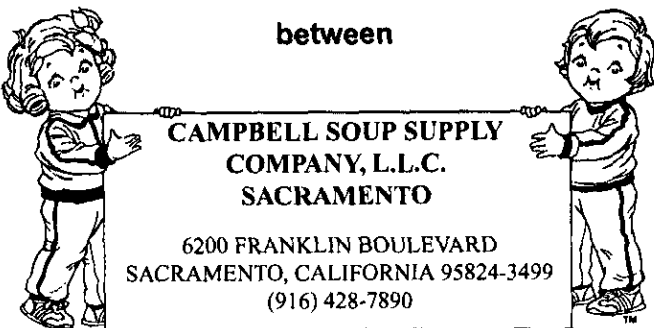


Collective Bargaining Agreement

between



AND

**TEAMSTERS LOCAL 228
FOOD PROCESS WORKERS,
WAREHOUSEMEN AND HELPERS IN
SACRAMENTO, AND PUBLIC, PROFESSIONAL
AND MEDICAL EMPLOYEES**

4600 47TH AVENUE, SUITE 205
SACRAMENTO, CALIFORNIA 95824
(916) 451-6694 (916) 395-0437

FEBRUARY 10, 2003 THROUGH MAY 7, 2006

**COLLECTIVE BARGAINING
AGREEMENT BETWEEN**

**CAMPBELL SOUP SUPPLY COMPANY, L.L.C.
SACRAMENTO**

6200 FRANKLIN BOULEVARD
SACRAMENTO, CALIFORNIA 95824-3499
(916) 428-7890

AND

**TEAMSTERS LOCAL 228
FOOD PROCESS WORKERS, WAREHOUSEMEN
AND HELPERS IN SACRAMENTO, AND PUBLIC,
PROFESSIONAL AND MEDICAL EMPLOYEES**

4600 47TH AVENUE, SUITE 205
SACRAMENTO, CALIFORNIA 95824
(916) 451-6694 (916) 395-0437

1. TERMS

- 1.1 Wherever the word "Company" is used in this Agreement, it shall refer to Campbell Soup Supply Company, L.L.C., Sacramento.
- 1.2 Wherever the word "Union" is used in this Agreement, it shall refer to Teamsters Local 228 Food Process Workers, Warehousemen and Helpers in Sacramento and Public, Professional and Medical Employees.
- 1.3 Wherever the word "employees" is used in this Agreement, it shall refer to and include all bargaining unit men and women employed by the Company in

its facility at Sacramento, California, as defined by the N.L.R.B. in case #20. RC-6 dated March 29, 1948.

- 1.4 The term "Employees" as used throughout this Agreement shall exclude salaried employees.
- 1.5 The term "Qualified" used in this Agreement refers to the ability to perform the job in question with minimal training.

2. RECOGNITION

- 2.1 The Company hereby recognizes Teamsters Local 228 Food Process Workers and Warehousemen and Helpers in Sacramento, and Public, Professional and Medical Employees, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America, as the sole and exclusive bargaining agent for the employees at Campbell Soup Supply Company, L.L.C.'s Sacramento Plant, within the bargaining unit as described in Section 1 above. The Company recognizes the right of the employees to join the Union, and will not interfere with this right.

3. PLEDGE OF COOPERATION

- 3.1 The parties to this Agreement realize that the things that would be for the best interest of the Union, employees, and Company, in the long run, are largely identical and all will benefit by a continuous, peaceful operation of the industrial processes and an intelligent, constructive effort to resolve any differences that may arise.

- 3.2 The Company and the Union have entered into a partnership that will assure an efficient and profitable operation while pledging collectively to do everything within their power to support High Performance Work Teams. The Company has made a commitment to continually invest in employees to provide them with the skills, training and resources to operate their business units most efficiently. The Union leadership will support teams by their actions and words. A Steering Committee made up of management and union leadership will oversee the implementation and continuing progress of High Performance Work Teams.

In addition, the Company and the Union agree to conduct themselves individually and collectively as to reflect favorably on the business, and improve the public standing of the Company and the Union, and to promote the sale of the Company's products to the general public.

4. UNION SECURITY

- 4.1 Any employee in the bargaining unit, on the effective date of this Agreement, who is a member on or after the 30 days following that date, shall as a condition of employment remain a member of the Union in good standing during the term of this Agreement. Good standing shall be the payment of the initiation fee and monthly periodic dues uniformly required as a condition of retaining membership.
- 4.2 Any employee entering the bargaining unit after the effective date of this Agreement, upon completion of his/her 30 day period, shall as a condition of employment, pay to the Union an amount equal to the periodic dues, or may become

a financial core fee payer, that is, he/she may pay a percentage of the initiation fee and monthly dues, based on the amount of the Union's collective bargaining expenditures as opposed to the Union's total expenditures.

The company will deduct from his/her wages and turn over to the proper officers of Local 228 the current dues and initiation fees from all employees in the bargaining unit, who have certified in writing that they authorize such deduction. This authorization will become invalid and deductions will stop on the date the National Labor Relations Board certifies another organization to be the collective bargaining agent for the employee who has authorized such deduction.

- 4.3 The Union is dedicated to the principles of obtaining, through the process of collective bargaining, fair and just remuneration for the labor of its members and sufficient leisure for mental cultivation and physical recreation. It seeks to regulate, its conduct as a union and as individuals to make the occupation of its members an honest and honorable means of earning a decent and respectable living, without discrimination against any person because of race, color, religion, sex, sexual orientation, age, marital status, veteran status, disability, or national origin or any other characteristic protected by law.
- 4.4 The Union on its part agrees that neither the Union nor its members will solicit membership nor engage in other union activities on Company time. The Union also agrees that its members will not engage in any mass union activity on Company property.
- 4.5 The Company will continue its practice of keeping

transfers to a minimum.

- 4.6 Salaried personnel shall not perform work covered by the terms of the contract. The Company shall restrict all salaried employees from performing manual labor normally performed by members of the bargaining unit except for the purpose of instructing or taking appropriate action in the case of emergencies. Any questions arising from this section shall constitute a Third Step grievance. Hourly employees will not be transferred to a salaried status solely to perform the work covered by this labor agreement.

5. HEALTH AND WELFARE

- 5.1 The Company will provide an employee with a Savings and 401(k) Plan for hourly employees, a Pension Plan, a Retiree Medical Plan, Life Insurance, Additional and Graduated Premium Life Insurance, Medical Insurance, Dental Insurance, Vision Care Plan, Sick Leave Plan, and a Long-Term Disability Plan. The Company will give eligible employees suitable booklets describing these benefits.

6. WAGES

- 6.1 The base rates of jobs will be increased in accordance with the Base Rate Schedules, which are attached to and made part of this agreement.
- 6.2 The Company and the Union agree to the principle of equal pay for equal work.

7. HOURS OF WORK AND OVERTIME PAY

- 7.1 Insofar as production schedules permit, the Company will establish a normal work week of 40

hours of work exclusive of meal times in each payroll week made up of five eight hour shifts worked daily, Monday through Friday for first (1st) and second (2nd) shifts. Third (3rd) shift employees will be scheduled for six and one-half (6.5) hours per day except for Maintenance Department employees. If a 3rd shift employee works over 6.5 hours on a given day, the employee will be paid time and one-half for all hours in excess of 6.5 hours. 1st shift employees will not be brought in early to avoid paying overtime to 3rd shift employees.

The parties recognize the Company's right to schedule abnormal work weeks; however, the Company will continue its practice of not giving maintenance employees a day off during their regular work week in order to do emergency work on Saturday and Sunday.

Employees called to work on their regular day off shall not be scheduled off another day of that week for the sole purpose of avoiding overtime or premium day payments. Employees called in prior to their scheduled starting time will be allowed to finish their regular shift.

- 7.2 Any employee called in prior to the beginning of his/her regular shift shall be paid time and one-half for such hours providing he/she completed his/her regular shift. Such hours prior to his/her regular starting time shall not be pyramided with other daily overtime. Leaders, Team Leaders, Area Specialist, Bracket A employees, and Coordinators will not be assigned overtime or premium day work to displace a regular employee but shall share in the overtime or premium day work on the same basis as regular employees. The opportunity to work overtime will be equalized to the extent reasonable among business unit employees who are fully qualified to perform the work.

Under normal business conditions an employee will not be required to work more than three (3) consecutive weekends (Saturday or Sunday) unless on the fourth (4) consecutive weekend the entire plant is operating. The weekend off shall be considered both Saturday and Sunday.

When a junior employee is not required to work as detailed above, the next least senior qualified employee in the seniority group will be scheduled to work.

Should volunteers not yield the right number of employees, the lowest seniority employees in the business unit with the ability to perform the work, will be scheduled to perform the work. When production is scheduled on a Saturday and/or Sunday it will be considered a regularly scheduled day of work. A weekly overtime list shall be maintained and monitored by the area supervisor. The process for equalizing overtime will be developed by the Company and the Union.

- 7.3 Employees shall be paid for hours worked as follows: For the first five days in any workweek, payment shall be made as follows:

First 8 hours - Straight time

Next 4 hours - Time and one-half

Over 12 hours - Double time

For the sixth day worked in the scheduled work week or for work on Sunday payment for hours worked shall be as follows:

First 8 hours - Time and one-half

Over 8 hours - Double time

Furlough days will be counted as a day of work when calculating overtime for the sixth and seventh day worked in the workweek.

Double time shall be paid for all hours of work performed on the seventh consecutive day of work in the payroll week.

Paid holidays, vacation, authorized bereavement leave, jury duty, or authorized union business will be counted as a day worked when calculating overtime for the sixth and seventh day worked.

8. SATURDAY AS AN OVERTIME DAY

8.1 All work performed on Saturday shall be paid for as follows except that employees absent during the week without an excused absence shall be paid straight time:

First 8 hours - Time and one-half
Over 8 hours - Double Time

Excused absence shall be recognized for the following reasons:

- (a) Any absence supported by a doctor's certificate, which is submitted to the Company by the Monday following the Saturday worked.
- (b) Any absence formally approved by the Company.

