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Campbell Soup Supply Company Collective Bargaining Agreement

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**Campbell Soup Supply Company
Napoleon, Ohio**

and

**United Food and
Commercial Workers,
Local 911
Affiliated With AFL-CIO-CLC**



September 8, 2003 Through February 4, 2007

48 pages

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COLLECTIVE BARGAINING
AGREEMENT
between
CAMPBELL SOUP COMPANY
Napoleon, Ohio
and
UNITED FOOD AND COMMERCIAL
WORKERS LOCAL 911
AFFILIATED WITH THE AFL-CIO-CLC

Introduction

- | | | |
|----|---|---------------------------------|
| 1. | This contract is made effective September 8, 2003 between Campbell Soup Company, Napoleon Ohio (hereinafter referred to as the Company) and the United Food and Commercial Workers Union, Local 911, Holland, Ohio, affiliated with the AFL-CIO-CLC (hereinafter referred to as the Union). | Company
and Union |
| 2. | This contract supersedes and replaces the contract between the Campbell Soup Company, Napoleon, Ohio and United Food and Commercial Workers Union, Local 911, affiliated with the AFL-CIO-CLC made effective February 4, 2001 with a normal termination date of September 6, 2003. | Changes to
Agreement |
| 3. | This agreement has been made for the purpose of promoting and maintaining a harmonious and peaceful industrial relationship between the Company and its employees. | Purpose |

**Pledge Of
Cooperation**

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.

Recognizing that the road to better working conditions and wages lies in increasing the profits of the Company, and recognizing that the happiness and security of its working force is of great importance to efficient and profitable operations, the Union and the Company, on behalf of the employees and the management staff, jointly commit to the following:

(a.) The parties to this agreement recognize work teams are the best way to meet the business challenges of the new *global economy*. *Work teams will require a commitment to invest in employees to give them the skills, knowledge, and resources to operate their assigned business units most efficiently. The Company and Union jointly commit to fully support work teams.*

(b.) A steering committee made up of plant and union leadership will appoint a Design Committee to lead the implementation of team development within the plant. This Design Committee will include both bargaining unit *and management employees and be representative of our plant-wide diversity*. It is recognized that before any team development plan is implemented that the same shall be subject to ratification by the membership.

(c.) Carry out the principles expressed above.

(d.) Improve the products of the Company.

(e.) Improve the efficiency of manufacturing.

(f.) Conduct themselves individually and collectively as to reflect favorably on the business, and improve the public standing of the Company and the Union.

(g.) Promote the Sale of the Company's products through grocery stores to the general public.

Article One

Recognition

Union is Exclusive Representative

1.1. The Company recognizes the Union as the exclusive bargaining agent for all of its hourly employees except employees in the Agriculture Department. The Union shall not represent any salaried employees. The term "employees" when used in this agreement refers to all employees in the bargaining unit.

1.2. There will be no Union activity on Company time except that called for in Article Six (Settlement of Differences) of this agreement.

Maintenance of Union Membership

1.3. Any employee who has 30 or more days of service who is a member of the Union on the effective date of this agreement or who joins the Union during the life of this agreement shall as a condition of employment (as long as the Union continues to be the certified collective bargaining agent) remain a member of the Union in good standing for the duration of this agreement. Good standing for the purpose of this agreement shall be the payment of the initiation fee and monthly periodic dues uniformly required as a condition of retaining membership.

Deduction of Union Dues

1.4. Any employee entering the bargaining unit after the effective date of this agreement upon completion of thirty (30) calendar days, shall as a condition of employment pay service fees and initial service fees to the Union in an amount not to exceed the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining Union membership. If such new employee chooses to become a Union member, he must also pay the initiation fee uniformly required by the Union as a condition of Union membership. If such new employee elects non-member status he/she will nevertheless be required to continue to pay service fees to the Union in an

amount not to exceed Union dues. The company will furnish the Union with a list of new hourly employees when they have completed thirty (30) calendar days of work.

- 1.5. Regular dues or service fees and regular initiation fees or initial service fees owed to the Union by employees of the Company will be checked off by the Company from the pay of each employee weekly, provided an authorization card satisfactory to the Company signed by the employee is on file with the Company as prescribed by Labor-Management Law. The Company will furnish a list of the employees once a month, and will forward it along with the dues and initiation fees or service fees and initial service fees that have been checked off weekly to the Union no later than the tenth day of the following month.

**Right to
Join Union**

- 1.6. The Company will not interfere with the right of its employees to become members of the Union. The Union on its part agrees that neither the Union nor its members will intimidate nor in any way coerce employees into joining the Union and will not solicit membership or engage in other Union activities on Company time.
- 1.7. Local 911 Officers and Union Representatives will be issued passes that will permit them to enter the Company premises at any time, with the understanding that they will identify themselves to the guard on duty at the Plant entrance.
- 1.8. Employees of Local 911 will be given the option to make payroll deductions to the Active Ballot Club (ABC).

Article Two Wages

**Schedule of
Base Rates**

- 2.1. The base rate of each job in the bargaining unit is set forth in the Schedule of Base Rates which is

attached as Exhibit No. 1, and made a part of this agreement. As the Company adds new jobs or deletes jobs from the Schedule of Base Rates, it will maintain a copy of the revised Schedule of Base Rates on a current basis and notify the Union in advance of any changes.

- 2.2. Except as provided in paragraphs "3" and "4" below, an employee will be assigned an hourly rate of pay in any payroll week determined by the rates of the jobs on which the employee worked during the week as follows:

**Base Rate
Formula**

2.2a. List rates of jobs performed in the payroll week in descending order.

2.2b. Set down next to each rate the number of hours of work performed at that rate.

2.2c. Total the number of hours worked in the payroll week and divide by two.

2.2d. Starting with the hours worked at the highest job rate and working down rate by rate, count down the number of hours determined in subparagraph "c" above.

- 2.2e. The employee's job rate will be that rate where the "middle" hour is found in subparagraph "d" above. The effective date of this job rate will be the first day in the payroll week.

- 2.2f. When an employee works overtime beyond his normally scheduled work week, such hours should not be used to reduce the hourly rate of pay in any payroll week as determined above.

- 2.3 Employees other than skilled trades division will be paid \$5.75 per hour below the rate of the job on which they are working during their probationary period. After one calendar month, the employee will receive an increase of \$.50 an hour. Upon completion of the probationary period, all employees will progress to the job rate as set forth in the Schedule of Base Rates. After an employee

satisfies the requirements of this paragraph, the employees base rate shall be determined in accordance with paragraph 2.2 above.

**Continuation
of Rates**

2.4. When an employee returns to work from an industrial injury to light duty, he/she will receive their regular rate of pay for forty-five (45) days.

**Rate
Increase**

2.5. The hourly base rates of jobs in effect September 8, 2003, will remain in effect until February 4, 2007, when all hourly rates will be increased as provided in the Schedule of Base Rates.

