

Duplicate K # 286
**BAKERY, CONFECTIONERY, TOBACCO
WORKERS and GRAIN MILLERS
INTERNATIONAL UNION - AFL-CIO**



2,200 lbs

LOCAL 3

**41-07 CRESCENT STREET
LONG ISLAND CITY, N.Y 11101
(718) 784-3476**

STANDARD CONTRACT

**Effective: February 1, 1999
Expires: January 31, 2003**

LOCAL 3 JURISDICTION

Bread and Cake

*Greater New York City; Westchester County
through New York Catskill Mountain Area;
Nassau and Suffolk Counties; New Jersey*

TABLE OF CONTENTS

(Alphabetical Index Pages 54 and 55)

Article	Title	Page Number
I	Union Recognition	1
II	Employment	2
III	Discharges	3
IV	Lay-Offs	4
V	Seniority	4
VI	Wages	5
	Payment of Wages	6
	Work in Higher Classification	6
	Severance Pay	7
VII	Hours and Days of Labor	7
	Overtime Pay Rates	7
	Overtime Work	7
	Night Premium	9
	Work Schedule and Days Off	9
	Time Clock	10
VIII	Meals and Rest Time	10
IX	Safety and Sanitary Conditions	10
X	Vacations	11
XI	Holidays	13
	Paid Personal Day	13
	Paid Birthday	15
XII	Leave of Absence	15
XIII	Sick Leave	16
XIV	Pension and Health	16
XV	Laundry and Supplies	16
XVI	Baked Products for Home Use	17
XVII	Mourning Leave	17
XVIII	Plant Steward	18
XIX	Discrimination	18
XX	Union Label	18
XXI	Apprenticeship Training	19

TABLE OF CONTENTS

(Alphabetical Index Pages 54 and 55)

<i>Article</i>	<i>Title</i>	<i>Page Number</i>
XXII	Strikes and Lockouts	19
XXIII	Cooperation Between the Union and the Employer	20
XXIV	Executive Work or Management Work	20
XXV	Substance & Abuse Policy	21
XXVI	Official Visits	21
XXVII	Initiation Fees and Dues	21
XXVIII	Settlement of Controversies	22
XXIX	No Waiver	23
XXX	Promotions	23
XXXI	Individual Agreements	26
XXXII	Prior Benefits	26
XXXIII	Union Bulletin Boards	26
XXXIV	Bought Baked Goods	26
XXXV	Delivery of Products	26
XXXVI	Share the Work	27
XXXVII	Guarantee of Operation	27
XXXVIII	Cost of Living	27
XXXIX	Savings Clause	28
XL	Approval by the Union	29
XLI	Successor Clause	29
XLII	Jury Duty	29
XLIII	Duration of Contract	30
	Schedule "A" Wages	
	1999	44
	2000	45
	2001	46
	2002	47
	Schedule "B" Pay Day and Holidays	34
	Schedule "C" Local 3 Welfare Fund	35
	Section 2 International Pension Fund	39
	Standard Collective Bargaining Clause	42

**BAKERY, CONFECTIONERY, TOBACCO
WORKERS and GRAIN MILLERS
INTERNATIONAL UNION – AFL-CIO**



LOCAL 3

**41-07 CRESCENT STREET
LONG ISLAND CITY, N.Y 11101
(718) 784-3476**

**STANDARD
CONTRACT**

**Effective: February 1, 1999
Expires: January 31, 2003**

LOCAL 3 JURISDICTION

Bread and Cake

*Greater New York City; Westchester County
through New York Catskill Mountain Area;
Nassau and Suffolk Counties; New Jersey*

Agreement entered into as of the 1st day of February 1999 by and between LOCAL 3 BAKERY, CONFECTIONERY, TOBACCO AND GRAIN MILLER WORKERS INTERNATIONAL UNION, AFL-CIO, having its principal offices at 41-07 Crescent Street, Long Island City, New York 11101 (hereinafter referred to as the "Union"), and

having its principal place of business at

(hereinafter referred to as the "Employer").

In consideration of the mutual promises hereinafter set forth, the parties agree as follows:

ARTICLE I — UNION RECOGNITION

A. The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all of its employees employed in the wage classification listed in Schedule "A" attached hereto and made a part hereof, and for such other employees for whom Employer recognizes the Union as their collective bargaining representative or for whom the Union is certified as the collective bargaining representative, except for such employees as are now represented by other Unions recognized by the Union, or duly certified by law, in all of the establishments it now maintains, and the Employer agrees to bargain and negotiate solely and exclusively with the Union with the respect to all matters relating to the terms and conditions of such employment. (The words "Employee" or "Employees" used in this Agreement are intended to refer solely to the employees in the above-described bargaining unit).

In the event the Union is certified or recognized as the collective bargaining representative of employees whose classifications are not listed in Schedule "A," the Employer and the Union shall negotiate the wages to be paid said employees during the life of this Agreement. In the event the Union and the Employer fail to agree as to the wages to be paid said employees, the matter may be submitted by either party to arbitration pursuant to Section (f) of Article XXVIII of this Agreement.

Except as set forth in the last preceding paragraph, no new wage classifications shall be added to Schedule "A" or otherwise be adopted without the prior mutual agreement of the Employer and the Union.

B. Any new establishment hereafter opened in the New York Metropolitan Area and vicinity by the Employer, its subsidiaries,

or other bakeries controlled by the Employer, shall be deemed an expansion of the Employer's establishment and an accretion to the existing bargaining unit described in Paragraph "A" of this Article I, and such new establishment shall be automatically covered by the provisions of this Agreement.

ARTICLE II — EMPLOYMENT

A. The Employer recognizes the source of competent manpower available to it from the Union and that the Union can be of assistance in referring prospective employees. The Employer agrees to notify the Union employment office of job vacancies so as to afford prospective employees referred by the Union equal opportunity to fill such vacancies with those persons the Employer may obtain from other sources, and the Employer agrees not to discriminate against prospective employees referred by the Union in the filling of such vacancies.

B. The Employer shall notify the Union whenever employees are hired, giving their names, addresses, social security numbers, and the job classifications in which they shall work.

C. All employees hired after the signing of this Agreement shall, as a condition of employment, become members of the Union within thirty-one (31) calendar days from the date of the commencement of their employment and shall thereafter continue such membership during the life of this Agreement.

D. All present employees who are members of the Union shall, as a condition of employment, continue such membership for the life of this Agreement. All present employees who are not members of the Union shall, as a condition of employment, become members of the Union within thirty-one (31) calendar days after the signing of this Agreement and shall thereafter continue such membership during the life of this Agreement.

E. Employees engaged from a source other than the Union shall make application for membership in the Union as herein set forth. The Union agrees to make such membership available on the same terms and conditions generally applicable to other members.

F. The Employer shall receive seventy-two (72) hours written notice to discharge any employee for non-payment of Union dues or initiation fees. Upon the affected employee's failure to make such payment within said seventy-two (72) hours, the Employer agrees to immediately discharge said employee.

G. In the event that this Agreement is not subject to the jurisdiction of the National Labor Relations Act, as amended, or in the event that the bar of such Act against a "closed shop" is

hereafter lifted, then the parties hereto agree that this Agreement, shall be automatically deemed a "closed shop" Agreement, and in such event only members of the Union may be hired by the Employer, provided that if the Union cannot supply new employees within forty-eight (48) hours after request therefore, the Employer may hire in such instance from other sources. In such event such new employees shall immediately join the Union.

H. In Retail Shops, said new workers shall be on a trial period of thirty (30) working days in the aggregate within any 240 consecutive day period.

During trial period, the Employer shall judge the competency of the worker. After the trial period, such worker shall be considered a regular employee. However, after ten (10) days such worker shall be entitled to all of the benefits of this Agreement.

ARTICLE III — DISCHARGES

No regular employee shall be summarily discharged without the approval of the Union, except for being drunk on the job, for using or being under the influence of illegal drugs, for stealing on the job, or for brandishing a weapon on the job, for excessive absenteeism, excessive lateness, insubordination or intentional damages of company property. In the event that the Employer desires to discharge an employee for any other just cause, the Employer desires to discharge an employee for any other just cause, the Employer shall give written notice to the Union by Registered or Certified Mail, Return Receipt Requested, of its intention to discharge. If the Union disputes the propriety of the proposed discharge, the Union shall serve a written reply by Registered Mail, Return Receipt Requested within forty-eight (48) hours of receipt of the Employer's notice of intention to discharge.

The parties hereto shall meet forty-eight (48) hours after receipt of the Union's notice of intention to dispute the discharge to discuss the grievance.

If the parties do not agree, the Employer may submit the matter within forty-eight (48) hours thereafter to an arbitrator as hereinafter provided. The arbitrator shall be requested to render an expedited decision in the matter. No discharge shall take place until such decision has been rendered.

In the event the Union disputes the propriety of a summary discharge, it may submit the matter to arbitration as a fore described within ten (10) days after such discharge occurs. If the

summary discharge is determined to be without just cause, the affected employee shall be made whole for any time lost as a result of the discharge, unless the parties hereto otherwise agree.

ARTICLE IV — LAY-OFFS

The employer shall have the right to lay off workers because of a decline in business. There shall be no lay-off without seven (7) days' prior written notice to the Union by Registered or Certified Mail, Return Receipt Requested. Said notice shall contain a statement setting forth the reason for the contemplated lay-off. If said notice is not given, then the employee laid off shall receive one week's wages. At the Union's request, in the event of a temporary lay-off, the Employer will change the form of lay-off from that of a straight lay-off to a basis of division of the work among the employees. The provisions of this Article IV shall not apply to any regular employee or regular extra who has been hired for the purpose of replacing any employees away on vacation, or absent due to illness or leave of absence, provided that if the absent employee gives the Employer twenty-four (24) hours notice of intention to return, then such replacement shall be given twenty-four (24) hours notice of lay-off, and further provided that all of the employees in such replacement's job classification are back to work.

ARTICLE V — SENIORITY

A. All lay-offs and rehiring shall be on the basis of shop seniority applied to the job classifications set forth in Schedule "A" annexed hereto. Seniority within any job classification shall be computed from the date of last original hire. In case of lay-off a senior employee shall have the right to "bump" a junior employee having lower classification, provided the senior employee is qualified and able to perform the work of such junior employee. In the event the senior employee elects to "bump" such junior employee, such senior employee shall be paid the wages of the job classification which he/she is assuming, and shall work the same hours and shift of the employee when he/she has "bumped".

The qualification and ability of the senior employee to fill the job in the lower classification shall be mutually determined by the employer and the Union, and in the event of a dispute thereon, such dispute shall be subject to the arbitration procedure hereinafter provided.

In the event of an opening in the senior employee's original classification, such senior employee shall have preference to fill such opening.

