of short term disability benefits equals 60% of the employee's annual/average weekly compensation up to a maximum of \$500 per week. Benefit amounts are reduced by 35% at age 65 and 50% at age 70. Benefits will cease on the earliest of: the employee returns to work, is no longer totally disabled, begins to receive benefits under any retirement plan sponsored by the Company, dies, or upon termination of employment, provided, that benefits shall not be paid for a period of more than twenty-six (26) weeks.

**ARTICLE 12**

**DRUG AND ALCOHOL POLICIES**

1. Employees who have a drug or alcohol problem are encouraged to voluntarily seek treatment. If, however, an employee reports to work intoxicated and/or under the influence of drugs, the Company may discipline the employee up to and including discharge. If the Company reasonably suspects that an employee is intoxicated and/or under the influence of drugs, while at work, the Company may require the employee to submit to testing by a qualified medical professional designated by the Company. Failure to submit to such testing may result in discharge.

2. Alcohol and illegal drugs/substances are strictly prohibited on Company property at all times. Any employee found in violation of this policy is subject to immediate discipline, up to and including termination.

**ARTICLE 13**

**ENTIRE AGREEMENT**

This Agreement sets forth the entire Agreement between the Company and the Union and cannot be modified or supplemented orally. The Company and the Union represent that no other agreement, oral or written, except as attached to or specifically incorporated in this Agreement, exists between them. The provisions of this Agreement shall govern the relationship between the Company and the Union and may only be modified by a written instrument signed by the Company and the Union.

## **ARTICLE 14**

### **DURATION**

The Agreement made and entered into and executed will remain in full force and effect for the period commencing August 2, 2004 and terminating 12:01 a.m. August 3, 2009, except, however, that the Company may, subsequent to July 1, 2007, provide written notice of its intent to reopen negotiations to amend this Agreement. The periods in which the Company may provide such notice to trigger reopener discussions shall be July 1, 2007 to August 31, 2007 and July 1, 2008 to August 31, 2008. In the absence of an amendment thereunder or the Company's implementation of a last, best and final offer, this Agreement shall continue in full force and effect from year to year thereafter unless either party desiring to amend or terminate this Agreement shall serve upon the other party written notice at least sixty (60) days prior to August 3, 2009 of its desire to amend or terminate this Agreement.

## APPENDIX "A"

### Union Leave Agreement Form

#### AGREEMENT

Kaolin Mushroom Farms (hereafter the "Company") and Union de Trabajadores de Kaolin, a/k/a Kaolin Workers Union (hereafter the "Union") agree to the following procedure regarding \_\_\_\_\_'s meeting with employees in the cafeterias on the Company's premises:

1. The Union and \_\_\_\_\_ agree to respect the rights of all employees to enjoy the cafeterias and acknowledge that \_\_\_\_\_ may visit the cafeterias for the purpose of meeting with individual bargaining unit employees or small groups of such employees in the context of the Union's representative status.
2. Failure to conduct visits in accordance with this agreement may result in a termination of \_\_\_\_\_'s rights of access to the cafeterias under the terms of this agreement.
3. The procedures agreed to herein will be separate from the right of \_\_\_\_\_ to meet with employees in the bargaining unit who have requested representation from the Union in relationship to grievances or interviews relating to potential disciplinary action as well as to meet with other persons in relationship to such grievances or interviews. Procedures to accommodate the need to meet with employees in the bargaining unit under such circumstances will be separately arranged between the Union and the Company.
4. \_\_\_\_\_'s access to the cafeterias shall be limited to the hours of 6 a.m. to 4:30 p.m., Monday through Friday and shall require advance notice to the Company in accordance with procedures herein.
5. For purposes of notification required herein, the Company shall designate one or more representatives of the Company at the Kennett farm as contact persons (hereafter "receptionist") for receipt of advance notice from \_\_\_\_\_. This receptionist shall be available by telephone, fax machine (fax number: 610-444-9595) and in person at least during the hours 8:00 a.m. to 4:30 p.m. Monday through Friday.
6. When seeking to visit the Kennett farm cafeteria during the above hours, \_\_\_\_\_ will report to the receptionist and sign in. He then will proceed directly to the cafeteria. Upon leaving the cafeteria, \_\_\_\_\_ will report to the receptionist and sign out.
7. When seeking to visit a cafeteria at another Kaolin facility, including M & J Farms and Alpine Farms, between 9 a.m. to 4:30 p.m. Monday to Friday, \_\_\_\_\_ will notify the receptionist at the Kennett farm by telephone, fax or in person, at last one (1) hour prior to \_\_\_\_\_'s planned visit as to which cafeteria he will be visiting and the time when he plans to arrive at the cafeteria at that facility. Upon leaving the cafeteria at that facility \_\_\_\_\_ shall notify the Kennett farm receptionist that he is leaving or has left the facility.

