AGREEMENT

BETWEEN

MONDELEZ GLOBAL, LLC
40 LEONARDS DRIVE
MONTGOMERY, NEW YORK 12549

AND

TEAMSTERS LOCAL UNION #445
AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD
of
TEAMSTERS

EFFECTIVE SEPTEMBER 1, 2019
THROUGH AUGUST 31, 2024

INDEX

	Article	Page
Recognition	1	3
Union Membership	2	3
Legal Compliance	3	3
Check-Off	4	4
Seniority	5	4
Shop Steward	6	7
Grievance & Arbitration Procedure	7	7
Discharge	8	8
Picket Line	9	8
Hours	10	8
Wages	11	10
Holidays	12	12
Vacations	13	14
Health & Welfare	14	15
Pension	15	16
Funeral Leave	16	17
Jury Duty	17	17
Union Visitation	18	18
Labor - Management Committee	19	18
Management Rights	20	18
Severance	21	18
Duration of Agreement	22	18
Appendix 1 – Substance Abuse Policy		20
Appendix 2 – Backhaul Opportunities		23
Appendix 3 – Encore Program		24
Appendix 4 – CDL Training Loan Agreement		26
Appendix 5 – Attendance Program		29

AGREEMENT

This Agreement is made and entered into between the Mondelez Global, LLC – DSD Supply Chain customer logistics branch located at 800 Corporate Drive, Newburgh, New York 12550 **and subsequent location at 40 Leonards Drive, Montgomery, NY 12549** (hereinafter referred to as the "Employer" or the "Company") and the International Brotherhood of Teamsters, Local Union #445 (hereinafter referred to as the "Union").

ARTICLE 1 – RECOGNITION

A. The Company hereby recognizes the Union as the sole collective bargaining agent for all of the employees of the Company employed as Drivers, Stock Handlers, and Working Forepersons at its DSD Supply Chain customer logistics branch located at 800 Corporate Drive, Newburgh, New York 12550 **and subsequent location at 40 Leonards Drive, Montgomery, NY 12549**.

B. The Company agrees that no employee shall be discriminated against or discharged because of Union activities or membership.

ARTICLE 2 - UNION MEMBERSHIP

A. It shall be a condition of employment that all employees of the Company covered by this Agreement who are members of the Union in good standing on the execution date of this Agreement shall remain members in good standing and those who are not members on the execution date of this Agreement shall on the thirty-first (31st) day following said execution date become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after said execution date shall on the thirty-first (31st) day following the beginning of such employment become and remain members in good standing in the Union.

B. When the Company needs additional employees, the Union shall be given equal opportunity with all other sources to provide suitable applicants.

C. The Company will provide the Union's Business Representative and the Shop Stewards with an up to date seniority roster whenever changes occur.

ARTICLE 3 -- LEGAL COMPLIANCE

Section 1. The Company and Union agree that in accordance with applicable federal, state and local laws, there shall be no discrimination against any employee on the basis of race, color, religion, sex, age, national origin, disability, veteran status, citizenship, impending citizenship, sexual orientation, marital status or other legally protected classification. The use of the pronouns "he" or "his" in this Agreement shall be deemed to include both male and female employees, unless the Agreement specifically indicates to the contrary.

Section 2. The Company and the Union agree to comply with the Americans with Disabilities Act provided that any accommodation made will not be in violation of any of the terms and conditions of the Collective Bargaining Agreement.

Section 3. The Company will comply with the Family and Medical Leave Act (FMLA) and all other federal or state statutes modifying this law.

Section 4. The Company and the Union understand their obligations under the Uniformed Services Employment and Re-employment Rights Act (USERRA); the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (VEVRAA) and the Veterans' Employment Opportunity Act of 1998 (VEOA) and agree to comply with the provisions therein or as amended.

Section 5. The Union and the Company and its employees shall comply with all applicable and mandatory rules and regulations issued by the Department of Transportation and the Occupational Safety & Health Administration.

Section 6. The Company and the Union agree to comply with all federal, state and local laws relating to employment not specifically referred to herein.

Section 7. In the event any provision of this Agreement, or application thereof, is held to be invalid or illegal by any court or administrative body having appropriate jurisdiction, the remainder of the Agreement and the application of the remaining provisions shall remain in full force and effect. Within thirty (30) days, the Parties agree to commence negotiations for the purpose of reconciling the conflicting provision or Article.

ARTICLE 4 - CHECKOFF

The Company agrees that on an employee's written authorization and subject to the provisions of the Labor-Management Relations Act of 1947 and the amendments thereto, and the regulations issued thereunder, to deduct from the pay of such employee all regular monthly dues, initiation fees and/or uniform assessments required to be paid by the employee to the Union as directed by the employee on a signed authorization card.

The Union will assist the Company as necessary in the event and employee brings action against the Company as a result of its compliance with this Article.

DRIVE: The Employer agrees to deduct from the paycheck of all employees covered by this Agreement, voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number, and the amount deducted from the employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

ARTICLE 5 - SENIORITY

A. Newly hired employees shall be considered probationary and without seniority for their first ninety (90) calendar days of work. An employee's probationary period may be extended for not more than thirty (30) calendar days by mutual written agreement between the Company and the Union. During this probationary period, the Company shall be the sole judge of the employee's performance and may terminate the employee for any reason, with or without cause. An employee so terminated shall have no recourse of any kind against either the Employer or the Union or right to take any action under or pursuant to the grievance and arbitration procedure set forth in this Agreement.

Following the completion of the probationary period, such employees shall be awarded seniority retroactive to their most recent date of hire. Seniority is defined as an employee's length of continuous service commencing with their most recent date of employment and subject to the conditions set forth in this Agreement. A listing of employees in order of their seniority will be readily available to both employees and the Union.

As a condition of continued employment, all employees **hired prior to September 1, 2019** must have successfully completed a Department of Transportation physical; possess **and maintain** a minimum of a Class B, Commercial Driver's License **(CDL)** prior to the completion of their probationary period **and medical card**; and be certified to drive a commercial vehicle interstate. The probationary period for an employee **hired prior to September 1, 2019** who fails to comply with the aforementioned condition of employment may be extended for an additional thirty (30) calendar days by mutual written agreement between the Company and the Union. An employee **hired prior to September 1, 2019** who does not secure this required license by the completion of this extension will be terminated without recourse to the Grievance and Arbitration Procedure. **Once the employee has secured a CDL, he/she will be classified appropriately as either a Driver or a Stock Handler – CDL Holder.**

Employees hired on or after September 1, 2019 will not be required to possess and maintain a minimum of a valid Class B, Commercial Driver's License (CDL) and Department of Transportation (DOT) medical card. An employee who does not possess a CDL at the time of hire and declines the opportunity to receive CDL training will be classified as a Stock Handler – No CDL but will have the option, should the Company require additional CDL holders at a later time, to receive the training to secure such a license. A newly hired employee who later secures and maintains a valid CDL and medical card will be classified appropriately as a Driver or Stock Handler – CDL Holder and paid accordingly.

The Company will provide the employee with sufficient training and provide a vehicle for the test.

B. An employee shall be considered terminated and their seniority lost for any of the following reasons:
  1. discharge;
  2. voluntary quit, including retirement;
  3. failure to report for three (3) consecutive working days without notice to the Company or without providing the Company with an acceptable reason during said period;
  4. absence for any reason for a period of eighteen (18) consecutive months;
  5. failure to report to work from layoff within three (3) working days after receiving written notice of recall sent, return receipt requested, to the employee's address of record;
  6. failure to return to work following the expiration of an approved leave of absence;
  7. falsifying the reason for a leave of absence;
  8. loss, suspension, or revocation of Commercial Driver's License (CDL) due to convictions for traffic violations including those relating to substance abuse and vehicular accidents **while operating a Company owned or leased vehicle**.

C. Employees are required to advise the Company and Union of their current address and telephone number. The Company shall be entitled to rely on such information for the purpose of the administration of this Agreement.

D. In matters of layoff and recall, seniority will govern the selection provided the affected employee has the required license requirements and is immediately available.

