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**BAKERY, CONFECTIONERY, TOBACCO WORKERS
AND GRAIN MILLERS' INTERNATIONAL UNION, AFL-CIO**

LOCAL NO. 3

41-07 Crescent Street
Long Island City, New York 11101
718/784-3476

**COLLECTIVE BARGAINING AGREEMENT
WITH**

ENTENMANN'S INC.

1724 Fifth Avenue
Bay Shore, New York 11706
516/435-8048

**EFFECTIVE MAY 10, 2003
EXPIRES MAY 9, 2008**

46 pages

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ENTENMANN'S BAKERY
AGREEMENT

AGREEMENT made and entered into as of this 10th day of May, 2003 by and between ENTENMANN's INC. at 1724 Fifth Avenue, Bay Shore, Long Island, New York (hereinafter referred to as the Employer or the Company), and LOCAL 3, BAKERY, CONFECTIONERY AND TOBACCO WORKERS UNION, AFL-CIO at 41-07 Crescent Street, Long Island City, New York (hereinafter referred to as the Union).

It is agreed that the joint purpose of this Agreement is to secure industrial peace and efficiency, enabling the Company and the employees to provide a safe and harmonious working environment. The parties to this Agreement recognize that without mutual understanding, harmony, and cooperation among employees, and between employees and employer, it is impossible to operate a bakery business with the economy and efficiency indispensable to its very existence. We recognize that it is mutually advantageous to work together to maintain high standards of living, safe, healthful working conditions, high quality of products, and to promote economic and efficient operation in order that our service to the consumer will enable the business of the Company and the employees to prosper. We further agree to cooperate to the fullest extent in obtaining the aforementioned results.

ARTICLE I - UNION RECOGNITION

(A) The Employer recognizes the Union as sole Collective Bargaining Agent for its employees, except as herein otherwise mentioned, with respect to wages, hours and conditions of employment. This Agreement shall apply to any new establishment opened or acquired by the Employer in the States of New York, New Jersey and Connecticut.

(B) The Union shall be the sole Collective Bargaining Agent for the employees engaged in the production department, consisting of sales clerks, plant maintenance, garage maintenance, mechanics, inventory clerks, packers, wrappers, checkers, icers, porters, helpers, bench-hands, scalers, oven operators, bakers and all other employees performing similar functions, employed by the Employer.

(C) The following classes of employees shall be considered exempt: executives, supervisors (including non-working forepersons), office and clerical employees, sales employees, guards and all other employees performing similar functions.

ARTICLE II - UNION SECURITY AND CHECKOFF

(A) All present employees who are members of the Union shall, as a condition of employment, continue their membership for the life of this Agreement. All employees who are not now members of the Union shall, as a condition of employment, become members within thirty-one (31) days after signing of this Agreement.

(B) All new employees shall, as a condition of employment, become members of the Union thirty-one (31) days from the date of the commencement of their employment and shall thereafter continue their membership during the life of this Agreement.

(C) The Company, after receipt of written authorization from each individual employee in the form as attached hereto, shall deduct dues and/or initiation fees from each individual employees pay due to him or her on the second (2nd) pay day of each month, and shall remit the amount so deducted to the Union at the Union address within fifteen (15) days after such deduction is made. The Company agrees to forward the full name and address of all present employees covered by this Agreement, as well as that of newly hired employees, employees who are laid-off, on leave of absence or whose employment has been terminated for any reason whatever. The Company shall also furnish the Union and Shop Chairperson a list of new hires and terminations at the end of each month. Such lists shall include the classification of those hired or terminated.

(D) 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 voluntarily 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.

(E) If the prohibition against the closed shop is lifted by Act of Congress or by decision of the Courts, the parties agree to reinstate closed shop clause in the Agreement.

ARTICLE III - HIRING

(A) The Employer recognizes that the Union maintains an employment office, and will notify said office of vacancies. The Employer further agrees not to discriminate against applicants referred to it by said Union employment office.

(B) In hiring help in the open market the Employer will notify the Union and the Shop Chairperson, or, if the latter is not available, a member of the Shop Committee. Neither the Employer nor the Union will discriminate against applicants because of membership or non-membership in the Union.

(C) If the Employer desires to engage temporary employees, it shall notify the Union that is only temporary employment that is being offered. In no case shall the temporary workers be permitted to work as such longer than three (3) months.

(D) (1) Part-time employees shall receive pro-rata benefits for holidays and sick, personal and mourning leave based on the average number of days worked in the preceding eight (8) weeks, and pro-rata vacation benefits based on the average number of hours worked per week in the prior vacation year. Part-time employees who become full-time employees will be credited with three (3) months seniority for each 400 hours of pay and will be assigned an adjusted date of employment. Full-time employees who are excessed to part-time, then become full-time again, will be credited for all hours worked.

(2) The number of part-time employees shall be capped daily at five percent (5%) of the total full-time plant employees in BCTGM Local #3 with the exception of Sanitation Department which will have a cap of thirty-five (35) employees. The caps can be exceeded in periods of excessive absenteeism or new product testing in which circumstances the matter will be discussed with the Shop Committee. Full-time employees shall not be deprived of overtime. The 5% cap does not apply to days before and after holidays plus Saturday and Sunday.

A list showing names of part-time employees engaged for the previous week is to be given to the Shop Committee. This list should include the days, hours, and departments in which the part-time employee was utilized.

(3) Part-time employees shall have the right to bid for full-time entry-level positions, but only after all full-time employees have had an opportunity to do so. The part-timers seniority for purposes of such bidding will be determined by the formula set forth in Subparagraph (D) (1).

ARTICLE IV - TRIAL PERIOD

(A) In order to determine the ability of any new employee, the Employer shall be granted a trial period of one hundred and twenty (120) calendar days for all full-time employees. The trial period for part-time employees shall be one hundred and twenty (120) calendar days. During the trial period above-named, the Employer may discharge the newly hired employee if not suitable. After the trial period, the employee takes on the status of a permanent employee and shall not be discharged except as hereinafter provided.

(B) All full-time employees after 90 calendar days of the 120 calendar day trial period, and all part-time employees after completion of the trial period, shall be entitled to all benefits of this Agreement.

ARTICLE V - DISCIPLINE AND DISCHARGE

- (A) The Employer agrees that it will not suspend, discharge or take any disciplinary action against any permanent employee except for just cause. A Union representative shall be notified prior to the suspension or firing of any permanent employee. If the Union believes that such an employee has been disciplined, suspended or discharged without just cause, a representative of the Union shall attempt to make an adjustment with the Employer as hereinafter provided.
- (B) Disciplinary letters shall be removed and be of no force or effect after the eighteenth month following the date of occurrence.

NOTE: See Article VII, paragraph (D) regarding arbitration procedure under this article.

ARTICLE VI - SETTLEMENT OF CONTROVERSIES

- (A) The Employer agrees that it will permit a duly authorized representative of the Union to gain admission to the bakery at all times, for the purpose of discussing Union business with the Shop Committee.
- (B) There shall be no more than four (4) persons elected on the Shop Committee and no more than one delegate per Seniority Unit per shift. Delegates may discuss grievances with supervision during work hours, provided there is no interference with orderly production. Each of the four elected Shop Committee persons will be relieved from his or her duties during working hours when it is necessary to resolve grievances within the shop upon notification by him or her to his or her supervisor. No more than one Committee person will be relieved in such a manner to investigate the same grievance at the same time.
- (C) For the purpose of discussing grievances with local management, a Grievance Committee composed of the elected Shop Committee members of no more than four (4) persons shall be designated with substitutions permitted.

(D) 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:

(1) Between the Union's Seniority Unit or Shift Delegate and the Employer's Department Head or Supervisor involved therein on the job.

(2) 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 in writing at a conference arranged between the Shop Chairperson and the Production Manager, or Agency Manager, or a designated representative of the Employer, on the job.

(3) If within twenty-four (24) hours thereafter the same cannot be satisfactorily adjusted or disposed of as indicated in (2) above, then the same shall be submitted in writing 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 and Plant Manager of the Employer. The Grievance Committee and the employee, upon whose complaint the matter is being discussed, may participate in such conference.

(4) If the same cannot be satisfactorily adjusted or disposed of as indicated in (3) above, then the matter may be submitted to arbitration by either the Union or the Employer as provided below at any time within one 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) The Employer shall fully compensate for time lost to any of its employees engaged in the handling of shop grievances, complaints or disputes.

ARTICLE VII - ARBITRATION

(A) If a matter is not satisfactorily resolved pursuant to Article VI, the matter may be referred to Arbitration before the American Arbitration Association (AAA). Prior to any such referral, however, the parties or their attorneys shall consult to determine whether or not the matter to be arbitrated should be submitted to arbitration before selecting an arbitrator from the panel submitted by the American Arbitration Association. The parties agree to expedite and promptly resolve matters submitted to arbitration.

(B) The award of the Arbitrator shall be final and binding on the parties hereto and judgment on any award may be entered in any court of competent jurisdiction.

(C) Should either party fail to appear before the Arbitrator in any matter submitted for arbitration as herein provided, the Arbitrator may proceed with the hearing, and render a decision upon the testimony and evidence presented, which decision shall be binding and shall have the same force and effect as if both parties were present.