The seniority principle in job classification shall also prevail with respect to scheduling vacations, days off and shifts, in which event the Union shall recognize, however, the reasonable requirements of the Employer's business operation.

When two (2) or more Employers covered by this Agreement merge their operations, the employees of the respective Employers shall all be placed on one seniority list in separate job classifications in the order of the earliest date of hire of each employee with his/her respective Employer.

B. Laid-off employees shall retain their seniority for a period of one (1) year from day of lay-off. However, if a laid-off employee does not report to work, or fails to notify the Employer of his/her inability to report to work due to a justified excuse, such as illness, etc., within seven (7) days after the Employer sends by Registered or Certified Mail, Return Receipt Requested to the Union and to the employee at his/her last known address, written notice of regular recall from the Employer, he/she shall lose his/her seniority.

Subject to the provision of sub-paragraph B above, an employee shall retain seniority only with an Employer for which he/she worked at least one (1) year and the last Employer for which he/she worked at least thirty (30) in a 240 day period in Retail Shops.

C. The Plant Steward and Shift or Department Stewards and Shop Secretaries shall enjoy preferred shop seniority with respect to all aspects of the employment relationship except where is limited by the N.L.R.B.

D. In the event an employee is elected or appointed an official of the Union, he/she shall, upon termination of his/her office, be restored to his/her position with all his/her seniority rights, as if he/she had worked continually.

ARTICLE VI — WAGES

1. All employees shall receive a one-time bonus in the amount of \$400 on or before March 29, 1999. If paid by the Employer in installments, the sum of \$500, payable as follows:

Effective March 29, 1999 - \$200

Effective June 1, 1999 - \$150

Effective August 1, 1999 - \$150

Part-time employees shall receive their bonuses on a pro-rated basis.

With respect to employees who shall have received all or any part of their bonus but whose employment by the Employer shall be terminated in 1999 before October 1, 1999, for any reason (for example, if employee quits or is properly discharged), the full amount of the bonus paid to each employee shall be returned to his or her Employer at the time of termination of employment.

2. PAY RAISES ARE AS FOLLOWS:

All full-time employees shall receive a wage increase of \$15.00 per week (part-timers, pro-rata).

Effective April 1, 2000 - \$15.00 per week

Effective April 1, 2001 - \$15.00 per week

Effective April 1, 2002 - \$15.00 per week

PAYMENTS OF WAGES

A. Wages shall be paid weekly on the same day of each week as heretofore, and only during the regular banking days falling on Monday through Thursday. Employees shall be given a weekly statement of earnings and deductions. In the event a pay day falls on a holiday, the employees shall receive their pay on the day immediately preceding the holiday, wherever possible. Each Employer shall designate, in writing, no later than thirty (30) days after the execution of this Agreement, the first and last day of the payroll week which shall be effective in his establishment for the duration of this Agreement. The Employer may change said payroll week upon giving the Union no less than thirty (30) days prior written notice of intention to do so, provided that any such change shall not work a monetary detriment upon any employee and shall not result in a withholding of employees' pay.

The Employer shall, within thirty (30) days after the execution of the Agreement, designate in Schedule "B" annexed hereto its pay day and the holidays to which the employees covered by this Agreement shall be entitled to.

WORK IN HIGHER CLASSIFICATION

B. If an employee in one classification is asked to do work in another classification which has a higher rate of pay, then he/she shall be compensated at the higher rate, and he/she shall be paid for a full day's work if employed one-half (1/2) day or more in said higher classification; if the employee works less than one-half (1/2) day in the higher classification, then he/she is to be compensated at the higher rate only for the time so employed, but in no event for less than one-half (1/2) hour, provided, however, that should an employee work two and one-half (2 1/2) days or more in said higher classification, he/she shall be compensated at the higher rate of pay for the entire work week.

SEVERANCE PAY

C. Severance pay shall be paid at the rate of one (1) week pay for every year of service after 5 years, before five (5) years 1 week only; two (2) weeks pay after ten (10) but less than fifteen (15) years of continuous employment and at the rate of three (3) weeks pay after fifteen (15) or more years of continuous employment with the Employer or his predecessor, to any employee who is permanently laid off, or to any employee who leaves his/her employment in the event the Employer moves his shop to another place located thirty-five (35) or more miles from his shop's present location.

ARTICLE VII — HOURS AND DAYS OF LABOR

A. In a Retail Shop thirty-seven and one-half (37 1/2) hours of work shall constitute the regular work week, and seven and one-half (7 1/2) consecutive hours of a scheduled shift, exclusive of the unpaid normal meal period, shall constitute the regular work day. The regular work week shall consist of five (5) regular work days which need not be consecutive. Regular employees shall be given two (2) scheduled days off in each calendar week. The scheduled shift for each employee shall not be changed during his/her regular work week, except as hereinafter provided.

OVERTIME PAY RATES

B. Except as otherwise provided herein, work in excess of said hours per day and days per week, or on the employee's scheduled day off, shall be paid at the overtime rate of time and one-half. Worked performed on the seventh (7th) consecutive working day shall be paid at double time for the first seven and one-half (7 1/2) hours, and a double time and one-half for hours worked in excess thereof. Paid holidays shall be computed as seven and one-half (7 1/2) hours work, as the case may be, for the purpose of computing overtime under this paragraph.

OVERTIME WORK

C. Overtime shall be shared among the employees in each job classification as equally as possible consistent with efficient operation.

Employees may be required to work a reasonable amount of overtime not to exceed two (2) hours per day, provided that the Employer shall give due consideration to individual employees who have notified their supervisor that they are unavailable for overtime on that day because of previous commitments or emergencies.

In case of major break-down in the Employer's shop, the employees shall work the amount of overtime that is needed to complete the days' work. If the Union determines that the

Employer is abusing the exception for emergency cases and so notifies the Employer by written notice, it is agreed that the emergency exception shall be immediately deemed null and void and of no effect.

An Employer may, within 24 hours after the actual receipt by it of such notice, demand expedited final and binding arbitration, in the manner specified below, of the issue as to the existence of such emergency, and/or whether the Employer is abusing said exception.

Such demand shall be in writing (which term includes a telegram) addressed to the arbitrator (as defined below) with a copy to the Union and shall state the issue for determination, as above set forth.

The arbitrator referred to above shall be RICHARD ADELMAN.

The jurisdiction of the arbitrator hereunder shall be limited solely to the determination of the aforesaid issues and such matters as the alleged motives of the Union for restricting overtime shall not be considered by him in reaching his decision.

The party against whom the arbitrator renders his award shall bear the full cost of the arbitration.

If Richard Adelman is not immediately available for any reason, then the arbitrator shall be a staff arbitrator designated by New York State Board of Mediation.

The arbitrator shall, by any method deemed by him to be appropriate, including telephone means, cause an immediate hearing to be held and an award to be issued within 48 hours computed from the hour of receipt by Richard Adelman (or in the case of his unavailability, within 48 hours computed from the hour of receipt by said Board) of the Employer's demand for arbitration.

The Union will appear at any hearing as directed by the arbitrator and will not by any means seek to delay the proceedings.

The arbitrator may grant either party such adjournment as he may deem advisable so long as it does not prevent him from rendering his award within 72 hours from the receipt by the employer of the notice to cease overtime. In the event of the failure of a party to appear (provided the said party has received actual notice of the arbitration), the arbitrator is nevertheless authorized to hold hearings, to take evidence and to issue an award.

Provided the Employer has requested expedited arbitration within the aforesaid 24 hour period, the Union's right to instruct the Employer's employees to cease working the overtime in question shall be suspended for 72 hours from the receipt by the Employer of the Union's original notice to cease overtime or the issuance of the Arbitrator's award hereunder whichever occurs first.

The decision of the Arbitrator shall be limited to the specific dispute in question and shall not be a basis for enjoining the Union from terminating overtime in the Employer's shop at any future date or in connection with any other dispute.

No Employer shall institute any suit or action in any Court seeking injunctive or other relief with respect to any dispute or issue arising under this Article VII, provided, however, that either an Employer or the Union may institute appropriate judicial proceedings for the enforcement of an award rendered hereunder.

In any case where the Union has terminated overtime and said termination of overtime has not been challenged by the Employer as aforesaid, or the Union's right to suspend overtime has been sustained by the Arbitrator, no overtime of any nature may be worked in said Employer's shop without prior written consent of the Union or an Arbitrator's award certifying the emergency nature of said overtime and that the Employer is no longer abusing same, which arbitrator's award may be obtained by the use of the expedited arbitration procedure provided above.

The Employer and the Union specifically waive any and all notices required under the New York Civil Practice Law and Rules.

NIGHT PREMIUM

C. Night workers shall receive the night rates consisting of regular day rates plus a premium of twenty (20¢) cents per hour. Night work rates commence on or after 6:00 P.M. and prior to 6:00 A.M. The employee shall receive the regular night rate for each hour worked in his/her scheduled shift after 6:00 P.M. and before 6:00 A.M. Employees whose scheduled shift consists of four (4) or more hours between 6:00 P.M. and 6:00 A.M. shall be paid the regular night rate for their entire regular workday and time and one-half the regular night work rates for all overtime hours worked. Employees who work overtime shall be paid time and one-half the regular night work rates for all overtime hours worked between 6:00 P.M. and 6:00 A.M.

All payments due night workers hereunder, such as, but not limited to, vacation, sick leave, severance pay, funeral leave, and holiday pay when the employee does not work on the holiday, shall include the employee's regular night rates.

WORK SCHEDULE AND DAYS OFF

D. Employees shall not be required to return to work until after at least twelve (12) hours have elapsed since their previous straight time shift; on an employee's day off until after thirty-six (36) hours; after two days off after sixty (60) hours; any time

worked prior to the said hours shall be considered overtime and paid at the overtime rate.

E. An employee's scheduled day or days off shall not be changed except by at least seven (7) days' prior notice to him/her, the Union and the Plant Steward or Assistant Plant Steward. Scheduled shift starting times shall be posted in the shop at last three (3) days before the start of the work week. The Employer may make one (1) shift change per week per employee of two (2) hours or less without giving such notice. Where unexpected circumstances occur, additional shift changes of two (2) hours or less may be made without giving such notice.

TIME CLOCK

F. The Employer shall provide a time clock in each shop for the purpose of keeping a record of daily hours worked by each employee, and notwithstanding anything to the contrary herein, no employee shall be permitted to work in any shop which fails to provide and maintain such a time clock.

ARTICLE VIII — MEALS AND REST TIME

A. The normal meal period shall commence between the third and fourth and one-half hours of work. The normal meal period shall be one-half hour.

B. Employees requested to work more than two and one-half (2 1/2) hours after the conclusion of their regular shifts shall be given a fifteen (15) minute paid rest period.