9. OVERTIME PYRAMIDING

9.1 Overtime pay will not be pyramided. When two or more of the above rules apply to the same hours of work, the highest single overtime rate will be paid for such work. Overtime pay also will not be pyramided with holiday pay called for in the "Vacation and Holiday" section in this Agreement.

10. CALL IN PAY

10.1 An employee called in to work or reporting to work as scheduled who is sent home because of

lack of work will be paid a minimum of four hours pay at the employee's hourly rate. This minimum payment shall not apply if failure to provide work is due to any of the following:

- (a) Failure in supply of electricity, gas, water or other utilities.
- (b) Weather changes not permitting harvesting of the crops in process.
- (c) In the contingencies set forth above, the Company may declare a work recess at the beginning of a shift or during a shift, and the total of all time for work recesses which exceed one hour in any one shift shall be deemed standby time and shall be paid for by the Company.

11. NIGHT SHIFT DIFFERENTIALS

- 11.1 A night shift differential of \$0.15 per hour will be paid for each hour worked on the second shift. A night shift differential of \$0.80 per hour will be paid for each hour worked on the third shift. The second shift shall be any shift of work that begins on or after 1:00 p.m., but prior to 9:00 p.m. The third shift shall be any shift of work that begins on or after 9:00 p.m. but prior to 4:00 a.m. Shift premiums for 2nd or 3rd shift will be paid for the actual hours worked on that shift. If the hours worked on the shift are in excess of 4 hours, the employee will be paid the higher shift premium for the entire shift.
- 11.2 The night shift differential shall be added to the base rate for purposes of computing overtime payments. Shift differential does not apply for hours not actually worked.

12. HOLIDAYS

12.1 The Company agrees to pay employees qualifying for holiday pay the standard hours per day multiplied by the basic hourly rate for the 11 holidays listed below. An employee who is scheduled off on the holiday or who works on the holiday shall qualify for holiday pay if he/she has completed his/her probationary period and: he/she works all scheduled hours on the holiday, preceding the holiday and works all scheduled hours on his/her first scheduled working day immediately following the holiday unless absence on these days in that week were excused by the appropriate supervisor providing they work at least one day in the holiday week. In the event an employee is scheduled to work on the Friday immediately following the Thanksgiving Holiday, the Company shall grant the employee a day off within (30) days. During the term of this agreement Martin Luther King's birthday will be observed as one of the floating holidays rather than President's Day.

	<u>2004</u>	<u>2005</u>	<u>2006</u>
Memorial Day	05/31/2004	05/30/2005	05/29/2006
Floating Holiday	12/23/2004	TBD	TBD
Independence Day	07/05/2004	07/04/2005	07/04/2006
Labor Day	09/06/2004	09/05/2005	09/04/2006
Thanksgiving Day	11/25/2004	11/24/2005	11/23/2006
Day After Thanksgiving	11/26/2004	11/25/2005	11/24/2005
Christmas Day	12/24/2004	12/26/2005	12/25/2006
Floating Holiday	12/31/2004	TBD	TBD
New Years Day	01/01/2004	01/03/2005	01/02/2006
Good Friday	04/09/2004	03/25/2005	04/14/2006
M.L. King Day	01/19/2004	01/17/2005	01/16/2006

If a holiday falls on Sunday, it will be observed on Monday, and if a holiday falls on Saturday, it will be observed on Friday. Floating Holidays will be set by the Company after consulting with the Union and will be announced in December for the following calendar year.

- 12.2 Employees shall be paid for hours worked on any of the 11 holidays observed under paragraph one above as follows:

First 8 hours - Time and one-half
Over 8 hours - Double time

- 12.3 Holiday pay called for in this Agreement will not be pyramided. When two or more overtime and/or holiday rates apply to the same hours of work, the highest single overtime and/or holiday rate will be paid for such work.
- 12.4 Employees on an approved medical leave of absence because of compensable industrial injury shall receive holiday pay for any holiday falling within the first 90 days of such absence.

13. JURY DUTY

- 13.1 When an employee is called for service as a juror, the employee will be paid the difference between the fee received for such services and the amount of base rate earnings lost by reason of such service for a total of eight hours per day and 40 hours per week, regardless of a shift.
- 13.2 When an employee is called for examination as a juror, the employee will be paid the amount of base rate earnings lost by reason of such examination up to a limit of two hours.

14. BEREAVEMENT PAY

- 14.1 When a death occurs in the immediate family of an employee which requires the employee to be absent from work in his/her basic work week in order to attend to related matters, such employees shall be granted up to three working days off with pay calculated at eight straight time hours per day.

The immediate family shall be limited to the employee's mother, father, children, husband, wife, brother, sister, grandparents, and grandchildren. Upon request, an employee will be granted an additional two days of bereavement excused absence without pay.

- 14.2 An employee will be granted a one day funeral leave to attend the funeral of his/her father/mother-in-law when such funeral is held during the employee's basic 40 hours work week. The employee will be paid eight (8) straight-time hours for that day. When requested, the employee must furnish satisfactory proof of the death, relationship of the deceased, and the date of the funeral.

15. VACATIONS

- 15.1 The Company agrees to give all employees who have unbroken seniority as of the eligibility date of July 1 a vacation and vacation pay, calculated as a percent of earnings received in prior calendar year, as follows:

<u>Vacation</u>	<u>Hrs.</u>	<u>Eligibility</u>
5 weeks	10%	in the year of the 25th anniversary
4 weeks	8%	in the year of the 15th anniversary
3 weeks	6%	in the year of the 8th anniversary
2 weeks	4%	2 years seniority as of July
1 week	2%	1 year seniority as of July

Employees with less than one year's seniority on July 1 shall receive four hour's straight time pay for each full month of seniority not to exceed a maximum of 40 hours. A half (*) day's vacation will be given for each of the months not to exceed five full days.

- 15.2 Any employee that is eligible for vacation as set forth in section 15.1, who terminates their employment between January 1 and July 1, shall be entitled to vacation pay calculated on a pro rated base for a full year. If a vacation eligible employee terminates their employment after July 1, they will receive vacation pay in accordance with section 15.1 for any eligible earnings upon which vacation pay has not previously been paid.
- 15.3 Vacation payment will be made on request of employees eligible for vacation pay that are laid off between April 1 and July 1.
- 15.4 It is the Company's prerogative to determine when the vacation period shall take place. Consideration will be given to the wishes of employees in the assignment of vacation including the wishes of employees to take all vacation weeks concurrently; however, the Company's ability to satisfy all employees will be limited by any plant shutdown and the production requirements of the Company. Where the wishes of all employees in a department cannot be satisfied, assignments will be made recognizing seniority. It is the Company's intention to make every reasonable effort to avoid recalling employees from vacation to perform work. The Company will give the employee at least 15 workdays notice if the employee is required to re-schedule his/her vacation.

16. MEALS AND RELIEF PERIODS

- 16.1 Meal periods shall be no less than 30 minutes unless a

longer time is fixed by agreement.

- 16.2 Employees will be granted an adequate relief period during each half-day of work. In the event any question arises as to the adequacy of the relief periods, ten (10) minutes within each four hours of work shall be presumed to be adequate. Relief periods shall be granted near the middle of each half shift.
- 16.3 When an employee is called from his/her lunch period by a supervisor to carry out an emergency assignment, the employee will be granted the time lost from their lunch period, and be reimbursed for any loss of food.

17. SENIORITY

17.1 NEW EMPLOYEES

After all employees with seniority status have been reinstated, probationary employees shall be hired in accordance to their hire date with the Company, providing they have the qualifications to perform any of the open positions. Qualified relatives of employees will be eligible for hire on the same basis as non-relatives.

- Relatives cannot work for each other.
- If possible, relatives will not be assigned to the same department.

The probationary workforce will not exceed 32% above the number of active seniority employees employed within the bargaining unit located at the Sacramento facility at any one time. This includes all employees covered by the Teamsters Local 228, including those employed within the Container Department.

Upon the hiring of employees in excess of 32%, a sufficient number of employees will be selected to move into the seniority group to reduce the probationary group to an amount less than 33%. The selected employee(s) shall be entered into the seniority list and shall rank in seniority from the date of their most recent hire date. The Union has the right to represent probationary employees. However, it is the sole and exclusive right of the Company to determine whether a probationary employee shall become a regular employee and to determine the basis for scheduling of these employees. Probationary employees are not eligible for Company benefits, including but not limited to, jury duty, holiday pay, bereavement, vacation pay, or health and welfare benefits provided to seniority employees.

Current probationary employees who are mutually identified as 1993 seniority will be hired as seniority employees according to their hire date with the Company as dictated by staffing levels. After working 30 consecutive calendar days, these employees will be eligible for benefits consistent with the Collective Bargaining Agreement.

17.2 DEFINITION

Seniority is defined as the relative position of an employee in relation to other employees as regards the employee's length of unbroken service with the Company. Seniority is computed from the date of original employment with the Company.

17.3 JOB BIDDING

Employees may bid on permanent business unit vacancies. These vacancies shall be posted for three working days on the bulletin boards and bids will be accepted on a plant-wide basis. Copies of business unit vacancies will be provided to the Union. After

selection of the successful bidder all other applicants will be notified in writing of the results of the posting. A notice of successful and unsuccessful bidders will be placed on the department bulletin board no later than 15 working days from the time of selection, with a copy to the Union office. Such posting shall include name, badge number, plant seniority date, business unit vacancy awarded and bracket.

Training opportunities for positions that require substantial training within the business unit will be posted within each business unit by shifts as required. A list of these positions will be provided to the union. Any additions to the positions requiring substantial training will be recommended by the plant's Company/Union Committee. Employees will receive the new wage rate upon successful completion of the training. Training timelines will be developed by the Company/Union Committee.