(D) Effective May 10, 1998, the parties will utilize the American Arbitration Association's Streamlined Labor Arbitration Rules on all disciplinary and discharge cases that take place

ARTICLE VIII - STRIKES AND LOCKOUTS

(A) As long as the Employer complies with the written decisions of the Arbitrator, after receipt of such decisions, there shall be no strike, boycott, interruption of work, stoppage or temporary walk-out engaged in by the Union or the employees against the Employer; and as long as the Union complies with the written decisions of the Arbitrator, after receipt of such decisions, there shall be no lock-out by the Employer against the Union or the employees.

(B) This Agreement shall not be considered breached because of the failure or refusal of members of the Union or employees of the Employer to pass through a picket line. The Union cannot guarantee that its members, or employees of the Employer, will pass through a picket line and the Union and its members shall only be considered responsible for performance of work without molestation or interference, and if they are not endangered by physical violence or threats thereof.

(C) To the extent permitted by law, the Employer agrees not to supply baking products or supplies to any baking company in which a strike or lockout is in progress.

(D) The Union agrees that it shall require its members to comply with all the terms of this Agreement and all Federal, State and Local laws governing bakeries.

ARTICLE IX - MANAGEMENT RIGHTS

(A) The Union recognizes the right of the Employer to manage its operation, including the right to direct the work force, to establish reasonable plant (or office) rules and regulations, to utilize fully its work force, tools and equipment, to maintain employee discipline and production efficiency, and to determine the means, methods, processes, materials, procedures and schedules of production.

(B) The Employer's exercise of its rights to manage shall not be inconsistent with any of the provisions of this Agreement nor shall they be used to discriminate against any member of the Union. This clause is subject to the grievance and arbitration provisions of this Agreement.

(C) (1) The Company will not subcontract work customarily performed by bargaining unit employees provided, however, that the Company has the right to have said work performed by others who are not members of the bargaining unit when employees in the unit are not available, do not have the necessary skill, experience or expertise, or cannot perform the work in the time as established by the Company; if the work involves the installation, repair, or maintenance of machinery or equipment as to which a guaranty or warranty exists provided the work is performed by the vendor and relates specifically to the terms of the guaranty or warranty with the vendor, and in the case of training, research and development and emergencies.

(2) If there are insufficient qualified persons in the seniority unit to perform the work required, the Company shall look, in order of priority, to

- (i) other qualified bargaining unit employees outside the seniority unit;
- (ii) excess qualified bargaining unit employees, to be rehired to perform the work;
- (iii) the Union, for qualified union members to be hired to perform the work; and then
- (iv) outside persons to be hired into the bargaining unit to perform the work.

(3) The Company shall give the Shop Chairperson, or other person designated by the Union, seventy-two (72) hours advance written notice before any subcontractors perform work. Such notice shall include:

- (i) the name of the subcontractor,
- (ii) the type of job to be performed,
- (iii) the starting date of the work to be performed.
- (iv) the number of subcontractor's employees involved, and
- (v) the reason for the subcontracting.

- (vi) The Company will show the Union representative appropriate purchase order information upon request.

Emergency circumstances may be considered in determining whether or not the Company has failed to give timely notice under this Subparagraph.

(D) (1) Effective May 3, 1992 and thereafter, the parties recognize that in order for the Bay Shore plant to enhance its efficiency and competitive standing with other company locations, production will be transferred between plants from time to time. The Company will endeavor to minimize the impact on the bargaining unit on any such work transfer from Bay Shore, including transfer of work into Bay Shore. A two-week advance verbal notice will be provided to the Union regarding a transfer of production taking place in time of decline of business, except in case of emergency.

(2) Any employee(s) directly affected as a result of a work transfer shall be excessed and assimilated into the existing bakery workforce.

ARTICLE X - SENIORITY, BIDDING AND EXCESSING

A. SENIORITY

(1) The Employer agrees to apply the rules of seniority for all employees in a reasonable and equal way, wherever applicable.

(2) The parties recognize that obligations exist pursuant to the AMERICANS WITH DISABILITIES ACT to employ and, in some cases, to accommodate, disabled persons. The parties further acknowledge that the Company may take whatever action is necessary to comply with the provisions of that Act and that nothing in this agreement is intended to interfere with, or impede, the Company in meeting these obligations.

(3) Each vacancy shall be posted by the Company as soon as possible but not later than the third day following the occurrence of the vacancy. All job bids will be posted for seven (7) calendar days. Vacancies in the plant shall be posted on bulletin boards in the plant. Vacancies in the depots or the Bay Shore Thrift Store shall be posted, where applicable, at all depots, in the garage and at the Bay Shore Thrift Store. Any employee who has not accepted a bid within the prior six (6) months shall be eligible to bid for any posted vacancy. Employees who win a bid must accept a one (1) week trial period or be unable to bid again for one (1) month. Each vacancy shall be filled in accordance with the following procedure:

- (a) The seniority units are set forth in Schedule B of this Agreement.

(b) In all seniority units, except garage, maintenance and thrift store, the employee with the most seniority within the seniority unit to which the vacancy belongs, if qualified as determined by the Company, shall be granted a two-week trial period.

(c) Seniority shall be based on date of employment.

(d) It is presumed that employees in the same classification within the seniority unit are qualified and no trial period is required (unless an employee bidding to a different shift requests a trial period that may last only up to two (2) weeks). If no one within the seniority unit bids for the position or is qualified for the position, then employees outside the seniority unit will be granted a trial period, if qualified as determined by the Company, on the basis of date of employment. If no employee bids or is qualified for said position, the Company may hire new employees.

(e) Only three (3) bids shall be posted for a position open in the classifications of general helper, packer, sanitor, and inventory clerk.

(4) If an employee is elected or appointed an official of the Union, he or she shall, upon termination of office, be restored to his or her position with all seniority rights as if he or she had worked continuously. The least senior employee in each of the classifications within the seniority unit to which the Union official belongs shall be considered on temporary bid and shall be returned to his or her former classification upon the return of the elected or appointed official.

B. BIDDING

(1) (a) In the garage and maintenance seniority units, employees in the classification of Mechanic 2nd/Class advance and are promoted on the basis of their individual ability.

(b) Within these seniority units, there shall be bids for foreperson on the basis of seniority within the seniority unit, and for hours on the basis of seniority within the seniority unit.

(c) Also, within these seniority units there shall be bids for the positions of Mechanic and Inventory Clerk, and such positions shall be posted first within the Garage or Maintenance seniority units, whichever may be applicable, and then the plant, on the basis of plant-wide seniority and qualification to perform the work as determined by the Company.

(d) On occasion, the Company may require additional first-class persons, and such positions shall be posted for bid, first within the garage and overall maintenance seniority units and then the plant, on the basis of plant-wide seniority and qualification to perform the work as determined by the Company; however,

employees within the specific seniority unit containing said positions shall not be eligible to bid.

(e) A two week trial period shall be required for all bids except for bids for hours.

(f) If no employee bids or is qualified for said position, the Company may hire new employees.

(2) The Company will attempt to assign the successful bidding employee who is awarded and who accepts the bid to the vacant position as soon as practicable, but not to exceed fourteen (14) calendar days from the date of the announced award. Labor Cost Analyst will inform the Shop Steward when a bid winner will not be moved within fourteen (14) days of the award of a bid. If beyond fourteen (14) days, the Company shall pay the employee the rate of the new position.

(3) In the Garage and Maintenance seniority units, if a Mechanic 2nd/Class has not been promoted to the next higher classification within six (6) months of hire or last promotion, whichever is later, he/she shall receive a copy of his/her performance review.

(4) For bids in the thrift store seniority unit, the employee with the most seniority within the depot to which the vacancy belongs, if qualified as determined by the Company, shall be granted a two-week trial period. Lateral transfers by employees in the thrift store seniority unit shall not be subject to any trial period. Seniority shall be based on date of employment. Employees who work in depots shall be eligible to bid for all posted positions at the depots; however, the Company reserves the right to determine, except for lateral transfers, whether the individual shall be granted the trial period.

(5) When the Company opens a new depot, all positions shall be posted at all depots and at the plant. Such positions shall be filled first from the thrift store seniority unit. Only if vacancies still exist will plant employees be considered in accordance with Paragraph (B) of this Article.

(6) During the trial period, the employees shall be paid the rate of the job to which promoted.

(7) New Employees shall not be hired for positions higher than entry positions in any seniority unit, other than garage and maintenance, until the employees presently employed have had an opportunity to bid for such positions, except when the Company is setting up new or additional lines of production. In such cases the Company may hire new employees in the ratio of one new employee for each three permanent employees in the classifications of Benchperson and 1st Class

Mechanics providing such employees' skills are greater than those presently employed who may be in line for promotion to such jobs.

(8) If an employee is absent on a line, crew or shift, the senior employee on said line, crew or shift in the next lower classification within the seniority unit shall be given preference if the vacancy is filled. If an employee is needed to fill such a vacancy, the junior employee from the next lowest classification shall be required to fill the vacancy.

(9) An employee who is absent because of extended sickness, disability or leave is to be replaced by an employee on a temporary bid and any other jobs affected shall also be replaced by employees on temporary bids. The regular bidding process shall apply; however, employees on temporary bids may bid for permanent vacancies.