E. Vacancies or newly created openings in the Working Foreperson classification shall not be subject to bid.

F. An employee who is absent from work due to illness or injury for a period of not more than eighteen (18) consecutive months shall, upon his or her return to work, be reinstated to the job he/she held prior to such absence, provided he or she is capable of performing the required work.

G. Not less than twice per calendar year, the Company will post an interest sheet for those employees eligible for the 40-hour guarantee to express their preference for job assignment (driver or warehouse), normal days off and, for drivers, their desired geographic delivery zone(s) and CDL requirements. The Company will honor employee's preferences based upon seniority, DOT compliance and ability to perform the work while ensuring that customer demand is met. This process shall not limit the Company's ability to operate its business in a efficient and cost effective manner.

Non-bid route preference will be honored based upon seniority, taking into consideration experience and knowledge of area, however management reserves the right to assign work based upon business needs.

To be assigned to the "Day Shift", a stock handler, hired on or after September 1, 2019, must possess a valid Commercial Driver's License (CDL A/B) and a medical card.

H. **In the event the Company determines it requires additional employees with a CDL(A/B), it** will provide the opportunity for an appropriate number of employees **who do not possess such a license,** by seniority, to receive **CDL(A/B)** operator's training. **In the event there are an insufficient number of such employees requesting CDL(A/B) training, the least senior employee(s) will be required to do so. In any event, the Company will determine the number of employees whom will be provided training.**

Such interested **or designated** employees will first execute the Company's Commercial Driver's License Training Loan Agreement (attached) and then take the state-administered written test at the Company's expense. Those successfully completing the written examination will proceed to the operator's training stage. An employee who fails to successfully complete the written examination may retest at their expense.

In the event the least senior employee(s) are unable to secure a medical card and/or CDL(A/B), such employee(s) will be assigned warehouse duties provided such work is available. However, if as a result of the inability of the least senior employee(s) to secure and maintain a CDL(A/B) and associated medical card, the Company is required to hire qualified CDL(A/B) drivers from the outside, nothing in this Agreement shall require the Company to employ more employees than necessary to perform the available work and, as such, those employees who were unable, for whatever reason, to secure the CDL(A/B) and medical card may be placed on layoff without regard to their seniority.

The Company will determine the method of training, including the facility, trainer and format, and will be responsible for the associated training costs. An employee who fails to secure their Commercial Driver's License (CDL **A/B**) on their initial permit period will be responsible for all retesting costs. An employee who does not successfully complete the operator's training must reimburse the Company for each of its expenditures associated with the individual's training.

An employee who secured their Commercial Driver's License **(CDL A/B)** by participating in the above training program and voluntarily terminates within one (1) year of completing such training must reimburse the Company for all expenses associated with the individual's training.

An employee who possessed a CDL **(A/B)** at the time of hire or one who was trained by the Company must continue to maintain a valid CDL **(A/B)** and may be required to operate such equipment at any time.

Other than those employees referenced above, an employee who holds a CDL **(A/B)** but has not operated a **commercial vehicle** for some period of time will not be required to operate the equipment without proper re-training.

I. Drivers, regardless of their date of hire, are required to report all moving citations to their supervisor within seven (7) calendar days of conviction except that all convictions resulting in the loss, suspension and/or revocation of the employee's CDL (A/B) and/or driving privileges must be reported before the end of the business day following the day the employee was notified of the loss, suspension or revocation. A driver who fails to advise the Company in the prescribed time frame may be subject to disciplinary action.

ARTICLE 6 - SHOP STEWARD

A. The Union shall have the right to select and appoint a Steward from among the employees covered by this Agreement whose duties shall be to see that members of the Union and the company live up to the provisions of this Agreement and the rules of the Union. The Steward shall not have the right to call, or cause to be called, strikes or work stoppages of any kind whatsoever, nor shall he or she have authority to alter, amend, violate or otherwise change any provision of this Agreement.

B. The Company shall recognize the Steward as a representative of the Union locally, and shall notify him or her prior to layoffs or other changes affecting the work status of employees covered by this Agreement.

C. The duly appointed Steward shall have top seniority for the purpose of avoiding layoffs only, provided, however, in the exercise thereof he or she must be qualified to do the available work.

ARTICLE 7 - GRIEVANCE & ARBITRATION PROCEDURE

A. Grievances shall consist of disputes or disagreements concerning the interpretation and application of the provisions of this Agreement. Such issues shall first be discussed between the employee and the Shop Steward and the Branch Manager. Upon failure to reach an amicable adjustment within five (5) working days of the occurrence of the grievance, it shall be reduced to writing by the aggrieved party and submitted to the other party.

B. The matter shall then be immediately discussed between the Union Business Representative and the Branch Manager or such other representative designated by the Company for the purpose.

C. If the Union Business Representative and the Branch Manager or other designated Company representative are unable to reach an amicable adjustment within ten (10) working days, the dispute may be submitted to arbitration as herein provided.

D. The parties shall make every effort to select a mutually acceptable arbitrator. Upon failure to do so, the parties shall request the Federal Mediation and Conciliation Service to submit a panel of seven (7) suggested arbitrators from which the selection will be made. The party processing the grievance to arbitration shall first strike two (2) names from the suggested list. The party defending the grievance shall strike two (2) names from the list. The name remaining on the list shall be appointed the arbitrator to hear and decide on the grievance.

E. The arbitrator shall not be empowered to modify, add to, subtract from or otherwise alter the provisions of this Agreement. His decision shall, in all respects, be final and binding.

F. The fee of the arbitrator will be shared equally by the Company and the Union. All other expenses shall be borne by the party incurring them.

G. It is agreed between the parties hereto that there will be no concerted failure to report to work, cessation or interruption of work slowdown, strike, picketing, or lockout during the term of this Agreement except that if either party shall fail to abide by the decision of the arbitrator, after receipt of such decision, then the other party shall not be bound by this provision.

H. In addition to employees' rights hereunder, both the Union and the Company shall have the right to initiate grievances for adjustment under this Article.

I. To be considered timely, any grievance must be initiated within seven (7) calendar days of the event of the alleged contractual violation or the date the Union had knowledge of the incident that gave rise to the discipline. Any grievance that is not initiated in a timely manner or not appealed to the next step within the specified time limits or extension of time limits will be considered resolved on the basis of the Company's last response. By mutual agreement and for good cause, reasonable extensions of time will be given either party, in writing, at any step of the grievance and arbitration procedure.

ARTICLE 8 - DISCHARGE

The Company may discharge seniority employees for just cause.

Excluding periods of absence of the employee and the availability of the appropriate Union official, discipline will normally be administered within seven (7) calendar days of the event or the date the Company had knowledge of the incident that gave rise to the discipline. In determining the appropriate level of disciplinary action, the Company will not make use of any record of previous discipline which occurred twelve (12) or more months prior to the current event. By mutual agreement and for good cause, reasonable extensions of time will be given the Company by the Union with respect to the period required for administering discipline.

ARTICLE 9 - PICKET LINE

It shall not be considered a violation of this Agreement for employees to refuse to deliver to, or pick up from, a place of business at which a lawful primary strike or picket line is in progress, not informational pickets.

ARTICLE 10 - HOURS

A. The normal workweek for regular, seniority bargaining unit employees will consist of either four (4) or five (5) days.

B. In the event that the Company operates an alternative work schedule other than a traditional Monday through Friday, 5x8 format, such schedules will be offered to employees in the order of their seniority by classification. In the event there are an insufficient number of volunteers to fill the available schedules, the least senior, qualified employees will be assigned and required to perform the assignment. It is understood that not more than fifty (50%) of the regular, seniority bargaining unit employees hired prior to January 1, 2008 will be required to work a 4X10 schedule.

Not more than ten (10) least senior, regular seniority bargaining unit employees hired prior to January 1, 2008 will be required to work a schedule where Saturday is a regular day of work; however, not more than the six (6) of those ten (10) least senior regular, seniority bargaining unit employees may have dates of hire prior to July 1, 2004. For example, assume that six (6) regular seniority employees were hired after July 1, 2004. In this example the four (4) least senior employees hired prior to July 1, 2004, plus the six (6) regular, seniority employees hired after July 1, 2004, would compromise the combined total of ten (10) employees hired prior to January 1, 2008 who could be required to work a schedule where Saturday is a regular day of work. Employees hired on or after January 1, 2008 may be assigned to any work schedule. Alternative workweek schedules will be posted for bid not less than twice per year unless both parties mutually agree to post it annually.