Selections will be made within 15 working days from completion of the posting period. All permanent vacancies resulting from departmental shift realignment and upgrade will be posted through the plant wide bidding procedure.

An employee who accepts a bid vacancy and before gaining seniority declines the vacancy will only be allowed to return to the previous position on the first occasion. On the second occasion within one year, the employee will be assigned to available work.

Change in shifts may be offered for realignment by seniority among current department employees prior to posting a vacancy. However, due consideration will be given to the needs of the department for maintaining qualified employees on shifts prior to allowing shift realignment.

In promotions, transfers, and training, the Company shall give consideration to seniority, ability, and aptitude. It is understood that where ability and aptitude are equal, seniority shall prevail.

Promotions and transfers resulting from these procedures will be effected within 10 working days unless mutually agreed to extend the time limits. An employee shall gain seniority in the new department 30 consecutive calendar days from the date they awarded the new position. Successful bids, except for change of shift or promotions, shall be limited to one in every six-month's period for an employee. Successful business unit vacancy bids between the major departments that result in a downgrade require Company approval.

For the purpose of clarification, ability will mean the ability to perform the job in question with minimal training. Any testing shall be administered in a fair and equitable manner. The Company will review job-related tests with the Union Business Agent prior to implementation.

17.4 GENERAL

The plant is divided into the following major Business Units:

- Blending - High 2nd
- Blending - 3rd & 4th Floor
- Filling
- Labeling and Processing
- Prego, Pace & Beverage
- Shipping
- Receiving
- Q.I.A.
- Plant Services
- Maintenance

Seniority employees awarded vacant positions through the bidding procedure shall be placed on the business unit seniority list following 30 consecutive calendar days in the unit and their business unit seniority will date from their hire date (plant seniority date). Employees retain their business unit seniority until they gain seniority in a new business unit.

When additions to business units are made, employees having seniority in those business units but who are not then working in the business unit will be returned to their business unit, if they so desire, to fill vacancies as they occur. Temporary transfers of up to two (2) days may be made without regard to seniority. Insofar as practical the principle of seniority among qualified employees within the shift will be followed in making temporary transfers. Employees temporarily transferred will not have their hourly rate reduced as a result of these temporary transfers. Seniority lists for each business unit will be maintained and posted. Persons holding awarded positions will be identified on posted seniority lists.

In the event of operational abnormalities, temporary transfers of up to two days may be made without regard to seniority.

Temporary openings, which will not exceed 120 days, will not be posted for bid and may be filled at the discretion of the Company. Ability and aptitude gained in a temporary vacancy will not be considered if the job vacancy becomes permanent. Openings in the Shipping and Production departments during the period of August through January will be considered temporary and will not be posted except openings in previously bid jobs.

Employees have been grouped under Associate job titles, which incorporate several specific posted job titles. The Company retains the right to cross-train all

posted jobs within the associate level of a business unit and to move employees within the associate level when their posted job is not required.

When additional employees are recalled and operational requirements permit, temporary shift transfers among employees within the same major departments may be permitted. Assignment of employees to the temporary vacancies will be made from a temporary shift preference roster to be maintained in the Human Resources Department. Assignments will be made by seniority provided the employee is qualified and a qualified replacement is available. Employees accepting a temporary transfer will not gain or lose business unit seniority on the temporary assignment and will be assigned to available work if they are unable to perform the job for any reason or upon conclusion of the temporary assignment.

Recognizing the need to maintain an efficient operation on all shifts, temporary shift transfers need not be for periods less than 30 days. Employees can not request a temporary transfer to a job that is in a lesser pay classification. Essential employees will be granted the change within 30 days.

In the event of a reduction within a business unit, the reduction will be in inverse order of the employee's rank on the business unit seniority list, provided the employee is qualified to perform the available work. Qualified shall mean that the employee must be able to perform the work without training. Transferred employees will fill vacancies for which they qualify in their department or in other groups recognizing seniority, shift and job preference, except that the Company may assign employees deemed essential for the efficient operation of the plant to the necessary shift.

17.5 REDUCTION IN FORCE AND RECALLS

For the purposes of a reduction in force, the plant is divided into four departments. The departments and the business units within each department are identified below:

Shipping, Warehousing & Receiving

Shipping
Receiving
Quality
Inspection

Soup Manufacturing

Labeling & Processing
Filling
Blending - High 2nd Area
Blending - 3rd & 4th Floor
Plant Services
Prego, Pace & Beverage

Maintenance

In the event of a reduction in force, probationary employees shall be laid off before employees with seniority standing, the Company will lay off probationary employees by inverse order of hire date with the Company, provided the remaining employees are qualified to perform the available work. Any probationary employee laid off for 6 consecutive days or less will be considered to be on furlough. If further reductions are required, employees with seniority standing, all other qualifications being equal, will be laid off by plant seniority. The shifts of work, within each department, will be realigned by plant seniority.

Employees who are not laid off but whose jobs are eliminated or whose jobs are affected by a shift realignment of departments will be reassigned to vacancies. Transferred employees will fill vacancies for which they qualify and will be assigned by shift and vacancy preference by plant seniority. For this purpose, qualified shall mean that an employee must be able to perform the job with minimal training.

Transferred employees and employees on lay off status will retain seniority in their department for a period of 6 months. When recalled, these employees will return to their previous positions if available or will fill other openings for which they qualify. Employees who have not established seniority within their assigned department at the time of layoff or recall shall be returned to the department where they have established seniority before any other vacancies are filled.

If an employee is not qualified to perform any of the positions vacated by employees on lay off, that employee will be assigned to the position of any employee with lesser plant seniority for which that employee can qualify, starting from the least senior employee still on active status. No senior employee shall be laid off if there are positions for which that employee can qualify held by junior employees.

The Company shall not be required to lay off any employee who, in its judgment, has certain work knowledge or skill or is otherwise deemed by them to be an essential employee. This group of employees is comprised of all Mechanics, Technicians, Leaders, Storeroom Attendants, Painters, bonded employees, and licensed operators actively employed as AB Cooker Operator, Attendant-Hydroflex Sterilizer, and CSEM Coordinators.

For the purpose of clarification, during the life of this

labor agreement, the jobs listed below on Z Line in Prego, Pace & Beverage business unit have been deemed to require more than minimal training:

OCME Case Packer
Filler Operator
Depalletizer Operator
Paste Standardizer
Label Machine Operator
Palletizer Operator
Cooks

The Company will post for training opportunities and the most senior employees will be trained. There will be three (3) employees trained, providing there are sufficient volunteers for each position. The list of trained employees shall be maintained so as to keep the minimum number of employees trained at all times. Each selected employee will have the opportunity to be trained on two (2) of the above jobs and will be able to exercise their seniority during periods of layoff and unscheduled shutdowns.

Trained employees will be required to perform the jobs up to 2 times annually in order to maintain their skills. Ability and aptitude gained in a temporary vacancy will not be considered if the job vacancy becomes permanent.

17.6 TEMPORARY JOBS

Temporary jobs will be reviewed at the end of 90 days to determine if the jobs have become permanent or, if not, how long the job will continue as a temporary assignment. Temporary jobs will not exceed 120 days.

17.7 LOSS OF SENIORITY

An employee shall lose seniority and his/her

employment shall be considered terminated with the Company when:

- (a) He/she voluntarily leaves the Company's employ.
- (b) He/she is discharged for just cause.
- (c) Having been laid off, he/she fails to report within 48 hours after being recalled by registered letter mailed to his/her last known address.
- (d) He/she fails to report for work at the end of a leave of absence unless such failure is due to circumstances beyond his/her control.
- (e) He/she works at another job for another company while on leave of absence. This, however, does not apply for leave of absence for union business.
- (f) He/she is laid off for a period equal to his/her acquired seniority and no layoff should be in excess of one year to maintain seniority.
- (g) He/she fails to obtain a leave of absence within six working days from his/her last day worked.

17.8 PROMOTIONS FROM BARGAINING UNIT

An employee promoted from the bargaining unit to a salaried position shall retain plant seniority and the right to his/her vacated hourly job if he/she returns to his/her hourly rated status in the bargaining unit within 120 consecutive calendar days. Upon return to the bargaining unit, an employee then must remain there for 60 consecutive calendar days before returning to a salaried position; otherwise he/she

forfeits his/her rights to again return to the bargaining unit. Should such employee remain out of the bargaining unit for more than 120 consecutive calendar days, he/she will lose his/her right to return to the bargaining unit.

The Union will be advised within five working days of the transfer of an hourly rated employee to a salaried position.

When a salaried employee returns to the bargaining unit, the Company will deduct from his/her wages any union dues duly authorized by the employee.

18. LEAVES OF ABSENCE

- 18.1 An employee shall be entitled to a medical leave of absence for a period of time not exceeding 60 days provided a diagnosis and prognosis from a licensed medical doctor is submitted recommending such absence. Medical leaves of absence may be extended for medical reasons on the recommendation of the Medical Department. In making its recommendations, the Medical Department will give consideration to the opinion of the employee's personal physician; however, the Medical Department may require an opinion from an independent medical examiner. An employee who has more than one year's seniority that is on leave of absence because of accidental disability may have his/her leave extended up to one year provided there is the probability he/she will return to work within this period. Leaves of absence will not be granted for a period longer than one year or for a period longer than an employee's acquired seniority.

Personal leaves of absence may be granted provided the Company is satisfied with the reason given for such leave. No more than two (2) personal leaves will

be granted in any calendar year and the total number of personal leave days per calendar year shall not exceed sixty (60).