(10) If the Company establishes temporary positions, said positions shall be filled on a temporary bid and other jobs affected shall be filled by employees on temporary bids. The regular bidding process shall apply; however, employees on temporary bids may bid for permanent vacancies. After six (6) months, temporary positions shall become permanent and shall be posted for bid under the regular bidding process.

C. EXCESSING

(1) An individual in a position being excessed will replace the most junior person in his/her classification, shift and seniority unit, excluding depots.

(2) The junior person thus excessed will fill by seniority any open position equal to his/her classification, on his/her shift and in his/her seniority unit. If there is no such position, he/she will replace the most junior person in his/her classification within the seniority unit on a one move basis.

(3) The junior person thus excessed will fill by seniority any open position within the seniority unit below his/her classification, if qualified therefor. If there is no such position, he/she will replace the most junior employee in the lowest classification within the seniority unit.

(4) The most junior employee thus displaced will be transferred to any open position at a level equal to or below the position vacated.

(5) Should there be no position available for the most junior employee being displaced, a layoff shall be effected in which event the most junior employee in the plant will be the first to leave, by strict seniority. The first to go, however, will be part-time employees since these employees have seniority only among themselves.

Employees replacing junior employees must, however, have the qualifications to do the given job.

(6) If a new seniority unit is created, jobs therein will be bid, rather than placing red-circled people in these positions.

(7) If a seniority unit is eliminated, employees therefrom will be placed in any available positions.

(8) An individual excessed into a position out of his/her seniority unit shall carry his/her seniority into the new seniority unit. Seniority shall be based on the adjusted date of hire (seniority date). Excessed employees will not be subject to a trial period.

(9) Thirty days after the completion of a planned, phased excess, the parties will meet to discuss the most equitable way of dealing with special situations, giving considerations to the seniority principle, wherever applicable.

(10) Employees laid off will be recalled in seniority order for a period of nine (9) months. An employee who refuses to accept a position when called will lose his/her recall rights.

(11) For excessing in depots:

(a) A full-time person in a position being excessed will replace the most junior full-time person in his/her classification in his/her seniority unit on a one move basis.

(b) The most junior full-time person excessed will replace the most junior person in the lowest classification, if qualified, within his/her seniority unit.

(c) The most junior full-time person thus displaced has the right to fill any open position at a level equal to or below the position vacated, if qualified, at any other depot or in the plant.

(d) Should there be no open position available at the other depots for the most junior full-time person displaced, then he/she can replace the most junior full-time person in the plant, if qualified.

(e) The most junior person being replaced in the plant will be laid off. However, the laid off person can replace the most junior part-time person; the most junior part-time person will then be laid off.

(f) Employees laid off will be recalled in seniority order for a period of nine (9) months. An employee who refuses to accept a position when called will lose his/her recall rights.

(g) For employees in sales depots, the term "Seniority Unit", for excessing only, will refer to that respective sales depot.

(12) Employees excused to another department will retain their seniority based on their adjusted date of hire (seniority date).

NOTE: Shifts for the Production Departments for excessing purposes only will be defined as having starting times within the following:

Night Shift 8:00 P.M. - 3:59 A.M.
Day Shift 4:00 A.M. - 11:59 A.M.
Afternoon 12:00 Noon - 7:59 P.M.

ARTICLE XI - HOURS OF WORK AND OVERTIME

(A) The regular work week shall be forty (40) hours, eight (8) hours per day, five (5) days per week. In addition, each employee shall receive a half-hour (1/2) lunch period. The lunch period shall commence between three and a half (3-1/2) and four and a half (4-1/2) hours following the employee's starting time and shall not be included in the regular working hours. Employees must use their I.D. cards to enter plant facility and to swipe time clocks, as appropriate.

(B) (1) Each employee shall be granted a Relief Period as close as possible to the end of the completion of the second (2nd) hour of work before lunch and the completion of the 2nd hour of work after lunch. The extent of such relief will be fifteen (15) minutes from work station and back again.

(2) Employees required to work nine (9) hours or more, shall receive an additional fifteen (15) minutes relief period as close as possible to the completion of the eighth (8th) hour of work.

(3) Such rest periods shall be included in the time worked and paid for.

(C) Each employee who reports for work on any day is guaranteed eight (8) hours pay for that day. A jobber is guaranteed eight (8) hours pay for any given day.

(D) Overtime at the rate of time and one-half shall be paid for

(1) All time worked over eight (8) hours in any one day for forty (40) hours in any one work week;

(2) All time worked from 6:00 P.M. on Thanksgiving Eve, Christmas Eve, and New Year's Eve through 6:00 P.M. on Thanksgiving Day, Christmas Day, and New Year's Day, respectively;

(3) All time worked on an employee's day off;

(4) All time worked on the 6th and/or 7th day in any one work week.

(E) Overtime will be distributed as equally as practicable among the employees involved, such distribution to be the subject of discussion and agreement between the Employer and the Union.

(F) (1) It is requested by Management and the Union that the employees work reasonable overtime provided they receive four (4) hours notice in advance of the commencement of such overtime and also be informed of the amount of overtime that will be needed. Employees requested to work overtime within the four (4) hour notification period, may decline such work if it is outside the employee's seniority unit, including overtime for the sixth (6th) day of work. After such notice has been given, the employee shall be guaranteed either the said amount of overtime or pay for such amount of time at the overtime rate.

(2) An employee shall not be obligated to work any overtime if (a) Management has not given notice as outlined in this subsection (F), (b) the employee has a previously scheduled medical or dental appointment, or (c) an emergency affecting the employee has arisen during working hours. It is understood that work in progress will continue until finished, up to twenty (20) minutes duration only if the Employer has not complied with the notice requirement hereof. However, this provision shall not be used to avoid the notice requirement hereof. An employee who agrees to work additional overtime shall not be discouraged from so doing by any other employee.

(G) (1) Production employees returning to work within twelve (12) hours of their quitting time and under no other circumstances will be paid double time. Double time will be paid to production employees even if they report to work within twelve (12) hours of their quitting time for scheduled straight time or for scheduled overtime.

(2) Only those hours worked within the twelve (12) hour short rest period will receive double time.

(3) The above shall apply to production employees and not to Garage and Maintenance employees. Employees in these departments will be governed by the Company practice applicable to them.

(4) All time taken from the rest period shall be counted as part of the employee's regular eight (8) hour workday, for purposes of computing overtime.

(H) (1) Employees answering emergency calls shall be guaranteed three (3) hours pay at time and one-half from the time the employee clocks in, plus one (1) hour of travel time, also to be paid at time and one-half. However, employees called in less than three (3) hours before their scheduled starting time will be paid time and one-half only for the time worked up to their scheduled starting time. Such

employees shall also be paid time and one-half for all hours worked that day in excess of eight (8) hours.

(2) In the event of a plant shutdown due to major storms or other acts of God, any employee reporting for work as scheduled will be guaranteed eight (8) hours work or eight (8) hours pay as determined by the Company. Employees who elect to absent themselves will have the choice of using (or not using) a sick day.

(I) There shall be no pyramiding of overtime. However, if an employee is entitled to premium pay under two or more provisions of this Agreement (excluding night differential), pay shall be at the highest premium allowed.

(J) One (1) week's advance notice shall be given to each employee of a change in his or her shift or day off.

(K) An employee may be required to start one (1) hour earlier or one (1) hour later than his/her scheduled starting time, except where there is a change of schedule preceded by the notice required by subparagraph (J) above.

ARTICLE XII - NIGHT SHIFT DIFFERENTIAL

(A) The Employer agrees to pay all employees who work one-half (1/2) hour or more between the hours of 6:00 P.M. and 6:00 AM, a night shift differential of thirty (30)cents for each hour worked in excess of regular pay.

(B) Employees working regularly all their hours between 6:00 P.M. and 6:00 A.M. will be entitled to forty (40) hours at thirty (30) cents per hour of night shift premium.

(C) For split shifts or weekly rotating shifts, night shift premium in vacation pay will be based on the average number of night hours worked in the four (4) weeks immediately preceding the week the employee leaves on vacation.

(D) In no event shall any shift premium payment for vacation exceed twelve (\$12.00) dollars per week of vacation. Holiday weeks shall be used in computing the average number of night hours worked.

(E) Night shift differential shall be reflected as part of the employee's regular pay for purposes of vacations, overtime, holiday pay, personal days and sick pay.

ARTICLE XIII - HOLIDAYS

(A) New Year's Day, Good Friday, the Employee's Birthday, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day shall be known as holidays. For current employees (hired prior to 5/10/98), in exchange for Washington's Birthday and Election Day holidays, they will receive two (2) additional days toward the total (Sick & Personal) days element. The new benefits consideration for these employees (Hired prior to 5/10/98) will be nine (9) sick days and two (2) personal days. Each employee will be given a day off either in the week in which each of the above holidays occurs, or in the week before or after the holiday. If given a day off in the week before or the week after the holiday, the day off will be consecutive with the employee's regular day off. In the week in which the employee receives such day off, the work week shall consist of four (4) days and he/she shall be guaranteed forty (40) hours pay for time worked up to thirty-two (32) hours with time and one-half thereafter.

(B) If an employee's birthday falls on a scheduled day off, the employee will be given a day off either in the week of which the birthday occurs or in the week before or the week after the birthday. When given a day off, the day off will be consecutive with the employee's regular day off, if possible, and said week will be treated as a holiday week.