Should the Company choose to replace an employee assigned to the alternative work week when he/she is out for a week or longer due to vacation or any other reason (i.e., occupational injury, disability, etc.), the least senior, qualified employee will be assigned to the alternative work week until the regularly assigned employee returns to work.

C. Employees, except those referenced in Section E below, who are asked to report and do report for work shall receive a minimum of eight (8) hours of work or pay in lieu of work. In the event the employee fails to work all scheduled hours, or for Acts of God, then the employee shall be paid for actual hours worked.

D. All regular, seniority employees, except those referenced in Section E below, who are scheduled to report and do report as scheduled and work all required hours on each day of their assigned workweek will receive forty (40) hours work or pay in lieu of work during a Sunday through Saturday payroll week unless the employee is absent for personal reasons or Acts of God.

In the event the employee is temporarily assigned to work in a lower classification to complete the minimum of eight (8) hours work for that day, said employees shall receive the rate for their own classification for all hours worked on that day. In the event of failure on the employee's part to report for work, or for any cause beyond the Employer's control, then the employee shall be paid for actual hours worked.

E. All probationary employees regardless of when hired will not be eligible for the above daily or weekly minimum guarantee of hours. In addition, the least senior (bottom) twenty percent (20%) of the active seniority roster (rounded up to the nearest whole number) will not be eligible for the above daily or weekly minimum guarantee of hours of work or pay in lieu of work; however, these employees will be entitled to all contractual benefits set forth in this Agreement.

F. Employees will be paid one and one-half times (1.5X) their straight time hourly classification rate for all hours worked in excess of forty (40) during a payroll week.

Provided an employee who is eligible for the guarantee of forty (40) hours work or pay in lieu of work in a payroll week has worked or been compensated by the Company for all available hours during that payroll week, employees assigned to a 5X8, Monday through Friday schedule will be paid one and one-half times (1.5X) their applicable straight-time hourly rate for all hours worked on Saturday. Provided an employee who is eligible for the guarantee of forty (40) hours work or pay in lieu of work in a payroll week has worked or been compensated by the Company for all available hours during that payroll week, employees assigned to a 5X8, Tuesday through Saturday schedule will be paid one and one-half times (1.5X) their applicable straight-time hourly rate for all hours worked on Monday.

Provided an employee who is eligible for the guarantee of forty (40) hours work or pay in lieu of work in a payroll week has worked or been compensated by the Company for all available hours during that payroll week, employees assigned to a 4X10 schedule will be paid one and one-half times (1.5X) their applicable straight-time hourly rate for all hours worked on their fifth (5^{th}) and/or sixth (6^{th}) day of actual work in a payroll work.

Employees will be paid two times (2X) their straight-time hourly rate for all hours worked on Sunday. Designated holidays, personal holidays and vacation days that fall during the employee's regular workweek shall be considered as hours worked for the purpose of overtime computation.

G. Drivers shall have a one-half (1/2) hour unpaid lunch period each day which shall not be included in working hours but scheduled as close to mid-shift as possible. The duration of the unpaid lunch period for Working Foreperson and Stock Handlers shall be as agreed upon between the Company and employees involved.

H. The standard Monday through Friday workweek will normally be scheduled during holiday weeks. In the event a holiday falls on a day during a 5X8 alternative work week in which an employee is not scheduled to work (i.e. Monday), he/she will receive an additional eight (8) hours of pay at straight time. Excluding the Thanksgiving and Christmas holiday periods, the Company will allow the employee to use the holiday as a Personal Holiday in lieu of the additional eight (8) hours of pay at straight time. In the event a holiday falls on a day during a 4X10 alternative work week in which an employee is not scheduled to work (i.e. Monday), he/she will receive an additional ten (10) hours of pay at straight time. Excluding the Thanksgiving and Christmas holiday periods, the Company will allow the employee to use the holiday as a Personal Holiday in lieu of the additional ten (10) hours of pay at straight time. It is understood that days observed in lieu of a holiday must be scheduled in the same manner as Personal Holidays.

I. In any event, there shall be no pyramiding of premium payments or duplication of hours for the purpose of overtime computation under this Agreement.

J. Stock Handler shall receive the Driver's classification rate for time worked as a Driver, provided he/she worked four (4) or five (5) or more hours as a Driver in a day, he or she shall receive the Driver's classification rate for a minimum of eight (8) or ten (10) hours on such day depending upon their work schedule.

K. A driver who works in the warehouse will not have his/her hourly rate reduced.

ARTICLE 11 – WAGES

A. The classifications covered by this Agreement and corresponding straight-time hourly rates of pay and effective dates for employees who have completed eighteen (18) months or more of employment are as follows:

Classification	Effective 09-01-19	Effective 09-01-20	Effective 09-01-21	Effective 09-01-22	Effective 09-01-23
Lead Working Foreperson	**$28.00**	**$28.80**	**$29.55**	**$30.30**	**$31.05**
Working Foreperson	**$27.50**	**$28.30**	**$29.05**	**$29.80**	**$30.55**
Drivers	**$27.00**	**$27.80**	**$28.55**	**$29.30**	**$30.05**
Stock Handler - **CDL Holder**	**$26.55**	**$27.25**	**$28.00**	**$28.75**	**$29.50**
Stock Handler – No CDL	**$23.55**	**$24.25**	**$25.00**	**$25.75**	**$26.50**
Utility	**$20.10**	**$20.80**	**$21.55**	**$22.30**	**$23.05**

Employees with less than eighteen (18) months of continuous service with the Company will be paid in accordance with the following schedule:

- During their first six (6) months of continuous service, $3.00 per hour less than the applicable classification straight-time hourly rate set forth in the above schedule.
- During their second six (6) months of continuous service, $2.00 per hour less than the applicable classification straight-time hourly rate set forth in the above schedule.
- During their third six (6) months of continuous service, $1.00 per hour less than the applicable classification straight-time hourly rate set forth in the above schedule.
- Upon the completion of eighteen (18) months of continuous service, the applicable classification straight-time hourly rate set forth in the above schedule.

B. Effective September 1, 2004, Working Forepersons and Stock Handlers will be paid a night work premium of twenty-five cents ($0.25) per hour for all hours worked between 6 p.m. and 6 a.m., provided, however, if four (4) or more hours are worked between 6 p.m. and 6 a.m. the employee shall receive said night work premium for all hours worked on that shift.

C. A Stock Handler will be paid the appropriate Driver's classification rate for all time worked as a Driver. However, if he/she works four (4) or more hours in a day as a Driver, he/she will be paid the appropriate Driver's classification rate for a minimum of eight (8) hours for that day.

D. A Stock Handler, who works 50% or more of their base average hours in a calendar year in the Driver classification, will receive vacation/holiday pay in the following year, based on the Driver job classification rate.

E. For those work assignments which requires a Class A, Commercial Driver's License (CDL), the driver will be paid an additional fifty-cents ($0.50) per hour for each trailer.

For those delivery assignments in the Borough of the Bronx, the driver will be paid an additional two dollars ($2.00) per hour. To be eligible for this increased hourly rate, the route must contain at least three (3) stops located in the Borough of the Bronx.

F. The Company may employ a maximum of **four (4) Part-Time Utility employees** who will be paid **in accordance with the wage schedule set forth in Section A above** but will not be eligible for any benefits and will not work "shut down" holidays. However, a **Part-Time Utility employee** who works during a holiday week will receive four (4) hours holiday pay. **Utility employees will be assigned to a variety of non-operational duties including sanitation/janitorial, painting and damage processing.**

G. It is understood and agreed that any absences from work of any employee who is hired on or after March 23, 1972 other than those absences due to vacation, holiday, funeral leave, and jury duty, as stipulated in the Agreement, shall not be paid, except that the Company will make a contribution to the Industry and Local #338 Welfare Plan on behalf of an employee who works at least one (1) hour in a given week..