8. When seeking to visit a cafeteria at a Kaolin facility, including Kennett, M & J Farms, Alpine Farms, and the Cavazzini Farm at times when the receptionist is unavailable between 6:00 a.m. and 9:00 a.m. Monday to Friday, \_\_\_\_\_ shall notify the Kennett farm receptionist on a prior day when the receptionist is in the Kennett Farm office by telephone, fax or in person, as to which cafeteria he will be visiting, and the date and time for the visit. At the time \_\_\_\_\_ leaves the other facility, he shall notify the Kennett farm receptionist that he is leaving or has left the other facility.
9. This Agreement shall expire upon \_\_\_\_\_'s timely exercise of his right to seek reemployment with the Company or \_\_\_\_\_, whichever comes first.
11. This Agreement may be executed by signatories hereto in separate counterparts. It shall be effective upon execution hereof by a representative for each of the parties hereto and facsimile transmittal of a signed copy thereof to the attorneys for each of the parties.

For the Company:

For the Union:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Employee

**APPENDIX "B"**

**PIECE RATES**

Container	2-Aug-04		1-Aug-05		1-Aug-05		31-Jul-06		31-Jul-06		6-Aug-07		4-Aug-08	
	04 Rate A	04 Rate B	04 Adj. Rate A	04 Adj. Rate B	Year 1 Rate A	Year 1 Rate B	Year 2 Rate A	Year 2 Rate B	Year 3 Rate A	Year 3 Rate B	Year 4 Rate A	Year 4 Rate B	Year 5 Rate A	Year 5 Rate B
3 LARGE	\$0.59	\$0.61	\$0.59	\$0.61	\$0.60	\$0.62	\$0.61	\$0.63	\$0.63	\$0.65	\$0.64	\$0.66	\$0.65	\$0.67
5 REGULAR	\$0.67	\$0.70	\$0.69	\$0.73	\$0.71	\$0.75	\$0.72	\$0.76	\$0.74	\$0.78	\$0.75	\$0.79	\$0.77	\$0.81
5 SPECIAL	\$0.92	\$0.96	\$0.92	\$0.96	\$0.94	\$0.98	\$0.96	\$1.00	\$0.98	\$1.02	\$1.00	\$1.04	\$1.02	\$1.06
10 REGULAR	\$1.38	\$1.46	\$1.38	\$1.46	\$1.41	\$1.49	\$1.44	\$1.52	\$1.46	\$1.55	\$1.49	\$1.58	\$1.52	\$1.61
10 BUTTON	\$1.45	\$1.54	\$1.45	\$1.54	\$1.48	\$1.57	\$1.51	\$1.60	\$1.54	\$1.63	\$1.57	\$1.67	\$1.60	\$1.70
10 LB. PRIME	\$1.43	\$1.51	\$1.43	\$1.51	\$1.46	\$1.54	\$1.49	\$1.57	\$1.52	\$1.60	\$1.55	\$1.63	\$1.58	\$1.67
10 SPECIAL	\$1.80	\$1.91	\$1.80	\$1.91	\$1.84	\$1.95	\$1.87	\$1.99	\$1.91	\$2.03	\$1.95	\$2.07	\$1.99	\$2.11
8 OZ. CAPPED	\$1.35	\$1.43	\$1.35	\$1.43	\$1.38	\$1.46	\$1.40	\$1.49	\$1.43	\$1.52	\$1.46	\$1.55	\$1.49	\$1.58
8 x 10	\$0.97	\$1.04	\$0.97	\$1.04	\$1.07	\$1.14	\$1.09	\$1.16	\$1.11	\$1.19	\$1.14	\$1.21	\$1.16	\$1.23
10 OZ. CAPPED	\$1.23	\$1.34	\$1.23	\$1.34	\$1.25	\$1.37	\$1.28	\$1.39	\$1.31	\$1.42	\$1.33	\$1.45	\$1.36	\$1.48
12 OZ. CAPPED	\$1.40	\$1.51	\$1.40	\$1.51	\$1.43	\$1.54	\$1.46	\$1.57	\$1.49	\$1.60	\$1.52	\$1.63	\$1.55	\$1.67
16 OZ. CAPPED	\$1.49	\$1.59	\$1.49	\$1.59	\$1.52	\$1.62	\$1.55	\$1.65	\$1.58	\$1.69	\$1.61	\$1.72	\$1.65	\$1.76
16 OZ. STUFFER	\$1.56	\$1.63	\$1.56	\$1.63	\$1.59	\$1.66	\$1.62	\$1.70	\$1.66	\$1.73	\$1.69	\$1.76	\$1.72	\$1.80
24 OZ. CAPPED	\$1.43	\$1.53	\$1.43	\$1.53	\$1.46	\$1.56	\$1.49	\$1.59	\$1.52	\$1.62	\$1.55	\$1.66	\$1.58	\$1.69
40 OZ. CAPPED	\$1.93	\$2.05	\$1.93	\$2.05	\$1.97	\$2.09	\$2.01	\$2.13	\$2.05	\$2.18	\$2.09	\$2.22	\$2.13	\$2.26
6 COUNT STUFFER CAPS					\$0.65	\$0.69	\$0.66	\$0.70	\$0.68	\$0.72	\$0.69	\$0.73	\$0.70	\$0.75
12 COUNT STUFFER CAPS	\$0.85	\$0.90	\$0.85	\$0.90	\$0.87	\$0.92	\$0.88	\$0.94	\$0.90	\$0.96	\$0.92	\$0.97	\$0.94	\$0.99