2.6. For all work performed after 6 p.m. and before 6 a.m. a bonus of 10% shall be paid. Any employee hired after February 3, 1997, shall be paid a bonus of \$.35/hour for all work performed after 6 p.m. and before 6 a.m.

Article Three Hours of Work and Overtime

**Payroll
Week**

3.1. Insofar as production schedules will permit, the Company will endeavor to give regular non-seasonal employees 40 hours of work in every payroll week worked in five 8-hour shifts; however, it is recognized by the parties that efficient operation will require deviations.

Overtime

3.2. Time and one-half will be paid for all time worked in excess of forty (40) hours in a week or eight (8) hours in a day. Time and one-half will be paid an employee for work performed on Saturday and Sunday. Double time will be paid for the work performed on the seventh day worked in the scheduled work week.

Holiday

3.3. If an employee qualifies for holiday pay as called for in Article Four of this agreement, it will be counted as a day worked when calculating the rate of pay for the seventh day worked in the scheduled workweek. When the last day of an employee's vacation falls on Monday because of a holiday

observed by the Company during a vacation period, that day will be counted as a day worked when calculating the rate of pay for the seventh day worked in the scheduled work week. Employee will be given the option of either working their extra day(s) as a result of a holiday(s) occurring during the employee's vacation or taking those day(s) off pursuant to plant procedures for extra days. Employees on an approved absence for bereavement (as defined in Article Three, paragraph 10) or jury duty will be considered at work when calculating the rate of pay for the seventh day worked in the scheduled workweek.

3.4. For payroll purposes an employee's entire shift of work will be considered to be in the day and week in which the employee starts the shift. This provision will not be used to preclude paying double time for work performed on the seventh day worked in the scheduled workweek (as provided for in paragraph 2) when an employee is called in prior to his normally scheduled starting time.

Shift of work

3.5. An employee called to work and sent home for lack of work will be paid either the amount of money earned in the short shift of work as normally calculated or four hours at the employee's rate that day, whichever is greater.

Call-in Pay

3.6. The Union and the Company agree employees will work all necessary overtime. Insofar as possible and practical, the Company will give employees advance notice of overtime work and will by noon on Thursday indicate required weekend overtime. It is understood that an emergency or unusual condition may not make this always possible. First preference for overtime will be given to the employees within the department where the overtime occurs provided they are capable of, and can immediately perform, the overtime work. Every effort will be made to equalize overtime work opportunities among the regular employees within the department. Probationary employees shall not receive daily overtime work assignments

Overtime

to the exclusion of seniority employees within the major department. Senior employees will have the opportunity to work overtime on their regular weekend shift before probationary employees provided they are qualified to perform the work. Time worked at premium day rates which is within employee's regularly scheduled workweek (up to 40 hours) shall not be counted as overtime for purposes of overtime equalization. The Company agrees that it shall make every effort to insure that work opportunities of at least one (1) hour are provided following a lunch period. The Company also agrees that a break period will be scheduled as close as possible to the middle hours of a larger portion of a work shift.

**Overtime
Pyramiding**

3.7. Overtime pay will not be pyramided. When two or more of the above overtime 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 Holidays" article in this agreement.

**Relief
Time**

3.8. On operations where an employee is required to remain at a definite station or machine continuously, a relief of sufficient time to take care of the employee's needs shall be provided.

**Jury Duty
Pay**

3.9. When an employee is called for service as a juror, *he/she will be paid the difference between the fee he/she receives for such service and the amount of base rate earnings lost by him/her by reason of such service, up to a limit of eight hours per day and 40 hours per week.*

**Bereavement
Pay**

3.10. When a death occurs in the immediate family of an employee which requires the employee to be absent from work in his basic forty-hour workweek in order to attend to related matters, such employee 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 and sister.*

3.10a. Employees will be granted up to two days funeral leave to attend the funeral of his/her grandparent or grandchild, father-in-law/mother-in-law, when such funeral is held during the employee's basic 40 hour work week. The employee will be paid eight hours straight-time for each day. When requested, the employee must furnish satisfactory proof of the death, relationship to the deceased and the day of the funeral.

Article Four

Vacation and Holidays

- 4.1. All regular employees who are on the seniority list on April 5, shall be entitled to a vacation with pay in accordance with the following schedule. Vacation pay will be a percentage of their previous calendar year's earnings.

Vacation Scheduling

Vacation	Percentage	Eligibility
5 weeks	10%	after 25 years of service
4 weeks	8%	after 17 years of service
3 weeks	6%	8th anniversary year
2 weeks	4%	2 years as of April 5
1 week	2%	1 year as of April 5

Employees with less than 1 year of seniority as of April 5 will receive four (4) hours straight-time pay for each full month on the payroll prior to April 5 not to exceed a maximum of forty (40) hours. A half day's vacation will be given for each of the months not to exceed five (5) full days.

A vacation earning credit at 40 x base rate will be provided an employee who is eligible for vacation for each full week he receives accident and sickness insurance or workers' compensation.

- 4.2. Vacations will be scheduled by the Company. Seniority will prevail in selection of available vacation times. Such schedules must be consistent

Vacation Eligibility

with the efficient operations of the Plant. Employees who are granted a vacation prior to April 5 shall be paid vacation pay. Employees will not have to work Saturday evening/Sunday morning before vacation, but will be expected to work the Sunday evening/Monday morning of the week they return.

4.3. Employees who retire, die, or are terminated because of total disability as the result of a disabling industrial injury in the period January 1 through April 4, will be entitled to vacation pay at the appropriate percentage rate on any earnings in the previous calendar year on which vacation payments have not been made.

**Employees
Entering
Armed
Forces**

4.4. An employee with more than three months' seniority who leaves the Company to enter the Armed Forces will receive a vacation payment at the time of his departure providing he has reemployment rights under the Universal Military Training and Service Act. The amount of his vacation payment will be 2%, 4%, 6%, 8%, or 10% (depending upon whether he has completed less than 2, 2, or it is the 8th anniversary year, after 17 years, or after 25 years of service at the time of his departure) of any earnings up to the time of his departure to enter the Armed Forces on which previous vacation payments have not been paid.

**Employees
Returning
from
Armed
Forces**

4.5. A veteran with reemployment rights under Universal Military Training and Service Act who is reinstated to active employment will be eligible following his reinstatement, to a vacation payment equal to the appropriate percentage in paragraph 4.1 of his previous calendar year's earnings in accordance with his seniority. A vacation earnings credit at 40 times base rate will be provided a returning veteran who is eligible for vacation for each full week of military service during the previous calendar year. Thereafter he will be

eligible for paid vacation in accordance with the regular policy provisions in paragraphs 1 and 2 above.

Vacation Pay Calculation

4.6 In the calculation of any vacation pay, previous vacation payments, and Christmas gift shall be excluded from earnings.