(C) Where a number of employees' birthdays fall on the same day, so that production difficulties are involved, the holiday for such employees shall be rescheduled according to seniority. If rescheduled, the week in which it is taken shall be treated as a holiday week.

(D) Should the Shop Committee request a more suitable prevailing practice regarding a day off for above mentioned holidays, the Employer agrees to negotiate with the Shop Committee, subject to approval by the Union.

(E) All employees shall be eligible for eight (8) hours of Holiday pay, provided they work the scheduled day before or the scheduled day after the holiday. However, in the case of proven illness or excused absence, the employee shall be entitled to the Holiday pay.

ARTICLE XIV - VACATIONS

(A) (1) The Employer agrees to grant six (6) weeks vacation with pay to all employees who have completed twenty-five (25) years or more of service as of July 1st of any year.

(2) The Employer agrees to grant five (5) weeks vacation with pay to all employees who have completed twenty (20) years or more of service as of July 1st of any year.

(3) The Employer agrees to grant four (4) weeks vacation with pay to all employees who have completed twelve (12) years or more of service as of July 1st of any year.

(4) The Employer agrees to grant three (3) weeks vacation with pay to all employees who have completed five (5) years or more of service as of July 1st of any year.

(5) The Employer agrees to grant two (2) consecutive weeks vacation with pay to all employees in its employ for a period of one (1) year as of the close of the last calendar year.

(B) Employees who leave the Employer during the year shall be granted pro-rated vacation as follows:

(1) Employees entering the employ of the Employer during the last calendar year and remaining for one (1) month or more, shall be entitled in the present calendar year to five-sixths (5/6ths) of a day's vacation for each full month of employment prior to the end of the last calendar year.

(2) Employees leaving the employ of the Employer before taking their vacation shall receive their regular vacation pay and in addition five-sixths (5/6ths) of a day's pay for each full month of employment during the year of leaving.

(3) Employees leaving the Employer who are entitled to three (3) weeks vacation with pay under this Agreement, shall receive their regular vacation pay and in addition one-twelfth (1/12th) of three (3) weeks vacation pay for each month of employment.

(4) Employees leaving the Employer who are entitled to four (4) weeks vacation with pay under this Agreement, shall receive their regular vacation pay and in addition one-twelfth (1/12th) of four (4) weeks vacation pay for each month of employment.

(5) Employees leaving the Employer who are entitled to five (5) weeks vacation with pay under this Agreement, shall receive their regular vacation pay and in addition one-twelfth (1/12) of five (5) weeks vacation pay for each month of employment.

(6) Employees leaving the Employer who are entitled to six (6) weeks vacation with pay under this Agreement, shall receive their regular vacation pay and in addition one-twelfth (1/12th) of six (6) weeks vacation pay for each month of employment.

(C) The picking of vacation will be by department seniority for production workers. The maintenance, sanitation and warehouse seniority units shall pick their vacations by shift. If any of the legal holidays specified herein shall occur during the vacation period, the employee shall be entitled to an extra day off with pay. Said extra day off shall be given to the employee at a later date and shall be consecutive with one of the regular days off. Employees shall have the option of taking a day's pay for such holiday added to vacation pay in lieu of the day off. The eight (8) hours pay for the holiday off shall be included in the regular work week.

(D) The vacation period shall be from January 1st to December 31st, but the preferred vacation period shall be from April 1st to November 30th in any year. However, no employee shall take more than two (2) weeks vacation with pay during the months of June, July and August unless mutually agreed between the parties; however, any employee seeking extended time off for a good reason shall not be restricted to taking only two (2) weeks vacation during the months of June, July and August.

(E) Vacation pay shall be paid to employees at the commencement of vacation and shall be based on the classified rate per hour or the weekly rate earned for a regular forty (40) hour week. It is understood that such rate is based on the employee's permanent classification.

ARTICLE XV - SICK PERSONAL, AND MOURNING LEAVE

(A) For those employees hired prior to May 10, 1998, the Employer agrees to grant nine (9) sick leave days and two (2) personal days each year. It is agreed by the Union and the Company that where a number of employees' personal days should occur simultaneously so that production difficulties are involved, then such employees shall be rescheduled according to seniority. An Employee's request to take a personal day shall not be unreasonably denied. Any disputes hereunder shall be taken directly to the third step of the grievance procedure.

(B) All unused sick or personal leave pay-out will be included in the last pay period of the year, provided it can be done with compliance with the tax law.

(C) Absence on account of sickness or disability shall not affect the seniority status of any employee covered by this Agreement, i.e., seniority shall accumulate during the period of any such absence.

(D) Absence on account of sickness or disability shall not result in any reduction in vacation benefits unless an employee is absent for a consecutive period of four (4) months or more during the preceding year. In the case of such absence, vacation benefits shall be pro-rated. Such employee will be entitled to all holidays that fall within this said consecutive four (4) month absence.

(E) In the event of the death of a Husband, Wife, Father or Mother, Son or Daughter of an employee, the Company shall grant five (5) consecutive working days off with pay to said employee. If death of immediate family member occurs while on vacation, the employee is entitled to (2) days absence beyond their vacation. In the event of the death of a Stepfather, Stepmother, Stepchild, Brother, Sister, Father-in-law, Mother-in-law, Grandparent or Grandchild of an employee, the Company shall grant three (3) consecutive working days off with pay to said employee.

ARTICLE XVI - LEAVE OF ABSENCE

(A) Upon application and for good cause mutually agreed upon by the Union and the Employer, the Employer agrees to grant a leave of absence without pay for a period not exceeding four (4) months, with the right of the employee to be reinstated in the same position, if available, or otherwise a like position, without loss of seniority.

(B) No leave of absence will be recognized unless evidenced in writing, signed by the Employer, countersigned by the Union. An employee who takes other employment during the period of any leave of absence granted to him thereby forfeits all rights to reinstatement.

(C) Employees on leave, as defined in Paragraph (A) above, will not be entitled to any of the benefits of this Agreement while on such leave and the period of leave will not be included in computing vacation allowance.

ARTICLE XVII - WELFARE

(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 Welfare Fund. The Employer further agrees irrevocably to designate as its representatives on the Boards 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. Said Local No. 3 Welfare Fund shall be jointly administered by a Board of Trustees on which the Union as one party and the Industry as another party will have equal representation.

(B) (1) Effective as of May 2001, the Employer shall transmit to the Bakery and Confectionery Workers' International Union, Local No. 3 Welfare Fund, the sum of \$532.13 per month per regular, full-time employee working five (5) or more days during the month.

(2) For any regular, full-time employee working four (4) days or less during the month, the Employer shall contribute \$3.07 per hour, up to 8 hours per day, for all days worked during the month, in lieu of the monthly contribution.

(3) For all part-time employees, the Employer shall contribute \$3.07 per hour, up to 8 hours per day, for all days worked during the month, in lieu of the monthly contribution.

(4) Effective as of May 4, 2004, if the Board of Trustees of the Welfare Fund shall require an increase in such contribution(s) for the purpose of maintaining the benefits offered thereby, the Employer shall increase its contribution(s) to the Welfare Fund by the amount of such increase or up to a maximum of 5% or \$26.60 per month per regular, full-time employee and/or up to a maximum of 15 cents per hour for those employees described in paragraph (2) and (3) above, whichever is less.

(5) Effective as of May 8, 2005, if the Board of Trustees of the Welfare Fund shall require an increase in such contribution(s) for the purpose of maintaining the benefits offered thereby, the Employer shall increase its contribution(s) to the Welfare Fund by the amount of such increase or up to a maximum of 10% per month per regular, full-time employee and/or up to a maximum of 10% per hour for those employees described in paragraph (2) and (3) above, whichever is less.

(6) If needed to maintain benefit level, effective May 7, 2006, up to a 5% increase in contributions will be made by employer.

(7) If needed to maintain benefit level, effective May, 6, 2007, up to a 5% increase in contributions will be made by employer.

(C) Contributions to the Fund shall be for the sole benefit of and shall be payable on behalf of employees for whom the Union is the collective bargaining representative commencing 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. Welfare contributions for each employee shall be paid for each month or hour for which said employee receives pay, up to a maximum of 173.333 hours in any month or forty (40) hours in any week, and all contributions shall be accompanied by a completed remittance report on the form furnished by the Fund.

(D) When contributions are remitted by the Employer for all employees for whom the Union is the Collective Bargaining Representative, the Welfare Fund shall provide disability insurance coverage for all employees pursuant to the requirements of the New York State Temporary Disability Law.

(E) (1) All contributions payable under this Section shall be remitted by the Employer so that they will be received by the Local 3 Welfare Fund 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

(2) 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 hours (72) in addition to any other remedies available in the premises, and such strike shall be deemed not to be in breach of the Agreement, notwithstanding anything to the contrary contained herein.

(3) If the Employer fails promptly to pay the contributions required hereunder, the Employer shall pay such collections costs, including court costs and reasonable attorney's fees, as the Fund shall incur, and shall pay interest at such rate as the Trustees shall fix from time to time. Such payments, attorney's fee, interest and costs are hereby deemed to be part of the contributions due and payable hereunder. 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 therefor sent to the Employer by Registered or Certified Mail, Return Receipt Requested.

(F) 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 carelessness or failure to forward contributions and reports to the Funds as required hereunder. The Employer's obligation to pay such accountant's fees shall be deemed the same as its 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.