- 18.2 Upon request, any officer of the Union will be granted a personal leave of absence for the duration of the Agreement to carry out any authorized Union business. The Union will give the Company reasonable notice of such leaves in order that replacements can be secured to cover their jobs. All health and welfare benefits and seniority for such benefits will be forfeited during such leave; however, such employees may continue their coverage by paying the required premiums as required by the Company. Employees on a leave of absence for Union business will retain seniority and will receive credit for years of service for eligibility for all benefits including sick leave, separation pay, and pension within their job classification.
- 18.3 An employee who has been called for service in the Armed Forces of the United States will, to the extent required by law, be given all possible assurance of re-employment provided that: (a) he/she makes application for re-employment within 90 days after he/she is relieved from such military training and service, and (b) he/she is still qualified to perform the duties of his/her position with the Company, and (c) he/she has received a certificate to the effect that he/she has satisfactorily completed his/her period of military training and service.

19. HEALTH AND SAFETY

- 19.1 The Company shall make reasonable provision for the health and safety of the employees including, but not limited to, the providing of proper on-site medical facilities maintained on all three shifts, first

aid equipment, the proper guarding of machinery, the maintenance of reasonable degrees of temperature in work areas, and the proper and safe maintenance of mobile equipment. The Company will also commit to providing access to part of the Medical Department wherein employees can seek first aid attention on a 24 hour-7 day-a-week basis. A list of Production, Maintenance, and Warehouse employees trained and certified in first aid and CPR will be posted throughout the area, and those employees, along with their managers, will have access to the first aid room should a nurse not be on duty.

Full consideration will be given to outside work assignments in inclement weather and the providing of reasonable protection for employees concerned. Employees will work safely and will cooperate in maintaining the cleanliness of facilities provided. The Union, on its part, will cooperate in safety, health and sanitary programs related to the operation and maintenance of plant sanitary conditions.

- 19.2 An employee accidentally disabled at work and sent home by the Medical Department will be paid his/her regular rate to the end of his/her normal shift.
- 19.3 An employee temporarily incapable of performing his/her regular job as a result of an industrial accident shall be paid his/her regular rate for the first 6 months he/she is performing other work during the temporary reassignment. It is understood that the Company will not make-work for such employees.
- 19.4 All inspections of employee lockers will be conducted in the presence of a representative of the Union.

19.5 The Company and Union support a drug free workplace. The Union and Company mutually agrees to the Substance Abuse Program of random drug screening. All employees will be subject to random drug screening as provided in the Substance Abuse Policy. Employees whose first test results are positive will be offered appropriate rehabilitation in accordance with the E.A.P. and Benefit Plans. An employee must successfully complete the recommended treatment program in order to be returned to work. A second positive test result will result in discharge.

Post Accident Drug Testing: The Company will require post accident drug and alcohol testing of any employee directly involved in a serious accident. A serious accident under this policy is defined as one, which results in any one of the following:

1. An injury, which results in outside medical care.
2. A delay in work or production of more than 30 minutes.
3. Significant equipment or property damage.

An employee who is "directly involved" for the purpose of this policy is any employee of the Sacramento Plant who has directly contributed to the events that led up to and caused the accident.

20. JOB CLASSIFICATIONS AND EVALUATION

20.1 Maintenance Department employees including lift truck mechanics will be reviewed at least once a year

and on request more frequently to see if they qualify for upgrading to the next higher job classification. A complaint arising from the Company's action in a re-rating question may be made the subject of a grievance to be entered in the grievance procedure.

- 2.2 A Bracket 1 rate shall be maintained in the Maintenance Department for mechanics who qualify for Bracket 3 in at least two maintenance major classifications. Anyone who is not capable of performing all the duties in the job description under at least two major classifications cannot qualify for the Bracket 1 rate.

The Company recognizes that mechanics have qualifying crafts, and will continue to use mechanics in their posted qualifying crafts as needs arise and where practicable.

Recognition cards specifying the principal craft assignment will be issued all Maintenance skilled employees.

The parties agree that such recognition and craft designation will not alter the plant practices concerning work assignments across craft lines.

- 20.3 An employee will be paid the rate of a job on which he/she performs the most hours of work during the week, except that if he/she works at a higher rate for at least ten hours, he/she will receive the higher rate for that week. Maintenance Department employees shall not have their rates reduced in the event they work temporarily at a job with a lower job rate for a period not to exceed 30 days.

- 20.4 The Company will attempt to anticipate the establishment of new skilled jobs and, where

practical, will assist qualified interested employees to secure training for the new jobs.

20.5 Classifications for new jobs arising or for jobs not included in this Agreement shall not be considered matters of contract interpretation and, therefore, shall not be subject to the arbitration procedure provided in the body of this Agreement. The following procedure shall govern in determining new or revised job descriptions:

- (a) The Company shall review with a Company-Union committee the classification, job description, and job title for all new or revised jobs or for jobs not originally classified. Union representatives may supplement the data and make recommendations for action.
- (b) The Company will review with the Union committee the decision reached in the case. If the Union disagrees with the job description, job title or classification, the basis of disagreement shall be submitted to the Company in writing within 30 days from the company's notification of the Union committee. If no such submission is made by the Union, the job description, job title and classification shall be deemed approved.

For purposes of settling disputes involving classifications established for new jobs classified in accordance with the foregoing procedure, a classification committee consisting of six members—three representatives for the Union, appointed by the Union, and a like number of Company representatives appointed by the Company— shall be constituted and empowered to investigate job classification disputes which have been submitted in writing by the Union and to determine recommended appropriate titles, descriptions and classifications for such disputed jobs

subject to the following paragraph.

This committee shall be empowered to make recommendations to the Plant Manager for changes. Where content of a job originally classified in this Agreement has not been changed in any substantial particular, no requests for review shall be considered by the committee.

- 20.6 A mechanic training program for needed skills in the Maintenance Department will be maintained.

21. GRIEVANCE PROCEDURE

- 21.1 Should differences arise between the Company and the Union or employees as to the meaning and application of the provisions of this Agreement, or as to the compliance of either party with any of the obligations under this Agreement, or should there be any complaint or grievance by an employee or the Union, earnest effort will be made to settle such differences immediately under the following procedure.
- (a) **First Step.** The employee, with or without the shop steward, may present a grievance to his/her immediate supervisor. All grievances must be presented to the supervisor within five working days. The supervisor must render his/her decision promptly and if no answer is given within two working days, it may be referred to the second step. When any member requests a steward the Company shall immediately provide one. If the steward is not available the Business Agent or a substitute steward shall be contacted.
- (b) **Second Step.** If grievance is not settled at the First Step, it should be presented in writing by the Union

steward to the department manager with a copy to the Human Resources Manager. A hearing on all Second Step grievances will be held within five working days at a time mutually agreeable with the Company and the Union with the employee affected, the shop steward, and the department manager concerned or his/her designee. If the grievance is not presented within five working days after the First Step answer, it will be considered satisfactorily settled. Grievances involving disciplinary action may be taken up directly at the Second Step, but must be within five working days from the time the disciplinary action is taken. The department manager must render his/her decision promptly and if a written answer is not given by him/her within five working days, the grievance may be presented to the Third Step.

- (c) **Third Step.** If a grievance is not satisfactorily settled at the Second Step, the Union may present the grievance to the Plant manager or his/her designated delegate at a time mutually agreeable within five days of the Second Step answer or the grievance will be considered satisfactorily settled. The business representative of the local Union, with or without the shop steward and the employee affected, may represent the Union at this step of the grievance procedure. A written answer shall be provided within five working days.
- (d) **Fourth Step.** If a grievance is not satisfactorily settled at the Third Step, then either party, within 60 working days of the written Third Step answer, may refer the grievance to arbitration if the grievance involves interpretations of the labor agreement or the Rules of Conduct. If mutual agreement cannot be reached on an impartial arbitrator within a 30-day period, the parties will request the Federal Mediation and

Conciliation Service to submit a panel of seven established arbitrators from the State of California. Both the employer and the Union shall have the right to alternately strike the names from the panel submitted by the Federal Mediation and Conciliation Service until one remains. The remaining name on the panel shall automatically become the impartial arbitrator. This selection of the impartial arbitrator shall be made within ten days following an impasse by the employer and the Union on selection of an impartial arbitrator. The impartial arbitrator will have no power to add to or subtract from terms of this Agreement and his/her power will be limited to the interpretation of the terms of the Agreement as they have any bearing on the grievance being arbitrated. The cost of the arbitration shall be shared equally by the Company and the Union. Time limits for grievance answers or appeals to the higher step of the grievance procedure may be waived by mutual agreement between the Company and the Union and said understanding shall be made in writing.

- (e) Both parties agree to pre-arbitrate mutually agreed grievances. The parties recognize either party can rescind this agreement at any time. The Union and Company will submit a panel of four names each. Each party will scratch two names from the submitted list. The remaining names will consist of the Impartial Pre-Arbitration panel. This panel will have no power to add to or subtract from terms of this agreement. The panel will convene to hear the merits of a grievance at a mutually agreed time. The decision of this panel is non-binding.

22. NO STRIKE OR LOCKOUT

- 22.1 It is hereby agreed that the Union will not initiate, authorize, sanction, support nor engage in any strike, mass union activity on Company property, stoppage

or slowdown of work, and the Company will not lock out the Union during the term of the Agreement since this Agreement provides for the orderly and amicable settlement of grievances.

23. RIGHTS OF MANAGEMENT

- 23.1 The Company shall exercise the functions of transferring, promoting, demoting, discharging, laying off, recalling, and enforcing the rules and regulations at its discretion, except as these functions are specifically limited by the terms of this Agreement. Differences arising from the exercise of these functions shall be settled in accordance with the terms of this contract through the procedures established in Section 22. Temporary layoff for disciplinary purposes may be a subject for the grievance procedure.

The parties recognize that necessary skills must be available on all shifts to meet maintenance requirements. In recognition of this fact, the Company will give full consideration to seniority of the employees involved in the transfer of mechanical employees to another shift, based on the ability to perform the required job. Where a permanent shift transfer is involved in the Maintenance Department, one week's notification will be given to the employee involved. It is recognized, however, that such advance notice will not be possible in emergency situations.