Vacation in Days

4.7. All employees who are eligible for more than two weeks of vacation can take one week of their annual vacation eligibility in days, one day at a time or in consecutive days, but less than 5. The following provisions will apply to all employees who desire to utilize this benefit.

4.7a. Employees must indicate their desire to use one of their weeks of vacation eligibility at the time they schedule their annual vacation during the home department canvass. This declaration does not guarantee that all requests for single day usage will be approved.

4.7b. Seniority shall prevail on the granting of requests for vacation days at the initial selection opportunity. All requests following this opportunity will be handled on a first-come, first-serve basis unless requests are received on the same day, then seniority prevails.

4.7c. Weekend dates and contractually recognized holidays are not permitted to be used as vacation days.

4.7d. All requests for single days of vacation must be in writing and submitted with at least 24 hours notice to your supervisor.

4.7e. Requests for single days of vacation when the department weekly vacation schedule is already full will be at the discretion of the department manager.

4.7f. Payment for the single day of vacation will be received in the normal payroll cycle for that work week and will not be paid in advance.

4.7g. The Company has the right to grant or reject an employee's request for days of vacation. Vacation is scheduled at the discretion on the Company.

Holidays

4.8. The Company agrees to pay eight (8) hours straight time for the holidays listed below providing employees have seniority and satisfy all of the following qualifications:

4.8a. They work on the last workday before and the next workday after the holiday, unless they are on an absence excused by the Company, or the day before or the day after the holiday is an overtime (or premium) day in excess of their normal workweek.

4.8b. They work at least one day during the holiday week.

4.8c. An employee scheduled to work on the holiday who fails to work will not qualify for holiday pay unless the reason for his absence is excused by the Company.

**Holiday
During
Vacation**

4.8d. When a holiday occurs during an employee's paid vacation period, he/she shall be eligible for holiday pay if he/she works his/her last scheduled workday before and first scheduled workday after his/her vacation, unless his/her absence on one or both of these days is excused by the Company.

4.8e. If the reason an employee is unable to qualify under (a) and/or (b) is due to the fact that the employee was on an approved leave for bereavement or jury duty, these two qualifications will be waived.

4.8f. Holiday	Observed
Good Friday	April 9, 2004
Floating Holiday	May 28, 2004
Memorial Day	May 31, 2004
Independence Day	July 2, 2004
Labor Day	September 6, 2004
Thanksgiving Day	November 25, 2004
Day after Thanksgiving	November 26, 2004
Christmas Day	December 24, 2004
Floating Holiday	December 31, 2004
New Year's Day	January 3, 2005
Good Friday	March 25, 2005
Memorial Day	May 30, 2005
Independence Day	July 4, 2005
Labor Day	September 5, 2005
Thanksgiving Day	November 24, 2005
Day after Thanksgiving	November 25, 2005
Floating Holiday	December 23, 2005
Christmas Day	December 26, 2005
Floating Holiday	December 30, 2005
New Year's Day	January 2, 2006
Good Friday	April 14, 2006
Floating Holiday	May 26, 2006
Memorial Day	May 29, 2006
Independence Day	July 4, 2006
Labor Day	September 4, 2006
Thanksgiving Day	November 23, 2006
Day after Thanksgiving	November 24, 2006
Christmas Day	December 25, 2006
Floating Holiday	December 26, 2006
New Year's Day	January 1, 2007

4.8g. During the life of this labor agreement a total of 6 floating holidays will be observed. In 2004, one floating holiday will be observed on Friday, May 28, 2004 and one observed on Friday, December 31, 2004. In 2005, one floating holiday will be observed on Friday, December 23, 2005 and one will be observed on Friday, December 30, 2005. In 2006 the following floating holidays

**Floating
Holiday**

will be observed: Friday, May 26, 2006, and Tuesday, December 26, 2006.

**Double Time
and One-Half
on Holidays**

- 4.9. When a regular full-time employee works on one of the above holidays, he/she shall be compensated at two and one half (2 1/2) times for all hours worked. This shall not be in addition to the holiday pay provided for in paragraph 4.8 above.

4.9a. Employees hired for the Fresh Vegetable Season who work on a holiday shall be paid time and one half (1 1/2) for all hours worked provided that they worked on the last workday before and the next workday after the holiday.

Article Five Seniority

**Probationary
Period and
Seasonal
Work**

- 5.1. Newly hired employees, except those entering skilled trades of the Company shall be considered probationary employees for 200 consecutive days on the active payroll or 240 days on the active payroll in a calendar year. When employees complete this probationary period (two calendar months for skilled trades employees) of work in accordance with the above provision, they shall cease to be probationary employees and shall rank in seniority from their hiring date. Probationary employees who are laid off for no more than seven calendar days and return to work as recalled, shall retain their original hiring date. Employees become eligible for benefits at the completion of their probationary period.

**Plant
Seniority**

- 5.2. Plant Seniority: Employees shall be considered seniority employees and placed on the plant seniority list on the first day of work following completion of their probationary period, and their plant seniority will date back to their date of hire. Employees retain plant seniority so long as they are in active employment, on leave of absence, or on layoff with right of recall.

- 5.3. Major Department Seniority: The plant is divided into four major departments:

**Major
Department
Seniority**

Maintenance and Power Department
Production Department
Services and Utilities Department
Warehouse Department

An employee who completes their probationary period will acquire department seniority in a department, and their seniority dates back to their date of hire. Employees successfully bidding on posted permanent openings will take their seniority to the new department upon date of transfer. Seniority employees transferred due to a reduction to another department by the Company, will not be placed on the new department's seniority list. Seniority employees who are laid off will retain their departmental seniority.

- 5.4. Department Seniority: Major departments are divided into these departments excluding Silgan Manufacturing:

**Department
Seniority**

Maintenance and Power Department
Electricians
Mechanics - lower level
Mechanics - filling and closing
Mechanics - upper level
Power
Mechanics - V-8 (General Maintenance)
Utility Maintenance

Production Department
Filling
Glass Line Operation
Labeling/Processing
Upper level
Program Coordinators - Main Plant
Second Floor
V-8

Services and Utilities Department

Eleven Building

Laundry, custodians and all others not listed

Plant Service - Power Scrubber and Sweeper

Operator - Insect and Rodent Exterminator

- Overhead Cleaner

Spray Irrigation

Water and Waste Treatment

Warehouse Department

Receiving and Waste Dock

Reconditioning

Semi Truck Operation

Shipping

V-8 Shipping, Receiving and Reconditioning

5.5. Upgrading

5.5a. In upgrading employees, the Company shall give consideration to seniority, ability and physical fitness. It is understood that all other things being reasonably equal, seniority shall prevail. Prior job experience will not be the determining factor in upgrading unless considerable training time is necessary to acquire skills necessary to efficiently and safely perform the assignment. To carry out this provision, management agrees to post permanent job openings on a plant-wide basis as soon as possible after the opening occurs. Such postings shall be made for a period of three (3) days and shall indicate job, department and shift. The rate of pay will also be included for non-skilled trades postings. Notice of the successful bidder shall also be posted within the following three (3) days. The successful bidder shall be assigned to the job within two weeks. The successful bidder will have 48 hours to decline the opportunity after being notified in writing by the company. If an employee refuses a job after being named successful bidder, the employee will not be permitted to bid on any job openings for a period of four months. No employee shall be

entitled to more than one (1) successful lateral transfer and downward bid in any six month period unless his/her job is eliminated by the Company.