**HARVESTER HOURLY RATES FOR ALL FARMS**

	2-Aug-04		2-Aug-04		1-Aug-05		1-Aug-05		31-Jul-06		31-Jul-06		6-Aug-07		6-Aug-07		4-Aug-08		4-Aug-08	
<b>Min. Hourly Rate</b>	<b>04 Rate Rate A</b>	<b>04 Rate Rate B</b>	<b>04 Adj. Rate A</b>	<b>04 Adj. Rate B</b>	<b>Year 1 Rate A</b>	<b>Year 1 Rate B</b>	<b>Year 2 Rate A</b>	<b>Year 2 Rate B</b>	<b>Year 3 Rate A</b>	<b>Year 3 Rate B</b>	<b>Year 4 Rate A</b>	<b>Year 4 Rate B</b>	<b>Year 5 Rate A</b>	<b>Year 5 Rate B</b>						
Harvester Min. Hourly Rate A	\$6.69	\$6.69	\$6.69		\$6.82		\$6.96		\$7.10		\$7.24		\$7.39							
Harvester Min. Hourly Rate B		\$6.69		\$6.69		\$6.82		\$6.96		\$7.10		\$7.24		\$7.38						
Harvester Min. Hourly Rate B1		\$6.69		\$6.69		\$6.82		\$6.96		\$7.10		\$7.24		\$7.39						
Harvester Min. Hourly Rate B2		\$6.56		\$6.56		\$6.69		\$6.82		\$6.96		\$7.10		\$7.20						
Harvester Min. Hourly Rate B3		\$6.25		\$6.25		\$6.35		\$6.45		\$6.55		\$6.65		\$6.75						
Harvester Min. Hourly Rate B4		\$6.00		\$6.00		\$6.10		\$6.20		\$6.30		\$6.40		\$6.50						
Harvester Min. Hourly Rate B5		\$5.75		\$5.75		\$5.85		\$5.95		\$6.05		\$6.15		\$6.25						
Harvester Min. Hourly Rate B6		\$5.50		\$5.50		\$5.60		\$5.70		\$5.80		\$5.90		\$6.00						
Harvester Min. Hourly Rate B7		\$5.35		\$5.35		\$5.40		\$5.45		\$5.50		\$5.60		\$5.70						
Harvester Hourly Meeting Rate	\$7.52	\$7.52	\$7.52	\$7.52	\$7.67	\$7.67	\$7.82	\$7.82	\$7.98	\$7.98		\$8.14		\$8.30						

**NON-HARVESTING HOURLY RATES FOR ALL FARMS**

	2-Aug-04		2-Aug-04		1-Aug-05		1-Aug-05		31-Jul-06		31-Jul-06		6-Aug-07		6-Aug-07		4-Aug-08		4-Aug-08	
<b>Hourly Rate</b>	<b>04 Rate A</b>	<b>04 Rate B</b>	<b>04 Adj. Rate A</b>	<b>04 Adj. Rate B</b>	<b>Year 1 Rate A</b>	<b>Year 1 Rate B</b>	<b>Year 2 Rate A</b>	<b>Year 2 Rate B</b>	<b>Year 3 Rate A</b>	<b>Year 3 Rate B</b>	<b>Year 4 Rate A</b>	<b>Year 4 Rate B</b>	<b>Year 5 Rate A</b>	<b>Year 5 Rate B</b>						
Waterman	\$7.85	\$8.52	\$7.85	\$8.52	\$8.01	\$8.69	\$8.17	\$8.86	\$8.34	\$9.03	\$8.51	\$9.21	\$8.68	\$9.40						
Utility	\$7.75	\$8.42	\$7.75	\$8.42	\$7.91	\$8.59	\$8.06	\$8.76	\$8.24	\$8.92	\$8.40	\$9.10	\$8.57	\$9.29						
Operator	\$8.97	\$9.92	\$8.97	\$9.92	\$9.15	\$10.12	\$9.33	\$10.32	\$9.54	\$10.51	\$9.73	\$10.72	\$9.92	\$10.94						