(G) All monies paid into said Fund will be used by the Trustees for the purpose of the purchase of group insurance benefits for the employees and their dependents who may qualify under the Plan, including but not limited to life insurance, accidental death and dismemberment benefits, disability benefits, hospitalizations,, surgical and medical expenses, in such manner and amounts as the said Trustees in their sole discretion may determine. All reasonable expenses to be incurred in the administration of the Plan should be deemed a proper charge against the Fund.

(H) The parties agree and represent that there is no other agreement between them regarding Welfare benefits, other than this Schedule, presently in effect. The parties further agree that no agreement regarding Welfare 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.

ARTICLE XVIII - PENSION

(A) The parties agree to the continuance of the Bakery and Confectionery Union and Industry International Pension Fund.

(B) (1) Effective May 10, 2003, the Employer shall increase contributions by \$.135/hour thereby making contributions to the said Pension Fund at the rate of two dollars and fifty nine and one-half cents (\$2.595) per hour, per employee for each hour for which said employee receives pay, up to a maximum of forty (40) hours in any week, which includes payment for Golden 80, Plan G at \$1350.00 benefit level. Pension contributions shall be uniformly payable on the same basis with respect to all employees from the commencement of employment.

(2) Effective May 7, 2006, there shall be an increase of thirteen and one half cents (\$.135) per hour in pension contributions per employee for each hour of which said employee receives pay, up to a maximum of forty (40) hours in any week, totaling two dollars and seventy-three cents (\$2.73) per hour, which includes payment for Golden 80, Plan G at \$1,400.00 benefit level.

(3) Effective May 6, 2007, there will be an additional increase of fourteen cents (\$.14) per hour in pension contributions per employee for each hour for which said employee receives pay, up to a maximum of forty (40) hours in any week, totaling two dollars and eighty-seven cents (\$2.87) per hour for \$1,450.00 benefit level per month which includes Golden 80, Plan G.

(C) Effective May 10, 2003, 2 additional P's will be included covering the implementation of a P-19 medical retiree plan which will adhere to the contribution rules of the Bakery & Confectionery Union and Industry International Health Benefits & Pension Funds. Effective May 8, 2005, 2 additional P's will be included covering the implementation of a P-21 medical retiree plan which will adhere to the contribution rules of the Bakery & Confectionery Union and Industry International Health Benefits & Pension Funds. Effective May 6, 2007, 2 additional P's will be included covering the implementation of a P-23 medical retiree plan which will adhere to the contribution rules of the Bakery & Confectionery Union and Industry International Health Benefits & Pension Funds. Also, see attached Addendum regarding additional P-elements purchased by employees by re-directing wage increases to the P-Plan.

(D) The Pension Fund will be jointly administered by a Board of Trustees, on which the Union as one party and the Industry as another party, will have equal representation.

(E) All monies paid into the Pension Fund will be used by the Trustees, for the purpose of providing a Pension Plan for the employees, to be formulated by said Trustees with the assistance of a qualified Pension Consultant.

(F) The Pension Plan shall continue to qualify under the appropriate provisions of the Internal Revenue Code of 1954, so as to insure that the Employer contributions thereto will be deductible as ordinary business expenses.

(G) The parties hereto have executed an Agreement and Declaration of Trust for the purpose hereinabove set forth, which Agreement and Declaration of Trust shall comply in all respects with the Labor-Management Relations Act of 1947, as Amended, and any other applicable Federal and State Law.

(H) All reasonable expenses incurred in connection with the creation and administration of the said Pension Plan shall be deemed a proper charge against the Pension Fund.

(Standard Collective Bargaining Clause - BCTGMGM 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 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:

For each hour 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. to the Pension Fund up to a maximum of forty (40) hours in any week for any one employee. (The stated maximum does not apply to pro rata vacation or severance pay.)

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:

	Effective Date 5/10/03	Effective Date 5/7/06	Effective Date 5/6/07
	Rate	Rate	Rate
Plan A	\$1.92	\$2.03	\$2.145
Plan C	\$.27	\$.28	\$.29
Plan G	\$.405	\$.42	\$.435
Total Hourly	\$2.595	\$2.73	\$ 2.87

- (d) It is agreed that the Pension Plan adopted by the Trustees of the Pension Fund shall be such as will 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.
- (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 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.
- (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 the 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.

ARTICLE XIX - JURY SERVICE

(A) The Employer agrees to pay the difference between Jury pay and the time an employee is required to lose in order to serve on Jury Duty. Such pay shall be limited to once a year. This Jury Pay does not apply to an employee who has volunteered for Jury Duty.

(B) Each employee shall have at least twelve (12) consecutive hours rest period between the completion of the shift and the commencement of Jury Duty and shall also be entitled to twelve (12) consecutive hours rest period upon the completion of Jury Duty and return to work. Such employee shall suffer no reduction in daily or weekly take-home pay.

(C) Upon receipt of Notice of Jury service, the employee shall tender such Notice to the Employer immediately so that the schedule can be arranged. Failure to tender such Notice within three (3) days after receipt may forfeit the employee's remuneration under (A) above.

ARTICLE XX - WEARING APPAREL

(A) (1) All employees will be supplied with free uniforms to be repaired and laundered at the Employer's expense. However, in no case shall employees receive less than eleven (11) sets of uniforms now being supplied weekly for their job classification. No employee will be permitted to wear Company uniform off the premises upon the completion of his or her shift. Employees leaving the employ of the Company, must return all issued uniforms or their replacement cost value prior to receiving final pay.

(2) Company will offer depot employees a one-time choice of either long-sleeved or short-sleeved shirts. The Company will supply proper wearing apparel for employees working in depots (belts, gloves, etc.).

(B) The Company will provide boots for employees in Sanitation regularly assigned to wash-down rooms. Employees temporarily assigned to wash-down rooms will be supplied with boots on a sign-out basis.

(C) The Company will provide employees with outer gear as required as follows:

- (1) foul weather jackets to Sanitation employees who work in outdoor areas;
- (2) outerboots to Sanitors;
- (3) foul weather jackets on a sign-out basis to Maintenance employees who work in outdoor areas;
- (4) outerboots on a sign-out basis to Maintenance employees;
- (5) rubber gloves in wash-down area as well as individual outerwear and wet suits for Sanitation employees.

(D) The Company will provide fire-retardant coveralls in the Maintenance and Garage areas, for welding jobs, on a sign-out basis. The Company will also provide an adequate supply of gloves, including heat-resistant gloves, which will be available to all employees who may need them.

(E) The Company agrees that, with approval of the Shift Manager, workers in the Bakery will be provided jackets when temperature conditions warrant them.

(F) The Company will maintain the outerwear provided to and for employees.

ARTICLE XXI - SAFETY

(A) The Shop Committee plus one other employee shall serve as the Safety Committee in the plant and shall make recommendations to Management with reference to safe working conditions.

(B) The Employer agrees to have some of its employees trained for the purpose of administering first aid, and shall keep a supply of first aid kits in the plant and depots at all times. Such kits shall be located in the Security Office, Production Office, Assistant Manager's Office, Stock Room, Packing Supervisor's Office, Shipping Supervisor's Office, Maintenance Stock Room, and Garage. Stretchers shall be located in the Lunchroom, Security Office, Production Office and Packing Supervisor's Office. Supervisors and/or forepersons shall have access to the first aid kits and stretchers.

(C) The Company agrees to implement a program to train and qualify individuals in the Emergency Services.

ARTICLE XXII - TRAINING

(A) The Company has and will continue to train employees in job related programs, including the operation of newly installed equipment. The Company will determine the needs and priorities of training at all times.

(B) Gas mechanics will be given an opportunity on their own time, with the cooperation and assistance of the Company, to qualify to become diesel mechanics.

(C) The Company will cooperate with garage mechanics, on their own time, to enable them to secure their First Class licenses.

ARTICLE XXIII - WORKING OUT OF CLASSIFICATION

(A) Except as provided below, all employees now employed by the Employer shall not be reduced in pay during the life of this Agreement. However, employees who bid on lower rated jobs or are transferred at their own request or the request of the Union to lower rated jobs, shall receive the rate of the job to which they are assigned.

(B) A higher classification employee working in a lower classification will be used to fill a higher position for absenteeism, vacations, illness or leaves of absence.

(C) An employee working in a lower classification will be red-circled and maintain his/her higher rate. When a position opens within his/her seniority unit on his/her shift which is higher than that in which he/she is then working and equal to or below his/her former classification, he/she shall be required to accept that position, as long as he/she is qualified. If he/she refuses to take the higher rated position, he/she

will break his/her rate and get the rate for the job he/she is doing. No employee will be required to accept a position outside of his/her seniority unit. However, should he/she bid on a position outside his/her seniority unit, he/she will forfeit any red-circled treatment.

(D) Employees replacing workers in a higher salary bracket shall receive the same rate of pay as the employees so replaced, and such employees who spend 50% of their forty (40) hours in performing the work in the higher bracket shall be entitled to the full rate for the whole week at the higher bracket rate. An employee who is obliged to work more than 50% of the day in a higher bracket shall be paid the higher rate of pay for said day. Employees who spend 50% or more of their time working in a higher rated job during the year shall be reclassified to the higher rated classification. However, this shall not be applicable to employees in temporary bids, who shall be returned to their permanent jobs when the absent employee returns to work. This paragraph (D) shall not be applicable to employees in the garage or maintenance seniority units, except for replacement of forepersons.