It is further recognized that the above two paragraphs do not disturb those transfer practices in existence prior to the signing of this contract in plant areas other than the Maintenance Department.

- 23.2 The selection of new employees, the establishment of rules and regulations, the type of product manufac-

tered, the location of plants, the planning and scheduling of production, the establishment of labor standards, and the introduction of new production methods and new or improved machinery, shall be the exclusive function of management.

- 23.3 Any of the rights, powers, or authority the Company had prior to the signing of this Agreement are retained by the Company except those specifically abridged, delegated, granted, or modified by this Agreement.

24. DISCHARGE

- 24.1 No employee shall be discharged, suspended, or otherwise penalized without just cause. During the investigation of employees who are subject to disciplinary action, a Union officer or shop steward may accompany the employee if he/she so desires during his/her appointment in the Human Resources Department. Any discharge shall be subject to the grievance and arbitration procedure. The arbitrator shall have authority to reinstate any employee and order payment for all time lost by reason of an unjustified discharge, suspension, or imposition of any other penalty.

25. CONFORMANCE WITH FEDERAL AND STATE LAWS

- 25.1 The Company and the Union do not and will not discriminate against employees because of race, color, religion, sex, sexual orientation, age, marital status, veteran status, disability, national origin, or any other characteristic protected by law. All hiring, promotion practices, and other terms and conditions of employment shall be maintained and conducted in a manner consistent with all applicable laws and regulations. Disputes under this provision shall be subject to the grievance and arbitration procedure.

- 25.2 When the masculine or feminine gender has been used in any job classification or in any provision of this Agreement, it is used solely for the purposes of illustration and shall not in any way be used to designate the sex of the employee eligible for the position or the benefits of any other provisions.

26. GENERAL PROVISIONS

- 26.1 The Union will be notified on a timely basis of work to be performed by outside contractors. The Company will assign an individual to serve as liaison between the Company and the Union. This individual will be knowledgeable and shall be available to discuss and inform the Union of the work to be contracted. The Company will endeavor to assign such construction work to the bargaining unit where practical.
- 26.2 All disciplinary demerits will be issued within 10 working days of the Company's awareness of an infraction.

27. DURATION OF AGREEMENT

- 27.1 This agreement constitutes the complete agreement between the parties and supersedes and replaces the Collective Bargaining Agreement between the parties which terminated May 7, 2000.
- 27.2 This agreement shall become effective February 10, 2003 and shall remain in full force and effect through May 7, 2006.

The agreed to wage scale will go into effect February 10, 2003, through May 9, 2004.

The agreed to wage scale for the second year of the agreement will go into effect on May 10, 2004 through May 8, 2005.
The wage scale for the third year of the agreement will go into effect May 9, 2005 Through May 7, 2006.

The agreed to health benefit plans will go into effect June 1, 2003.

FOR THE COMPANY:
Raymond P. Oldach

FOR THE UNION:
Victor L. Shada, Jr.

HEALTH, WELFARE AND PENSION PLANS

The following Schedules A and B outline generally the present Group Insurance and Pension Programs referred to in Section 5.1. They are subject to the provisions of the group policies issued to the Company by the insurance companies and to the Company's Retirement and Pension Plan for Hourly Paid Employees covered by this Collective Bargaining Agreement.

Schedule A GROUP INSURANCE PROGRAM

Each regular, full time, hourly employee is covered by the Company's Group Insurance Program on the first of the month following completion of their probationary period and having gained seniority.

Employees hired for probationary assignments will not be eligible for benefits until such employees are retained on the payroll after attaining status as a seniority employee.

For an employee eligible for coverage under these group insurance plans, the following regulations apply when he/she is on medical leave, personal leave, or layoff with seniority:

From the effective date of an employee's medical leave, personal leave, or layoff with seniority, an employee is eligible to receive insurance coverage for himself/herself and any eligible dependents for a period of 31 days. In addition he/she is entitled to insurance coverage for the number of days remaining in the month during which the 31 day period of insurance coverage has expired

Effective the first day of the month following the 31 - day extension of insurance coverage, an employee may maintain insurance coverage himself/herself and any eligible dependants by paying the required month premium as required by the company. This coverage is available following COBRA guidelines.

The Company will continue for a maximum of 12 months insurance coverage for an employee who is unable to work because of a compensable industrial injury while such employee is on an approved leave of absence.

Employees hired into wage brackets A through 2 on or after June 1, 1997 will be covered by a medical and dental plan on the first day of the month following the month they were hired.

Upon termination of employment or retirement, an employee is entitled to have issued by the insurance

company without a medical examination, an individual policy of life insurance other than term insurance and an individual policy providing hospitalization, surgical, in-hospital medical, and accident x-ray examination benefits then in use by the insurance company subject to COBRA regulations.

GROUP LIFE INSURANCE

The Group Life Insurance Plan is composed of Basic Life Insurance and Voluntary Life Insurance program. The Company pays the full cost of the Basic Life Insurance. The employee pays the cost of the Voluntary Life Insurance, which includes spousal and dependant life options.

Eligible employees may purchase an amount of life insurance equal to the full amount or one-half the amount of their Basic Life Insurance under the Additional Life Insurance Plan. Eligible employees who have taken the full amount of Additional Life Insurance may purchase an amount of life insurance equal to the full amount or one-half the amount of their Basic Life Insurance under the Graduated Premium Life Insurance. The cost of Additional Life Insurance and Graduated Premium Life Insurance will be borne by the employee through monthly payroll deductions. The Company without individual authorizations from eligible employees will effect such deduction unless an individual employee in writing otherwise instructs the Company. The amount of Basic Life Insurance is determined by the employee's classification in the Schedule of Insurance shown as follows:

For employees at work on or after May 9, 2003 the amount of Company-paid Basic Life Insurance will increase to \$34,000.

For employees at work on or after May 7, 2004 the amount of Company-paid Basic Life Insurance will increase to \$35,000.

For employees at work on or after May 6, 2005 the amount of Company-paid Basic Life Insurance will increase to \$36,000.

ACCIDENTAL DEATH AND DISMEMBERMENT

Those employees at work on or after June 19, 2000 who are accidentally killed or lose a limb or sight as the result of and within 180 days after a non-occupational accident, he/she or his/her beneficiary will receive an amount shown in the following table:

Loss of Life

(payable in addition to life insurance).....	\$8,000.00
Loss of both hands or both feet	\$8,000.00
Loss of both eyes	\$8,000.00
Loss of one hand and one Foot	\$8,000.00
Loss of one eye and one hand or one foot	\$8,000.00
Loss of one hand or one foot	\$4,000.00
Loss of one eye	\$4,000.00

Loss of hand or foot must be by complete severance at or above the wrist or ankle joint. Loss of an eye means the irrecoverable loss of entire sight.

Employees who retire under the Company Pension Plan on or after May 1, 1980, the Basic Life Insurance paid by the Company shall be in the first year 80% of the Basic Life Insurance in effect immediately before retirement, in the second year 60%, in the third year 40%, and in the fourth year 20%. At the end of the fourth year the amount of Basic Life Insurance shall be \$1,500 which remains in force during the retired employee's lifetime.

MEDICAL PROGRAM

Employees and their eligible dependents who are under age 55 and have 10 continuous years of service as a regular full time employee immediately preced-

ing total disability as defined by the Company's LTD plan or death, shall be eligible to continue active employee medical plan coverage at the active employee's cost from the date the employee ceases to be active until the disabled employee becomes or deceased employee would have become age 55. The first of the month thereafter, active employee medical coverage shall terminate and Retiree Medical Program coverage shall become effective.

The term "dependent" means your spouse and your dependent unmarried children within the specified age limits under the Plan. Spouse means the person to whom you are legally married.

GROUP MEDICAL PROGRAM

What does a Campbell Couple mean?

When a husband and wife both work for the Company at the same time and/or at the same or different locations and are both eligible for medical benefits, they are enrolled under one family contract and are not required to make any contributions for medical coverage. Alternatively, each member of the Campbell Couple may select individual coverage but in no case may they both select family coverage and cover each other.

The cost for employees on approved Medical Leave of Absence is borne entirely by the Company. Dependent coverage may be continued provided the employee pays the active employee's dependent cost. Employees on Personal Leave of Absence or on layoff with seniority status may continue coverage for themselves and their eligible dependents by paying the full premium in advance as directed by the Company.

Medical

The Company offers three health plan choices: Health Net HMO, Kaiser HMO, and Aetna PPO.

Chiropractic and Vision benefits are covered under the Health Net Plan. See Health Net's Evidence of Coverage of HMO Plan 9H.

Vision coverage is covered under the medical providers, either directly or through a third party vision service provider. Please see the Summary Plan Description for full disclosure of vision benefits.

See Evidence of Coverage for the complete Health Plans.

DENTAL INSURANCE PLAN

Regular, full-time employees and their eligible dependents shall be covered under a Dental Benefits Plan. Dental coverage ends the last day of the month in which the employee is terminated or is not actively working. Employees hired in bracket 2 through A will have insurance on the first day of the month following their date of hire. All other employees hired into bracket 3 through 7 will become eligible for benefits the first day of the month after meeting the seniority requirements. The Company shall continue to pay the entire cost of the Plan for both employees and eligible dependents.

Refer to Dental insurance booklet for details of coverage.

No Medical Coverage

Hourly employees may elect to waive Campbell Soup Medical coverage if they are covered under an alternate, non-Campbell Soup Supply Company Medical Program. Eligible employees may elect to waive Campbell Soup Supply Company medical coverage by providing proof of alternate medical coverage from another company and by completing the Certification of Alternate Medical Coverage form during Open Enrollment. In lieu of Campbell Soup

Supply Company medical coverage, the employee will receive \$1,000 taxable pay per plan year. This is contingent upon the employee working throughout the year or being placed on an approved leave of absence. The \$1,000 will be paid by the company in installments each pay period the employee is working.