5.5b. In operations where relief operators are utilized, preference for these jobs will be given to the most senior operator as openings occur.

5.5c. Temporary jobs will be posted when, in the judgment of management, they are expected to continue from at least 30 days to 120 days excluding leave of absence replacements, which could last longer. An employee named successful bidder on a temporary job will not gain department seniority. For temporary posting only that support V-7 and Warehouse only, the successful bidders will be returned to their former position after the temporary assignment. Employees classified in positions that are on the Prior Experience Job List will not be considered for the temporary V-7 opportunity.

5.6. 5.6a. Seniority lists will be maintained showing plant, major department, and department seniority. The Company will supply the Union with seniority lists annually and will notify the Union weekly of additions to and terminations from the bargaining unit. Current major department and department seniority lists will be maintained by the Company and be available to the Union.

5.6b. Transfer out of a major department or a department as the result of a reduction in force will be done on the basis of seniority except in cases where efficient production would be impeded. Temporary transfers due to a breakdown in an operation or a part of an operation may be made without regard to seniority provided it does not exceed the shift in which the operation is curtailed and one additional shift of work. Transfers into a major department or a department as a result of an increase in force will be done on the basis of seniority, except in cases where

Reduction in Department Work Force

efficient production would be impeded. Employees who remain in their department will be utilized on the job they normally perform. Employees transferred back to their departments will be utilized on the jobs they normally perform.

Layoff

5.6c. In the event it becomes necessary to make a plant-wide layoff the following procedure will be followed:

All probationary employees within the plant shall be laid off before employees with seniority standing. New hires will be laid off and recalled in accordance with their seniority if qualified to perform the job in question. This shall not be construed to mean that the Company shall be required to layoff any employees having special technical or mechanical skills.

5.6d. If conditions require a further layoff, employees with seniority standing shall be laid off in inverse order of their plant seniority in accordance with the following procedure:

Determine number of jobs to be eliminated.

Names and jobs held by employees with the least plant seniority subject to layoff will be listed.

Jobs of above employees that are not being eliminated will be listed.

Employees with the greater plant seniority, who are not subject to layoff, but whose jobs are being eliminated, will be given the opportunity to fill openings resulting from layoff of employees at the bottom of the plant seniority list, and openings caused by job bids.

Employees with the greater plant seniority, who are not subject to layoff, who are not qualified to perform available job openings at the bottom of plant wide seniority list will be considered for the jobs held by other employees whose seniority

ranking is immediately above that of the laid off employees.

5.6e. Employees will be recalled from layoff strictly on the basis of their plant seniority provided they are qualified to satisfactorily perform the duties of the jobs to be filled.

Recall

No employee will be terminated as a result of the loss of seniority on layoff as long as employees with less seniority are at work.

5.6f. Employees transferred from jobs within the bargaining unit to salaried jobs outside the bargaining unit shall retain seniority for a period of six months, and may return to their former job once.

5.6g. In the event an employee is called for duty in the Armed Services, he/she shall retain his/her seniority and be reinstated as prescribed by law.

Retention of Seniority When in Armed Services

5.7. Loss of Seniority: An employee shall cease to have plant seniority and his/her employment with the Company shall be considered terminated for all purposes when:

Loss of Seniority

5.7a. He/she voluntarily leaves the Company's employ.

5.7b. He/she is absent for a period in excess of five days without a leave of absence.

5.7c. He/she is discharged for just cause.

5.7c. (1) In the event an employee is discharged, the Union may institute a grievance within one week of the date of discharge or discharge will be considered final and not subject to grievance. In the event an employee who is discharged is not found to have been discharged for just cause, he/she shall be reinstated with full seniority and paid for time lost.

5.7d. Having been laid off for lack of work, he/she fails to report within seventy-two (72) hours after being recalled by certified letter mailed to the last known address as shown on the Company's records, unless such failure to do so is due to circumstances beyond his/her control.

5.7e. He/she fails to report for work at the termination of a leave of absence.

5.7f. He/she works at another job for another company while on leave of absence.

5.7g. He/she is laid off for a period equal to his acquired seniority if he has less than one year's seniority, or one year if he/she has more than one year's seniority.

5.7h. He/she retires or dies.

5.7i. He/she is on a medical leave of absence for a period equal to his/her acquired seniority if he/she has less than one year's seniority, or one year if he/she has more than one year's seniority. If an employee is on a medical leave of absence as a result of an industrial accident or injury, the leave of absence may be extended for a period equal to the employee's seniority, but not more than two years.

5.8. Employees shall be entitled to a leave of absence for a period of time not exceeding sixty (60) days providing the Company is satisfied with the reason given for such leave of absence.

5.9. A pregnant employee may obtain a maternity leave of absence for a period of time up to 60 days after childbirth. A pregnant employee may continue to work as long as it is approved by a qualified physician. An employee may return to work from a maternity leave when in the opinion of a qualified physician she is physically able and competent to perform her usual duties. If a pregnancy is terminated abnormally, an employee must present

Maternity Leaves

certification justifying the extent of the absence. Upon the termination of a maternity leave, an employee may obtain a personal leave of absence providing the Company is satisfied with the reason given for such leave of absence.

5.10. The Union may obtain, upon request, personal leaves of absence for periods up to one (1) year for not more than three (3) members of the Union to carry out the business of the Union. The Union will give the Company reasonable notice of such leaves in order that replacements can be secured to cover their jobs.

**Union
Leaves of
Absence**

5.11. The Company shall restrict all salaried employees from performing manual labor normally performed by members of the bargaining unit except for the purposes of instructing, *experimenting*, or in the case of *bona fide* emergencies.

**Work of
Salaried
Employees
Restricted**

5.12. Production workers will not perform maintenance work involving overhauling or repairing of machinery or equipment. Maintenance workers will not perform operational work except when necessary in the performance of general maintenance duties.

Article Six Settlement of Differences

6.1. Should differences arise between the Company and the Union or employees as to the meaning and application of the provisions of this agreement, earnest efforts by Company and Union representatives shall be made to settle the grievances.