(E) It is agreed between the parties that helpers and/or unskilled workers may be permitted to perform some work on the Bench or the Oven, for the purpose of training such employees.

(F) A non-union supervisory employee shall not perform work customarily performed by bargaining unit employees, except to:

- (1) instruct an employee in respect to his/her job;
- (2) provide emergency physical relief for an employee;
- (3) perform experimental or research work; or
- (4) work during a period of emergency.

ARTICLE XXIV - NON-DISCRIMINATION

(A) The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin, age, disability or Vietnam Era Veteran nor will they limit, segregate, or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, national origin, age, disability or Vietnam Era Veteran.

(B) Whenever any words of the masculine or feminine gender appear in this Agreement, such words shall be deemed to refer to both male and female employees without discrimination.

ARTICLE XXV - MISCELLANEOUS

(A) All benefits at present enjoyed by the employees shall be continued and all agreements, verbal or in writing, regarding benefits shall be continued.

(B) The Employer agrees to the principle of share-the-work. The practical working out of the sharing of the work shall be determined between the Union, the Shop Committee and the Employer.

(C) Should there be a payroll error of four hours or more on an employee's weekly pay check, he or she will receive an adjustment during the same week. Adjustment for payroll errors of less than four hours of pay shall be made in the next scheduled paycheck.

(D) If an Article of this Agreement, or any part thereof, shall become invalid, inoperative or terminated by present or future law, the remaining provisions of the Agreement shall nevertheless continue in effect.

(E) Substance Abuse Policy

It is the policy of the Company and the Union to maintain a safe, healthy and productive work environment for all employees, to produce quality products and provide quality services for customers, to maintain the integrity and security of the workplace, and to perform all of these functions in a fashion consistent with their responsibilities to the communities which they serve.

Pursuant to these goals, an employee will be required to submit to and pass a drug and alcohol-screening test covering illegal substances and legal substances subject to abuse in each of the following instances:

1. When an employee returns to work from a leave of absence for substance abuse rehabilitation;
2. When a manager and/or supervisor has reasonable suspicion to believe that the employee has violated the drug and/or alcohol prohibitions contained in this policy. A reasonable suspicion determination will be based on specific and contemporaneous observations including, but not limited to, the employee's appearance, behavior and speech. These observations may include indications of the chronic and withdrawal effects of drugs and alcohol;
3. When required by any applicable federal or state law.

An employee required to submit to a drug and alcohol screening test under this program shall report to the test site promptly upon being requested to do so and shall execute all necessary consent forms required. Failure to do so will result in discharge. If the employee also requests, he will be entitled to have a Union

representative present. If the test result is positive, the employee is subject to immediate termination unless the employee requests a leave of absence to participate in a rehabilitation program recommended by a medical or substance abuse professional. If the employee is eligible for such leave of absence and no other ground for termination of employment exists, the Company shall approve the request for leave of absence. After completing the rehabilitation program, the employee will be allowed to return to work upon passing a drug and alcohol-screening test. Failure to submit to or pass any of the required drug and alcohol screening tests or any subsequent test will result in discharge.

It is the Company policy to provide an opportunity for assistance to employees having a drug and/or alcohol problem that is voluntarily disclosed. Accordingly, any employee who voluntarily discloses a drug and/or alcohol dependency problem to management prior to detection in a drug and alcohol screening test will be eligible for a medical leave of absence for drug and/or alcohol rehabilitation and, upon successful completion of the rehabilitation program will be restored to his job and retain his seniority. This opportunity will only be available to an employee once during his or her employment.

All new employees will be randomly tested during their first two (2) years of employment (every six months).

This policy and program is subject to the limitations of state and local law, which to the extent inconsistent with this policy and program, shall govern.

The Company and Union agree to comply with the settlement agreement dated January 22, 2001, developed by arbitrator Bonnie Siber Weinstock regarding the substance abuse policy, originally dated June 18, 1997. One sentence extracted from this settlement agreement includes, "the employee's conduct must be witnessed by at least two (2) supervisors, if available, and a union delegate." This previous sentence does not remove the decision making from the supervision, but ensures the participation of the union representative in the process.

(F) The Company will reimburse maintenance mechanics for any personal tools stolen in the plant or broken on the job (of equal or greater value) which are on record and on an inventory list held by the Company based on clear evidence of break-in and when tools are stored in a designated area.

(G) Bakery product manufactured by BCTGM employees will reflect Union label on packaging.

ARTICLE XXVI - COST OF LIVING

If during the third year of the 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, using the Index available as of April 28, 1997, as a base, shall increase by three (3%) percent in excess of what thirty-five (35) cents represents as a percentage increase of the average hourly rate of the employees in

the bargaining unit, employees shall receive a two (2%) percent cost of living increase for the first payroll period following the official announcement of the Consumer Price Index by the Bureau of Labor Statistics. There shall be no more than one Cost of Living increase.

ARTICLE XXVII - 401K Savings Plan

Effective September 1, 2003, the Company agrees to implement a non-contributory 401k plan for employees. There shall be no contributions made on the part of the Company.

ARTICLE XXVIII - WAGE INCREASES

Hourly wage increases in accordance with the following schedule:

<u>5/10/03</u>	<u>5/9/04</u>	<u>5/8/05</u>	<u>5/7/06</u>	<u>5/6/07</u>
\$.35	\$.35	\$.35	\$.40	\$.45

Please note Addendum to Collective Bargaining Agreement covering re-direction of some wage increases to the P-Plan.

(A) Attached hereto and marked Schedule "A" are the classifications and minimum hourly and weekly rates that shall prevail during the life of the Agreement. No employee shall be given a merit increase unless it is discussed with, and approved by the Union.

(B) For those new employees hired on or after 5/10/98, see New Employee Progression Section (Schedule C).

ARTICLE XXIX - SEVERANCE PAY

(1) It is agreed that each full-time employee who is permanently displaced from his/her employment by reason of the closing of an entire plant, a department thereof, or the introduction of labor saving equipment, shall be compensated for such displacement providing he or she has been actively employed by the Company for a period of at least three (3) years.

An eligible employee's compensation for his/her displacement shall be on the basis of thirty (30) hours of severance pay (at his/her straight time hourly rate of pay) for each full year and for a major portion of a year of his/her actual employment, commencing with the fourth (4th) year thereof. Payment under this formula shall be limited to a maximum of thirty (30) weeks of severance pay (maximum of Twelve Hundred (1,200) hours of severance pay).

- (2) The above described severance pay will not be paid to:
- (a) Any employee who is offered employment with the Company at the same location.
 - (b) Any employee who accepts a job with the Company at any location.
 - (c) Any employee who voluntarily quits or is discharged for cause before he/she is separated from employment by the Company.

(3) Any employee accepting severance pay shall forfeit and cease to have any seniority and recall rights as provided for in this Agreement.

(4) Any employee re-employed after receiving severance pay shall be considered a new employee from the date of re-employment.

(5) (a) In the event an eligible employee wishes to remain on the plant seniority list for the purpose of possible recall, he or she may elect to defer acceptance of his/her severance pay for a period of nine (9) months; however, he or she may request his/her severance pay and his/her right of recall and seniority shall terminate as of that date.

(b) If such employee has not been recalled by the end of such period, he/she shall be paid his/her severance pay and his/her right of recall and seniority shall terminate as of that date.

ARTICLE XXX - TECHNOLOGY CHANGES

The Union and the Employer recognize that compelling competitive conditions affecting a specific facility may require changes in production processes, machinery and work methods. The Employer agrees to notify the Union at the earliest possible time of any plans to make substantial changes in existing production processes, machinery or work methods and to provide no less than sixty (60) days advance notice.

The Employer agrees to meet in an attempt to resolve any issues regarding any proposed changes in, or impact on, union jurisdiction, employee's job classifications, rates of pay, workload, job training, job elimination and the procedure for awarding newly created bargaining unit jobs.

The Employer further agrees to provide reasonable and appropriate training and retraining necessary to perform bargaining unit work on new equipment, including any newly created unit jobs, or to perform other work to which they might be reassigned or transferred. The Employer further agrees to discuss with the Union the design and delivery of training programs.

ARTICLE XXXI - FAMILY AND MEDICAL LEAVE ACT

The Employer agrees to comply with the Family and Medical Leave Act. The Company shall not designate Worker's Compensation Leave as FMLA Leave.

ARTICLE XXXII - DURATION OF AGREEMENT

This Agreement shall be binding upon the parties, hereto, their assignees and successors in interest from May 10, 2003, until May 9, 2008, and thereafter until a new Agreement, the wage and hour clause of which shall be retroactive until the above date, has been consummated and signed, or until this Agreement, upon sixty (60) days written notice has been canceled by the Employer or has been canceled by the Union.

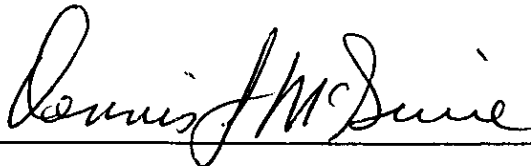
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above mentioned.