Contributions

Contributions as follows Medical:

Medical	
Plan Features	Aetna PPO
Office Visit	Year 1 80% Deductible waived
	Year 2 80% Deductible waived
	Year 3 80% Deductible waived
Inpatient Hospitalization	80% after deductible
Emergency Room	\$35 copay-waived if admitted
Drug Plan	\$7 generic/\$10 brand
Employee Contributions (Monthly)	Year 1-\$0 / \$0 / 0
	Year 2-\$0 / \$10 / \$20
	Year 3-\$10 / \$20 / \$30

Contributions (continued)

Contributions as follows Medical:

Medical	
Plan Features	HealthNet HMO
Office Visit	Year 1 \$10 Copay
	Year 2 \$10 Copay
	Year 3 \$15 Copay
Inpatient Hospitalization	\$100 Copay
Emergency Room	\$35 copay-waived if admitted
Drug Plan	\$7 generic/\$10 brand
Employee Contributions (Monthly)	Year 1-\$15 / \$25 / 40
	Year 2-\$20 / \$35 / \$50
	Year 3-\$25 / \$45 / \$65
Plan Features	Kaiser HMO
Office Visit	Year 1 \$10 Copay
	Year 2 \$10 Copay
	Year 3 \$15 Copay
Inpatient Hospitalization	\$100 Copay
Emergency Room	\$35 copay-waived if admitted
Drug Plan	\$5 generic/\$10 brand
Employee Contributions (Monthly)	Year 1-\$15 / \$25 / 40
	Year 2-\$20 / \$35 / \$50
	Year 3-\$25 / \$45 / \$65

Contributions as follows Dental:

Dental	
Plan Features	Aetna Basic
Preventative/Diagnostic Services	80% of Network Rate
Basic/Restorative Services	50% of Network Rate
Annual Maximum	\$50/Person-\$50/family
Orthodontia Services	N/A
Employee Contributions	Year 1-\$0 / \$0 / \$0
	Year 2-\$0 / \$0 / \$0
	Year 3-\$0 / \$2 / \$4

Dental Continued next page:

Contributions (continued)

Contributions as follows Dental:

Dental	
Plan Features	MetLife Standard
Preventative/Diagnostic Services	100% of Network Rate
Basic/Restorative Services	70% of Network Rate
Annual Maximum	\$50/Person-\$50/family
Orthodontia Services	50% of Network Rate up to \$1000/year; \$1500 lifetime maximum
Employee Contributions	Year 1-\$0 / \$1 / \$2
	Year 2-\$0 / \$2 / \$4
	Year 3-\$2 / \$4 / \$6
Plan Features	MetLife Premier
Preventative/Diagnostic Services	100% of Network Rate
Basic/Restorative Services	90% of Network Rate
Annual Maximum	\$50/Person-\$50/family
Orthodontia Services	50% of Network Rate up to \$1500/year; \$2000 lifetime maximum
Employee Contributions	Year 1-\$0 / \$2 / \$4
	Year 2-\$2 / \$4 / \$6
	Year 3-\$4 / \$6 / \$8

Extended Benefits after Termination of Employment

If a covered employee or dependent is incurring covered major medical (out of hospital) expenses at the time benefits terminated, such expenses will be covered under COBRA guidelines.

Work-Life Assistance Program

If the employee or an eligible dependent seeks mental health (psychiatric), alcohol, and/or drug

treatment, the individual seeking care is encouraged to contact an Employee Assistance Program (E.A.P.) counselor for assistance.

When an employee or dependent requires treatment beyond what is covered by the Campbell Soup Employee Work-Life Assistance program, that individual will be referred to a plan that corresponds with his or her chosen medical plan.

Age Discriminations in Employment Act (ADEA)

If an employee continues in employment beyond age 65, regular active Plan benefits will continue to apply and will be coordinated with Medicare Part A (Hospital) and Part B (Medical) benefits which are payable, or would have been payable had the employee enrolled for such coverage. For employees who continue in employment beyond their normal retirement date (age 65), the Company will pay the cost of Medicare Part B for the employee and spouse. The Company's payment ceases upon actual retirement or death of the employee, whichever occurs first.

Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA)

As a result of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), employees who no longer work for the Company (except for those discharged for gross misconduct) or employees who lose group health plan benefits due to a reduction in hours, will be able to continue coverage under the group health plan for a period not to exceed 18 months. Dependents who lose coverage as a result of the divorce, legal separation, or death of the employee, or the employee becoming eligible for Medicare, or exceeding the age limit under the health plan, will be able to continue coverage under the

group health plan for a period not to exceed 36 months.

The former employee or dependent must pay the total premium plus two percent administrative fee as provided for under the law. Coverage will be terminated when the former employee or dependent fails to pay the required amount due. The Company will cease to provide group health coverage when the former employee or dependent becomes covered under another group plan or becomes eligible for Medicare.

Employees will be notified of the opportunity to continue group health plan coverage upon termination of employment. Dependents will be notified of their rights to continued coverage in the event of death of the employee or the employee becoming eligible for Medicare. Dependents must contact the third party administrator to continue coverage in the event of the divorce or legal separation of the employee or the dependent becoming ineligible because of the age limit.

In the event the Consolidated Omnibus Budget Reconciliation Act of 1985 is changed by Federal law the Company reserves the right to change or terminate continuation of coverage in accordance with the law.

Student Coverage

Unmarried dependent children who are residing with the employee attending school on a full-time basis are covered under the Medical Program until the December following attainment of age 19. Unmarried children over 19 are also eligible as dependents if they are dependent upon the employee, and attending school full time until the December 31 following age

23. Coverage will continue during vacation periods, but not beyond six months from the date of the last full time student attendance.

Incapacitated Children

An unmarried dependent child who is mentally or physically incapacitated and unable to earn a living, and who is dependent upon an employee for support and maintenance, and is qualified on the employee's tax return as a dependent is covered under the employee's chosen medical plan provided such dependent becomes incapacitated prior to the date the dependent's insurance would have otherwise terminated. However, evidence must be furnished of the dependent's incapacitation to the third party administrator within 31 days prior to December 31 following the date the dependent attains age 19. Any coverage continued on behalf of such a dependent will terminate under any of the conditions described above or in any event, when the dependent ceases to be incapacitated or at the end of a 31-day period after any requested proof of continued incapacity or maintenance is not furnished.

COORDINATION OF BENEFITS

The purpose of our Employee Benefits Program, which provides broad extensive coverage for various types of medical and dental care and treatment, is to help employees pay their medical and dental bills.

It is not intended that benefits exceed the medical or dental expenses incurred. For this reason, if an employee is covered under another "plan" and the total benefits would exceed the actual medical or dental expenses incurred, the medical or dental benefits provided under our program will be reduced so that the total benefits received do not exceed the

actual medical or dental expenses incurred. Please refer to Summary Plan Descriptions for Coordination of Benefits rules.

Schedule B

RETIREMENT AND PENSION PLAN

Pension benefits prior to May 3, 1982, are based on eligible earnings and continuous service up to age 65. All employees at work on and after May 3, 1982, receive pension benefits based upon eligible earnings and continuous service based upon the following provisions:

Eligibility:

All regular, full-time employees become covered under the Plan on their first day of work.

Retirement Age:

Normal retirement age is 65. All employees may, in accordance with applicable law, continue in employment beyond his/her normal retirement age. An employee with vested rights may elect to retire between age 55 and 65, but on a reduced amount of pension.

Cost:

The Company pays for the entire cost of the Retirement and Pension Plan.

The complete details of the Pension Plan are contained in Campbell's Soup's Retirement and Pension Plan for Employees Covered By Collective Bargaining Agreement and Sacramento Plant Schedule.

Effective June 18, 2000, as part of the Equity, Savings & Planning (ESP) program the Campbell Soup Retirement and Pension Plan is modified as follows: Each employee will have an individual national account and each year the national account will be credited with an annual allocation of earnings, based on the employee's age at the end of the prior year, and guaranteed interest based on the 30-Year Treasury Bill rate for the prior November.

In no event will an employee hired prior to June 18, 2000 who separates from the Company before June 18, 2015 receive a benefit less than he or she would have received under the pension plan formula in effect prior to the implementation of the ESP changes.

Employees who separate from the company with 5 years of service or more will, at age 65, receive a supplement from the pension plan equal to \$3.00 per month times years of service. In addition employee who retire from the company between ages of 55-65 with at least 10 years of service will receive a pension supplement of \$13.00 per month times years of service, payable until they reach age 65. The use of this supplement is at the complete discretion of the employee. Employees who were at least age 55 with at least 10 years of service as of June 18, 2000 will not receive the \$13.00 supplement if they elect to receive company paid retiree medical when they retiree.

Pension Disability Supplement:

A Pension Disability Supplement shall be provided to any vested active employee who is totally disabled and on an approved occupational or non-occupational medical leave. It shall not apply to individuals who terminated employment prior to May 1, 1978.

The Pension Disability Supplement provides pension credit for totally disabled employees whose employment is terminated and whose pension benefits are vested. The pension credit will be based upon the employee's base pay immediately preceding the disability and calculated each year using the same pension formula as for active covered employees. The Pension Disability Supplement will cease the earlier date: (1) when the employee reaches age 65, (2) when the total disability ceases to exist, (3) when the employee begins to receive retirement benefits under the plan, (4) when Long Term Disability benefits cease, or (5) when total disability life insurance acceptance is discontinued.

Total disability means that the covered employee is unable to perform the duties of any available or existing position in the Company because of bodily injury or illness which is expected to result in death or to be of long, continued and indefinite duration.

RETIREE MEDICAL PROGRAM

The Equity, Savings and Planning (ESP) program has replaced the retiree medical program. For employees who are not age 55 with at least 10 years of continuous service on June 18, 2000 the current retiree medical plan will not be offered. The company will make various health care options available to such employees where the employee will pay the full cost of the plan, if elected.