H. All reimbursements, ie., meal allowance, back pay, etc., of less than $150.00 will be made during the regular pay cycle. Reimbursements of $150.00 or more will be made "off-cycle".

I. The pay statements for employees being paid via electronic funds transfer (direct deposit) will be "delivered" electronically to the Branch and the employee will have access to a "kiosk" from which the document can be printed. Effective January 1, 2017, all employees will be paid via electronic funds transfer.

J. The Employer shall continue to make reasonable provisions for the safety of its employees shall be required to abide by the safety rules and regulations established by the Employer as well as those established by any federal, state and local body of appropriate jurisdiction. As such, the Company may require employees to wear certain personal protection equipment to ensure their safety and welfare. All employees will participate in the Company's safety shoe program and will be provided with an annual allowance of up to $120.00 per calendar year plus an additional allowance of $120.00 in the event replacement are necessary that year.

ARTICLE 12 – HOLIDAYS

A. The following shall be observed as designated holidays:

New Year's Day	Independence Day	Thanksgiving Day and the day after Thanksgiving
Memorial Day	Labor Day	Christmas Day

Employees who have completed their probationary period as of January 1st of any calendar year will be eligible for six (6) Personal Holidays during that calendar year. Upon completion of their probationary period, employees hired after the date of ratification will receive a pro-rated Personal Holiday allowance for the balance of their first calendar year of employment in accordance with the following schedule:

Month During Which Holiday Pay Eligibility Requirements are Met	Pro-rated Personal Holiday Eligibility During the Calendar Year
January or February	Five (5) Days
March or April	Four (4) Days
May or June	Three (3) Days
July or August	Two (2) Days
September or October	One (1) Day
November or December	Not Eligible

The following shall apply to Personal Holidays:

- Personal holidays may be taken consecutively;
- Employee may utilize (5) days consecutively to comprise an additional full vacation week;
- Personal Holiday requests made during the vacation scheduling process will be granted on a strict seniority basis;
- Personal holiday requests made outside the normal vacation scheduling process must be submitted at least twenty-four (24) hours prior to the date requested and by the end of normal business on the day in which such a properly requested Personal Holiday is made and in conformance with the conditions set forth herein, the senior employee making such a request will be advised that it can be scheduled as requested;
- Personal Holiday requests outside the vacation scheduling process are awarded on a "first come, first serve" basis except that if two (2) or more employees request the identical day on the same day, the most senior employee making the request will be awarded the Personal Holiday;
- Except during the week prior to a Monday or Tuesday holiday; the week in which a holiday occurs during the period Wednesday –Sunday; and/or, the week of "Financial Quarter Close" (when "quarter close occurs" on a Monday or Tuesday, the week of "quarter close" shall be considered as the previous week), one (1) employee will be permitted to be scheduled off on Personal Holidays each day; **however, effective January 1, 2020, except during the week prior to a Monday or Tuesday holiday and the week in which a holiday occurs during the period Wednesday–Sunday, one (1) employee will be permitted to be scheduled off on Personal Holidays each day;**
- Personal holidays must be taken in the current calendar year and may not be carried over into the following calendar year;

- An employee who has not utilized their entire annual personal holiday allowance by December 1st of any year will receive eight (8) hours pay at their applicable straight-time hourly rate in lieu of observing the unused day;
- An employee who is asked to work on an approved personal holiday will be paid one and one-half times (1.5X) their straight-time hourly rate for all hours worked that day plus eight (8) or ten (10) hours pay in lieu of the personal holiday, depending upon the employee's work schedule; and,
- Employees who wish to take five (5) personal holidays as an additional full week of vacation must submit the request at the time of normal vacation scheduling.
- An employee whose employment is terminated for any reason shall be compensated for any unused annual personal holidays**; however, an employee with less than one (1) year of service at the time of their termination will only be eligible for a pro-rated portion of their personal holiday allowance based upon the number of months worked during the calendar year in which the termination occurs**.

B. To be eligible for holiday pay, an employee must have completed their probationary period**, be on the active payroll during** the week in which the holiday falls, **work their entire last scheduled working day immediately prior to the observed holiday and their entire first scheduled working day immediately following the observed holiday**; however, despite such requirement, if an employee is absent from work during the week prior to the holiday and/or the week of the holiday due to a bona fide illness or disability (for which the Company may require a doctor's certificate), which illness of disability began during the week before and/or the week of the holiday he or she shall receive pay for such holiday.

Eligible employees assigned to a 5X8 work schedule will receive eight (8) hours holiday pay at their applicable straight-time rate. Eligible employees assigned to a 4X10 work schedule will receive ten (10) hours holiday pay at their applicable straight-time rate.

For employees whose regular workweek falls during the period Monday through Friday, a designated holiday that falls on either Saturday or Sunday will be observed on the following Monday.

For employees whose regular workweek falls during the period Tuesday through Saturday, a designated holiday that falls on Saturday will be observed on the day it actually occurs. For employees whose regular workweek falls during the period Tuesday through Saturday, a designated holiday that falls on Sunday will be observed on the following Tuesday.

C. An employee who is asked to report for work on a designated holiday and does report at their scheduled time will receive a minimum of four (4) hours' work or pay in lieu of work at one and one-half times (1.5X) their straight time hourly classification rate. Employees who perform such work and who are eligible for holiday pay under the provisions of this Article, shall receive the holiday pay in addition to pay for time worked.

D. Employees who are on vacation during a week in which a designated holiday falls shall have the option of either scheduling another mutually agreed upon day within the calendar year or being paid an additional eight (8) hours pay if assigned to a 5X8 schedule or ten (10) hours pay if assigned to a 4X10 schedule in lieu of the designated holiday.

ARTICLE 13 - VACATIONS

A. Employees shall receive an annual vacation allowance based upon their length of continuous service with the Company in accordance with the following schedule:

Length of Service	Duration of Vacation
One but less than three years	One (1) week
Three but less than five years	Two (2) weeks
Five but less than twelve years	Three (3) weeks
Twelve but less than Twenty years	Four (4) weeks
Twenty but less than thirty years	Five (5) weeks
Thirty years or more	Six (6) weeks

The vacation year is based upon a calendar year. In those vacation years in which an employee's continuous service progresses to an incremental level which entitles him/her to an additional week of vacation allowance, the employee will be eligible for such additional week of vacation allowance when he reaches his anniversary date in that vacation year. For example, an employee would attain five (5) years of service on July 1st and therefore eligible for a third (3rd) week of vacation during that calendar year. During the scheduling process for that vacation year, the employee could schedule two (2) weeks of for anytime during that calendar year and the third (3rd) week for any time after July 1st of that year. On January 1st of the following year, the employee may schedule their entire three (3) week allowance for any time during the year.

The Company will permit not less than two (2) employees to take vacation during any week of the calendar year except that only one (1) employee may schedule vacation during the week prior to a Monday or Tuesday holiday; a week in which a designated holiday falls during the period Wednesday–Sunday; and those referred to as "Financial Quarter close" (when "quarter close occurs" on a Monday or Tuesday, the week of "quarter close" shall be considered as the previous week). However, no vacations may be scheduled during Thanksgiving week and after December 15th of any year. It is understood, however, that the Company will provide for sufficient vacation relief persons to facilitate vacation scheduling.

Employees will undertake the vacation selection process in seniority order and will be allowed to schedule their entire vacation allowance in their first (1st) round pick. Commencing on or about November 15th of any year, employees, in seniority order, will be given a maximum of three (3) days to select their vacation schedule for the following year. An employee who fails to schedule their vacation at their appointed time will forfeit their right of selection by seniority. An employee who is absent during the vacation scheduling process may designate the Steward to make the selection in his stead.

Vacation weeks and/or personal holidays that "come open" after the initial selection process will be posted for bid for three (3) regular working days and awarded by seniority. Not more than three (3) postings relating to an initial "open vacation week" will be offered employees.

Effective January 1, 2020, the Company will permit not less than three (3) employees to take vacation during any week of the calendar year except that only one (1) employee may schedule vacation during the week prior to a Monday or Tuesday holiday and a week in which a designated holiday falls during the period Wednesday–Sunday. However, no vacations may be scheduled during Thanksgiving week and after December 15th of any year. It is understood, however, that the Company will provide for sufficient vacation relief persons to facilitate vacation scheduling.