LOCAL NO. 3 BAKERY, CONFECTIONERY, TOBACCO WORKERS AND GRAIN MILLERS' INTERNATIONAL UNION

BY: 

Narciso Martas, President

ENTENMANN'S INC. OF BAY SHORE, NY

BY: 

Dennis J. McGuire, Director Industrial Relations

SCHEDULE A (Employees Hired May 10, 1998 Or Later Who Have Completed 48 Months Of Full-Time Service)

The following shall be the minimum wages for a forty (40) hour week effective May 10, 2003, May 9, 2004, May 8, 2005, May 7, 2006 and May 6, 2007:

Job Classifications		5/10/03 (.035 to P Plan)	5/9/04 (.045 to P Plan)	5/8/05 (.035 to P Plan)	5/7/06 (.045 to P Plan)	5/6/07 (.035 to P Plan)
<u>PRODUCTION</u>						
WORKING FOREPERSON	PWF	757.60	769.80	782.40	796.60	812.80
FLAVOR MAKER	PFM	753.60	765.80	778.40	792.60	808.80
ASSISTANT FOREPERSON	PAF	743.60	755.80	768.40	782.60	798.80
MIXER	PMX	743.60	755.80	768.40	782.60	798.80
OVEN OPERATOR	POO	743.60	755.80	768.40	782.60	798.80
SHORTENING MACHINE OPERATOR	PSO	737.60	749.80	762.40	776.60	792.80
AUTO PCKGNG MACHINE OPERATOR	PAO	731.60	743.80	756.40	770.60	786.80
BENCH PERSON	PBP	731.60	743.80	756.40	770.60	786.80
DEPOSITOR/DIVIDEND OPERATOR	PDO	731.60	743.80	756.40	770.60	786.80
FINISHER I	PF1	731.60	743.80	756.40	770.60	786.80
EXP MIXER HELPER	PEM	725.60	737.80	750.40	764.60	780.80
FINISHER II	PF2	725.60	737.80	750.40	764.60	780.80
INGREDIENT SCALER	PIS	725.60	737.80	750.40	764.60	780.80
LABEL MAKER	PLM	723.60	735.80	748.40	762.60	778.80
BULK RACKLOADER	PBR	722.60	734.80	747.40	761.60	777.80
EXP BENCH HELPER	PEB	719.60	731.80	744.40	758.60	774.80
FINISHER III	PF3	719.60	731.80	744.40	758.60	774.80
OVENLOADER	POL	719.60	731.80	744.40	758.60	774.80
OVEN UNLOADER	POU	719.60	731.80	744.40	758.60	774.80
RACKLOADER/TRAILER LOADER	PTL	713.60	725.80	738.40	752.60	768.80
EXP HELPER	PEH	707.60	719.80	732.40	746.60	762.80
BULK RACK PACKER	PRP	702.60	714.80	727.40	741.60	757.80
GENERAL HELPER	PGH	697.60	709.80	722.40	736.60	752.80
PACKER	PPK	685.60	697.80	710.40	724.60	740.80
<u>SANITATION</u>						
WORKING FOREPERSON	SWF	757.60	769.80	782.40	796.60	812.80
EGG RECEIVER	SER	735.60	747.80	760.40	774.60	790.80
PEST CONTROL OPERATOR	SPC	731.60	743.80	756.40	770.60	786.80
MACHINE CLEANER	SMC	710.60	722.80	735.40	749.60	765.80
WASHING MACHINE OPERATOR	SWM	710.60	722.80	735.40	749.60	765.80
SANITOR	SSN	702.60	714.80	727.40	741.60	757.80
<u>THRIFT</u>						
THRIFT WORKING FOREPERSON	TWF	741.60	753.80	766.40	780.60	796.80
THRIFT RACKLOADER	TRK	722.60	734.80	747.40	761.60	777.80
THRIFT ASST FOREPERSON	TAF	707.60	719.80	732.40	746.60	762.80
THRIFT RECEIVER OF RETURNED GOODS	TRR	707.60	719.80	732.40	746.60	762.80
THRIFT SALES CLERK	TSC	685.60	697.80	710.40	724.60	740.80

Job Classifications		5/10/03 (.035 to P Plan)	5/9/04 (.045 to P Plan)	5/8/05 (.035 to P Plan)	5/7/06 (.045 to P Plan)	5/6/07 (.035 to P Plan)
<u>WAREHOUSE</u>						
WORKING FOREPERSON	WWF	757.60	769.80	782.40	796.60	812.80
ASST FOREPERSON	WAF	743.60	755.80	768.40	782.60	798.80
HEAD RECEIVER	WHR	735.60	747.80	760.40	774.60	790.80
HI-LO OPERATOR	WHI	713.60	725.80	738.40	752.60	768.80
<u>MAINTENANCE</u>						
WORKING FOREPERSON	MWF	894.00	906.20	918.80	933.00	949.20
MECHANIC 1ST CLASS	M1C	816.00	828.20	840.80	855.00	871.20
MECHANIC 2ND CLASS	M2C	758.00	770.20	782.80	797.00	813.20
INVENTORY FOREPERSON	MIF	759.60	771.80	784.40	798.60	814.80
MAINT INVENTORY CLERK	MIC	782.60	740.80	753.40	767.60	783.80

SCHEDULE A Employees Hired May 10, 1998 Or Later Who Have Completed 48 Months Of Full-Time Service)

The following shall be the minimum hourly rates effective May 10, 2003, May 9, 2004, May 8, 2005, May 7, 2006 and May 6, 2007.

Job Classifications		5/10/03	5/9/04	5/8/05	5/7/06	5/6/07
		(.035 to P Plan)	(.045 to P Plan)	(.035 to P Plan)	(.045 to P Plan)	(.035 to P Plan)
<u>PRODUCTION</u>						
WORKING FOREPERSON	PWF	18.940	19.245	19.560	19.915	20.320
FLAVOR MAKER	PFM	18.840	19.145	19.460	19.815	20.220
ASSISTANT FOREPERSON	PAF	18.590	18.895	19.210	19.565	19.970
MIXER	PMX	18.590	18.895	19.210	19.565	19.970
OVEN OPERATOR	POO	18.590	18.895	19.210	19.565	19.970
SHORTENING MACHINE OPERATOR	PSO	18.440	18.745	19.060	19.415	19.820
AUTO PCKGNG MACHINE OPERATOR	PAO	18.290	18.595	18.910	19.265	19.670
BENCH PERSON	PBP	18.290	18.595	18.910	19.265	19.670
DEPOSITOR/DIVIDEND OPERATOR	PDO	18.290	18.595	18.910	19.265	19.670
FINISHER I	PF1	18.290	18.595	18.910	19.265	19.670
EXP MIXER HELPER	PEM	18.140	18.445	18.760	19.115	19.520
FINISHER II	PF2	18.140	18.445	18.760	19.115	19.520
INGREDIENT SCALER	PIS	18.140	18.445	18.760	19.115	19.520
LABEL MAKER	PLM	18.090	18.395	18.710	19.065	19.470
BULK RACKLOADER	PBR	18.065	18.370	18.685	19.040	19.445
EXP BENCH HELPER	PEB	17.990	18.295	18.610	18.965	19.370
FINISHER III	PF3	17.990	18.295	18.610	18.965	19.370
OVENLOADER	POL	17.990	18.295	18.610	18.965	19.370
OVEN UNLOADER	POU	17.990	18.295	18.610	18.965	19.370
RACKLOADER/TRAILER LOADER	PTL	17.840	18.145	18.460	18.815	19.220
EXP HELPER	PEH	17.690	17.995	18.310	18.665	19.070
BULK RACK PACKER	PRP	17.565	17.870	18.185	18.540	18.945
GENERAL HELPER	PGH	17.440	17.745	18.060	18.415	18.820
PACKER	PPK	17.140	17.445	17.760	18.115	18.520
<u>SANITATION</u>						
WORKING FOREPERSON	SWF	18.940	19.245	19.560	19.915	20.320
EGG RECEIVER	SER	18.390	18.695	19.010	19.365	19.770
PEST CONTROL OPERATOR	SPC	18.290	18.595	18.910	19.265	19.670
MACHINE CLEANER	SMC	17.765	18.070	18.385	18.740	19.145
WASHING MACHINE OPERATOR	SWM	17.765	18.070	18.385	18.740	19.145
SANITOR	SSN	17.565	17.870	18.185	18.540	18.945
<u>THRIFT</u>						
THRIFT WORKING FOREPERSON	TWF	18.540	18.845	19.160	19.515	19.920
THRIFT RACKLOADER	TRK	18.065	18.370	18.685	19.040	19.445
THRIFT ASST FOREPERSON	TAF	17.690	17.995	18.310	18.665	19.070
THRIFT RECEIVER OF RETURNED GOODS	TRR	17.690	17.995	18.310	18.665	19.070
THRIFT SALES CLERK	TSC	17.140	17.445	17.760	18.115	18.520

Job Classifications

		5/10/03 (.035 to P Plan)	5/9/04 (.045 to P Plan)	5/8/05 (.035 to P Plan)	5/7/06 (.045 to P Plan)	5/6/07 (.035 to P Plan)
WAREHOUSE						
WORKING FOREPERSON	WWF	18.940	19.245	19.560	19.915	20.320
ASST FOREPERSON	WAF	18.590	18.895	19.210	19.565	19.970
HEAD RECEIVER	WHR	18.390	18.695	19.010	19.365	19.770
HI-LO OPERATOR	WHI	17.840	18.145	18.460	18.815	19.220
MAINTENANCE						
WORKING FOREPERSON	MWF	22.350	22.655	22.970	23.325	23.730
MECHANIC 1ST CLASS	M1C	20.400	20.705	21.020	21.375	21.780
MECHANIC 2ND CLASS	M2C	18.950	19.255	19.570	19.925	20.330
INVENTORY FOREPERSON	MIF	18.990	19.295	19.610	19.965	20.370
MAINT INVENTORY CLERK	MIC	18.215	18.520	18.835	19.190	19.595

Note (1): Egg Receivers to be paid at Head Receiver rate effective May 10, 2003.