**Grievance
Procedure**

6.2. Complaints will be discussed during working hours informally with the Supervisor before being reduced to writing and processed through the grievance procedure. If a complaint is not reduced

to writing and received by the Human Resources Department in (10) working days, it will be considered satisfactorily settled. When a complaint is reduced to writing and becomes a formal grievance, the procedure to be followed is:

Step 1: Between the employee affected accompanied by the steward and the Manager of the department. If the Manager of the department has answered the grievance informally, the issue will proceed to **step 2**. The Manager shall render his decision promptly, and if no answer is given within ten (10) working days (Monday through Friday), the Union may refer the grievance to the **second step**. If a grievance has not been referred to the second step within ten (10) working days (Monday through Friday) after receiving the Department Manager's decision, it shall be considered satisfactorily settled.

Step 2: Between the President of the Union or his/her representatives and the Plant Manager or his/her representatives. The Manager shall render his decision within fifteen (15) working days (Monday through Friday).

Step 3: If a grievance has not been disposed of after the above steps, either the Union or the Company may ask that the grievance be arbitrated. The Union's response (either a request for arbitration or an agreement with the Company's position, subject to the employee's appeal rights) to the Company's Step 2 decision must be received within twenty-five (25) working days (Monday through Friday); if not, the grievance shall be considered satisfactorily settled. The arbitrator shall

be selected in accordance with the procedures of the Federal Mediation and Conciliation Service. Grievances involving a labor standard, the establishment of a base rate, a discharge of a probationary employee, or a right of management will not be arbitrated. The arbitrator will have no power to add to or subtract from the terms of this Agreement and his/her power will be limited to the interpretation of the terms of this Agreement as they have any bearing on the grievance being arbitrated. The Arbitrator's decision shall be final and binding on the parties.

- 6.3. Time spent by employees in handling grievances and participating in negotiation sessions will not be paid for by the Company. All grievance discussions by employees and stewards in the first and second steps of the grievance procedure will be held before or after their regular working hours.
- 6.4. Whenever the Union desires additional representation at the first or second step of the grievance procedure, they will be permitted to be represented by a committee of Union members not exceeding three.
- 6.5. Grievances involving discharges may be initiated at the second step of the grievance procedure. Grievances involving seniority may be initiated at the first step of the grievance procedure.
- 6.6. At any step in this grievance procedure the Executive Board of the Union shall have the final authority in respect to any aggrieved employee covered by this agreement to decline to process a grievance, complaint, difficulty, or dispute; further, if in the judgment of the Executive Board such grievance or dispute lacks merit or lacks justification under the terms of this agreement, or has been adjusted or justified under the terms of

Grievance Time

the agreement, to the satisfaction of the Union Executive Board.

6.6a. During any step of this grievance procedure, if the Union accepts the Company's position on the grievance, the grievant has the right to appeal to the Union's Grievance Appeals Committee, and the time limits of said grievance shall be waived until such time as the appeal is processed by the Union unless the Company notifies otherwise.

Article Seven

Rights of Management

- 7.1. The Company shall exercise the functions of hiring, transferring, promoting, demoting, suspending, discharging, laying off, recalling, and the establishment of rules and regulations at its sole discretion, except as these functions are specifically restricted by the terms of this agreement.
- 7.2. The type of product manufactured, the location of plants, the planning and scheduling of production, the scheduling of work hours, the establishment of labor standards and the introduction of new production methods and new or improved machinery shall be the exclusive function of management.
- 7.3. 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.

Article Eight

Anti-Discrimination

- 8.1. The Company and the Union do not and will not, as a matter of policy, discriminate against

employees because of race, color, religion, sex, sexual orientation, age, national origin, citizenship, disability, status as a disabled Vietnam Era or other eligible veteran or any other characteristic protected by law. In this connection, the Company offers equal employment opportunities regardless of race, color, religion, sex, sexual orientation, age, national origin, citizenship, disability, status as a disabled Vietnam Era Veteran or other eligible veteran, or any other characteristic protected by law.

Article Nine

No Strike-No Lockout

- 9.1. The Parties agree there shall be no strike, stoppage, suspension of work, diminution of effort, or lockout during the life of this agreement.

Article Ten

Health, Safety and Welfare

- 10.1. The Company will provide a bulletin board at the Main Plant and Beverage Plant locations for the posting of any notice pertaining to Union business in connection with the employees covered by this Agreement. All bulletin board notices are subject to approval by Campbell Soup Supply management before posting.
- 10.2. Whenever an employee works on a job which is considered hazardous, there shall be at least one other person in the area.
- 10.3. The Company will provide a security benefit program including pension plan, life insurance, hospitalization insurance, comprehensive medical insurance, accident and sickness insurance, long term disability insurance, retiree medical insurance, dental plan, vision care plan, and an employee savings and 401k Plan. These plans will

**Pension
and
Insurance
Programs**

be administered by the Company. Employees become eligible for benefits at the completion of their probationary period. The Company shall provide, for the duration of this agreement, all of the above listed plans for all seniority employees. The terms of such plans shall be outlined in a summary plan description, and can be obtained through Human Resources. Eligibility, coverage, and benefit issues will be governed exclusively by the terms and conditions within the plan documents.

- 10.4. The Company and the Union agree to designate representatives to serve on a Benefit Committee to review the problems of accelerating health care costs and explore benefit cost containment methods and programs to minimize the impact of increasing costs. The Committee will communicate to employees any ideas, methods or programs which can help make employees better health care shoppers.

The joint Management-Union Committee will meet on a regular basis as benefit costs information is available for review.

Article Eleven

Skilled Trades Division

- 11.1. The following classifications will fall within the Skilled Trades Division: Electrician, Machinist, Mechanic, Operating Engineer, and Boiler Plant Attendant, regardless of the department assigned.
- 11.2. All permanent non-seasonal openings will be posted within the two major departments in keeping with efficient operations of the department. The selection of a qualified bidder will occur first within the major department in which the opening occurs. If no successful bidder is named from that department, bidders will be considered from the other major department to

which skilled trades employees are assigned before the opening is posted plant wide. An employee reduced off a bid job will be returned to that job before it is posted.

- 11.3. A supplemental agreement has been executed by the Company and the Union providing for an Apprenticeship Program. Copies of the program will be available in the Human Resources Department and the Union headquarters.
- 11.4. The Company will provide safety glasses for all employees in the Skilled Trades Division. Employees requiring prescription will pay for their eye examination.
- 11.5. All employees in the Skilled Trades Division, referred to in paragraph 11.1, shall be evaluated at least once a year. The evaluation will be reviewed with the employee by his Supervisor, Area Manager, and Department Manager.

Article Twelve

Duration

- 12.1. This agreement shall remain in full force and effect through February 4, 2007, and thereafter from year to year unless sixty (60) days prior to the date of expiration either party gives notice in writing of desired changes in or termination of the agreement. In the event no notice is given of a desire to terminate or modify the agreement in accordance herewith, the agreement shall remain in full force and effect until a new agreement is negotiated and executed by both parties.