ARTICLE IX —

SAFETY AND SANITARY CONDITIONS

A. The Employer agrees to maintain safe and sanitary conditions in his shops. A shop Safety and Sanitary Committee designated by the Union shall be recognized by the Employer. In the event of a dispute between the committee and the Employer as to the proper maintenance of such conditions, the dispute shall be subject to the grievance and arbitration procedure hereinafter provided. No employee shall be required to work in the shop unless the Employer abides by the decision and findings of the Arbitrator in connection with putting the shop in a safe and sanitary condition, notwithstanding anything to the contrary herein.

B. A sanitary locker, locker room and lunch area shall be provided for the workers. Wherever possible, the lunch area

shall be separate from the locker room. The Employer shall be responsible for the maintenance of sanitary conditions, and the Employer shall have the right to make periodic inspections of the interior of the lockers in the presence of the employees, and/or Plant or Shift Steward.

C. The Employer shall supply each regular employee regular extra and part-time employee with an individual locker. All other employees shall be provided with a sanitary place to deposit their clothes. The locker shall be maintained by the Employer.

D. The Employer shall be responsible for all losses of workers clothing and shoes caused by fire, water, or flood, and for theft in those instances where the Employer fails to provide an adequate locker; such losses not to exceed One hundred (\$100) dollars, subject to proof of loss.

E. The Employer agrees to provide a readily accessible telephone in the shop for use in emergency by any employee.

(1) Near the telephone the Employer shall have a posted listing for emergency use, the telephone numbers and/or instructions on how to call for an ambulance, doctor, police, or fire department.

(2) Bakeries with only one entrance and exit from the street shall provide a screen door for summer months.

(3) The Employer shall provide soap and individual towels for daily use, to be contained in dispensers over the sink in the toilet and the sink in the bake shop, for the washing and drying of hands when required during the normal course of the day's work.

(4) A complete first-aid kit shall be on hand at all times. Size and content of kit shall depend on number of employees.

ARTICLE X — VACATIONS

A. All regular employees who have been employed by the Employer or its predecessors for one (1) or more years by May 1st in any year shall receive three (3) weeks' vacation with pay in such a year. All regular employees who have been so employed for twelve (12) or more years by May 1st in any year shall receive four (4) weeks vacation with pay in such year, all regular employees who have been employed by the Employer on July 1, of any year or its predecessors for twenty-five (25) years or more shall receive five (5) weeks vacation with pay in such year. All regular employees working less than a full year shall receive vacation pay pro-rated in accordance with the formula set forth in Paragraph "B" of this Article on the basis of three (3) weeks' pay or four (4) weeks' pay or five (5) weeks' pay, as the case may be.

B. If any regular employee shall leave the Employer's employ prior to his/her vacation time, for any reason whatsoever, he/she shall then be paid his/her accrued vacation time as if wages were due. Regular employees so leaving prior to May 1st in any year shall receive such accrued vacation pay pro-rated to the number of weeks or major fraction thereof they were in such employ counting from the preceding May 1st. In such event, an employee's accrued vacation pay shall be pro-rated on the basis of the vacation to which he/she would have been entitled to had he/she not left such employ prior to May 1st.

C. The vacation schedule shall be mutually agreed upon by the Union and the Employer. The vacation period shall be during the months of March, April, May, June, July, August, September, and October unless otherwise agreed. Upon a showing that the foregoing limitation of the vacation period shall impair the efficiency of the Employer's operation, the Union shall meet with the Employer in an effort to remedy the situation. The decision as to whether or not the vacation period shall be extended shall be within the sole discretion of the Union and not subject to arbitration. The vacation schedule shall be posted not later than February 1st. Passover may be considered as part of the vacation period. Should an employee go on vacation in March or April, the employee shall receive the vacation he/she would be entitled to on May 1st. Where the employee is entitled to four (4) weeks vacation or five (5) weeks vacation, the last week or weeks of such vacation need not be consecutive and shall be fixed by mutual consent of the parties.

D. Vacation time shall consist of consecutive days or weeks. A week as used in this Article shall mean the regular work week of five (5) days, seven (7) hours per day, thirty-five (35) hours per week, or seven and one-half (7 1/2) hours per day, thirty-seven and one-half (37 1/2) hours per week, as the case may be. An employee regularly working six (6) days per week shall be paid his/her vacation based on a 6-day-work week.

E. Vacation pay shall be based on the actual weekly rates of pay regularly paid to an employee as of the date of the employee's vacation.

F. In shop vacation time shall consist of consecutive days or weeks except that where the employee is entitled to three (3) or four (4) weeks vacation, the last week of such vacation to which he/she is entitled need not be consecutive and shall be fixed by mutual consent of the parties.

G. Vacation monies shall be payable prior to the commencement of the vacation. Vacation pay shall include night differential rates according to the employee's shift status during the four (4) week period prior to May 1st or March 1st as the case may be.

H. An employee who has been away on leave of absence shall not be entitled to vacation pay pro-rated for the period of such leave of absence.

I. Time lost up to a maximum of two (2) months in any year ending April 30th, by regular employees and regular extras, due to illness and/or injury, shall be deemed to be time worked for vacations purposes.

ARTICLE XI — HOLIDAYS

A. (1) "Retail Shop" — the holiday is intended to mean the actual day on which the holiday falls:

New Year's Day	Election Day
Washington's Birthday	Thanksgiving
Memorial Day	Christmas
July 4th	Martin Luther King, Jr. Day
Labor Day	

(2) For Thanksgiving, Christmas and New Years you must work your regularly scheduled day before and after the holiday to be entitled to the holiday pay.

(3) If the Employer's shop is closed for the observance of two (2) days for Rosh Hashanah and Yom Kippur, these three (3) days shall be substituted as paid holidays in place of Washington's Birthday, Memorial Day, and Election Day.

On or before February 1st each year of the four (4) years of the contract, the Employer shall designate in Schedule "B" whether or not he/she wishes to substitute Washington's Birthday, Memorial Day and Election Day or any of them, for one or more of the Jewish Holidays is hereinabove set forth.

A regular employee working on a paid holiday shall be paid holiday pay and time and one-half of his/her regular rate for such work. A regular employee shall not be required to work on a paid holiday but shall be paid a day's straight-time pay at his/her regular rate.

PAID PERSONAL DAY

(4) An employee who has been employed for one (1) year or more shall receive a day off with pay each year, which shall be known as a Personal Day, such days to be taken at the mutual

convenience of the employees and Employer. The Personal Day shall be pro-rated similar to "sick days."

When more than one employee applies for a personal day in the same department, the Company reserves the right to decide how many will be given the day based on operational needs. If not all who applied are permitted to go, preference will be given on the basis of who applied earlier.

C. The Holiday and overtime provisions of the agreement shall be interpreted to provide as follows:

(1) Where an employee works in a holiday week in which the holiday falls on a normal day off and no work is performed on that day:

(a) If the employee works four (4) days, the employee shall receive his/her regular week's wages.

(b) If the employee works five (5) days, the employee shall receive six and one-half (6 1/2) days' pay straight-time rates.

(c) If the employee works six (6) days, the employee shall receive eight and one-half (8 1/2) days' pay at straight-time rates.

(2) Where an employee works in a holiday week and works on the holiday:

(a) If the employee works four (4) days including the holiday, he/she shall receive five and one-half (5 1/2) days' pay at straight-time rates.

(b) If the employee works five (5) days, including the holiday, he/she shall receive seven (7) days' pay at straight time rates.

(c) If the employee works six (6) days, including the holiday, he/she shall receive nine (9) days' pay at straight-time rates.

D. In the event that the Collective Bargaining Agreement between this Employer and the Union representing the drivers of the Employer provides for any holiday not established by the Agreement between this Employer and Local No. 3 of the Bakery, Confectionery, Tobacco Workers' and Grain Millers International Union, and in the event that employees under this Agreement are laid off on that day as a result of no deliveries being made, such employees so laid off for the day shall be paid therefor at the rate of seven (7) hours, or seven and one-half (7 1/2) hours, as the case may be, at straight-time pay.

E. If a holiday falls while an employee is on vacation, such employee shall receive an additional day's pay. Employees on leave of absence shall not be entitled to holiday pay.

F. In the event that a regular employee is out of the shop due to an excusable absence during the entire holiday week and is substituted by an extra, the extra worker is to receive the holiday benefits, and if there is no such substitute the regular employee is to receive the holiday benefits. New employees who become regular employees shall be entitled to all holiday benefits retroactively for any holiday falling within their trial period.

G. If the Employer closes the shop because of a legal or religious holiday, other than those hereinbefore set forth, said holiday shall also become a paid holiday.

H. Any employee laid off within two (2) weeks prior to a paid holiday shall nevertheless be entitled to pay for said holiday.

PAID BIRTHDAY

K. Each regular employee or regular extra shall be entitled to take his/her birthday off without loss of pay. Each employee shall also receive premium pay of \$5.00 on his/her birthday. Should such employee's birthday occur on a holiday, or during his/her vacation, or on the employee's scheduled day off, he/she shall be given an extra day's pay, at the straight-time rate, for the work week in which his/her birthday occurs.

Should the employee be required to work on his/her birthday, he or she shall be given, in addition to his/her regular pay, an extra day's pay at the straight-time rate, for the work week in which his/her birthday occurs.

The Employer shall not be required to replace any employee who is absent from work pursuant to this provision nor shall any of the other provisions set forth in this Article XI and Paragraph "D" of Article VII apply.

Any employee born on February 29th of a leap year shall be considered as having February 28th as his/her birthday in all non-leap years.

ARTICLE XII — LEAVE OF ABSENCE

A. The Employer agrees that all employees employed one (1) year or more shall, after two (2) months' written notice to both the Employer and the Union, be entitled during each year of this Agreement to one (1) leave of absence, not to exceed six (6) months, provided the Union approves such leave after consultation with the Employer. Such leave shall not affect any of the seniority rights hereunder of such employee. The foregoing notice requirement shall not be applicable in the case of an emergency affecting the employee.

B. The Employer recognizes absence due to pregnancy or the performance of inactive National Guard or similar inactive

reserve duties as an excusable absence.

C. An employee on leave of absence shall not seek other employment or work at another job.

ARTICLE XIII — SICK LEAVE

A. In the event that a regular employee is absent due to illness or injury, he/she shall be entitled to one (1) day's pay for each day of such illness or injury. *The Employer's obligation under this Article shall be limited to a maximum of six (6) days of pay for illness or injury in the contract year. At the end of each contract year (January 31st) and upon termination of employment, the Employer shall pay each regular employee for all unused sick leave. In the event an employee has worked less than a full year, sick leave shall be pro-rated.*

B. ATTENDANCE BONUSES

Effective February 1, 1999, for each contract year (i.e. February 1-January 31) any employees who do not use any sick days shall receive a bonus of One Hundred twenty-five (\$125.00) dollars and any employees who use no more than three (3) sick days shall receive a bonus of Sixty-five (\$65) dollars. Attendance bonus, however, will not apply to employees who take unpaid days off. Any member who loses any day's work because they are assigned to do Union business should not lose attendance bonus.