Note (2): New classification for donut packing foreman – Company agrees to upgrade an existing position on each crew to foreperson; company and shop committee will agree on logistics.

Note: Discontinuance of Tech Program 5/10/98, includes all “Techs-in-Waiting” becoming Techs, all of whom will be “Grandfathered” at Tech Rate, as well as 1st Class adjustment above and discontinuance of 3rd Class Mechanics as of 11/1/98.

SCHEDULE B

SENIORITY UNITS

Ovens 1, 2, 7 & 8	Thrift Store
Ovens 3, 4 & 5	Sanitation
Pies & Fruits	Garage
Cookies	Maintenance
Donuts	- Plant Mechanics
Packing	- Packaging
Shipping	- Refrigeration
Processing	- Water Treatment
Icing	- Electrical
Receiving & Warehouse	- Inventory Clerks
Product Distribution (Bay Shore)	

NOTE

- 1) Label Room is part of Receiving and Warehouse seniority unit.
- 2) Rack Repair is included in Plant Mechanics seniority unit.
- 3) Product Distribution - Bay Shore is a separate seniority unit as part of the plant.

SCHEDULE C

New Employee Progression (Employees hired on or after 5/10/98)

WAGES: \$2.50 an hour below the current employees for each classification with the exception of mechanics

NEW EMPLOYEE RATE:*

- 70% of new employee progression rate of whatever classification the employee is working in -- for the first 12 months
- 80% of new employee progression rate of whatever classification the employee is working in -- for the second 12 months
- 90% of new employee progression rate of whatever classification the employee is working in -- for the third 12 months
- 95% of new employee progression rate of whatever classification the employee is working in -- for the fourth 12 months
- 100% of current rate of whatever classification the employee is working in -- after 48 months

Effective May 10, 2003, vacation schedule of Tier 2 shall be raised so that it is the same as Tier 1 employees.

Sick/Personal Allowance

Six (6) Paid Sick Days Each Year

One (1) Paid Personal Day Each Year

Effective May 9, 2004, two (2) paid personal days per year; effective May 8, 2005, seven (7) paid sick days per year; effective May 7, 2006, eight (8) paid sick days per year; effective May 6, 2007, nine (9) paid sick days per year.

Previous Experience Clause

New Employees hired from another bakery (or allied trade) shall be credited with that employment experience in months in determining the appropriate wage rate after completion of their trial period (the wage rate adjustment would be retroactive to date of hire). The new employee must have documented bakery experience.

SIDE LETTER

The following subjects were resolved during our 1992 and 1995 production negotiations, and items (B) (2) (a) and (J) modified based upon 1998 negotiations, and the parties agreed to reduce to writing the understandings reached, although not to be contained in the body of the contract:

A. Modified Work Program

1. The modified work program shall be completely voluntary.
2. The Company will provide the Union with the names of all individuals placed on modified work.
3. All work-related prescription bills for those on the modified work program shall be given to a company nurse for transmittal to the Company's Workers' Compensation carrier. Work-related prescriptions shall not be sent to the Local 3 Welfare Fund.
4. The Company doctor shall advise employees that the Local 3 Welfare Fund is not supposed to cover work-related prescriptions.

B. Arbitration Procedure

When a grievance filed by the union remains unresolved following the third (3rd) step of the grievance/arbitration procedure, the following procedures will be taken:

1. In spirit of cooperation, the Union President will discuss the merits of the grievance with the Director of Industrial Relations prior to the Union's filing for arbitration, to determine if any possibility exists for resolution.
2. If this step proves fruitless, then the Union will proceed as follows:
 - a. Union notifies its attorney to file for arbitration and A.A.A. send a copy of the arbitrator's panel directly to the Company which would indicate that a formal filing took place by the Union.
 - b. The Company would then notify its attorney of the formal filing as well as the issue involved.
 - c. Attorneys for both parties would then go through the selection process, pick an arbitrator, determine available dates and proceed toward the resolution process. The parties' attorneys should have no need to speak to the other's client at any time about any matter. The attorneys' involvement should commence only with the arbitrator selection process.

C. Orientation Program

1. Prior to commencing work, every employee is given orientation in the following areas - Safety, Plant Rules, Affirmative Action, Hearing Protection rules, Lifting, Hazardous Materials, OSHA, etc. The employee receives oral and written instruction in these areas and signs a verification of the training.

2. Employees are advised that they will be required to join BCTGM Local 3 and that their medical benefits are administered by a Health and Welfare Fund. They are directed to go to the Union office before 30 days of employment elapses for orientation by the Union in their benefits.
3. BCTGM Local 3 is given a listing of all new hires.

We believe the foregoing gives new employees full education in the policies and procedures they need to commence employment. The employee is also introduced to the Union and the Union, therefore, has full opportunity to present any orientation it chooses.

In furtherance of the joint interest of the parties to educate employees in their benefit plans and its use, the Company could add the appropriate benefit information to its Orientation Program. This would entail Fund administration assistance in supplying training and benefit information to the company.

BCTGM Local 3 would also be invited to make available a person skilled in the benefit administration to aid in this orientation. If this issue was first raised with the new employee at the time of hire and then repeated by the Union in its orientation, the double attention would certainly impress the subject upon the new hire.

The Union's assistance in this benefit training effort will be greatly appreciated. The Union will arrange to supply Human Resources with benefit training material and the designated person from Local 3 to assist.

D. Shift Changes

Within two (2) weeks of contract ratification, the Company and Union will address the problem of repeated shift changes.

E. Thrift Area

1. The Company agrees to provide better racks and equipment, as soon as possible, if not already provided.
2. The Company agrees to make all reasonable efforts to improve the heating system before the 1992-93 heating season.

F. Annual Physicals

All employees required by law to receive annual physicals, shall receive physicals at Company expense and in acceptance with past practice.

G. Depot Assignments

Traveling from depot to depot shall be completely voluntary, except where current practices are in effect.

H. Bi-Weekly Payroll

The Company may, with a minimum of 30 days notice to employees, convert to bi-weekly, Friday payroll. It is agreed that when this bi-weekly payroll is implemented the Company will provide one week's pay as an interest-free loan, during the conversion week, to be repaid in equal installments over the following 52 week period (26 bi-weekly payroll checks). If Employee chooses not to accept this loan, the Company is to notify the Union, prior to implementation. In addition, direct deposit of paychecks will be offered to all employees on a voluntary basis.

I. Seniority List

The Company will furnish a seniority list to the shop committee on a quarterly basis. The Union will be provided a 2nd secure bulletin board for the purpose of posting the complete seniority list on a quarterly basis

J. Attendance Control Program

The Company agrees not to count the nine (9) paid sick days in the penalty process.

K. Depot Issues

- a) The Company agrees that the Sanitor is a member of the Depot department.
- b) The Company agrees that vacation will continue to be picked within each depot.



Dennis J. McGuire, Director,
Industrial Relations
Entenmann's Inc. of Bay Shore, NY



Narciso Martas, President
BCTGM Local No. 3

4/7/04

Date

4/12/04

Date

Addendum to Collective Bargaining Agreement

Between

Entenmann's, Inc.

And

BCTGM Local 3

An agreement was reached between Entenmann's, Inc. and Bakery Confectionery Tobacco and Grain Millers' Union Local 3 regarding the redirection of wage increase monies toward the BCTGM International P-Plan. The following information details the changes:

- Effective 5/10/03, \$.035 of wage increase monies due to all BCTGM Local 3 employees will be redirected to the P-Plan (thereby purchasing 7 additional P-elements for a cumulative of 26 P's).
- Effective 5/9/04, \$.045 of wage increase monies due to all BCTGM Local 3 employees will be redirected to the P-Plan (thereby purchasing 9 additional P-elements for a cumulative of 35 P's).
- Effective 5/8/05, \$.035 of wage increase monies due to all BCTGM Local 3 employees will be redirected to the P-Plan (thereby purchasing 9 additional P-elements for a cumulative of 44 P's).
- Effective 5/7/06, \$.045 of wage increase monies due to all BCTGM Local 3 employees will be redirected to the P-Plan (thereby purchasing 9 additional P-elements for a cumulative of 53 P's).
- Effective 5/6/07, \$.035 of wage increase monies due to all BCTGM Local 3 employees will be redirected to the P-Plan (thereby purchasing 9 additional P-elements for a cumulative of 62 P's).



Dennis J. McGuire
Director of Industrial Relations
Entenmann's, Inc.



Narciso Martas
President
BCTGM Local 3

6/23/03

Date

7-1-03

Date

Note: This Addendum is separate from the May 10, 2003 Memorandum of Agreement.