Letter of Understanding Job Posting Information

In the interest of providing additional areas for job posting information the Company will place job postings and the results indicating successful bidders in addition to the Main Plant Bulletin Board and Beverage Plant Bulletin Board, will place the postings and the successful bidders in areas near the V-8 time clock, the Prego Area Bulletin Board, and Main Plant Warehouse.

Letter of Agreement – Chief Steward

The Company and the Union agree on a six-month trial basis to the concept of a Chief Steward. The Chief Steward will be appointed by the Union and must be a first shift jobholder during this trial period. This trial period may be extended an additional six months by mutual agreement of the parties before an agreement is made to permanently continue the Chief Steward position for the term of the agreement. The initial trial period will begin on or before January 1, 2004.

The parties also agreed that during the trial period and if the trial period is continued by the parties, the Chief Steward's time to attend the Annual Steward's Conference would be paid by the Company. The conference is a one-day event and occurs once a year.

Prior Experience Job List

Chefs
Production Coordinators
Service Coordinators
Electricians
Low Lift Checker – Truck Dock
Mechanics
Motor Vehicle Operators
(Licensed)
Operating Engineers
Sterilizer Operator – V-8 & Tomato
Juice
Waste & Water Treatment
Operators
Cooker Operators
Certified Cooker Operators

UNITED FOOD & COMMERCIAL WORKERS
LOCAL 911 AFFILIATED WITH THE
AFL-CIO-CLC

NEGOTIATING COMMITTEE

Eddie Bevins

Larry Prewitt

Samuel Weber

Daniel Ziesloft

William F. Rosebrock

Bob Gilbert

Union Representative

Deb Collins

Union Representative

Jefferson Stephens

President & CEO

CAMPBELL SOUP COMPANY

Ray Oldach

V.P. Manufacturing

Dave Parcher

Plant Manager

Nick Martinez

Director of Human Resources

Brian Stocker

Director of Human Resources

Flemming Scott Jr.

Manager - Human Resources

EXHIBIT ONE PART I
Schedule Of Base Rates

Job Classes	Effective 9-8-03	Effective 2-7-05	Effective 2-6-06
1	\$15.81	\$16.28	\$16.93
3	\$16.16	\$16.64	\$17.31
4	\$16.36	\$16.85	\$17.52
5	\$16.53	\$17.03	\$17.71
6	\$16.74	\$17.24	\$17.93
7	\$16.98	\$17.49	\$18.19
8	\$17.22	\$17.74	\$18.45
9	\$17.44	\$17.96	\$18.68
11	\$17.71	\$18.24	\$18.97
12	\$17.93	\$18.47	\$19.21
14	\$18.41	\$18.96	\$19.72
15	\$18.60	\$19.16	\$19.93
17	\$19.04	\$19.61	\$20.39
18	\$19.87	\$20.47	\$21.29
28 Maint D	\$17.79	\$18.32	\$19.05
31 Maint C	\$18.27	\$18.82	\$19.57
34 Maint B	\$18.97	\$19.54	\$20.32
37 Maint A	\$19.61	\$20.20	\$21.01
38 Maint AA	\$20.44	\$21.05	\$21.89
39 Maint AAA	\$21.25	\$21.89	\$22.77

EXHIBIT ONE PART 2
Job Classes and Titles

Job Class	Rate Eff. 9-8-03	Rate Eff. 2-7-05	Rate Eff. 2-6-06	Job Title
1	\$15.81	\$16.28	\$16.93	Basic Assignments Sorting
3	\$16.16	\$16.64	\$17.31	Chilled V-7 Drumming Attendant Custodian Dicer Feeder - Meats Empty Can Depalletizer Attendant General Labor Glass Line Attendant Irrigation Laundry Meat Grinder Operator Reconditioning Service IQF Meats Yard Work
4	\$16.36	\$16.85	\$17.52	Case Packer Operator Company Store - Service Conveyor Unloader Filling and Closing Machine Operator Filling Control Attendant Hi Cone Operator Loader and Unloader Pasta Cutter Attendant Power Scrubber and Sweeper Operator Production Recorder Seam Inspector Waste Dock Handling
5	\$16.53	\$17.03	\$17.71	Beverage Plant Label Room Attendant Defective Can Detector Attendant Irrigation Pump Operator Label Machine Operator Night Cleaner Quality Checker/Recorder (Beverage Plant)

Job Class	Rate Eff. 9-8-03	Rate Eff. 2-7-05	Rate Eff. 2-6-06	Job Title
6	\$16.74	\$17.24	\$17.93	Assistant Sterilizer Operator - V-8 Empty Container Depalletizer Operator Filter Attendant Microwave Operator Noodle Room Attendant Preparatory Service Tomato Soup Panel Attendant Vegetable Peeler Attendant
7	\$16.98	\$17.49	\$18.19	Battery Shop Attendant Blending, Service and Trucking Building Services Butcher Shop Attendant Flour Sifter Attendant Kettle Attendant Material Examiner Helper - Receiving Night Cleaner - Specific Equipment Operator - V-7 Juice Extractor Equipment Power Truck Operator - Low Lift Slide Plate Palletizer Operator
8	\$17.22	\$17.74	\$18.45	Bean Reel Blancher Operator Broth Cook Cleaner-Auditor Emulsion Attendant Evaporator Operator (APV) V-8 Finished Product Inspector Flour Mixer Attendant Freezer and Cooler Attendant Insect and Rodent Exterminator Label Service and Control Power Truck Operator - 'C' - Clamp Power Truck Operator - Freezers Power Truck Operator - Hi-Stacker Power Truck Operator - Multi-Fork Prego Lab Attendant Slurry Mixer Attendant

Job Class	Rate Eff. 9-8-03	Rate Eff. 2-7-05	Rate Eff. 2-6-06	Job Title
8	\$17.22	\$17.74	\$18.45	Slurry Starch Attendant Standardization Attendant
9	\$17.44	\$17.96	\$18.68	Continuous Cooker Operator* Not Certified Material Examiner - Receiving Material Handler Truck Driver
11	\$17.71	\$18.24	\$18.97	Beverage Blender By-Product Recovery Plant Operator Chemical Room Attendant Condiment Attendant Low Lift Checker - Truck Dock Operator 2nd Floor Flour Room Operator 2nd Floor Systems Sterilizer Operator - V-8 Certified Cleaner Auditor
12	\$17.93	\$18.47	\$19.21	Cook Coordinator "B" Continuous Cooker Operator - Certified
14	\$18.41	\$18.96	\$19.72	Coordinator "A" Licensed Insect & Rodent Exterminator Water & Waste Treatment Operator
15	\$18.60	\$19.16	\$19.93	Chef
18	\$19.87	\$20.47	\$21.29	Licensed Water & Waste Treatment Operator