Employee age 55 with 10 years of service as of June 18, 2000 who retire after June 18, 2000 may choose the current Retiree Medical Plan at the company's expense to maintain their medical insurance or receive a cash supplement from the pension plan based on their years of service with the company. Please refer to the ESP informational kit

for eligibility requirements to receive either retiree medical or the cash supplement.

STOCK APPRECIATION RIGHTS

Eligible employees on June 18, 2000 will receive one hundred stock appreciation rights (SARs) and will be paid the appreciation on those shares if they are continuously employed by Campbell through June 18, 2003.

Schedule C

SICK LEAVE PLAN

Employees who have acquired one year of seniority shall be covered. There will be a waiting period of seven consecutive days for each different disability; however, after a period of 21 consecutive days of absence because of illness or an on or off the job injury, the first seven days waiting period will be reimbursed up to a maximum of 75% of basic weekly wages less the maximum California Disability Insurance payment. In case of a relapse caused by the same illness or injury within two weeks after the employee returns to work, no additional waiting period is required. In addition, the plan will also supplement the maximum California State Disability payment for off-the-job illnesses or injury up to 75% of basic weekly wages during any period of hospitalization.

Disability pay will be calculated at 75% of the hourly rate of eight hours a day and 40 hours a week. The maximum Workers' Compensation Insurance weekly benefits and/or the maximum California State Disability Insurance (SDI) benefits for off-the-job illnesses or injuries will reduce disability pay.

The plan will provide one-week disability pay

for each full year's service up to a maximum of 26 weeks during any benefit year. Disability pay shall only be paid during periods of time that Workers' Compensation Insurance or California State Disability Insurance benefits for off-the-job illnesses or injuries are paid. Disability pay plan benefits will apply separately during any one benefit year in case of injury covered under Worker's Compensation Insurance and under State Disability Insurance for off-the-job illness or injury.

The number of weeks of disability pay shall be determined by the number of full years of service at the commencement of the benefit year and shall not increase by reason of completing an additional year's service while on medical leave. Employees must return to work for a 6-month period before additional weeks of disability pay are provided. Unused disability pay from a prior year shall not accumulate.

An employee receiving disability pay who is subsequently removed from the payroll shall continue to be eligible for disability pay as if he were on the active payroll. An employee's eligibility shall be protected for up to one year during any one period of layoff or approved medical leave of absence with continued seniority. This protection shall not apply if the employee was off work of his/her own volition. In addition to the restrictions contained in the California Workers' Compensation Law or California State Disability Insurance Law for off-the-job illnesses or injuries, the employee will not be entitled to disability pay for the following reasons:

- 1) If the sickness or injury is due to willful self-injury, intoxication, the use of narcotics or habit forming drugs, or for illness or injury resulting from willful, illegal action.

- 2) If he/she is injured while performing for another employer unless such work is performed with the knowledge and written consent of the Company.
- 3) If his/her sickness or injury is the result of an act of war.
- 4) If an employee becomes ill while on vacation, the waiting period begins as of the day the employee was scheduled to return to work.
- 5) If the employee has a chronic illness causing recurrent absences, the benefit schedule will not be renewed with respect to said chronic illness. The determination as to whether an illness is chronic will be based on a combination of an employee's employment history and medical evidence.
- 6) If an employee receives a settlement or award covering wages lost, the Company shall have the right to recover disability pay made by the Company during such period or periods.

Schedule D

SAVINGS PLAN

Eligible employees can participate in the Campbell Soup Company Savings and 401K Plan for Hourly-Paid Employees.

Company Contributions - For each \$1.00 saved, up to the first 5% of pay, the Company will make a matching contribution of \$.50. At the sole discretion of the Company, the \$.50 per \$1.00 saved Company match may be increased based on the attainment of goals set by the Compensation and Organization Committee of the Board of Directors. The establishment of these goals and the Company contributions above \$.50 per \$1.00 saved up to the first 5% of pay, may be continued or discontinued at the sole discretion of the Company and for the purposes of this labor agreement is unilateral. The Company may, at its discretion, make a matching profit sharing contribu-

tion to the employees account if the Company achieves its performance goals as set by the Board of Directors.

If you are a "Highly Compensated Employee" as defined in the Internal Revenue Code, the Plan Administrator may, from time to time, limit the amount you are permitted to contribute on a before-tax basis. Your before-tax contributions may be automatically reduced, if needed, to comply with the limits and the nondiscrimination rules in the Internal Revenue Code and contributed after that on an after-tax basis. Furthermore, the Plan Administrator may have to return contributions to Highly Compensated Employees or make additional contributions to non-highly Compensated Employees to ensure that the Plan meets the nondiscrimination rules in the Internal Revenue Code.

Schedule E

LONG TERM DISABILITY

For eligible employees, the Long-Term Disability Plan shall provide a benefit amount equal to 50% of Average Weekly Earnings*. (Average weekly earning include overtime) The maximum benefit amount is \$2,000 per month reduced by any amount, received from (a) Company Pension - life annuity amount, (b) Primary Social Security (individual benefit only), (c) weekly Workers' Compensation benefits, (d) Weekly disability benefits provided under any State plan or Company-sponsored private plan and (e) Dependent Social Security benefits as an offset to the extent that one-half earnings plus dependent Social Security exceeds 75% of full earnings.

The minimum Long-Term Disability payment is \$100.00 per month. Any increase in payment

described under a, b, or c above due to Cost of Living Adjustments that are effective after payments have commenced during a period of disability shall be ignored in determining reductions applicable to the benefit amount for the remainder of that period of disability.

* (Average Weekly Earnings will be computed as of December 31 each year to determine the amount of your benefit. The benefit will be based on your Average Weekly Earnings annualized for the previous calendar year.)

Schedule F

SEPARATION PAY PLAN

Separation pay shall be available to employees having five or more years of continuous seniority who are permanently laid off or terminated from the service of the Company because of a reduction in force arising out of the closing of a department or unit of the business, or as a result of technological changes, and when it is not expected that they will be reinstated.

Any employee with five or more years of continuous seniority who:

1. Is in continuous layoff for a six-month period or
2. Is laid off and exhausts his/her unemployment compensation eligibility shall have the option of accepting separation pay according to the schedule outlined below and forfeits seniority retention rights.
3. Is terminated as a result of a permanent reduction in force in accordance with the above.

If the employee is eligible for option 1 or 2 and elects not to exercise either option the employee will retain seniority up to a maximum of 12 months.

In the event an employee dies while on layoff when he/she was eligible under this section to elect to accept separation pay, the amounts which would have been due him/her had he/she elected to accept separation pay on the date of his/her death will be paid to the person legally entitled to the money. The following schedule will be used in calculating the separation payment:

For Employee's Years of Seniority*

The Company will Pay**:

Less than 5 years	0 weeks **
5 years	2.0 weeks
6 years	2.5 weeks
7 years	3.0 weeks
8 years	3.5 weeks
9 years	4.0 weeks
10 years	5.0 weeks
11 years	6.0 weeks
12 years	7.0 weeks
13 years	8.0 weeks
14 years	9.0 weeks
15 years	10.0 weeks

* Full years of seniority at time of layoff.

** A week of pay shall be the employee's hourly base rate at the time of layoff times 40 hours.

All employees with more than 15 years of seniority shall receive an additional week of benefits for each additional full year of seniority beyond 15 years. Such payment shall not be considered as earnings for purposes of calculating vacations or pensions.

Separation pay shall be available to employees having five or more years of continuous seniority who are permanently removed from active employment because the Company has determined they are physically incapable of continuing in active employment and it does not expect that they will be reinstated. This paragraph, however, shall not apply to employees who are placed in early or normal retirement status or who at the time of termination of employment are receiving benefits under the Long Term Disability Insurance Plan. The conditions governing the payment of the separation pay and its effect on an employee's seniority will be the same as the conditions governing its payment to laid off employees.

Separation pay will be paid weekly. This will preclude duplicate payments of California State Unemployment Insurance Compensation if separation pay is paid in a lump sum.

Section A

SPECIAL SEPARATION INCENTIVE

Eligible employees will be offered a special one-time separation incentive.

Employees age 55 or older with 5 to 15 years of service as of September 1, 2003 \$ 10,000 gross wages.

Employees age 55 or older with 16 to 24 years of service as of September 1, 2003 \$ 15,000 gross wages.

Employees age 55 or older with 25 or more years of service as of September 1, 2003 \$ 20,000 gross wages.

In order to qualify for this special separation incentive, all separations must be effective no later

than November 1, 2003. Employees must declare in writing to the Human Resources Department by August 1, 2003 and September 1, 2003 if they intend to accept this offer. As a condition of acceptance, a Special Separation Incentive Severance Agreement & General Release must be signed. Once the declaration is accepted it will become irrevocable after eight (8) days.

Section B

TOOL ALLOWANCE

Employees assigned to the Maintenance Department in job classifications Systems Reliability Coordinator, Area Specialist, Leader, AA Mechanic, or Mechanic Steps 1 and 2, who are on the active payroll as of January 1 of each calendar year will be provided with a tool allowance of \$200 annually, payable by January 15 of each calendar year.

Section C

SCHEDULE OF HOURLY BASE RATES

Employees at work on Feb 10, 2003, will receive an early signing bonus of \$200.00. Employees on leaves of absence will receive the bonus upon return to work.

Probationary employees employed in job brackets four through seven will be paid \$2.50 less than Schedule A of Hourly Base Rates. Employees hired into job brackets A through three will be paid in accordance with Schedule A of Hourly Base Rates.

Section D

Letter of Understanding

The Vice President of Sacramento Operations will be part of the process for evaluating the A-B and

Hydrostatic Cooker Operators and Coordinator jobs. The intent and purpose of the job evaluation process is to ascertain if an upgrade in these positions is justifiable.