B. An employee's vacation allowance during any vacation year is for vacation earned in the previous calendar year. To qualify for their entire vacation allowance in any vacation year, an employee must have worked not less than ninety (90) days in the previous calendar year. An otherwise eligible employee who worked less than ninety (90) days in the previous calendar year will be entitled to a pro-rated vacation allowance in accordance with the following schedule:

Time Worked	Vacation Eligibility
90 working days or more	100% of vacation allowance
60 – 89 working days	75% of vacation allowance
30 – 59 working days	25% of vacation allowance
29 working days or less	No allowance

Time off for vacation, holidays, special absence, jury duty, or due to a compensable on-the-job accident will be considered as hours worked for purposes of vacation eligibility.

C. Employees shall receive forty (40) hours pay at their applicable straight-time hourly classification rate for each week of vacation allowance.

D. An employee, entitled to three (3) or more full weeks of vacation allowance and who has taken at least two (2) weeks of vacation in that year, may opt to receive compensation for any and/or all of their remaining annual vacation allowance in lieu of actual vacation time. Such election must be made by written request not later than November 1st of any calendar year. If no election is made, the employee will receive the "pay in lieu of" option.

Employees who due to any disability are unable to utilize their full vacation allowance in the current vacation year will be reimbursed for their unused portion upon their return to active duty.

ARTICLE 14 - HEALTH & WELFARE

The Company will continue to participate in and contribute to the Union Industry and Local #338 Welfare Trust Fund. During the term of this Agreement, the Company's contribution on behalf of each bargaining unit employee will not exceed the amounts set forth in the following schedule:

Effective Date	**Maximum Contribution**
September 1, 2019	**$7.37 per hour to a maximum of $294.80 per week**
September 1, 2020	**$7.40 per hour to a maximum of $296.00 per week**
September 1, 2021	**$7.40 per hour to a maximum of $296.00 per week**
September 1, 2022	**up to $7.40 per hour to a maximum of $296.00 per week**
September 1, 2023	**up to $7.40 per hour to a maximum of $296.00 per week**

The Fund will provide the Company with a minimum of sixty (60) days advance written notice of the effective date of such an increase.

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

In the event contributions in excess of those referenced above are required by the Fund to maintain plan benefits, those monies will be deducted from the paychecks of employees on a pre-tax basis **provided such pre-tax contributions are permissible under IRS regulations otherwise on a post-tax basis**. This provision shall be considered as authorization in the event those deductions are required.

At any time during the term of this Agreement, the employees may, by majority vote, elect to change to a different Teamster-sponsored health & welfare plan of equal or lesser cost than the cost in effect at the time the change is made. In the event the new plan costs less than the Company's contractual maximum, the Company shall only be obligated to contribute the actual lesser cost. In any event, the Company's contractual shall not exceed its contractual maximum. The Union will give the Company not less than thirty (30) calendar days advance written notice of the intent to change plans.

ARTICLE 15 – PENSION

A. Pension

Effective September 1, 2001, employees covered by this Agreement will no longer participate in or accrue retirement benefits under the Plan for Pensions of Nabisco, Inc.

Effective September 1, 2001, employees covered by this Agreement **and hired prior to January 1, 2020,** will participate in The Mondelēz Global LLC Hourly Retirement Plan (formerly the Nabisco Flat Dollar Plan and the Kraft Foods North America, Inc., Hourly Retirement Plan) on a "retrospective" (all years of service) basis with a monthly benefit multiplier(s) of $55.00 per year of credited service. For retirements effective on or after January 1, 2007, the "retrospective" (all years of service) multiplier will be increased to $60.00 per year of credited service. For retirements effective on or after January 1, 2014, the "retrospective" (all years of service) multiplier will be increased to $65.00 per year of credited service. For retirements effective on or after January 1, 2017, the "retrospective" (all years of service) multiplier will be increased to $69.00 per year of credited service. **For retirements effective on or after January 1, 2020, the "retrospective" (all years of service) multiplier will be increased to $73.00 per year of credited service.**

Under the terms of The Mondelēz Global LLC Hourly Retirement Plan (formerly the Nabisco Flat Dollar Plan and the Kraft Foods North America, Inc., Hourly Retirement Plan), there is no Social Security offset. Further, the Summary Plan Description of the Plan shall govern all applications.

On October 1, 2012, Kraft Foods, Inc. became two (2) separate and independent operating companies. The North American grocery business became the Kraft Foods Group, Inc. The global snacks and confectionary business became Mondelēz International LLC and its US operating subsidiary is named Mondelēz Global LLC. Effective with the transaction, the pension plan has been renamed to The Mondelēz Global LLC Hourly Retirement Plan. No other material changes were made to the Plan.

Employees hired on or after January 1, 2020 shall not be eligible to participate in the above referenced Mondelēz Global LLC Hourly Retirement Plan(s), formerly known either as the Nabisco Plan for Pensions and/or the Kraft Foods Global, Inc., Hourly Retirement Plan, described above; however, after meeting the eligibility requirements, they will automatically receive a basic Enhanced TIP contribution to the 401(k) Plan.

B. 401(k)

Eligible employees will be eligible to participate in a 401K Plan under the terms and conditions of said Plan.

Employees hired on or after January 1, 2020 will automatically receive a basic contribution to the 401(k) Plan equal to three percent (3%) of their eligible pay starting the date they are eligible to participate in said 401(k) Plan. Such contributions will be in addition to the Company's matching contribution referenced below.

Employees**, regardless of their date of hire,** may contribute a maximum of sixteen percent (16%) of eligible earnings and the Company will provide a twenty-five percent (25%) match of employee contributions, up to the first six percent (6%) of eligible contributions.

Effective January 1, 2020, the Company will provide a fifty percent (50%) match of employee contributions, up to the first six percent (6%) of eligible contributions. For example, beginning January 1, 2020, if an employee's eligible pay was $50,000 in a given calendar year and the employee contributed $3,000 during that calendar year, the Company's matching contribution be $1,500 during that calendar year.

For example, an employee, hired on or after January 1, 2020, has $50,000 of eligible annual pay beginning January 1, 2020, Company's basic 3% TIP contribution would be ($1,500). Additionally, assuming the employee contributes 6% of eligible annual pay ($3,000), the Company's matching contribution (50% of the first 6%) would be $1,500. In this example, a total of $6,000 ($3000 from the Company and $3000 by the employee) would be invested in the employee's 401(k) account during that calendar year.

Regular employees hired on or after January 1, 2020 will be enrolled in the plan upon the completion of six (6) months of service; however, part-time employees must have completed six (6) months and have worked five hundred (500) to be eligible for enrollment. All employees will be automatically enrolled at a two percent (2%) of eligible pay contribution level with an annual escalation of an additional one percent (1%) of eligible pay until reaching a six percent (6%) of eligible pay contribution level; however, at any time after reaching enrollment eligibility status, the employee can contribute an amount higher than two percent (2%) of eligible pay, up to a maximum of sixteen percent (16%) of eligible pay.

The Summary Plan Description of the Plan shall govern all applications.

ARTICLE 16 - FUNERAL LEAVE

In the event of death in an employee's immediate family (employee's parents, spouse, children, grandchild, brothers, sisters, father-in-law or mother-in-law), the employee shall be entitled to be absent from work for a period up to but not more than three (3) regular working days, when such absence is necessary to make arrangements for and attend the funeral.

In the event of death of an employee's grandparent, the employee shall be entitled to be absent from work not more than one (1) regular working day to attend the funeral service. During such absence, the employee shall be compensated at his or her straight-time hourly classification rate for such regular working time lost. Such absentee compensation shall not include pay for lost overtime, vacation time or premium pay. It shall include paid holiday pay.

ARTICLE 17 - JURY DUTY

A. The Company agrees to pay a full day's pay at straight-time hourly rate for each day an employee is required to serve and does serve on any jury, provided his or her department is scheduled to work on the day or days actually served on the jury. The employee, however, will be required to turn in to the Company the jury duty fees in order to receive compensation as herein provided.