ARTICLE XIV — PENSION AND HEALTH

All Employers who are signatory to and bound by a Collective Bargaining Agreement with Local 3 shall contribute to the Local 3 Health and Pension Funds, on behalf of its employees, for the duration of this Agreement; *continue to contribute to the Local 3 Health and Pension Funds and the Bakery and Confectionery Union and Industry International Pension Fund.*

Annexed hereto and made a part hereof is Schedule "C" which set forth the obligation of the Employer and the rights of the Union in connection with said contributions and said Fund.

ARTICLE XV — LAUNDRY AND SUPPLIES

A. Eligible employees (determined in accordance with the Employer's past practice) shall be furnished, without cost, laundry to be used on the job. Such laundry shall consist of one (1) pair of pants and three (3) shirts or dresses per week, except in the case where employees received additional laundry. For

each day on which such an employee does not receive his/her laundry as aforesaid, the Employer agrees to pay such employee a monetary penalty of Fifty (50¢) cents per day. If the Employer shall have failed to provide laundry as herein set forth (except as provided in paragraph "C" below) on three (3) successive legitimate occasions on which the Union shall have notified the Employer of his failure in writing by Registered or Certified Mail, Return Receipt Requested, then the monetary penalty for such Employer shall thereafter be One (\$1.00) dollar per day.

B. The Employer shall provide, without charge, garments for work performed outdoors during inclement weather or in refrigerated and cold storage rooms.

C. Any obligation of the Employer established by this Article shall not apply in the event that any supplier with which the Employer may have a contract to supply such laundry or other supplies shall not be able to provide the same.

In the event that the Employer does not supply employees with laundry because of a strike against said supplier, each employee shall receive Fifty (50¢) cents per day. In such event, the penalty provision contained in paragraph A of this Article shall not apply.

ARTICLE XVI — BAKED PRODUCTS FOR HOME USE

Wholesale Cake shops shall permit their employees to purchase daily for home use fresh merchandise baked on the premises not to exceed in the aggregate \$2.00 per day at the wholesale price, at a discount of 30%, provided the employee orders same in advance.

All merchandise shall be checked out in accordance with the rules of the Employer.

This applies to products baked on the premises only. Nothing purchased by company from other bakeries is applicable.

ARTICLE XVII — MOURNING LEAVE

A. It is recognized by the parties that three (3) consecutive working days may be needed by an employee to attend a funeral service in the event of the death of a sister, brother, father-in-law, and mother-in-law, and that five (5) consecutive working days may be needed in the event of the death of spouse or children,

mother or father. Should the death of a parent, spouse or child of an employee occur outside of New York State, the employee shall receive the time off as set forth above commencing from the date he/she receives notice of death to mourn provided he/she does so *within three (3) months from the date of such death.*

B. Employees' pay for Mourning Leave shall be computed on the basis as though they were at work.

C. The provision of the Mourning Leave shall not be applicable in the event the death occurs during an employee's absence from work for any reason except his/her regular days off.

ARTICLE XVIII — PLANT STEWARD

The Plant Steward, Shift and Department Stewards and the Shop Secretary shall be recognized by the Employer. Grievances shall be adjusted as provided for in Article XXVIII hereof. The Plant Steward, Shift or Department Stewards or Shop Secretary and the particular employee involved shall be paid for the time consumed in adjusting grievances during their working hours on the premises.

ARTICLE XIX — DISCRIMINATION

The Employer shall not discriminate against any employee or applicant for the employment because of his/her Union activity or on account of race, color, creed, age, nationality, or sex, with respect to any aspect of the employment relationship.

ARTICLE XX — UNION LABEL

A. The Employer shall place a Union label upon every product or container used one-half pound in weight or over. This label shall be purchased from the Union and shall be paid for by the Employer at a price to be agreed upon according to the type of the label.

B. The label and the use thereof shall be the exclusive property of the Union, and the Union may compel the Employer to cease using this label whenever this Agreement is abrogated or terminated.

C. The Employer shall have the right to designate the type of label, and the additional matter to be printed thereon.

D. The Union Shop card shall be displayed in the Employer's place of business.

E. The affixing of Union labels shall be deemed covered work hereunder, to be performed only by employees classified in the bakers' classification in the covered unit, except where such labels are printed on wrappers or containers.

ARTICLE XXI — APPRENTICESHIP TRAINING

The Employers and the Union have established a Joint Apprenticeship Training Program. Said Program is known as and operated by the Local 3 Bakery Employees and Industry Apprenticeship Training Fund and was established by an Agreement and Declaration of Trust which provides, among other things, for equal representation upon the Board of Trustees of the Trust Fund of Employer and Union representatives. Employers who employ ten (10) or more employees within the bargaining unit shall be obligated to accept at least one (1) apprentice from the Apprenticeship Training Program.

The Employer will contribute to said Apprenticeship Training Fund the sum of Two (\$2.00) dollars per month per employee, which monies shall be utilized by the Fund to carry out an Apprenticeship Training Program.

ARTICLE XXII — STRIKES AND LOCKOUTS

During the term of this Agreement, neither the Union nor the Employer shall call or cause any strikes, work stoppages, slowdowns, or lockouts. If either party shall fail to abide by the decision of the arbitrator, after receipt of such decision, under Article III and XXVIII of this Agreement, then the other party shall not be bound by this provision and the Employer shall be free to lock out and the Union shall be free to call a strike of the employees, as the case may be.

In the event that an authorized strike, work stoppage or slowdown occurs, the Union will make all reasonable efforts to terminate such strike, work stoppage or slowdown, including the making of a demand on the part of the Union that employees so engaged shall immediately return to work. In the event of such unauthorized action, the Union will immediately advise the Employer that such action is unauthorized, in which event the Employer may take such action as the Employer deems proper, including discharge, against employees engaging therein, subject to the Union's right to demand arbitration as to whether any of such employees engaged in such unauthorized action.

In consideration of the performance of the foregoing undertaking by the Union, the Union and its officials will not be liable in damages and the Employer will not bring suit against the Union or its officials in connection therewith.

If the Employer should fail to pay the wages and other payments provided for herein at the time they are due and payable, following the end of seventy-two (72) hours after sending the Employer telegraphic notice or following the end of seventy-two (72) hours after receipt by the Employer of written

notice by Certified or Registered Mail, of such failure the Union may immediately and without further notice call a strike of the employees, provided such failure has not been rectified within said seventy-two (72) hours, in addition to any other remedies available in the premises, and such strike shall be deemed not to be in breach of this Agreement, notwithstanding anything to the contrary contained in the Article.

ARTICLE XXIII — COOPERATION BETWEEN THE UNION AND THE EMPLOYER

A. To the extent permitted by law, the Employer shall not perform any work for or deliver any merchandise to baking establishments which are on strike unless the Employer had previously regularly performed work for or delivered merchandise to such establishments, but in no event shall the Employer perform additional work for or make additional deliveries in excess of that normally effectuated prior to such strike. In the event of the Employer's breach of this provision, the Union, after notice, may call a strike, notwithstanding any other provision to the contrary herein continued.

B. To the extent permitted by law, and notwithstanding any other provision to the contrary herein contained, if a dispute shall arise between the Employer and another Union, resulting in the picketing of the Employer's establishment by such other Union, the Union shall have the right to withdraw its members from work and such action on its part shall not be deemed a breach of this Agreement.

ARTICLE XXIV — EXECUTIVE WORK OR MANAGEMENT WORK

All work covered by this Agreement shall be performed strictly in accordance with the Union's security provisions set forth in this Agreement, provided that any one person having an ownership interest in the shop may engage in production work hereunder not in excess of a regular work week as defined in this Agreement without regard to the said Union security provision. In the event that two persons holding ownership positions in the shop wish to engage in work covered under this Agreement, then both such persons, at the discretion of the Union, shall be permitted to engage in such work on condition that they both become members of the Union, subject to the Union's By-Laws. Any other person in an ownership or managerial position in the shop who is not included within the foregoing exceptions shall not be permitted to work in production.

In the event the Employer breaches this provision, it shall be liable to the Union for monetary compensation as may be determined by the arbitrator designated hereunder, and/or the Union shall have the right to withdraw its members from work, notwithstanding any other provision to the contrary herein, and such action on the Union's part shall be deemed a breach of this Agreement.

ARTICLE XXV—SUBSTANCE ABUSE POLICY

The parties shall adopt a substance abuse program for employees covered by this agreement no later than 2/1/00. This program shall include a provision for drug testing where reasonable suspicion exists.

ARTICLE XXVI — OFFICIAL VISITS

At all times an officer, representative, or a committee of the Union, with proper credentials, shall have the right to visit the Employer's place of business.

ARTICLE XXVII — INITIATION FEES AND DUES

A. The Employer shall deduct from the wages of the members of the Union, now and hereafter employed by the Employer, Union dues, initiation fees, fines and assessments provided that the Employer receives from the Union a written authorization by the employee to make such deductions. This authorization shall be irrevocable for a period of more than one (1) year or beyond the termination date of the applicable Collective Bargaining Agreement, whichever occurs sooner, provided that if the employee does not revoke such written authorization within the two-week period preceding each annual anniversary date thereof, such written authorization shall be deemed to have been automatically renewed. Such monies so collected shall be turned over to the Union by the 10th day of each and every month. In the event of the Employer's failure to so turn over to the Union such collections as aforesaid, the Union shall, in addition to any legal or other remedies it may have in the premises, have the right, following the end of seventy-two (72) hours after sending the Employer telegraphic notice or following the end of seventy-two (72) hours after receipt by the Employer of written notice by Certified or Registered Mail of such failure, immediately and without further notice, provided such failure has not been rectified within seventy-two (72) hours, to withdraw its members from work and such action on its part shall not be deemed a breach of this Agreement, notwithstanding any other provision to the contrary herein.

B. Effective upon thirty (30) days notice from the Union, the Employer agrees to honor contribution deduction authorizations from its employees for BCTGM Political Action Committee. It is understood that the authorization is voluntary made by the employees and that such deduction shall be on a periodic basis as requested by the Union provided the Union submits the contribution deduction authorizations from each individual employee in the form as attached hereto.

ARTICLE XXVIII — SETTLEMENT OF CONTROVERSIES

All controversies, disputes, claims or grievances arising out of, or relating to the interpretation or application of the provisions of this Agreement, shall be settled and disposed of in the following manner and shall be handled in the order indicated, except as otherwise provided herein:

(a) Between the Union's Department or Shift Steward and the Employer's Department Head involved therein — on the job.