### Contract Tasks

#	Job	Crew	Divison	Description	04 Rate	04 Adj.	2-Aug-04 Year 1	1-Aug-05 Year 2	31-Jul-06 Year 3	6-Aug-07 Year 4	4-Aug-08 Year 5
<b>a.</b>	<b>Casing</b>			Rates are per house, for a four-person crew, based on actual house square footage							
				Per Square Foot:	0.0408	0.0408	0.0416	0.0424	0.0432	0.0441	0.0449
		4		Per Square Foot, exception for Kennett Houses 42, 43, 44 and 45:	0.0499	0.0499	0.0509	0.0519	0.0529	0.0540	0.0550
		4		Hand-up bonus, where applicable, will be:	\$35.00	\$35.00	\$35.70	\$36.41	\$37.14	\$37.88	\$38.64
<b>b.</b>	<b>Clean-Out</b>										
		3	Kennett	60 ft. house	\$236.93	\$236.93	\$241.67	\$246.50	\$251.43	\$256.46	\$261.59
		3	Kennett	72 ft. house	\$276.97	\$276.97	\$282.51	\$288.16	\$293.92	\$299.80	\$305.79
		3	Kennett	100 ft. house	\$347.34	\$347.34	\$354.29	\$361.38	\$368.61	\$375.98	\$383.50
		2	Alpine M&J	Includes Clean Up of House and Removal of Nets	\$278.57	\$278.57	\$284.14	\$289.82	\$295.62	\$301.53	\$307.56
<b>c.</b>	<b>Loading Mixers</b>										
		2	Kennett	60 ft. house	\$117.01	\$117.01	\$119.35	\$121.74	\$124.17	\$126.65	\$129.19
		2	Kennett	72 ft. house	\$128.70	\$128.70	\$131.27	\$133.90	\$136.58	\$139.31	\$142.10
		2	Kennett	100 ft. house	\$163.81	\$163.81	\$167.09	\$170.43	\$173.84	\$177.32	\$180.86
		1	Alpine M&J	Rate is per mixer for one person in addition to the applicable hourly rate.	\$16.72	\$16.72	\$17.05	\$17.39	\$17.74	\$18.09	\$18.46
<b>d.</b>	<b>Installation of Nets</b>										
		1	Alpine M&J	Rate is per house for one person.	\$66.86	\$66.86	\$68.20	\$69.56	\$70.95	\$72.37	\$73.82
<b>e.</b>	<b>Spraying</b>										
		2	Kennett	Rates include "washdown"							
				60 ft. house	\$141.14	\$141.14	\$143.96	\$146.84	\$149.78	\$152.78	\$155.83
				72 ft. house	\$164.57	\$164.57	\$167.86	\$171.22	\$174.64	\$178.13	\$181.70
				100 ft. house	\$225.08	\$225.08	\$229.58	\$234.17	\$238.85	\$243.63	\$248.50
		1	Alpine	Rate is per house for one person.	\$70.57	\$70.57	\$71.98	\$73.42	\$74.89	\$76.39	\$77.92

#	Job	Crew	Divison	Description	04 Rate	04 Adj.	2-Aug-04 Year 1	1-Aug-05 Year 2	31-Jul-06 Year 3	6-Aug-07 Year 4	4-Aug-08 Year 5
			M&J farm:	Applicable utility hourly rate							
<b>f.</b>	<b>Washdown Houses</b>										
		1	Alpine M&J		\$70.57	\$70.57	\$71.98	\$73.42	\$74.89	\$76.39	\$77.92
		1	Alpine M&J	Exception for Alpine house #7, which is paid at single rate.	\$35.29	\$35.29	\$36.00	\$36.72	\$37.45	\$38.20	\$38.96
<b>g.</b>	<b>Loading Trucks</b>										
			Alpine M&J	Rate is per day	\$72.43	\$72.43	\$73.88	\$75.36	\$76.87	\$78.41	\$79.98
<b>h.</b>	<b>Drive Bus &amp; Sweep Floor</b>										
		2 or 3	Kennett	Effective August 30, 2004. Sweep floor only. In Kennett does not include drive bus.		\$137.25	\$140.00	\$142.80	\$145.66	\$148.57	\$151.54
		1	Alpine	Rate is for one person per day, in addition to the applicable hourly rate.	\$72.43	\$72.43	\$73.88	\$75.36	\$76.87	\$78.41	\$79.98
		1	M&J	Effective August 30, 2004		\$89.22	\$91.00	\$92.82	\$94.68	\$96.57	\$98.51
<b>i.</b>	<b>Unload Peat Moss Trailer</b>										
			Kennett Alpine	Rate is per trailer	\$138.17	\$138.17	\$140.93	\$143.75	\$146.63	\$149.56	\$152.55

**APPENDIX C**

**PRODUCTION STANDARDS**

1. **Minimum Hourly Rates for Harvesting Employees.** The following are the applicable minimum hourly rates for harvesting employees at all farms after their probationary periods:

Harvester Minimum Hourly Rate	Year 1	Year 2	Year 3	Year 4	Year 5
	Rate B	Rate B	Rate B	Rate B	Rate B
Harvester Min. Hourly Rate B1	\$6.82	\$6.96	\$7.10	\$7.24	\$7.39
Harvester Min. Hourly Rate B2	\$6.69	\$6.82	\$6.96	\$7.10	\$7.20
Harvester Min. Hourly Rate B3	\$6.35	\$6.45	\$6.55	\$6.65	\$6.75
Harvester Min. Hourly Rate B4	\$6.10	\$6.20	\$6.30	\$6.40	\$6.50
Harvester Min. Hourly Rate B5	\$5.85	\$5.95	\$6.05	\$6.15	\$6.25
Harvester Min. Hourly Rate B6	\$5.60	\$5.70	\$5.80	\$5.90	\$6.00
Harvester Min. Hourly Rate B7	\$5.40	\$5.45	\$5.50	\$5.60	\$5.70

2. **Applicability of Rates.** Except as specified below, the minimum hourly rate applicable to harvesting employees will be Rate B. Rates B1 through B7 will serve as the minimum hourly rate only in circumstances described below.