B. New employees must have been employed for sixty (60) days worked or more in order to qualify for jury duty pay, and need qualify only once.

ARTICLE 18 - UNION VISITATION

The Business Representative of the Union shall be permitted to enter the Company's premises, when necessary to interview members of the Union on Union business. He will not interfere with operations or progress of work.

ARTICLE 19 – LABOR - MANAGEMENT COMMITTEE

The Company and Union mutually agree to implement a joint Labor/Management Committee to be made up of two Union and two Management designees. This committee will meet at least three (3) times per year (based upon availability of both parties) to enhance communications and identify relevant issues.

ARTICLE 20 – MANANGEMENT RIGHTS

The Employer shall have the right to manage the business and direct the workforce and to exercise all inherent management rights not in violation of the specific terms of this agreement. The Company agrees to discuss changes regarding the mode of delivery with the union.

The Company agrees to discuss potential work schedules not specifically referred to in this Agreement and changes regarding the mode of delivery with the Union.

ARTICLE 21 - SEVERANCE

All regular, full-time employees on the active payroll on the date of the closure of the Newburgh customer logistics branch whose employment will be terminated as a result of the closure will receive a severance payment based upon their length of service with the Company and in accordance with the following schedule. Employees off from work due to illness, injury, or leave of absence who would normally have returned to work receive the same consideration as those actively employed. Persons off from work who are not expected to return do not receive severance pay.

The severance allowance schedule is as follows:

Less than 12 months of service.................................1 week's pay
12 months but less than 36 months of service............2 week's pay
36 months but less than 48 months of service............3 week's pay
48 months but less than 60 months of service............4 week's pay
60 months or more of service......................................5 week's pay

An employee will receive forty (40) hours pay at their applicable straight-time hourly rate for each week of severance allowance.

ARTICLE 22 – DURATION OF AGREEMENT

THIS AGREEMENT shall become effective **September 1, 2019** and shall remain in full force and effect through **August 31, 2024** and thereafter from year to year, except either party may terminate this Agreement on **August 31, 2024**, or any subsequent annual expiration date, by giving appropriate written notice to the other party sixty (60) days prior to said date.

SPACE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this ______ day of ___________________ 2019.

FOR TEAMSTERS LOCAL UNION #445, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS	**MONDELEZ GLOBAL, LLC CUSTOMER LOGISTICS NEWBURGH-MONTGOMERY, NY**
________________________________ Barry Russell Secretary-Treasurer and Principal Officer	________________________________ Stuart A. McCall Labor Relations
________________________________ Dan Maldanado Business Agent	I

APPENDIX 1 - SUBSTANCE ABUSE POLICY

POLICY:

Mondelez Global, LLC recognizes the problem of drug and alcohol abuse in society, while also realizing that drug and alcohol dependency can be treated and controlled. Mondelez Global, LLC is committed to providing a safe work environment, one that is free of drug and alcohol abuse, for all of its employees. We expect our employees to recognize this commitment and understand that remaining "drug-free" is a condition of continued employment. The purpose of this policy is to provide a work environment that prevents drug and alcohol abuse and to offer assistance to employees who voluntarily come forward seeking help with a substance abuse problem prior to the occurrence of a violation of this policy.

GENERAL PROVISIONS:

A. Employee Assistance

Mondelez Global, LLC offers assistance to all employees for the treatment of drug and alcohol abuse through employee assistance programs (EAP) authorized by the Company for this purpose. Employees are encouraged to voluntarily acknowledge a problem and to undertake a treatment program before any incident occurs under this policy which could lead to disciplinary action. If no other Company policies are violated, employees who successfully complete the program will not place their jobs in jeopardy. Employees who violate any provisions of this policy before requesting help through an employee assistance program will be subject to disciplinary action, up to and including discharge.

B. Definitions

"Drugs" or "controlled substance" as used in this policy refers to alcoholic beverages and any substance or narcotic taken or possessed not under the supervision of a licensed health care professional including, but not limited to, marijuana, cocaine, crack, PCP, heroin, hallucinogens, amphetamines, depressants and barbiturates. It also includes prescription and over-the-counter medications that are being used illegally, or other than as prescribed, and inhalants, such as glue and nitrous oxide.

C. Use, Sale and Possession

In keeping with Mondelez Global, LLC's objective of a work place that is free of drug-and-alcohol abuse, employees will be subject to disciplinary action, up to and including discharge, for violations of the following rules:

1. Using, selling, offering to sell, manufacturing, distributing or possessing drugs or controlled substances while on the job or on Company-owned or leased property (including vehicles). Any illegal substances found on Mondelez Global, LLC property, including Company-owned or leased vehicles, will be turned over to the appropriate law enforcement agency and may result in criminal prosecution.
2. Using, selling, distributing or possessing alcohol on any Company-owned or leased property (including vehicles), unless specifically authorized by a senior Mondelez Global, LLC manager.
3. Working while under the influence of alcohol or with a detectable level of prohibited drugs in one's system.
4. Using prohibited drugs off the job if the off-duty use results in the presence of a detectable level of such drugs in the employee's system after an employee reports for work. It will also be considered a violation of this policy if an employee tests positive for prohibited drugs on any drug test that is administered pursuant to applicable government regulations (e.g., DOT physical exams) even if such test is taken on an employee's day off. In addition, a conviction for off-the-job drug activity may be considered a violation of this policy. In deciding what action to take for convictions, Mondelez Global, LLC may consider factors such as the nature of the charges and the effect the employee's actions may have upon customers, other employees, the public, or Mondelez Global, LLC's reputation and image.

D. Searches

Mondelez Global, LLC reserves the right to conduct searches of employee lockers, desks, vehicles or personal effects such as purses, packages, brief cases and lunch boxes on company-owned or leased property, including company-owned or leased vehicles. Searches will be witnessed by the Shop Steward or his designee and undertaken due to reasonable cause. Examples of circumstances where reasonable cause exists include the observance of drug paraphernalia; the smell of alcohol on an employee's breath; slurred speech; incoherent actions; etc. It is understood that this listing is not all inclusive but rather examples of conditions that give rise to reasonable cause.

E. Use of Prescription Medicine

Employees who are undergoing prescribed medical treatment using prescription or over-the-counter drugs are responsible for being aware of any potential effect such drugs may have on their judgment and ability to perform their duties and to report such use to their supervisor or the Human Resources department prior to beginning work. This information will be handled on a confidential basis. A determination will be made if the employee's assignment is temporarily affected; the employee's job, however, will be not jeopardized. Failure of an employee to report medical treatment as required may subject the employee to disciplinary action, up to and including discharge. Employees who fail a drug or alcohol test given under this policy without having previously notified the Company of their use of medicines that could adversely affect their ability to safely perform their job are subject to disciplinary action, up to and including discharge.

F. Substance Testing

Employees and applicants for employment will be required to submit to substance testing to determine the presence of drugs or alcohol within their systems. Mondelez Global, LLC shall have the right to determine the appropriate method of testing, which may include, but is not limited to, urine, breath, blood, saliva, hair follicle tests, or any other recognized means of substance testing.

Testing for drugs, controlled substances and alcohol will be required under the following circumstances:

1. Pre-employment drug testing as part of the employment process. A test will be required for all final applicants, and applicants who test positive will not be employed. This includes all employment and re-employment, whether for temporary, part-time, or regular full-time positions.

2. After the following type of accidents:

    a. Reportable Injuries
    Testing is required after a reportable injury. A reportable injury is one that involves medical treatment (other than first aid), a loss of consciousness, restriction of work or motion, requires transfer to another job, or results in lost time.

    b. Vehicle Accidents
    This section of the policy applies to drivers of any Company-owned or leased car, truck or powered piece of equipment, such as forklifts. It also applies to anyone receiving a car allowance for a leased or rented vehicle, which is used for Company business. Testing will be required after accidents whether or not the driver was injured and whether or not a ticket was issued to the driver. See the Mondelez Global, LLC Sales Motor Vehicle Policy for complete policy guidance applicable to employees who drive company or other vehicles as part of their jobs.

    c. Property Damage
    Testing is required after accidents that cause damage to Company property, leased property, and employee or customer property, including, but not limited to, product, physical plant and vehicles.