(b) If within twenty-four (24) hours thereafter the same cannot be satisfactorily adjusted or disposed of as indicated above, then the same shall be submitted at a conference arranged between the Plant Steward and the Plant Supervisor of the Employer on the job.

(c) If within twenty-four (24) hours thereafter the same cannot be satisfactorily adjusted or disposed of as indicated in (b) above, then the same shall be taken up at a conference arranged no later than forty-eight (48) hours thereafter at a time mutually agreeable between the Business Agent of the Union and the Personnel Manager of the Employer.

(d) If the same cannot be satisfactorily adjusted or disposed of as indicated in (c) above, then the matter may be submitted to arbitration by either the Union or the employer as provided for in (f) below at any time within one (1) month after either party notifies the other in writing sent via Registered or Certified Mail, Return Receipt Requested, of its inability to so adjust or dispose of same.

(e) In the event any controversy, dispute claim or grievance is based upon the complaint of an employee, such employee and the Plant Steward shall participate in each of the conferences set forth in (a), (b), (c), and (d) above.

(f) If the parties cannot adjust or dispose of any controversy, dispute, claim or grievance of aforesaid, or the parties mutually agree to dispense with the foregoing grievance procedure and submit to arbitration in the first instance, then the matter shall be referred within such time period as provided for above (except

as otherwise provided in Article III hereof regarding discharges) to arbitration as hereinafter set forth.

In the case of those Employers who signify in writing their desire to do so, all matters referred to arbitration shall be referred to an Impartial Chairman for decision. The parties agree that *Richard Adelman shall act as the Impartial Chairman for the duration of this Agreement.* In the case of those Employers who do not signify in writing their desire to submit arbitration matters to the Impartial Chairman designated as aforesaid, or, in the event the impartial Chairman fails, refuses or is not available to act for any reason whatsoever, the matter shall be submitted to a staff arbitrator designated by the New York State Board of Mediation for decision. The staff arbitrator, in such event, shall have the same power as the Impartial Chairman.

The decision of said Impartial Chairman shall be final and binding, except that the Impartial Chairman shall have no authority to enjoin either party from engaging in any activities, or conduct, or to compel either party (except in a matter involving discharge of any employee) to perform a specific act or to award monetary damages against the Union. In the event of application by the Employer to any court of competent jurisdiction solely for injunctive relief, and without any demand for monetary damages in connection therewith, from an alleged breach of the "No-Strike" provisions contained in Article XXII, failure to comply in the first instance with procedures of this Article XXVIII will not be interposed as a bar to such application.

Any Employer or the Union may withdraw his/her or its agreement to submit disputes to the Impartial Chairman on thirty (30) days notice, in writing, provided, however, that arbitrations pending on the effective date of said notice shall not be affected thereby. In such event disputes shall be submitted for arbitration to a staff arbitrator of the New York State Mediation Board.

ARTICLE XXIX — NO WAIVER

It is agreed that failure on the part of either of the parties hereto on any occasion to enforce any of the terms and conditions of this Agreement shall not be deemed a waiver of its right to enforce them on any future occasion.

ARTICLE XXX — PROMOTIONS

The Employer and Union recognize the desirability of giving employees in lower categories the opportunity to fill permanent vacancies in higher classifications for which they are qualified. In view of the foregoing, the following procedures will apply in filling vacancies:

In one (1) out of each three (3) posted vacancies, the following procedures will apply, unless otherwise mutually agreed to:

(1) A permanent job vacancy shall be posted for a bid for a period of not less than seventy-two (72) hours.

(2) Bidding for such job vacancy shall be limited to employees in the next lower classification. Any employee who has been promoted to a higher classification under the terms of this Article XXX shall be ineligible to bid for a new job vacancy for a period of one (1) year following the commencement of his/her trial period in his/her prior promotion.

(3) The senior employee submitting a bid shall be given an opportunity in such vacant job provided he/she has the ability and qualification to perform the required work and shall be deemed to be on an initial trial period for ten (10) days after being appointed to fill such vacancy. The Employer shall have the right to make the initial determination as to whether the employee in the first instance has the ability and qualification to be accorded such trial period and may, at any time during the ten (10) days trial period, remove such employee from the job and return him/her to his/her former job. The judgment of the Employer in this connection may be disputed by the Union through the grievance and arbitration procedure on the sole ground that the Employer was arbitrary and capricious in arriving at such determination. In the event that an arbitrator shall find in favor of the grievant in such dispute, he shall be limited in his remedy to a direction that the employee shall be entitled to a full ten (10) day trial period and shall in no event be permitted to award monetary or retroactive pay adjustment. The submission of a dispute in this connection of grievance or arbitration shall be only on the action of the Executive Board of the Union.

(4) Any employee who has completed the full ten (10) day trial period hereunder shall then be kept on the trial job for not less than an additional thirty (30) calendar days which shall be a further trial and training period. If, at the end of the additional thirty (30) day calendar period, the Employer determines that the employee is not satisfactory, he/she shall be returned to his/her former job classification and the Union shall be so advised. The Union may dispute the Employer's determination as to this move through the grievance and arbitration procedure, in which event the arbitrator shall be permitted to determine whether or not the performance of the employee shall have achieved the standard of ability and qualification as to warrant his/her being considered

a permanently promoted employee. An arbitrator, in making such determination, shall, as above set forth, only be permitted to direct the reinstatement of the employee to the higher position and such arbitrator shall not have the right to make any monetary or retroactive pay adjustment award. Any dispute as to the Employer's action at the end of the thirty (30) calendar day trial and training period herein established shall similarly be raised only by the Executive Board of the Union.

(5) A grievance may only be submitted by the Executive Board of the Union as to the Employer's action in returning the employee to his/her former job during the ten (10) day trial period nor at the end of the thirty (30) day period as referred to herein no less than thirty (30) days, nor more than sixty (60) days after the Employer has advised the Union of its action.

The rate of pay of an employee promoted under this Article shall be adjusted as follows:

(a) If retained on the job until the end of his/her initial ten (10) day trial period, the employee shall receive an adjustment of one-third (1/3) of the difference between his/her job rate and the new job rate.

(b) A further adjustment of one-third (1/3) of the difference in the rates of pay shall be made fifteen (15) days thereafter.

(c) A further adjustment to the full new job rate shall be made at the end of the thirty (30) day period referred to herein unless the employee shall have been returned to his/her former job as above set forth.

This Article shall apply to vacancies occurring in the working foreman category or assistant working foreman category. In such case, the Employer shall have the sole right to judge the competency of the employee involved. An opening created by reason of an employee's promotion shall be deemed a permanent job vacancy for the purpose of this Article XXX.

(6) The Company shall post temporary bids to fill any position where the regular employee is expected to be out one month or more. Selection will be based on seniority providing that the senior employee has the ability and qualifications to perform the job. This will be a lateral move within the classifications. The vacancy created by the temporary bids will be filled at the discretion of management. Upon return of regular employee, the bidder will return to his or her original position.

ARTICLE XXXI — INDIVIDUAL AGREEMENTS

It is expressly understood and agreed by and between the parties hereto that the employees of the Employer shall not be asked to make any individual written or verbal agreement or contract which may conflict with this Agreement or which may vary the terms of this Agreement, and any such individual Agreements, past or future, are hereby declared to be null and void and of no force and effect.

ARTICLE XXXII — PRIOR BENEFITS

If wages, or any other condition of employment, in any classification, are higher or superior to those provided in this Agreement, then such wages and conditions shall not be modified because of the terms thereof. It is intended that this Article XXXII shall also include, but not be limited to, higher or superior terms and conditions of employment contained in the prior Collective Bargaining Agreement between the parties.

ARTICLE XXXIII — UNION BULLETIN BOARDS

The Union shall have the right to place bulletin boards with lock and key provided by the Company in the shop for the purpose of posting Union notices. Only the Union notices shall be posted on such boards and such boards shall be and remain Union property at all times. A copy of this Agreement shall be posted on such a bulletin board.

ARTICLE XXXIV — BOUGHT BAKED GOODS

The Employer shall not purchase such baked goods as were normally produced during January 1971 nor shall the Employer discontinue any services performed by employees covered by this Agreement during said month to the extent that such purchase or purchases or such discontinuance of services will result in the layoff of any employee hereunder. This shall not apply to new employees employed in the production of new products or to employees engaged in services introduced by the Employer after February 1, 1971 where such production or services are thereafter discontinued.

ARTICLE XXXV — DELIVERY OF PRODUCTS

No worker covered under the provisions of this contract shall deliver baked or other goods, nor shall he/she be required to transport raw material or other products from or to the establishment.

ARTICLE XXXVI — SHARE THE WORK

In the event that a shortage of employment exists in the baking industry as a result of layoffs, the Union shall then have the right to adjust and divide the work amongst the employees in the industry. The seniority rights of any employee shall not supersede the exclusive rights of the Union to divide the work equitably among employees, anything to the contrary herein notwithstanding.

The existence of such a condition in the industry shall be promulgated and determined by the Executive Board of the Union.

In the event of such promulgation and determination, such division of work shall be applied as equitably as possible between Employers and shall not unduly interfere with the efficiency of any plant's operation.

ARTICLE XXXVII — GUARANTEE OF OPERATION

Each Employer hereby guarantees to keep his bakery or bakeries in operation a minimum of forty-eight (48) full weeks per year, except that if the Employer does not operate his bakery or bakeries for the Passover week, then in that event as to such bakery and bakeries the minimum guarantee hereinabove specified shall be forty-seven (47) weeks instead of forty-eight (48) weeks. The provisions of this paragraph shall be suspended during such period when the Employer is unable to operate due to an act of God, fire, flood, strikes, or other acts or events beyond the Employer's control or other such force majeure. Any dispute arising under or in relation to this paragraph shall be submitted to arbitration as hereinbefore provided for. This paragraph shall not apply in the event the Employer closes down his bakery or bakeries permanently and/or in the event he bona fide sells his business.

ARTICLE XXXVIII - COST OF LIVING

A. If during the second year of this Agreement, the Cost of Living as measured by the Revised Consumer Price Index for Urban Wage Earners and Clerical Workers, New York and Northeastern New Jersey, shall increase by 8%, the basic hourly wage provided for in this Agreement shall automatically be adjusted by 2%. There shall be no more than one (1) Cost-of-Living increase during the second year.

B. If during the third year of this Agreement, the Cost-of-Living shall increase by 8%, the basic hourly wage provided for in this Agreement shall automatically be adjusted by 2%. There shall be not more than one (1) Cost-of-Living increase during the third year.

C. In each the initial base for computing an increase in the Cost-of-Living shall be Consumer Price Index for Urban Wage Earners and Clerical Workers, New York and Northeastern New Jersey for the month of January of that year. It is understood that the Index for that month appears the latter part of February, should the employees receive an increase as a consequence of the Index reaching a particular figure in any month said figure shall constitute the base from which the next 2% change shall be measured.