3. **Non-Probationary Harvesting Employees.** For employees who have successfully completed their Probation under Article 5.01 of the Contract, Rates B1 through B7 may become their applicable minimum hourly rate if the employee's effective hourly Piece Rate B rate for each of three consecutive weeks (*i.e.*, what the employee would have received on a piece rate basis absent any applicable minimum rates) is less than 97% of Rate B1.

Min. Hourly Rate	Year 1	Year 2	Year 3	Year 4	Year 5
	Rate B Minimum Productivity	Rate B Minimum Productivity	Rate B Minimum Productivity	Rate B Minimum Productivity	Rate B Minimum Productivity
Harvester Min. Hourly Rate B1 97%	\$6.62	\$6.75	\$6.89	\$7.02	\$7.17
Harvester Min. Hourly Rate B2 97%	\$6.49	\$6.62	\$6.75	\$6.89	\$6.98
Harvester Min. Hourly Rate B3 97%	\$6.16	\$6.26	\$6.35	\$6.45	\$6.55
Harvester Min. Hourly Rate B4 97%	\$5.92	\$6.01	\$6.11	\$6.21	\$6.31
Harvester Min. Hourly Rate B5 97%	\$5.67	\$5.77	\$5.87	\$5.97	\$6.06
Harvester Min. Hourly Rate B6 97%	\$5.43	\$5.53	\$5.63	\$5.72	\$5.82
Harvester Min. Hourly Rate B7 Min.	\$5.20	\$5.25	\$5.30	\$5.40	\$5.50

a. In this instance, the employee's applicable minimum hourly rate will be based on the weighted average effective hourly piece rate over that period (*i.e.* total piece rate earnings over the three previous weeks divided by total picking hours worked over the previous three weeks) as set forth in the table above.

b. Once a Minimum Hourly Rate B1 through B6 has been established, the employee's weekly effective hourly Piece Rate B (*i.e.*, what the employee would have received on a piece rate basis absent any applicable minimum rates) must be below the required minimum piece rate earnings threshold for that rate in each of *three consecutive weeks* before it is reduced to a lower rate. The required weekly minimum piece rate earnings threshold for each Rate B1 through B6 are set forth above.

4. **Notice.** An employee whose effective hourly rate triggers a new minimum hourly rate (higher or lower) will receive notice of the new applicable minimum rate no later than end of day Friday following the completion of the particular three work week period. The new minimum hourly rate will become effective for the pay period which commences on the following Monday.

5. **Higher Minimum Rates.** Employees who have an applicable Minimum Hourly Rate B1 through B7 can progress to a higher applicable minimum hourly rate. Once a Minimum Hourly Rate B1 through B7 has been established, the employee's weekly effective hourly Piece Rate B (*i.e.*, what the employee would have received on a piece rate basis absent any applicable minimum rates) must be above the required minimum piece rate earnings threshold for that rate in each of *three consecutive weeks* before it is raised to a higher rate. In this event, the employee will, upon receiving notice, be subject to the highest of Rates B through B7, according to paragraph 3 above.

6. **Transfer from Harvester Position.**

a. Any harvesting employee who has been assigned an hourly guaranteed minimum rate B3, B4, B5, B6 or B7 shall be notified in writing of their right to pursue a transfer to other bargaining unit positions pursuant to Article 5.03 of the Collective Bargaining Agreement. Such notice shall be issued only once during a period of employment.

i. The Company shall maintain a list of harvesting employees who have requested consideration for such transfers.

ii. Where all other relevant factors are equal, persons on that list shall be entitled to priority for consideration for such transfers based upon their seniority with the Company.

b. Any harvesting employee who has been assigned an hourly guaranteed minimum rate B3, B4, B5, B6 or B7 shall be notified in writing of procedures to apply for other positions with the Company. Such notice shall be issued only once during a period of employment.

7. **Removal From Harvester Position.** If, while subject to Rate B7, any employee's effective hourly Piece Rate B rate for each of three consecutive weeks (*i.e.*, what the employee would have received on a piece rate basis absent any applicable minimum rates) are less than

	Year 1	Year 2	Year 3	Year 4	Year 5
	Rate B	Rate B	Rate B	Rate B	Rate B
	Minimum	Minimum	Minimum	Minimum	Minimum
Min. Hourly Rate	Productivity	Productivity	Productivity	Productivity	Productivity
Harvester Min. Hourly Rate B7 Min.	\$5.20	\$5.25	\$5.30	\$5.40	\$5.50

the employee will receive written notice of intent to terminate employment with the Company.

a. During the fourteen (14) days following issuance of notice, the employee may pursue job vacancies pursuant to Paragraph 7 above.

b. Failure to obtain a vacant position within the bargaining unit or failure to receive and accept an offer for employment in a position with the Company outside the bargaining unit may result in the employee's termination from employment at the conclusion of the fourteen (14) day period unless the employee's weighted average effective hourly rate has over the preceding two-week period increased to above \$5.35 per hour.

c. Such harvesting employees who have requested transfer to other positions with the Company pursuant to Paragraph 6 shall retain their position on the list for consideration for such vacancies based upon their seniority at the time of their separation from employment for a period of one year.