SKILLED TRADES DIVISION

Job Class	Rate Eff. 9-8-03	Rate Eff. 2-7-05	Rate Eff. 2-6-06	Job Title
28	\$17.79	\$18.32	\$19.05	Electrician 'D' Machinist 'D' Mechanic 'D'
31	\$18.27	\$18.82	\$19.57	Electrician 'C' Machinist 'C' Mechanic 'C' Boiler Plant Attendant
34	\$18.97	\$19.54	\$20.32	Electrician 'B' Machinist 'B' Mechanic 'B' Operating Engineer 'B' Boiler Plant Attendant, Fluidized Bed
37	\$19.61	\$20.20	\$21.01	Electrician 'A' Machinist 'A' Mechanic 'A' Operating Engineer 'A'
38	\$20.44	\$21.05	\$21.89	Electrician 'AA' Machinist 'AA' Mechanic 'AA' Operating Engineer 'AA'
39	\$21.25	\$21.89	\$22.77	Electrician 'AAA' Machinist 'AAA' Mechanic 'AAA' Operating Engineer 'AAA'

CAMPBELL SOUP COMPANY

NAPOLEON PLANT

EMPLOYEE SUBSTANCE ABUSE POLICY

Policy Statement

It is the policy of Campbell Soup Company's Napoleon Plant to maintain a drug-free workplace. This is supported by pre-employment urine drug testing and by for-cause urine drug and alcohol testing on employees determined to be unfit who are not found to have a medical condition to explain the state of unfitness.

Pre-Employment Testing

The company will perform pre-employment drug tests to keep users of illegal drugs from being employed.

Possession of Drugs or Alcohol

The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance or possession or use of alcohol on Company premises or while on Company business is prohibited. Employees found to be in violation of this prohibition while on Company premises or while conducting Company business will be discharged, subject to the terms of the policy.

Workplace Impact of Substance Abuse

The greatest danger of substance abuse in the workplace is safety related. An employee under the influence of a mind-altering substance is absolutely a danger to him/herself and to other employees as well. While safety concerns are obvious, often overlooked is the fact that productivity and quality are negatively impacted by the impaired employee, and for a food processor, quality assurance is imperative. Employee theft increases, as do violent incidents, when the workplace is not free of mind-altering substances.

Substance Abuse

When a supervisor determines that an employee's conduct or work performance indicates they are unfit-for-work, the supervisor will take the employee to the Medical Department for evaluation. No supervisor has the authority to send an employee home who is declared unfit-for-work, without evaluation by medical personnel. If an employee is found to have a medical problem causing difficulty with conduct or work performance, the employee will be referred to the family doctor or accompanied to medical facility.

Circumstances that may lead to a determination of unfit-for-work will be based on “just cause”, which will be reduced to writing and a copy will be supplied to the union.

If medical personnel determine the employee does not have a medical condition causing him/her to be unfit-for-work, the employee will submit a urine specimen for alcohol (breathalyser or intoximeter testing is acceptable as a substitute for urine alcohol testing) and drug testing. If the employee refuses to submit to the test, he/she will be subject to discipline under offense #45 of the plant disciplinary rules as if he/she had tested positive for drugs or a level of alcohol constituting intoxication (as defined by current State of Ohio law).

As a part of the medical review, a consent and drug profile questionnaire will be signed, if the employee is able to do so. This will provide the employee the opportunity to identify medications or drugs they are taking. The employee will be removed from the job for the remainder of the shift and provisions should be made to transport the employee to his/her residence via family member, friend, co-worker, or guard. The employee will report to the Human Resources Manager’s office the next regular work day for further instructions.

If the results of the test are negative, the employee will return to work in accordance with the facility’s code of disciplinary conduct. The time off will be treated as time worked.

If the results of the test are positive (i.e., if the test reveals the presence of drugs or a level of alcohol constituting intoxication), the employee will be informed and given an opportunity to explain the positive test results and counseled by the facility Medical Department or the plant Human Resources Manager regarding the possible need for rehabilitation. The employee will be given an opportunity to seek assistance through the Employee Assistance Program and if the employee accepts that assistance, there will be no discipline. If they test positive again or refuse to submit to a test, they will be terminated. The union reserves the right to negotiate this policy at the expiration of the labor agreement.

Confidentiality

As with all medical information, test results are confidential and will be kept in the medical record. They will be communicated only on a need-to-know basis to any of the following: the Human Resources Manager or his/her delegate, the Plant Manager or his/her delegate, the Corporate Medical Director, and the Union Business Agent or his/her delegate.

Employee Assistance Program

Campbell Soup Company and its subsidiaries believe that alcoholism and drug addiction are treatable diseases. The Company has made available to its employees and their family members a confidential, voluntary program that offers people the opportunity to get the assistance required for the treatment of the diseases of alcoholism and drug addiction. It is the policy of the Company that, while we offer the opportunity to receive assistance, it is the responsibility of the employee to seek the assistance. Supervisors, members of management, and union representatives are trained to recommend the Employee Assistance Program to those employees whose performance is deteriorating or who request assistance. Employee orientation is conducted on the Employee Assistance Program and how to use it. Further, the Company periodically publishes information on the Employee Assistance Program with the purpose of reminding all eligible participants of the availability of the program.

Rehabilitation

Each case as it relates to treatment will be evaluated on its individual merits. Participation in a rehabilitation program, at locations where it is covered at Company expense, under this policy will be authorized only once per person.

**PROCEDURE FOR RECORDING AND MAINTAINING
OVERTIME RECORDS FOR ALL DEPARTMENTS
EXCEPT MAINTENANCE**

1. The standard overtime record form will be used for All Departments except Maintenance. Only extra shifts of work such as on weekends will be considered as overtime opportunities for equalization purposes. Daily overtime resulting from extended shifts will not be recorded as overtime opportunities.
2. The codes to be used on overtime records are as follows:
 - W - Employee accepted overtime opportunity
 - R - Employee refused overtime opportunity
 - O - Employee was not asked
 - A - Employee was absent when overtime schedule was prepared or was scheduled for vacation the following Monday.
3. Entries will be made for each employee under each date listed on the form. Entries will consist of the appropriate code letter and cumulative total number of W's and R's to date.
4. On those occasions when all seniority employees are scheduled to work an overtime day, all employees on the list will automatically be recorded as having accepted the opportunity to work, except those on leaves of absence (including union leaves) and those scheduled for vacation.
5. Newly hired employees will be added to the overtime lists only after they acquire seniority and will be credited with the average number of overtime opportunities to date for the other employees on the list. Employees transferred or bid into department will be averaged in with all employees in that department and rounded off mathematically. For example, if the average is 2.5 and above the number charged would be three; where the average is below 2.5, the number charged would be two. Employees on leave of absence or furlough will be credited with the number of overtime opportunities they would have acquired had they been at work.
6. Effective January 1 of each year the total for the employee with the lowest number of overtime opportunities on each department's record will be changed to zero and that former total will then be subtracted from the record of each of the other employees on the list.
7. Seniority employees who wish to be considered for overtime opportunities outside the departments where they are normally assigned,

on jobs which they are qualified to perform, may register weekly in the Human Resources Department for Main Plant employees and in the V-8 cafeteria for V-8 Plant employees. Overtime assignments will not be made from this list to the exclusion of employees in the department where the overtime occurs. Employees will not be charged with overtime work performed outside the departments in which they normally work.