D. In the event that a Cost-of-Living increase is implemented pursuant to either Section B or C of this Article and the Cost-of-Living shall decrease by 2% in the same year from the point in time which such increase was given, then the basic hourly wage provided for in this Agreement shall be reduced by 2% of the initial base for that year.

E. Any wage increase or decrease provided for in this section, shall automatically appear in the wages of each employee on the first payroll date after official announcement of the Consumer Price Index by the Bureau of Labor Statistics and shall remain at such level until another change required by the provisions of this section occurs. Any new wage level established by virtue of this section shall constitute the basic rate for which overtime, holiday, vacation pay and other payments under this Agreement shall be computed.

F. Notwithstanding anything to the contrary in this section, no wage rate of any employee shall be reduced, by reason of a decline in the Consumer Price Index, below the wage rate received by him/her on February 1st in any year in which decrease takes place.

ARTICLE XXXIX— SAVINGS CLAUSE

If any provision of this Agreement shall be held invalid or unlawful by any tribunal of competent jurisdiction, the remaining provision of this Agreement shall not be affected thereby, but shall remain severably valid, binding and in full force and effect.

ARTICLE XL — APPROVAL BY THE UNION

This Agreement is subject to the approval of the Executive Board of the Union and shall be accepted as binding on the part of the Union only when, pursuant to a vote of the Executive Board and a vote of ratification by the Union membership, signature of the President or Secretary-Treasurer is affixed thereto.

ARTICLE XLI — SUCCESSOR CLAUSE

A. All of the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the Union, its successors and assigns, and upon the Employer, its representatives, successors and assigns, including, but not limited to, any purchaser of the Employer's bakery or business. The Employer agrees that it will not enter into any agreement for the sale or transfer of this bakery or business, nor will it sell or otherwise transfer its bakery or business, without first (1) notifying the Union of its intention to do so, and (2) securing from the potential purchaser or transferee its agreement to assume all of the Employer's duties and obligations under this Agreement, and all of the terms and conditions thereof.

B. In the event of a bona fide sale of the Employer's bakery or business, all obligations of the Employer under this Agreement with respect to such bakery or business shall cease, except for such obligations of the Employer under this Agreement which arose prior to the effective date of such sale. It is intended, however, by this paragraph "B" that such release is not extended to the purchaser of such bakery or business, nor shall the Employer be released from his obligations under paragraph "A" of this Article to inform such purchaser of the existence of this Article and exhibit this Agreement to such purchaser.

ARTICLE XLII — JURY DUTY

Effective February 1, 1985, employees who are required to serve jury duty shall receive the difference between their regular rate of pay and the amount they receive for serving on said jury with a maximum of two (2) weeks in any calendar year.

In order to receive payment from the Employer under this provision, the employee must submit a copy of jury duty subpoena at least five (5) days before the date jury service commences and the employee must submit proof of the amount received from the government for jury service.

ARTICLE XLIII — DURATION OF CONTRACT

A. This Agreement shall be effective as of February 1, 1999 and shall expire January 31, 2003.

B. During the sixty (60) days preceding the expiration date, the Union and the Employer shall meet in order to commence negotiations for a succeeding contract.

C. If, for any reason whatsoever, negotiations are continued beyond the expiration date, then it is the understanding that this contract shall continue in full force and effect from day to day, until such time as a new contract shall have been agreed upon, or negotiations terminated by either party.

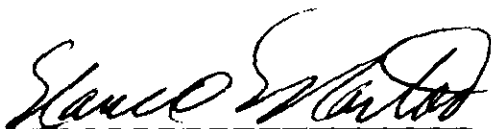
D. If a new contract is agreed upon, all of the terms and conditions thereof shall be retroactively effective to February 1, 2003.

IN WITNESS WHEREOF, the parties hereto have duly
affixed their signatures this _____

day of _____

LOCAL No. 3

BY: _____



President

EMPLOYER _____

If Individual or Partnership

EMPLOYER _____

If Corporation, sign above and indicate title below

Title

NAME OF BAKE SHOP _____

D/B/A _____

ADDRESS _____

Shop Telephone Number

**PRINT NAME OF OFFICERS
HOME ADDRESS, TELEPHONE & TITLES**

Telephone Number

Telephone Number

Telephone Number

Employer's Accountant Firm:

Name _____

Address _____

Telephone _____

Association Affiliation

Federal ID Number

Workmen's Compensation Insurance Carrier

Address _____

Telephone _____

Workmen's Compensation Policy Number

SCHEDULE "B"
PAY DAY AND HOLIDAYS

1. Circle day of week set aside as "pay day" as specified in Article VI, Paragraph C.

(Initial day circled)
MONDAY TUESDAY WEDNESDAY
THURSDAY FRIDAY
SATURDAY SUNDAY

2. Cross out three (3) of the "holidays" that do not apply in accordance to Article XII, paragraph B. (Initial cross-outs)

1999 WASHINGTON'S BIRTHDAY
MEMORIAL DAY
ELECTION DAY
TWO DAYS ROSH HASHANAH
YOM KIPPUR

2000 WASHINGTON'S BIRTHDAY
MEMORIAL DAY
ELECTION DAY
TWO DAYS OF ROSH HASHANAH
YOM KIPPUR

2001 WASHINGTON'S BIRTHDAY
MEMORIAL DAY
ELECTION DAY
TWO DAYS OF ROSH HASHANAH
YOM KIPPUR

2002 WASHINGTON'S BIRTHDAY
MEMORIAL DAY
ELECTION DAY
TWO DAYS OF ROSH HASHANAH
YOM KIPPUR

EMPLOYER _____

Signature

LOCAL 3 _____

Business Agent

SCHEDULE "C"

PENSION AND HEALTH

(Applicable to Employers who have heretofore made contributions to the BAKERY AND CONFECTIONERY WORKERS INTERNATIONAL UNION, LOCAL 3 HEALTH FUND and the BAKERY AND CONFECTIONERY UNION AND INDUSTRY INTERNATIONAL PENSION FUND).

SECTION 1. LOCAL 3 HEALTH FUND

The following shall be the Agreement between the Employer and the Local Union governing contributions to the Bakery and Confectionery Workers International Union, Local No. 3 Health Fund:

A. The Employer agrees to become a party to and hereby is bound by the Agreements and Declarations of Trust establishing the Bakery and Confectionery Workers International Union, Local No. 3 Health Fund. The Employer further agrees irrevocably to designate as its representative on the Board of Trustees of the Funds such Trustees as are named in said Agreements and Declarations of Trust as Employer Trustees, together with their successors selected in the manner provided in the said Agreements and agrees to be bound by all the action taken by the said Employer Trustees pursuant to the said Agreements and Declarations of Trust.

B. Effective February 1, 1999 until January 31, 2000, the Employer shall transmit to the Bakery and Confectionery Workers International Union, AFL-CIO, Local No. 3 Health Fund the sum of three hundred sixty-nine dollars and sixty cents (\$369.60) per month for each employee who works ten (10) days or more in a month. Nine (9) days or less will be paid on a daily rate of seventeen dollars and six cents (\$17.06) per day.

Effective February 1, 2000, the Employer shall increase the contribution to the level necessary to enable the Trustees to maintain the health benefits existing on February 1, 2000. The amount of any increase shall not exceed \$20.00 per month additional. Any requested increase shall be stated in a written, dated notice from the Trustees to the Company.

Effective February 1, 2001, the Employer shall increase the contribution to the level necessary to enable the Trustees to maintain the health benefits existing on February 1, 2001. The amount of any increase shall not exceed \$20.00 per month additional. Any requested increase shall be stated in a written, dated notice from the Trustees to the Company.

Effective February 1, 2002, the Employer shall increase the

contribution to the level necessary to enable the Trustees to maintain the health benefits existing on February 1, 2002. The amount of any increase shall not exceed \$20.00 per month additional. Any requested increase shall be stated in a written, dated notice from the Trustees to the Company.

All contributions shall be accompanied by a completed remittance report on the form furnished by the Fund.

B. 2. For the purpose of this Schedule it is understood that contributions shall be payable on behalf of employees from the first day of employment, whether said employees are permanent, temporary, or seasonal or full-time or part-time employees and regardless of whether or not they are members of the Union.

B. 3. Payments to the Fund shall be required for each day paid for including paid vacation, paid holidays and paid sick days but not payment for unused sick days.

B. 4. Upon receipt of said contribution, the Local 3 Health Fund shall transmit to the International Pension Fund the sum set forth in Paragraph 1 (a) of Section 2 of this Schedule and retain the remainder thereof as a contribution to the Health Fund.

The sums retained by the Health Fund shall be the entire contribution of the Employer made pursuant to Paragraph B-3 above.

1. Effective December 1, 1999, nine dollars and fourteen cents (\$10.52) for each day's or night's work, including paid sick days, holidays and vacations. Pension benefit level nine hundred twenty-five dollars (\$950.00). Plan A and Plan C Golden 90.

2. Effective December 1, 2000, ten dollars and ninety cents (\$10.90) for each day's or night's work, including paid sick days, holidays and vacations. Pension benefit level nine hundred seventy-five dollars (\$975.00). Plan A and Plan C Golden 90.

3. Effective December 1, 2001, eleven dollars and twenty-eight cents (\$11.28) for each day's or night's work, including paid sick days, holidays and vacations. Pension benefit level one thousand dollars (\$1000.00). Plan A and Plan C Golden 90.

4. Effective January 1, 2003, twelve dollars and twelve cents (\$12.12) for each day's or night's work, including paid sick days, holidays and vacation. Pension benefit level one thousand fifty dollars (\$1050.00).

C. All contributions payable under this Section shall be remitted by the Employer so that they will be received by the Local 3 Fund by no later than the 10th of the month next following

the month in which the employees work. It is understood that the parties intend and agree that such contributions are to be considered the same as wage payments under the law. In the event the Employer is delinquent in the payment of such contributions hereunder, the Trustees or the Union may, by written notice, require the Employer to contribute to the Fund weekly rather than monthly as hereinabove set forth. Said weekly contributions shall continue until written notice is received by the Employer from the Union or the Trustees that the Employer may resume monthly payments.

In addition to the foregoing, in the event of Employer delinquency, the Union may, following the end of seventy-two (72) hours after sending the employer telegraphic notice or following the end of seventy-two (72) hours after receipt by the employer of written notice by Certified or Registered Mail of delinquency, immediately and without further notice call a strike of the employees, provided such delinquency has not been rectified within said seventy-two (72) hours, in addition to any other remedies available in the premises, and such strike shall be deemed not to be in breach of this Agreement, notwithstanding anything to the contrary contained herein.