## **APPENDIX D**

### **START/FINISH TIME POLICY**

1. This policy shall cover all work days. The normal starting time for Harvesting Employees is 5:00 a.m.
2. Time cards can be punched-in no earlier than 4:45 a.m.
3. Punching in up until 5:10 a.m. will be tolerated without the consequence of tardiness.
4. Hangers will be made available at 5:00 a.m.
5. Picking will continue until management determines it is complete.
6. If the workload requires it, employees will continue harvesting until 4:30 p.m. at which time they will leave their assigned house, deposit their hangers in the hanger room, and proceed immediately to punch their cards.
7. Management reserves the right to ask for volunteers to continue harvesting past 4:30 p.m.
8. Tardiness will be treated in the following manner:
  - a. Up to three (3) incidents of tardiness without good cause in a thirty (30) day period will result in no disciplinary action.
    - i. Any employee who obtains advance permission from a supervisor to report to work at a starting time later than the normal starting time shall not be considered tardy.
  - b. Employees are responsible to provide their supervisor with the reasons for their tardiness, where it is asserted to be for good cause, immediately upon arrival to work.
    - i. Management will inform the employee at the time of the tardiness as to its determination if the tardiness is for good cause.
    - ii. If management determines that the tardiness is not for good cause, it will inform the employee of such and will note on the timecard that an unexcused tardiness has occurred.
    - iii. Management will also document the unexcused tardiness on an internal tardiness report, the information of which will be available to any employee upon request.
    - iv. If the employee fails to notify their supervisor of the tardiness immediately upon arrival to work, or if the employee makes no assertion that the tardiness is for

good cause, the tardiness will be deemed unexcused, and management will not be obligated to inform the employee that the tardiness is unexcused, other than to so note on the employee's timecard and on the internal tardiness report.

- v. For all employees with an unexcused tardiness that is less than thirty (30) days old, management will note on those timecards the number of time the employee has been tardy in the thirty (30) day period from the Monday in which the timecards are issued.
- c. Disciplinary Action for Tardiness: If more than three (3) incidents of unexcused tardiness occur in a thirty (30) day period, the following discipline policy will be followed:
- i. Verbal warning for 1<sup>st</sup> tardiness offense
  - ii. Written warning for 2<sup>nd</sup> tardiness offense
  - iii. One day suspension for 3<sup>rd</sup> tardiness offense
  - iv. Three day suspension for 4<sup>th</sup> tardiness offense
  - v. Five day suspension for 5<sup>th</sup> tardiness offense
  - vi. Termination for 6<sup>th</sup> tardiness offense
- d. Effect of previous discipline for tardiness:
- i. Any employee who has received a verbal warning for a first tardiness offense shall be treated as having expunged that warning for tardiness if the employee is subject to no further disciplinary action for lateness within the thirty (30) days following the incident of tardiness that was the basis for that warning.
  - ii. Any employee who has received a written warning for a second tardiness offense shall be treated as having expunged that warning if the employee is subject to no further disciplinary action for lateness within sixty (60) days following the incident of tardiness that was the basis for that warning.
  - iii. Disciplinary notices that are more than 90 days old will not be considered in the above discipline policy.
9. Scheduled break times will be provided (but are not mandatory) as follows:
- a. Thirty (30) minute morning break between 6:00 a.m. and 9:00 a.m., in which employees remain punched-in.
  - b. Thirty (30) minute lunch break between 12:00 a.m. and 12:00 p.m., in which employees remain punched-in.

- c. Any employee who wishes to leave work early or during working hours, must receive authorization from their supervisor no later than at the start of the workday. Such authorization will be at the discretion of the supervisor, which will not be unreasonably withheld.
- d. Employees are not permitted to leave Company property for any reason unless they are punched-out and have received authorization from their supervisor. If an employee wishes to take one of the above breaks off of Company property, they must first punch-out.

**APPENDIX E**

**DAYS OFF POLICY**

**Entitlement to Days Off From Work**

Harvesters are expected to work, on an alternating basis, five (5) and (6) day workweeks, unless absent from work for justifiable or other reasons authorizing an absence. Justifiable reasons for absence may include:

- Medical or dental appointments;
- Medical disability;
- Family emergency;
- Court appearance;
- Leaves of absence as authorized under the collective bargaining agreement and the personnel policies of the Employer;
- Such good cause as may be acceptable to Management.

Harvesters who took less *than* two days off during the previous week are authorized to take up to two days off.

Harvesters who took two days off during the previous week may only take more than one day off for justifiable or other reasons authorizing an absence.

Harvesters are expected to work on their scheduled workdays unless excused.

Harvesters are permitted to work on their scheduled days off.