Memorandum of Understanding

The Company agrees to allow a one-time bidding opportunity for seniority employees currently on third shift.

The Company agrees to work toward equalizing overtime between shifts.

Memorandum of Agreement

To contribute to the viability of the Sacramento Plant, both parties agree to form a joint Maintenance committee that will be comprised of the Vice President of Operations, the Operations Manager, the Maintenance Manager, the Plant Engineer, the Secretary/Treasurer of the Union, and two Maintenance Department designees identified by the Union.

The committee will meet quarterly on the third Thursday of the months of January, April, July and October, and as needed prior to plant shutdowns. The committee will address the following topics:

- Work load requirements/contractor hours.
- Union opportunities for capital plan and/or project work.
- Shutdown schedules.
- Safety related fabrications.
- Safety related installations and modifications.
- The state of the business.

As a general practice, the Company agrees to utilize the Maintenance Department for repairing and/or upgrading machine safety guarding, provided the manpower, skills and equipment are available to perform such tasks.

Memorandum of Agreement

As Label Machine Operator vacancies occur, the new position of Label machine Reliability Operator will be created. The position will be posted according to existing job bidding rules and will be paid at Bracket 3.

The operator will be accountable to perform trouble shooting, minor machine adjustments, incidental repair work, and running/cleaning preventative maintenance tasks. The Reliability Operator's Seniority will lie in the Production Department.

Memorandum of Agreement

The parties agree that employees who enroll in the agreed to Health Plan will have the opportunity to join the Flexible Spending Account program. The Company agrees to provide training and education on the program to employees so they can gain an understanding of the program and fully access the benefits of the program.

Memorandum of Agreement

The parties agree that the three employees with the highest seniority on all three shifts will be offered first right of refusal to train on the following positions in the new Comet and Breakaway installations:

Filler Operator
Multi Batch Cook
Condiments/Pre-Blend Operator
Blancher Operator

Memorandum of Agreement

If during the length of this contract there is an improvement for the salaried employees of Campbell Soup Company in the pension supplement multipliers in the pension plan (currently \$3.00 and \$13.00 per month), in the rate of allocation of annual earnings (the percent of pay allocated to the pension plan), or the guaranteed company matching contribution in the savings plus plan, then the improvements will be extended to the Sacramento Bargained Employees.

For the length of this agreement, the above elements can only be changed by improvements to the plan.

Section E

DEPARTMENTS, BUSINESS UNITS & CLASSIFICATIONS

SOUP MANUFACTURING

PREP & BLENDING – High 2nd

Coordinator – Bracket 3

Blending Associate Step 4 – Bracket 4

Checker – yields

Flour Mixer Operator

Team Leader

Blending Associate Step 3 – Bracket 5

Emulsion Blending Attendant

Lift Truck Operator – Freezer

Multi Batch Cook

Blending Associate Step 2 – Bracket 6

Bacti Sampler

Equipment Cleaner

Ingredient Processor, Scaler, Servicer

Lift Truck Operator

Quality System Team

Quality System Team – Residue Lab
Blending Associate Step 1 – Bracket 7
Custodian
Elevator Operator
Ingredient Sorter, Servicer

PREP & BLENDING – 3rd & 4th Floor

Coordinator- Bracket 3
Blending Associate Step 4 – Bracket 4
Team Leader
Blending Associate Step 3 – Bracket 5
Lift Truck Operator – Freezer
Multi Batch Cook
Peeler Operator
Tomato Paste Standardizer Attendant

Blending Associate Step 2 – Bracket 6
Equipment Cleaner
Ingredient Processor, Scaler, Servicer
Lift Truck Operator
Meat Cutter – Butcher Shop
Soap Room Attendant
Blending Associate Step 1 – Bracket 7
Custodian
Elevator Operator
Flour Sifter Operator
Ingredient Sorter, Servicer

FILLING

Coordinator – Bracket 3
Filling Associate Step 4 – Bracket 4
Team Leader
Filling Associate Step 3 – Bracket 5
Multi Batch Cook
Slurry Cook
Filling Associate Step 2 – Bracket 6
Equipment Cleaner
Ingredient Processor, Scaler, Servicer
Filler Operator
Flour & Noodle Room Operator

Lift Truck Operator
Noodle Cutter Operator
Spaghetti Extruder Operator
Filling Associate Step 1 – Bracket 7
Check Weighter Attendant
Custodian
Ingredient Sorter, Servicer

LABELING & PROCESSING

Coordinator – Bracket 3
Label Room Reliability Operator
Labeling Associate Step 4 – Bracket 4
Rotary Cooker Operator
Label Room Attendant
Team Leader
Labeling Associate Step 3 – Bracket 5
Automatic Palletizer Operator
Case Packaging Equipment Operator
Hydroflex Sterilizer Attendant
Label Machine Operator
Labeling Associate Step 2 – Bracket 6
Equipment Cleaner
Lift Truck Operator
Sample Attendant
Labeling Associate Step 1 – Bracket 7
Custodian

PREGO/PACE & BEVERAGE

Coordinator – Bracket 3
PPB Associate Step 4 – Bracket 4
Team Leader
Juice Sterilizer Attendant
PPB Associate Step 3 – Bracket 5
Automatic Palletizer Operator
Case Packaging Equipment Operator
Ingredient Standardizer
Label Machine Operator
Multi Batch Cook
PPB Associate Step 2 – Bracket 6
Depalletizer Operator

Equipment Cleaner
Filling Machine Operator
Ingredient Processor, Scaler, Servicer
Lift Truck Operator
Quality Systems Team
PPB Associate Step 1 – Bracket 7
Cooler Attendant
Custodian
Ingredient Sorter, Servicer
Line Attendant

PLANT SERVICES

Leader – Bracket 2
Painter Step 2 – Bracket 2
Painter 1st Class
Coordinator – Bracket 3
Painter Step 1 – Bracket 4
Painter 2nd Class
Team Leader
Plant Services Step 3 – Bracket 5
Sanitation Control A
Plant Services Step 2 – Bracket 7
Custodian
General Laborer
Laundry Attendant
Locker Room Attendant
Sanitation Control B

SHIPPING, WAREHOUSING & RECEIVING

Coordinator – Bracket 3
Shipping Associate Step 4 – Bracket 4
Checker Assembler
High Lift Truck Operator
Loader/Unloader Operator
Multi Pallet Lift Truck Operator
Team Leader
Shipping Associate Step 3 – Bracket 5
Battery Room Attendant
Shipping Associate Step 2 – Bracket 6
Checker – Shipping Dept.

Inbound Dock Clerk
Lift Truck Operator
Narrow Aisle Truck Operator
Shipping Associate Step 1 – Bracket 7
Custodian
Storeroom Associate Step 2 – Bracket 5
Storeroom Attendant
Storeroom Associate Step 1 – Bracket 7
Storeroom Attendant Helper

RECEIVING

Receiving Associate Step 5 – Bracket 3
Checker A
Coordinator
Materials Inventory Technician
Receiving Associate Step 4 – Bracket 4
Lift Truck Operator – Freezer
Misc. Material handler
Multi Pallet Truck Operator
Receiving Associate Step 3 – Bracket 5
Lift Truck Operator
Receiving Associate Step 2 – Bracket 6
Spice Checker
Spice Weighter
Receiving Associate Step 1 – Bracket 7
Custodian
Potato Unloader Operator

QUALITY INSPECTION AREA

Coordinator – Bracket 3
QIA Associate – Bracket 4
High Lift Truck Operator
QIA Associate – Bracket 6
Finished Product Inventory
Lift Truck Operator
QIA Inspector/Service
QIA Associate – Bracket 7
Custodian
QIA Inspector/Service

MAINTENANCE

Bracket A

System Reliability Coordinator

Leader Rate

Area Specialist

Leader

Bracket 1

AA Mechanic

Electronic Electrician

Instrument Mechanic

Bracket 2

Class 1 Mechanic

Bracket 3

Class 2 Mechanic

INDEX

Accidental Death & Dismemberment	Schedule A
Bereavement Pay	14.0
Call-in Pay	10.0
COBRA	Schedule A
Conformance with Federal & State Law	25.0
Dental Insurance Plan	Schedule A
Departments, Business Units & Classification	Section E
Discharge	24.0
<i>General Provisions</i>	26.0
Grievance Procedure	21.0
Group Insurance Program	Schedule A
Group Life Insurance	Schedule A
Group Medical Program	Schedule A
Health & Safety	19.0
Health & Welfare	5.0
Holidays	12.0
Hours of Work & Overtime Pay	7.0
Job Classification & Evaluation	20.0
Jury Duty	13.0
Leaves Of Absence	18.0
Long Term Disability	Schedule E
Meals & Relief Periods	16.0
Memorandum Of Understandings	Schedule D
Night Shift Differentials	11.0
No Strike or Lockout	22.0

Overtime Pyramiding	9.0
Pledge of Cooperation	3.0
Recognition	2.0
Retirement & Pension Plan	Schedule B
Rights of Management	23.0
Saturday as an Overtime Day	8.0
Savings Plan	Schedule D
Schedule of Hourly Base Rates	17.0
Seniority	17.0
Separation Pay Plan	Schedule F
Sick Leave Plan	Schedule C
Special Separation Incentive	Section B
Terms	1.0
Tool Allowance	Section B
Union Security	4.0
Vacations	15.0
Wages	6.0
Work-Life Assistance Program	Schedule A

SCHEDULE OF HOURLY BASE RATES

Bracket	2/10/2003	5/7/2004	5/6/2005
A	25.08	25.83	26.60
Leader	23.82	24.53	25.27
Area Specialist	23.26	23.94	24.64
1	22.51	23.19	23.89
2	19.36	19.94	20.54
3	18.30	18.85	19.42
4	17.87	18.41	18.96
5	17.18	17.70	18.23
6	16.76	17.26	17.78
7	15.99	16.47	16.96