In the event the Employer fails promptly to pay the contributions required hereunder, the Employer shall pay such collection costs, including but not limited to court costs, reasonable attorneys' fees, and reasonable accountants' fees, as the Fund shall incur, and shall pay interest at such rate as the Trustees shall fix from time to time. Such payments, attorneys' fees, accountants' fees, interest and costs are hereby deemed to be a part of the contributions due and payable hereunder. The Employer shall also reimburse the Fund for benefits paid by the Fund in the event the Fund pays benefits to any employee when the employee is not entitled to benefits owing to the Employers' delinquency. In addition to any of the foregoing remedies, and not by way of limitation, the Employer shall be responsible and liable for any loss of benefits suffered by an employee due to the failure of the Employer to make timely contributions as required under this Schedule. The various remedies available to the Union in the event of delinquency in remitting contributions as aforesaid shall likewise be applicable to the failure of the employer to immediately pay such benefit losses upon written demand therefore sent to the Employer by Registered or Certified Mail, Return Receipt Requested.

Any right exercised hereunder by the Union shall be without prejudice, however, to the rights of the Trustees to take whatever steps they deem necessary and wish to undertake for such purposes.

D. The Employer shall make available to the said Fund any and all records of the employees hired, classifications of employ-

ees, names, social security numbers, and accounts of wages paid, that the Trustees of the said Fund may require in connection with the sound and efficient operation of the Fund. The Employer shall be required to pay a reasonable accountant's fee whenever an audit of the Employer's records is made necessary due to the Employer's gross carelessness or willful failure to forward contributions and reports to the Fund as required hereunder. The Employer's obligation to pay such accountant's fees shall be deemed the same as his obligation to make contributions hereunder and for failure to pay such accountant's fees immediately upon demand therefor, any and all of the aforesaid remedies available to the Union employees, or Fund will likewise be applicable. Any rights exercised hereunder by the Union shall be without prejudice, however, to the right of the Trustees to take whatever steps they deem necessary and wish to undertake for such purposes.

E. The Fund will be jointly administered by a Board of Trustees, on which the Union as one party, and the Employers as another party, will have equal representation.

F. All monies paid into the Health Fund will be used by the Trustees for providing the employees and their dependents welfare benefits, including, but not limited to, life insurance, accidental death and dismemberment benefits, hospitalization, surgical and medical expense, in such amounts as the Trustees in their discretion may determine from time to time.

G. It is understood and agreed that the Pension Plan referred to herein shall be such as will qualify for approval by the Internal Revenue Service of the United States Treasury Department, so as to allow the Employer the income tax deduction for the contributions paid hereunder.

H. The parties agree and represent that there is no other Agreement between them regarding Health and Pension benefits, other than this Schedule presently in effect. The parties further agree that no Agreement regarding Health and Pension benefits, other than this Schedule shall be effective during the period covered by this Collective Bargaining Agreement, except with the consent of the Board or Boards of Trustees involved.

SECTION 2. INTERNATIONAL PENSION FUND

It is hereby agreed to provide Pension and Retirement benefits as follows:

A. The Employer hereby agrees to be bound as a party by all the terms and provisions of the Agreement and Declarations of Trust dated September 11, 1955, as amended, establishing the Bakery and Confectionery Union and Industry International Pension Fund (hereinafter called the Fund) and said Agreement is made part hereof by reference.

B. The Employer agrees to make payments to the Bakery and Confectionery Union and Industry International Pension Fund for each day or portion thereof, which an employee works in such a job classification or receives pay in lieu of work (such as holiday, vacation, pro rata vacation, and severance pay), the Employer shall make a contribution as stated in paragraph c, per week for any one employee. (The stated maximum does not apply to pro rata vacation or severance pay.) and contributions shall be paid from the first day the employee begins working in a job classification covered by the Collective Bargaining Agreement between the Employer and the Union, and shall be paid on behalf of all employees in covered job classifications – there are no exceptions for employees who are not members of the Union, temporary, seasonal, or part-time employees, for leased employees or for any other type of employee. The term "employee" does not include a self-employed person, corporate officer owner, or partner, as identified in Section 1.09 of the Pension Fund Rules and Regulations for each employee working in job classifications covered by this Agreement as follows:

1. Effective December 1, 1999, ten dollars and fifty-two cents (\$10.52) for each day's or night's work, including paid sick days, holidays and vacations. Pension benefit level nine hundred fifty dollars (\$950.00). Plan A and Plan C Golden 90.

2. Effective December 1, 2000, ten dollars and ninety cents (\$10.90) for each day's or night's work, including paid sick days, holidays and vacations. Pension benefit level nine hundred seventy-five dollars (\$975.00). Plan A and Plan C Golden 90.

3. Effective December 1, 2001, eleven dollars and twenty-eight cents (\$11.28) for each day's or night's work, including paid sick days, holidays and vacations. Pension benefit level one thousand dollars (\$1000.00). Plan A and Plan C Golden 90.

4. Effective January 1, 2003, twelve dollars and twelve cents (\$12.12) for each day's or night's work, including paid sick days, holidays and vacation. Pension benefit level one thousand fifty dollars (\$1050.00).

C. It is agreed that the Pension Plan adopted by the Trustees of the said Pension Fund shall be such as will as qualify for approval by the Internal Revenue Service of the United States Treasury Department, so as to enable the Employer to treat

contributions to the Pension Fund as a deduction for income tax purposes.

D. Contributions provided for herein shall be paid monthly and shall be accompanied by a completed remittance report. Both payment and report are due on the tenth of the month following the month covered by the report. In the event the Employer fails promptly to pay amounts owed, the Employer shall pay such collection costs, including court costs and reasonable attorneys' fees, as the Pension Fund shall incur, and shall pay interest at such rate as the Trustees shall fix from time to time.

It is understood that the parties intend and agree that such contributions are to be considered the same as wage payments under the law. In the event the Employer is delinquent in the payment of such contributions hereunder, the Trustees or the Union may, by written notice, require the Employer to contribute to the Fund weekly rather than monthly as hereinabove set forth. Said weekly contributions shall continue until written notice is received by the Employer from the Union or the Trustees that the Employer may resume monthly payments.

In addition to the foregoing, in the event of Employer delinquency, the Union may, following the end of seventy-two (72) hours after sending the Employer telegraphic notice or following the end of seventy-two (72) hours after receipt by the Employer of written notice by Certified or Registered Mail of delinquency, immediately and without further notice call a strike of the employees, provided such delinquency has not been rectified within said seventy-two (72) hours, in addition to any other remedies available in the premises, and such strike shall be deemed not to be in breach of this Agreement, notwithstanding to the contrary contained herein.

Any rights exercised hereunder by the Union shall be without prejudice, however, to the rights of the Trustees to take whatever steps they deem necessary and wish to undertake for such purposes.

E. The Employer shall make available to the said Fund any and all records of the employees hired, classifications of employees, names, social security numbers, and accounts of wages paid, that the Trustees of the said Fund may require in connection with the sound and efficient operation of the Fund. The Employer shall be required to pay a reasonable accountant's fee whenever an audit of the Employer's records is made necessary due to the Employer's gross carelessness or willful failure to forward contributions hereunder and for failure to pay such accountant's fee immediately upon demand therefor, any and all of the aforesaid remedies available to the Union, employees, or Funds will likewise be applicable.

Any rights exercised hereunder by the Union shall be without prejudice, however, to the rights of the Trustees to take whatever steps they deem necessary and wish to undertake for such purposes.

F. The payments so made to the Fund shall be used by it to provide retirement benefits for eligible employees in accordance with the Pension Plan of said Fund, as determined by the Trustees of said Fund, to be applied to the eligible employees based on the amount of employer contribution.

G. Except as set forth in Section 1 of this Schedule "C," this clause encompasses the role and total Agreement between the Employer and the Union with respect to pensions or retirement.

H. This clause is subject in all respects to the provisions of the *Labor-Management Relations Act of 1947*, as amended, and to any other applicable laws.

Bakery and Confectionery Union and Industrial Pension Fund

STANDARD COLLECTIVE BARGAINING CLAUSE

It is hereby agreed to provide pension and retirement benefits as follows:

a. The Employer hereby agrees to be bound as a party by all the terms and provisions of the Agreement and Declaration of Trust dated September 11, 1955, as amended, establishing the Bakery and Confectionery Union and Industry International Pension Fund (hereinafter called the Pension Fund) and said Agreement is made part hereof by reference.

b. Commencing with the Effective Date(s) stated in Paragraph c, the Employer agrees to make payments to the Pension Fund for each employee working in job classifications covered by a Collective Bargaining Agreement between the Employer and the Union, as follows:

1. Effective December 1, 1999, ten dollars and fifty-two cents (\$10.52) for each day's or night's work, including paid sick days, holidays and vacations. Pension benefit level nine hundred fifty dollars (\$950.00). Plan A and Plan C Golden 90.

2. Effective December 1, 2000, ten dollars and ninety cents (\$10.90) for each day's or night's work, including paid sick days, holidays and vacations. Pension benefit level nine hundred seventy-five dollars (\$975.00). Plan A and Plan C Golden 90.

3. Effective December 1, 2001, eleven dollars and twenty-eight cents (\$11.28) for each day's or night's work, including paid sick days, holidays and vacations. Pension benefit level one thousand dollars (\$1000.00). Plan A and Plan C Golden 90.

4. Effective January 1, 2003, twelve dollars and twelve cents (\$12.12) for each day's or night's work, including paid sick days, holidays and vacation. Pension benefit level one thousand fifty dollars (\$1050.00).

Contributions shall be paid from the first day the employee begins working in a job classification covered, by the Collective Bargaining Agreement between the Employer and the Union, and shall be paid on behalf of all employees in covered job classifications – there are no exceptions for employees who are not members of the Union, temporary, seasonal, or part-time employees, for leased employees or for any other type of employee. The term "employee" does not include a self-employed person corporate officer, owner, or partner, as defined in Section 1.09 of the Pension Fund Rules and Regulations.

c. The payments made in accordance with (b) above shall be allocated as follows:

	Benefit Level \$950	Benefit Level \$975	Benefit Level \$1000	Benefit Level \$1050
	Effective 12/1/99	Effective 12/1/00	Effective 12/1/01	Effective 1/1/03
	Rate	Rate	Rate	Rate
Plan A	\$9.00	\$9.34	\$9.68	\$10.44
Plan C	\$1.52	\$1.56	\$1.60	\$1.68
Total	\$10.52	\$10.90	\$11.28	\$12.12

d. It is agreed that the Pension Plan adopted by the Trustees of the Pension Fund shall be such as will qualify for approval from the Internal Revenue Service of the United States Treasury Department, so as to enable the Employer to treat contributions to the Pension Fund as a deduction for income tax purposes.

e. Contributions provided for herein shall be paid monthly and shall be accompanied by a completed remittance report. Both payment and report are due on the tenth day of the month following the month covered by the report. In the event the Employer fails promptly to pay amounts owed, the Employer shall pay such collections, costs, including court costs and reasonable attorneys' fees, as the Pension Fund shall incur, and shall pay interest at such rate as the Trustees shall fix from time to time.

f. The payments so made to the Pension Fund shall be used by it to provide retirement benefits for eligible employees in accordance with the Pension Plan of said Fund, as determined by the Trustees of said Fund, to be applied to the eligible employees based on the amount of employer contribution.

g. This clause encompasses the sole and total agreement between the Employer and the Union with respect to pensions or retirement. If any other agreement between Employer and the Union (including the Collective Bargaining Agreement) contains provisions inconsistent with this clause, those inconsistent provisions shall have no force and effect with respect to the obligations and agreements set forth herein.

h. This clause is subject in all respects to the provisions of the Labor-Management Relations Act of 1947, as amended, and to any other applicable laws.