**Selection of Days Off**

Harvesters may select their days-off schedule from available day-off schedule slots.

Harvesters may select either:

- One regular weekly day off, or
- One regular day off for one week and two regular days off in alternating weeks.

The number of available day-off schedule slots is based on the following schedule:

Number of Harvesters in a Team	Number of Harvesters Permitted Off in a Day	Number of Harvesters Required to Work in a Team Each Day of the Workweek
25	5-6	19-20
24	5-6	18-19
23	5-6	17-18
22	4-5	17-18
21	4-5	16-17
20	4-5	15-16
19	4-5	14-15
18	3-4	14-15
17	3-4	13-14
16	3-4	12-13

Number of Harvesters in a Team	Number of Harvesters Permitted Off in a Day	Number of Harvesters Required to Work in a Team Each Day of the Workweek
15	3-4	11-12
14	3-4	10-12
13	3-4	9-10
12	2-3	9-10
11	2-3	8-9
10	2-3	7-8
9	1-2	7-8
8	1-2	6-7
7	1-2	5-6
6	1-2	4-5
5	1-2	3-4
4	0-1	3-4
3	0-1	2-3
2	0-1	1-2
1	0-1	0-1

Seniority will control Harvester priority in selecting days off within the Team, and Management will so assign days off, unless Harvesters in the Team agree among themselves otherwise.

**Days Off for Harvesters Who Took Less Than Two Days Off The Previous Week and Who Opt To Not Have Regularly Scheduled Second Days Off in Alternating Weeks**

Harvesters who took *less than* two days off during the previous week, do not have a scheduled second day off in alternating weeks, and desire a second day off, shall request from their Team Supervisor the day they would like to take off from available day-off schedule slots.

Priority in advance scheduling of second days off shall be in the following order:

- Requests shall be honored in the order received when made before Friday of the week prior to the anticipated second day off.
- Requests shall be honored in order of Harvester seniority within the Team when made on or after Friday of the week prior to the anticipated second day off.

**Changing Days Off**

Harvesters may switch scheduled days off with other Harvesters within their Team, upon notification to the Team Supervisor the prior day.

**Transfer to Another Harvesting Team**

Subject to certain limitations, Harvesters may transfer to another Team at the same farm. A transfer to another Team may be based on an available day-off schedule slot within the other Team or by mutual consent of Harvesters in two separate teams.

Transfers to another Team are limited as follows:

- Due to limitations of the company’s payroll program, transfers to another Team are effective on Monday, only. Mid-workweek transfers are not permitted.
- Harvesters permitted to transfer to another Team will be required, as part of the transfer, to accept the best available position within the new Team, which may be different from the position the Harvester enjoys in the Team transferred from.

Management maintains the right to refuse a transfer request when to do so would reduce the number of Harvesters in the current Team below acceptable levels or increase the number of Harvesters in the new Team above acceptable levels.

Transfers between Teams are limited to one transfer in a three (3) month period; however, in extenuating circumstances, Management, at its discretion, may approve a transfer on a more frequent interval.

Harvesters seeking transfer into specialized Teams assigned to picking “special” mushrooms are required to have the requisite skill level appropriate, as determined by Management, to such a specialty mushroom Team.

### **Changes in Harvesting Team Composition**

If a Harvester leaves a Team (either by transfer or cessation of employment), remaining Harvesters in the Team may request to change their scheduled days off to that of the former Team member, contingent on maintaining an even distribution within that Team of persons working, as per the schedule at B.8. Seniority will control priority within the Team if more than one member of the Team requests the available day-off slot.

### **Harvesters Needing Particular Days Off**

A Harvester with a justifiable reason for needing a particular scheduled work day (or portion of a work day) off and inability to switch the day off with another Team member may obtain prior authorization from the Team Supervisor for the day (or portion of the day) off when requested no later than noon the day before.

In this instance, the Harvester may be required to work on a scheduled day off the same week, depending on labor and production needs, except for justifiable reason or where otherwise authorized to be absent.

Where reasonable, verification of the need for the requested day off may be required.

### **Inability to Get to Work**

When Harvesters, for reasons beyond their control, are unable to come to work on a scheduled work day, the Harvester shall not be subject to discipline for failure to report to work when the absence was for a justifiable reason.

Such Harvester shall notify the company prior to the Harvester’s start time unless unable to do so for reasons beyond the Harvester’s control.

Management may reasonably request documentation regarding the absence.

The company provides a 24-hour bi-lingual phone messaging system for recording such notifications.

### **Holidays**

Harvesters scheduled off on a Holiday shall be permitted to work on the Holiday, at the discretion of the Harvester, except in the unlikely event that all three farms are not harvesting on the holiday.

In the event any individual farm does not harvest on a holiday, Harvesters have the option of reporting to work, if they desire, at one of the other farms on the holiday.

Holiday Pay will be paid for work performed on these Holidays: Good Friday, Thanksgiving, Christmas and New Year's Day.

Harvesters earning Holiday Pay will receive time plus one-half for work performed on Good Friday and Thanksgiving Day, and double-time for work performed on Christmas and New Year's Day.