8. Seniority employees in the respective departments will continue to have the first opportunity to work the overtime, and employees are required to work the overtime in their "home department" if needed before they would be given consideration for overtime elsewhere. Assignment of weekend overtime will be made from the weekly overtime lists on the basis of qualifications and seniority, first within the major department where the overtime occurs and then from other major departments.

9. Overtime work opportunities for 'C' and 'D' crews will be equalized as follows: The most senior qualified employee credited with the lowest number of overtime opportunities will be contacted by phone and offered the assignment. If the opportunity is refused or the employee cannot be contacted, the next employee in line will be phoned. 'C' crew personnel will be contacted if 'D' crew has just completed their shift or is scheduled to work the next shift and vice versa.

10. Daily overtime will be offered first to the employees who have the highest seniority among those who are qualified to perform the work available. Those lowest in seniority must accept scheduled daily overtime assignments declined by more senior employees.

GUIDELINES COVERING DISTRIBUTION OF OVERTIME WORK OPPORTUNITIES - MAINTENANCE DEPARTMENT

1. A current overtime listing will be retained in the Supervisors' office and available to all hourly Maintenance Department personnel.

2. Overtime will be defined as hours worked beyond the basic work week. All overtime work opportunities will be totaled and recorded as one figure.

3. The codes to be used on the monthly overtime records are as follows:

- # - Employee accepted overtime opportunity (# - of the opportunity)
- R - Employee refused overtime opportunity
- O - Employee was not asked
- A - Employee was absent when overtime schedule was prepared
- Vac - Vacation
- ML - Medical Leave

4. Entries will be made for each employee under each date listed on the form. Entries will consist of the appropriate code letter and cumulative total number of work and refusal instances to date.

5. On those occasions when all seniority employees are scheduled to work an overtime day, all employees on the list will automatically be recorded as having accepted the opportunity to work, except those on leaves of absence (including union leaves) and those scheduled for vacation.

6. Newly hired employees will be added to the overtime lists only after they acquire seniority and will be credited with the average number of overtime work opportunities to date in the same classification on the list. Seniority employees transferred or bid into a department will be credited with the average number of overtime work opportunities recorded for the department. Employees on leave of absence or furlough of two weeks or more will be credited with the average number overtime opportunities for the department with the major department.

7. Effective January 1st of each year the total for the employee with the lowest number of overtime opportunities on each department's record will be changed to zero, and that former total will then be subtracted from the record of each of the other employees on the list. All employees will be combined regardless of rate.

8. Records of overtime work opportunities by shift will be maintained separately for the following six departments:

- a. Electricians
- b. Mechanics - upper level
- c. Mechanics - lower level
- d. Mechanics - assigned to filling and closing
- e. Mechanics - V-8 (General Maintenance)
- f. Utility Maintenance

9. Weekend overtime work opportunities will be posted on Thursday.

10. Overtime information will be posted in each department that will list employees scheduled to work and will identify probationary employees. It will be the responsibility of employees absent on the day the overtime list is posted to inform their Supervisor that they are interested in working the overtime for which probationary employees may be scheduled, and if the employees are qualified to perform the overtime work, an adjustment in the overtime list will be made.

11. The selection of the job class of maintenance personnel for overtime work opportunities will be based on the grade of work to be performed, the qualifications and availability of personnel to work the overtime, and the relative number of overtime work opportunities already charged to the employees by class/rate.

12. Members of the Maintenance Department will not be scheduled to work or charged overtime work opportunities for the Saturday or Sunday that immediately precedes their vacation period. Third shift maintenance employees can take off Saturday before vacation except shutdown weeks. Although they will be given the opportunity to work such overtime when available. If the employee chooses to work the Saturday or Sunday preceding his vacation, they will be charged with such overtime work opportunities. During shutdowns or training on other shifts for 3 weeks or less employees will only be charged opportunities that they would have received if they worked on their shift.

13. Employees on vacation are not to be charged for overtime work opportunities that they would normally be assigned, had they not been on paid vacation.

14. Employees declining an overtime work opportunity will be charged with the overtime work opportunity he would have worked.

15. The following detailed procedure for charging overtime work opportunities in the Maintenance Department that was agreed to by the parties on May 25, 1975, is reaffirmed:

a. Employees normally scheduled to work eight hours per day who work an unscheduled nine hour day (one hour at time and one-half) will be charged with 1/8 of an opportunity. Employees will not be charged for unscheduled overtime unless it is an hour or more, and then only for additional full hours of overtime. Employees working three hours of unscheduled overtime will be charged four hours or one-half an overtime opportunity (three times time and one-half = four and one-half.) In this example, the employee is only charged four hours and the one-half is dropped.

b. An employee normally scheduled to work eight hours, Monday through Friday, who is scheduled to work eight hours on Saturday, will be charged with 1 1/2 opportunities.

c. An employee who normally works eight hours Monday through Friday and eight hours on Saturday and Sunday will be charged

1½ opportunities for Saturday and two opportunities for Sunday since he is paid double time for Sunday because it is the seventh day worked in the work week.

d. Employees scheduled to work eight hours on a Company paid holiday will be charged a 1½ opportunity.

e. Third shift employees normally working 6.5 hour shifts will not be charged for any scheduled or non-scheduled overtime unless it exceeds eight hours and then in accordance with the formulas outlined in item (a) above. Third shift employees working six days per week, Monday through Saturday, will not be charged overtime opportunities unless they work a full hour or more on Saturday beyond eight hours and then in accordance with item (a) above.

f. Third shift employees scheduled to work 6.5 hours, Monday through Saturday, and who work on Sunday, will be charged with the equivalent of $\frac{2}{8}$ ($\frac{1}{4}$) of a job opportunity equal to each full hour they work on this day.

g. Daily overtime work opportunities and Saturday and Sunday work opportunities declined by the employee will be charged in accordance with the procedure outlined above.

United Food & Commercial
Workers Union Local 911

Napoleon Office
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Jefferson Stephens - President
Bill Staup - Secretary/Treasurer

NAPOLEON PLANT SAFETY POLICY

- ALL INJURIES CAN BE PREVENTED AND THIS IS OUR GOAL
- ALL EMPLOYEES MUST BE TRAINED TO WORK SAFELY
- ALL EMPLOYEES MUST WORK SAFELY
- ALL EMPLOYEES ARE RESPONSIBLE FOR PREVENTING INJURIES
- ALL OF OUR PLANT WILL BE RUN SAFELY