3. On an unannounced and random basis, except where random testing is not permitted by applicable state law, for employees in specific, pre-designated safety sensitive jobs. These are jobs where even a slight loss of judgment or motor skills could, in the Company's opinion, cause serious injury to employees and the public, or damage to Company property. Employees who are in safety sensitive jobs will be notified of this designation and the testing procedures required by this policy will be explained to them.

4. Employees may be required to submit to an alcohol and/or drug test if the Company has reasonable suspicion to believe that an employee possesses or is using or has used alcohol or prohibited drugs in violation of this policy. The decision to request a test will be made on factors including, but not limited to, an employee's speech, appearance, motor skills, smell or performance of job duties, or an admission. A drug-related arrest or conviction will be considered reasonable suspicion under this section, as will the possession of drug paraphernalia on Company-owned or leased premises.

5. Employees may be asked to submit to an alcohol and/or drug test upon return to work following a layoff or leave of absence lasting 90 days or more.

Employees will be subject to drug testing as may be required by federal, state or local laws. If any provision of this policy is in conflict with any federal, state or local law or regulation, the provisions of the applicable law or regulation will control.

G. Disciplinary Action

A violation by any employee of any part of this policy, including a refusal to submit to an alcohol and/or drug test when requested to do so, will result in disciplinary action, up to and including discharge, even for a first offense. If reasonable suspicion exists, an employee's refusal to submit to, or facilitate, searches of employee lockers, desks, vehicles or personal effects such as purses, packages, brief cases and lunch boxes will also result in disciplinary action.

If the Company learns that a test sample is adulterated and there is no evidence that chain-of-custody procedures have not been followed, it will be presumed that the sample has tested positive.

APPENDIX 2 - BACKHAUL OPPORTUNITIES

1. The Company has determined that there exists certain "backhaul" or other forms of freight loads at a number of distribution points internal or external to **Mondelez Global, LLC** and believes that by performing such work, it may be able to improve asset utilization, generate revenue and lower its overall cost of operation. In addition, provided the activities can be performed cost effectively and in a timely fashion, opportunities may then exist for its employees.

2. The Union acknowledges that any and all forms of these "backhaul" or other forms of freight loads or related activities do not pertain to direct store delivery operations and, therefore, are not considered bargaining unit work and that such work is not normally performed by bargaining unit employees covered by the collective bargaining agreement. That being said, the Union is certainly interested in exploring opportunities for its membership. As a result, the Union has willingly entered into this Agreement.

If, in its sole discretion, the Company determines it appropriate and feasible to perform any such "backhaul" or other forms of freight loads or related operations, nothing in the collective bargaining agreement or any other agreement shall be construed as to prohibit or prevent the Company from (1) assigning bargaining unit employees or (2) utilizing other means of its choosing including non-bargaining unit employees, contract workers or agency workers to perform such activities. In other words, the Company alone will determine the manner, means and method of performing such "backhaul" or other forms of freight or related operations.

The Company may, at its sole discretion, discontinue the performance of such operations at any time, with or without notice.

In the event the Company opts to perform these activities with bargaining unit employees, the terms and conditions of the collective bargaining agreement shall apply with respect to bidding, rates of pay and benefit eligibility or payments.

This Appendix supersedes any and all other prior agreements or letters of understanding relating to this subject.

APPENDIX 3 - ENCORE PROGRAM

The Company and the Union believe it to be in their mutual interest to provide an avenue by which hourly, bargaining unit employees who have retired from the Newburgh **and subsequently Montgomery** customer logistics operation can continue their career with the Company on a part-time basis after retirement. Therefore, the parties have mutually entered into this Encore Program with the following conditions:

1. Participation

Participation in the Encore Program is restricted to hourly, bargaining unit employees who have retired from the Newburgh **and subsequently Montgomery**, NY customer logistics operation on or after September 1, 2009.

Participants can receive their first assignment no earlier than thirty (30) days following their date of retirement date from the Newburgh **and subsequently Montgomery** customer logistics operation.

2. Selection

Active full-time employees who retire will receive as part of their exit interview process, a questionnaire that they may indicate their interest and availability to participate in the program.

Selection for participation in the Encore Program will be at the sole discretion of **Mondelez Global LLC** and cannot be raised in the grievance and arbitration machinery set forth in the collective bargaining agreement. **Mondelez Global LLC** will base its selection on the qualifications and employment history of the applicant as compared to the job requirements.

3. Scheduling

Participants may work on a part day or a full-day basis based on the needs of the business and the participant's desires

Participants will not be scheduled to work more than five hundred (500) hours in any calendar year. Once an Encore participant works five hundred (500) hours in any calendar year (January 1 through December 31), he/she will not be scheduled or otherwise eligible for further participation in the Encore program for the remainder of that year. The participant will be eligible for participation in the program again the following calendar year.

The pension benefits for a participant who works more than five hundred (500) hours in any calendar year will be suspended for the remainder of that calendar year.

The Company will provide each participant a periodic report of their year-to-date hours worked.

Whether an Encore participant is or is not scheduled for work is at the sole discretion of the Company.

4. Assignment

Assignment preferences may be specified on the Program's application form; however, no Encore participant will be assigned to any work that, in the Company's sole opinion and discretion, they are not qualified to perform.

5. Union Membership/Dues

The Company shall deduct dues from the wages of Encore program participants in the manner stipulated within the dues check-off provisions of the current collective bargaining agreement. However, an Encore participant shall not be included on the seniority roster.

6. Compensation

Encore participants will be compensated via electronic funds transfer (direct deposit) and in accordance with the rate schedule in the collective bargaining agreement for the function performed and for time worked and are not be entitled to any form guarantee of work or pay in any period.

7. Overtime Premium

Encore participants will be paid one and one-half times (1.5X) their straight time hourly rate for all hours actually worked over forty (40) in a Sunday through Saturday payroll week. No other overtime premium pay provisions of the collective bargaining agreement will apply to Encore participants.

8. Paid Time Off Benefits including Holidays & Vacation

Encore Participants are not eligible to participate in any of the contractual paid time off benefit programs set forth in the collective bargaining agreement, including but not limited to vacations and holidays.

9. Benefits

Newburgh **and subsequently Montgomery** Encore participants are not eligible for any of the healthcare or related benefit programs provided for any active employee. As such, the Company will not make any health & welfare contributions to any Trust on behalf of any Encore employee.

Provided the Encore participant does not work in excess of five hundred (500) hours in any calendar year, he/she will continue to receive their pension payments. Encore participants will not accrue vesting service or additional credited service for any benefit in which active employees may participate.

APPENDIX 4 - COMMERCIAL DRIVER'S LICENSE TRAINING LOAN AGREEMENT FOR CLASS [A/B] LICENSE

Mondelēz Global LLC ("MG") and I, ____, (collectively, the "Parties") enter into this Commercial Driver's License Training Loan Agreement (the "Agreement") as of the date I sign the Agreement.

MG and I acknowledge and agree as follows:

1. Subject to the terms and conditions set forth in this Agreement, and contingent upon execution of this Agreement, and for the purpose of my obtaining a Class [A/B] Commercial Driver's License ("CDL"), MG will loan me money to pay for all eligible expenses related to my training for and obtaining a CDL ("CDL Training Expenses"). Hereinafter, any and all such funds, payments or monies provided by MG to me (or on my behalf) for this purpose at any time (or over the course of time) shall be referred to as the "Loan."

2. For purposes of this Agreement, eligible CDL Training Expenses include, but may not be limited to, the cost(s) associated with: a physical examination; the initial examination to secure a "permit;" tuition expenses, including books and/or materials; the CDL license test.

3. I acknowledge and agree that in order to receive CDL Training Expenses, I must attend an MG-approved CDL training school. A list of such MG-approved CDL training schools, as it is maintained and updated by MG from time to time, shall be provided to me by MG.

4. MG agrees to pay the Loan as one lump sum cash payment, in the amount of [AMOUNT], less all applicable withholdings and deductions required by law, on or before [DATE].