Employer

Bakery, Confectionery & Tobacco Workers

International Union Local No. 3 ("The Union")

Location*

By

By

Date

Date

*Specify location if Employer has more than one collective bargaining agreement covering employees in different operations or facilities.

A-3006-4

SCHEDULE "A" — FEBRUARY 1, 1999
RETAILSHOPS

The following shall be the minimum wage rates for a five (5) day, thirty-seven and one-half (37 1/2) hour work week, seven and one-half (7 1/2) hour day :

		<i>7 1/2 Hour Basis</i>			
<i>Classification</i>		<i>Weekly Rate</i>	<i>Daily Rate</i>	<i>Straight Hourly Rate</i>	<i>Overtime Rate</i>
First Hand	.....	\$601.34	120.27	16.04	24.06
Second Hand	.....	583.19	116.64	15.55	23.33
Porter	.....	540.40	108.08	14.41	21.62

SCHEDULE "A" — FEBRUARY 1, 2000
RETAILSHOPS

The following shall be the minimum wage rates for a five (5) day, thirty-seven and one-half (37 1/2) hour work week, seven and one-half (7 1/2) hour day :

		<i>7 1/2 Hour Basis</i>			
	<i>Classification</i>	<i>Weekly Rate</i>	<i>Daily Rate</i>	<i>Straight Hourly Rate</i>	<i>Overtime Rate</i>
First Hand	\$616.34	123.27	16.44	24.66
Second Hand	598.19	119.64	15.95	23.93
Porter	555.40	111.08	14.81	22.22

SCHEDULE "A" — FEBRUARY 1, 2001
RETAILSHOPS

The following shall be the minimum wage rates for a five (5) day, thirty-seven and one-half (37 1/2) hour work week, seven and one-half (7 1/2) hour day :

		<i>7 1/2 Hour Basis</i>			
	<i>Classification</i>	<i>Weekly Rate</i>	<i>Daily Rate</i>	<i>Straight Hourly Rate</i>	<i>Overtime Rate</i>
First Hand	\$631.34	126.27	16.84	25.26
Second Hand	613.19	122.64	16.35	24.53
Porter	570.40	114.08	15.21	22.82

**SCHEDULE "A" — FEBRUARY 1, 2002
RETAILSHOPS**

The following shall be the minimum wage rates for a five (5) day, thirty-seven and one-half (37 1/2) hour work week, seven and one-half (7 1/2) hour day :

		<i>7 1/2 Hour Basis</i>			
Classification		<i>Weekly Rate</i>	<i>Daily Rate</i>	<i>Straight Hourly Rate</i>	<i>Overtime Rate</i>
First Hand	.....	\$646.34	129.27	17.24	25.86
Second Hand	.....	628.19	125.64	16.75	25.13
Porter	.....	585.40	117.08	15.61	23.42

ALPHBETICAL INDEX

<i>Title</i>	<i>Article</i>	<i>Page Number</i>
Apprenticeship Training	XXI	19
Approval by the Union	XL	29
Baked Products for Home Use	XVI	17
Birthday	XI	15
Bought Baked Goods	XXXIV	26
Bulletin Boards	XXXIII	26
Cooperation Between the Union and the Employer	XXIII	20
Cost of Living	XXXVIII	27
Delivery of Products	XXXV	26
Discharges	III	3
Discrimination	XIX	18
Duration of Contract	XLIII	30
Employment	II	2
Executive Work or Management Work	XXIV	20
Guarantee of Operation	XXXVII	27
Holidays	XI	13
Hours and Days of Labor	VII	7
Individual Agreements	XXXI	26
Initiation Fees and Dues	XXVII	21
International Pension Fund		39
Jury Duty	XLII	29
Lay-Offs	IV	4
Laundry and Supplies	XV	16
Leave of Absence	XII	15
Meals and Rest Time	VIII	10
Mourning Leave	XVII	17
Night Premium Pay	VII	9
No Waiver	XXIX	23
Official Visits	XXVI	21
Overtime Pay Rates	VII	7
Overtime Work	VII	7
Payment of Wages	VI	6
Pension and Welfare	XIV	16
Personal Day	XI	13
Plant Steward	XVIII	18
Prior Benefits	XXXII	26
Promotions	XXX	23

ALPHBETICAL INDEX (continued)

Title	Article	Page Number
Safety and Sanitary Conditions	IX	10
Savings Clause	XXXIX	28
<u>Schedule "A"</u>		
1999		44
2000		45
2001		46
2002		47
<u>Schedule "B"</u>		
Pay Days and Holidays		34
Seniority	V	4
Settlement of Controversies	XXVIII	22
Severance Pay	VI	7
Share the Work	XXXVI	27
Sick Leave	XIII	16
Standard Collective Bargaining Clause		42
Strikes and Lockouts	XXII	19
Substance Abuse Policy	XV	21
Successor Clause	XLI	29
Time Clock	VII	10
Union Label	XX	18
Union Recognition	I	1
Vacations	X	11
Wages	VI	5
<u>Schedule "C"</u>		
Health Fund		35
International Pension Fund		39
Work in Higher Classification	VI	6
Work Schedule and Days Off	VII	9

Arbitration Administration Fee

In recognition of the costs involved by the Employers for the industry Impartial Chairman and the arbitration of disputes, any non-Associationmembers who are signatories to this Agreement (i.e. the collective bargaining agreement between the Union and the Employers for the period February 1, 1999 through January 31, 2003, shall contribute to a special fund for this purpose, in the amount of \$300 per year, to be administered by the Union to defray the Employers' share of said fees and expenses.

All other terms and conditions of the existing collective bargaining agreement between the Union and the Employers shall remain as is.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

For the Union:

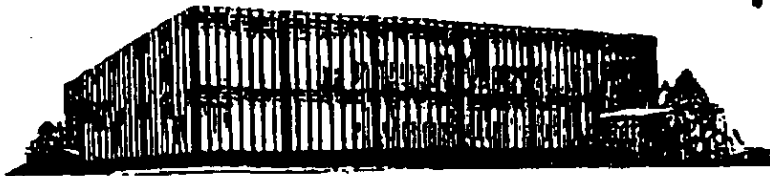
Edward E. [unclear]
David [unclear]
Herbert [unclear]

For the Employers:

[Signature]
Manfred [unclear]
Am [unclear]
Sasser & [unclear], LLP.
by: [unclear]

K# 286

Telephone:
Queens Office
Tele: (718) 784-3476
Fax: (718) 784-2927



Telephone:
Long Island Office
Tele: (631) 435-8048
Fax: (631) 435-8043

Bakery, Confectionery, Tobacco Workers and Grain Millers International Union

AFL-CIO - LOCAL NO. 3

41-07 Crescent Street, Long Island City, NY 11101

STIPULATION OF AGREEMENT

Stipulation of Agreement entered into this 1st day of February, 2003, and between Local 3 Bakery, Confectionery, Tobacco Workers and Grain Millers International Union ("Union") and the Associated Specialty Bakery Owners of Greater New York, Inc. and all Retail Standard Shops ("Employers").

TERMS:

This Agreement between the Union and the Employers that expired on January 31st, 2003, is hereby extended to January 31st, 2007, with the changes and modifications set forth herein.

WAGES:

- A. All union employees employed by February 1st, 2003, shall be entitled to receive a bonus in the sum of \$300.00 effective with the payroll date of April 15th, 2003. If employer fails to make full payment of this bonus on the due date of April 15th, the amount of the bonus increases to \$500.00.
- B. Wages existing as of February 1st, 2003, remain in effect. Effective April 15th, 2004, all wage rates increase by \$10.00 per week.
- C. All union employees employed by August 1st, 2004, shall be entitled to receive a bonus in the sum of \$300.00 effective with the payroll date of April 15th, 2005. If employer fails to make full payment of this bonus on the due date of April 15th, the amount of the bonus increases to \$500.00.
- D. Effective April 15th, 2006, wage rates further increase by \$15.00 per week.

If an employee who has received a bonus is discharged with cause or leaves voluntarily by October 1st next following the payment of a bonus, the bonus

shall be returned in full and the Employer may retain the amount of the refund from the final wage payment.

PENSION:

- A. Effective December 31st, 2004, the Employers contribution to the International Pension Fund shall be increased by an amount per day per employee, sufficient to increase the monthly pension by \$25.00 for a benefit level of \$1,075.
- B. Effective December 31st, 2005, the Employers contribution to the International Pension Fund shall be increased by an amount per day per employee, sufficient to increase the monthly pension by \$25.00 for a benefit level of \$1,100.
- C. Effective December 31st, 2006, the Employers contribution to the International Pension Fund shall be increased by an amount per day per employee, sufficient to increase the monthly pension by \$25.00 for a benefit level of \$1,125.00

WELFARE:

- A. Effective April 1st, 2003, the level of Maintenance of Benefits is to be increased by \$10.00 for a total payment of \$400.00 per worker. An M.O.B. will take effect every April 1st for the life of the contract.
- B. There will be an increase for the co-pay of prescriptions for a total of \$5.00 per prescription.

VACATION - NEW HIRES:

For all new hires after February 1st, 2003 the following is the vacation schedule:

- 1 week after one year of employment;
- 2 weeks after two years of employment;
- 3 weeks after five years of employment.

For the purpose of computing years of employment credit will be given for service with another Local 3 shop when the employee has been hired directly from a Local 3 shop.

All other terms and conditions of the existing collective bargaining agreement between the Union and the Employers shall remain as is.

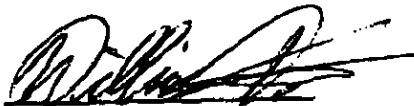
IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

For The Union:



Narciso Martas
President

For the Association:



William Fehn
President

For the Employer:

President/Owner

Counsel for the Association:



David Harrison
Attorney at Law