### **Working on Scheduled Days Off**

Management may request that Harvesters work on certain days off; however, Harvesters are not obligated to work on their scheduled days off.

Management and Harvesters will keep track of any days worked on scheduled days off, when worked at Management's request.

Thereafter, a Harvester who works on a scheduled day off, at Management's request, will be eligible to take off another day, at the mutual convenience of Management and Harvester.

Harvesters who work on scheduled days off, at Management's request, may "bank" such days worked on scheduled days off, up to a maximum of 15 banked days, for a period not to exceed 150 days.

Harvesters may use banked days in conjunction with their regularly scheduled days off, vacations or personal leaves at the mutual convenience of Management and the Harvester; however no authorized absences, including personal leaves taken in conjunction with banked days, shall exceed 12 weeks in a 12-month period.

Harvesters working on scheduled days off without Management request are not eligible to bank days.

Banked days have no monetary value.

In the event that production and labor needs preclude Management from authorizing the use of some or all banked days within 150 days, Management may, at its discretion, extend the time period for use of banked days.

### **Additional Days Off at Discretion of Management**

Harvesters who took two days off the previous week and are not entitled to schedule an additional day off as provided within this policy, may be authorized by Management to take additional days off based on production and labor needs on a first request basis.

### **Recordkeeping and Discipline**

Management will notify Harvesters whenever Management has determined a Harvester was absent without prior authorization and without a justifiable reason.

For the first two weeks following policy implementation, there will be an "adjustment period" for absences.

These disciplinary procedures shall be followed for Harvesters with unexcused absences on scheduled work days:

1 <sup>st</sup> offense	-	verbal warning
2 <sup>nd</sup> offense	-	written warning
3 <sup>rd</sup> offense	- -	1 day suspension
4 <sup>th</sup> offense	- -	3 day suspension
5 <sup>th</sup> offense	- -	5 day suspension
6 <sup>th</sup> offense	- -	dismissal

When the only disciplinary notice on record is a verbal warning, such disciplinary notice shall be considered expunged from the Harvester's record when such disciplinary notice is over 180 days old.

Prior discipline more than 365 days old shall not generally be relevant to subsequent disciplinary action, except disciplinary notices issued for failure to report to work as scheduled on a holiday will not be expunged for a period of 366 days.

**AGREEMENT**

AND NOW THIS        day of September, 2004, the Kaolin Workers Union (Union de Trabajadores de Kaolin), agrees to the terms of the August 2, 2004 – August 3, 2009 Collective Bargaining Agreement

**ACUERDO**

Este día \_\_ de septiembre de 2004, la Unión de los Trabajadores de Kaolin (“Kaolin Workers Union”) acuerda a los provisions del Acuerdo Colectivo del 2 de agosto del año 2004 al 3 de agosto del año 2009

**For the Kaolin Workers Union:    / Para la Unión de los Trabajadores de Kaolin :**

\_\_\_\_\_  
+ FIDEL VAZQUEZ

~~Ramiro Valdez~~

Jon Jesus Silva  
Eugen Dierge &

Romel Juárez parra  
Marcos León

**AGREEMENT**

AND NOW THIS        day of September, 2004, the Kaolin Workers Union (Union de Trabajadores de Kaolin), agrees to the terms of the August 2, 2004 – August 3, 2009 Collective Bargaining Agreement

**ACUERDO**

Este día \_\_ de septiembre de 2004, la Unión de los Trabajadores de Kaolin (“Kaolin Workers Union”) acuerda a los provisions del Acuerdo Colectivo del 2 de agosto del año 2004 al 3 de agosto del año 2009

**For the Kaolin Workers Union:    / Para la Unión de los Trabajadores de Kaolin :**

Fidel Guadarrama  
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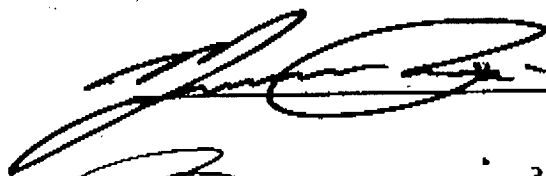
**AGREEMENT**

AND NOW THIS <sup>15<sup>th</sup> KE</sup> ~~14<sup>th</sup>~~ day of September 2004, Kaolin Mushroom Farms agrees to the terms of the August 2, 2004 - August 3, 2009 Collective Bargaining Agreement.

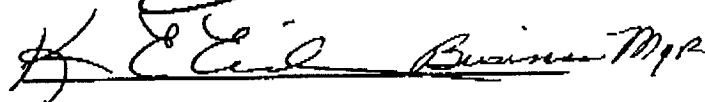
**ACUERDO**

Este día <sup>15<sup>th</sup> KE</sup> ~~14~~ de septiembre de 2004, Kaolin Mushroom Farms acuerda a los provisions del Acuerdo Colectivo del 2 de agosto del año 2004 al 3 de agosto del año 2009.

For Kaolin Mushroom Farms:  
Para Kaolin Mushroom Farms:

 - PRES.

 - HR. MGR

 Business Mgr.

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