

MEMORANDUM OF AGREEMENT

between

Mondelēz Global, LLC ("Company") in Montgomery, NY

and the

INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL #445 ("Union")

October 16, 2024

After negotiating in good faith, the Company and Union enter into this Memorandum of Agreement ("MOA") setting forth the terms of the new Collective Bargaining Agreement ("CBA") between the Parties, subject to ratification by the Union membership.

The following changed items are to be incorporated into the prior contract and a new contract document prepared. Any provisions of the 9/1/2019 through 8/31/2024 Agreement, which are not addressed below, shall be unchanged in the 9/1/2024 through 8/31/2028 Agreement. This document encompasses all tentative agreements reached during negotiations. **With the signing of this MOA, the Union Bargaining Committee, and the Company Bargaining Committee, offer their full support and are recommending ratification to the Union membership as evidenced by their signatures below.**

All components of this Memorandum of Agreement are contingent upon acceptance of it in its entirety by the membership of the Union on or before 11:59 P.M. on 10/31/24.

FOR THE UNION: Date: _____

FOR THE COMPANY: Date: 10/16/24

Amy Baker

Robert M. [Signature]

Robert L. [Signature]

See OOB

Daniel Maldonado

V. Beitz

Duration: 4 years: 9/1/24 – 8/31/28

Wage Increases:

<u>Classification</u>	<u>Effective</u> <u>09-01-24</u>	<u>Effective</u> <u>09-01-25</u>	<u>Effective</u> <u>09-01-26</u>	<u>Effective</u> <u>09-01-27</u>
Lead Working Foreperson	\$33.05	\$34.05	\$35.05	\$36.05
Working Foreperson	\$32.55	\$33.55	\$34.55	\$35.55
Drivers	\$32.05	\$33.05	\$34.05	\$35.10
Stock Handler - CDL Holder	\$31.50	\$32.50	\$33.50	\$34.50
Stock Handler – No CDL	\$27.90	\$28.90	\$29.90	\$30.90
Utility	\$23.75	\$24.45	\$25.15	\$25.85

7. Agreement to continue the **Trainer MOU** for the term of the new contract. Company agrees to post for employees to express interest regarding the areas they prefer to train within 30-days of ratification.

8. **ARTICLE 12 – HOLIDAYS, Paragraph A:**

... ..

The following shall apply to Personal Holidays:

(6th bullet point under this section)

- 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)~~ **two (2)** employees will be permitted to be scheduled off on Personal Holidays each day **so long as no more than one (1) is from the Stock Handler group and no more than one (1) is from the Driver group** ; 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, **only one (1) employee in total between both groups** will be permitted to be scheduled off on Personal Holidays each day;

... ..

9. **ARTICLE 8 – DISCHARGE** (*administer discipline*)

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)~~ **ten (10) working 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.

10. **ARTICLE 12 – HOLIDAYS** (*holiday observance*)

... ..

B.

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 **either the Friday before or the following Monday. The Company will communicate the observed day at least thirty (30) days in advance.**

11. Remove “**Lead Working Foreperson**” classification from Article 11 – Wages when incumbent employee vacates the role.

Classification

*Lead Working Foreperson ...

***The Lead Working Foreperson classification shall be deleted effective upon the date when the employee in this classification as of the 2024 ratification date, vacates this job classification.**

12. ARTICLE 11 – WAGES (Part-Time)

- F. The Company may employ a maximum of ~~four (4)~~ **six (6)** Part-Time Utility and/or **Part-Time Stock Handler** 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.

13. Attendance Policy updates

**APPENDIX 5
NEWBURN-MONTGOMERY ATTENDANCE POLICY
EFFECTIVE JANUARY 1, ~~2017~~ 2025**

This Attendance Policy, effective January 1, ~~2017~~ 2025, supersedes the Attendance Policies dated **January 1, 2017**, 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)~~ **twelve (12)** 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)~~ **two (2)** hours 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)~~ **two (2)** hours notice will be issued an additional one-half (1/2) point;
 - one-half (1/2) point will be issued for each occurrence **when** an employee arrives ten (10) minutes or more after their scheduled starting time;
 - 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/her 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 (3rd) 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.

14. Payback Agreement updates.

**COMMERCIAL DRIVER'S LICENSE TRAINING REPAYMENT AGREEMENT
FOR CLASS A or B LICENSE**

In an effort to further invest in our employees by providing new growth opportunities and ensure we are able to maintain the proper staffing levels to satisfy our customers we are providing you with an opportunity to obtain a Class A (or B) CDL.

Mondelēz Global LLC ("MG") and I, _____, (collectively, the "Parties") enter into this Commercial Driver's License Training Repayment 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 (or B) Commercial Driver's License ("CDL"), MG will pay directly 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 "Payment."
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 a full-time, MG-approved CDL training school. I understand that a maximum of one hundred seventy (170) hours of training time shall be permitted under this Agreement, and that any exception(s) to the 170-hour limit must be requested, in writing, and approved by the Regional Director, Customer Logistics. 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 issue the Payment directly to the vendor, in the amount of \$_____, per the payment terms set with the vendor.
5. As of the date of this Agreement, I have no commercial driver's license and intend to obtain a Class A (or B) CDL.
6. While MG shall pay for eligible expenses toward obtaining a CDL 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 (or B) CDL.
7. MG reserves the right to stop the Payment 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 Payment 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 twenty-four (24) months of the last date of any CDL Training that I may engage in and for which the Payment was provided. **Should my employment terminate as set forth in this Section 8, by my signature below, I explicitly agree, in accordance with applicable law, to repay the Payment amount, in full.**
9. I understand and agree that I will not need to repay the Payment (or any portion thereof) if I remain continuously employed by MG for twenty-four (24) months after the last date of any CDL Training that I may engage in and for which MG has provided Payment monies. At the end of the twenty-four (24) month period set forth in this Section 9, the Payment will be forgiven and waived by MG.

10. I further understand and agree that I will not need to repay the Payment (or any portion thereof) if my employment with MG terminates involuntarily due to reduction in force or if applicable circumstances occur 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 Payment 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 (or B) CDL.
12. I understand and agree that I will be required to repay the Payment upon demand if any legal issue, circumstance or status which could impact my ability to obtain a Class A (or B) CDL is discovered by MG at a later date. Should the circumstances set forth in this Section 12 occur, by my signature below, I explicitly agree, in accordance with applicable law, to repay the Payment amount, in full.
13. I further understand and agree that failure to maintain my eligibility for a Class A (or B) CDL throughout the entire Class A (or B) CDL training process will require me to repay the Payment in full upon demand by MG. Should the circumstances set forth in this Section 13 occur, by my signature below, I explicitly agree, in accordance with applicable law, to repay the Payment, in full.
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 or B CDL. I understand and acknowledge that if I do not take the test within one (1) month (timeframe may be extended with expressed manager authorization) following completion of the training, or if I fail to secure my Class A (or B) CDL during my initial permit period, I will be responsible for any and all costs, including those costs associated with retesting as applicable.
15. If necessary, MG may take legal action against me to recover the Payment. The prevailing party may 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 the New York Metro Area and the sole arbitrator will apply the law applicable to contracts made and fully performed in New York. The prevailing party may 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 People Team Vice President or above. 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

This Agreement does not alter my employment relationship with MG. MG or I may terminate my employment without affecting my obligations under this Agreement.

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

Name

Signature

Date

MONDELÉZ GLOBAL LLC

People Manager Name

People Manager Signature

Date