5. As of the date of this Agreement, I have a current and valid Class B CDL and I am eligible to receive a Class A CDL.

   [OR: As of the date of this Agreement, I have no commercial driver's license and intend to obtain a Class B CDL.]

   [OR: As of the date of this Agreement, I have no commercial driver's license and intend to obtain a Class A CDL.]

6. While MG shall provide the Loan in an amount equal to the usual and customary CDL Training Expenses, I understand that MG does not guarantee, warrant, or otherwise promise that I will be granted a Class [A/B] CDL.

7. MG reserves the right to stop providing the Loan to me for my CDL Training Expenses at any time for any reason. If MG elects to do so, it shall provide me with two weeks' notice that it plans to do so.

8. I will repay MG the full amount of the Loan upon demand (or on any other terms to which MG and I agree in writing) if my employment terminates, either (i) voluntarily or (ii) involuntarily for cause, with or without notice, within twelve (12) months of the last date of any CDL Training that I may engage in and for which the Loan was provided. **<u>Should my employment terminate as set forth in this section 8, by my signature below, I explicitly agree and authorize MG, in accordance with applicable law, to repay the Loan, in full, via a deduction from my final paycheck</u>**.

9. I understand and agree that I will not need to repay the Loan (or any portion thereof) if I remain continuously employed by MG for twelve (12) months after the last date of any CDL Training that I may engage in and for which MG has provided Loan monies. At the end of the twenty-four month period set forth in this section 9, the Loan will be forgiven and waived by MG.

10. I further understand and agree that I will <u>not</u> need to repay the Loan (or any portion thereof) if my employment with MG terminates involuntarily due to circumstances that would make me eligible for severance pay under the MG Severance Pay Plan applicable to my position at the time of termination. Should my employment be terminated as set forth in this section 10, the Loan will be forgiven and waived by MG.

11. I warrant and represent that, as of the date I sign this Agreement, I have no knowledge of any legal issue, circumstance or status that would reasonably prevent or inhibit me from obtaining a Class [A/B] CDL.

12. I understand and agree that I will be required to repay the Loan upon demand if any legal issue, circumstance or status which could impact my ability to obtain a Class [A/B] CDL is discovered by MG at a later date. **<u>Should the circumstances set forth in this section 12 occur, by my signature below, I explicitly agree and authorize MG, in accordance with applicable law, to repay the Loan via periodic deductions from my paycheck</u>**.

13. I further understand and agree that failure to maintain my eligibility for a Class [A/B] CDL throughout the entire Class [A/B] CDL training process will require me to repay the Loan in full upon demand by MG. **<u>Should the circumstances set forth in this section 13 occur, by my signature below, I explicitly agree and authorize MG, in accordance with applicable law, to repay the Loan via periodic deductions from my paycheck</u>**.

14. I understand and acknowledge that MG will only pay CDL Training Expenses for my initial training and testing associated with attaining a Class [A/B] CDL and that if I fail to secure my Class [A/B] CDL during my initial permit period, I will be responsible for any and all retesting costs.

15. To the extent permitted by applicable law, MG may set-off all, or any portion of, the Loan against my final paycheck. MG may also take legal action against me to recover the Loan. The prevailing party shall be entitled to attorney's fees and costs from the defaulting party.

16. MG and I agree to resolve any disputes relating to this Agreement by arbitration governed by the JAMS (f.k.a. Judicial Arbitration and Mediation Services) Streamlined Arbitration Rules and Procedures. The arbitration proceedings will take place in [Chicago, Illinois/the New York Metro Area] and the sole arbitrator will apply the law applicable to contracts made and fully performed in [Illinois/New Jersey]. The prevailing party will be awarded its attorneys' fees and arbitration expenses. Both parties waive the right to, and the arbitrator will have no authority to award punitive damages. Any court having jurisdiction to do so may enter judgment on the award made by the arbitrator.

17. All the terms and conditions of our agreements related to the subject matter of this Agreement are contained in this Agreement and they can only be modified in a writing signed by a MG Human Resources Vice President. No promise, inducement or agreement not expressed herein has been made to me related to the topics discussed herein which are not contained herein. Any other agreements, whether oral or written, pertaining to the subject matter of this Agreement, are superseded by this Agreement. I understand that without exception no manager, employee or other representative of MG is authorized to modify or waive any of these terms in any way.

The terms and conditions of this Agreement work in conjunction with, and do not replace, amend or supplement any terms or conditions of employment stated in any collective bargaining agreement that a union has with MG. Wherever employment terms and principles in this Agreement differ from the terms expressed in the applicable collective bargaining agreement with MG, I should refer to the specific terms of the collective bargaining agreement, which will control.]

I have read, understood, and had a reasonable opportunity to consider this Agreement and discuss it with anyone of my choosing, including an attorney.

EMPLOYEE	**MONDELĒZ GLOBAL LLC**
______________________________	**By:**______________________________
Name	Human Resources Title
Date:______________	**Date:**______________

APPENDIX 5
NEWBURGH-MONTGOMERY ATTENDANCE POLICY
EFFECTIVE JANUARY 1, 2017

This Attendance Policy, effective January 1, 2017, supersedes the Attendance Policy dated April 1, 2002 and the Attendance Policy/ Unavailability for Work dated September 30, 2010.

An employee shall be subject to discipline, up to and including discharge, in accordance with this policy. Absences charged against an employee's attendance record under this program will be evaluated under a rolling nine (9) month basis, excluding periods of absence regardless of reason, including layoff, of five (5) consecutive calendar days or more.

1. Employees who are absent for any of the following reasons will not have such absences charged to their attendance record under this program:

   - authorized vacation; paid holidays; and, paid personal holidays
   - requested unpaid personal days if approved in advance by management
   - properly substantiated funeral, Union business or FMLA leave
   - layoff
   - occupational injury verified by a physician of the employee's selection
   - jury duty or a court appearance provided that the employee submits proper substantiation within two (2) business days of the occurrence.

2. Points will be assigned for chargeable absences and/tardiness under this Program as follows:

   - three (3) points will be issued for each occurrence of "no call, no show";
   - two (2) points will be issued for each absence with appropriate notice on the employee's last scheduled workday preceding or first scheduled workday after a personal holiday or designated holiday or approved vacation;
   - one (1) point will be issued for any absence (or consecutive days absence) other than those identified above with at least one (1) hour notice prior to the employee's scheduled starting time;
   - an employee who gives notice of their intent to be absent but fails to provide at least one (1) hour notice will be issued an additional one-half (1/2) point;
   - one-half (1/2) point will be issued for each occurrence an employee arrives ten (10) minutes or more after their scheduled starting time;
   - one-half (1/2) point will be issued for each time an employee fails to complete a scheduled shift; and/or,
   - one-half (1/2) point will be issued for each time the employee fails to punch in/out.

3. Effective with the first Monday following ratification, the following progressive disciplinary procedures will be employed by company management upon the accumulation of the point levels attained:

   4 points === Verbal Warning
   5 points === First Written Warning
   6 points === Second Written Warning
   7 points === Final Written Warning
   8 points == Termination

4. When any of the above progressive disciplinary steps are administered, the employee and his steward will be provided appropriate written documentation. Local Union officials will be provided with a copy of all Final Written Warning notices.

5. To prevent potential "playing the point system", no employee will be issued more than two (2) Final Written Warnings in any twelve (12) consecutive month period. In the event the employee "plays the point system" and sufficient points are removed and more are added to warrant a third (3^{rd}) Final Written Warning in any twelve (12) consecutive month period, the employee would be terminated, regardless of his/her point total at that time.

6. In those cases where absenteeism or tardiness issues, including but not limited to "patterns", habitual/chronic absenteeism/tardiness, early departures or "unavailability for work" are not effectively resolved under this Attendance Control Program, the Company may address the matter outside this Attendance Policy to ensure regular attendance.

7. The employment of an employee who is a "no call, no show" for three (3) consecutive working days is terminated under the terms of the collective bargaining agreement.

8. An employee who leaves work without authorization (i.e., "job abandonment") will be subject disciplinary action up to and including termination, outside this policy.