

AURORA, COLORADO
BRANCH WAREHOUSE

March 1, 2021 through February 28, 2025

AGREEMENT

Agreement made and entered into by and between Mondelez Global LLC., 17689 East 30th Avenue, Aurora, Colorado, hereinafter referred to as the "COMPANY" or "Employer" and Local #26, Denver, Colorado, of the BAKERY, CONFECTIONERY, TOBACCO WORKERS AND GRAIN MILLERS INTERNATIONAL UNION, AFL-CIO, hereinafter referred to as the "UNION."

ARTICLE 1 - RECOGNITION

Local No. 26 of the BAKERY, CONFECTIONERY, TOBACCO WORKERS AND GRAIN MILLERS INTERNATIONAL UNION, AFL-CIO is the sole collective bargaining agency for the employees of the Company employed at the Aurora, Colorado Branch Warehouse as Stockhandlers, Drivers, Working Foreman/Forewoman, and all other employees subject to this Agreement who are now or may be hereinafter employed in the classifications listed in this Agreement.

It is understood and agreed that seniority and job rights of employees covered hereby shall be limited solely to the Aurora, Colorado Warehouse of the Company.

ARTICLE 2 - MEMBERSHIP

Section 1 The Company shall be the sole judge of the competency of new employees and may discharge such employees for any reason whatsoever, at any time during the first sixty (60) calendar days of such new employee's employment.

Section 2 It shall be a condition of employment that all of the Company's employees in the contractual bargaining unit who are members of the Union in good-standing on either the effective date or the execution date of this Agreement, whichever is later, shall remain members in good-standing for the term of the Agreement; those employees in the unit who are not members on the latter of those two dates shall become Union members on the 31st day following either the effective date or the execution date of this Agreement, whichever is later, and remain good-standing members for the term of this Agreement; all new employees in the unit shall become Union members on the 31st calendar day following the beginning of such employment, and remain good-standing members for the term of the Agreement.

Section 3 Nothing in this Article shall operate in contravention of any Federal or State Law or Laws, and if any part of this Article shall be determined to be in violation of any such law or laws, the parties agree to modify this Article by the removal or insertion of such clause or clauses as will place the operation of this Agreement within the law.

Section 4 This Article shall be subject to the provisions of the Labor-Management Relations Act of 1947 and of any applicable State Anti-Closed Shop Laws, and the rulings, decisions and regulations issued under these laws. However, should any of these State Laws be declared unconstitutional or be repealed or be so duly

amended, or be so interpreted by duly authorized courts, so as to permit the application of Section 2 of this Article, the Company and the Union agree this Article will apply immediately where applicable.

Section 5 The Company and the Union agree that, in accordance with applicable laws, there shall be no discrimination against any qualified employees on the basis of race, color, religion, sex, age, national origin, mental or physical disability, or because an employee is a Veteran of the Vietnam Era.

ARTICLE 3 - CHECK-OFF

The Company agrees 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 dues and initiation fees required to be paid by the employee to his or her Local Union, as directed by the employee on the authorization form, a copy of which is attached hereto and made a part of this Agreement. (Appendix "A")

ARTICLE 4 - CONTINUOUS SERVICE

Section 1 For the purpose of determining continuous service with the Company, an employee's continuous service will date from:

- a. Date of first employment by the Company with no break in service, or
- b. Date of re-employment following a break in continuous service as set forth below:

Section 2 The following circumstances constitute a break in continuous service:

- a. Voluntary termination, or
- b. Valid discharge (any employee found to have been discharged without just cause shall, upon reinstatement, be deemed to have had no break in continuous service), or
- c. Layoffs in excess of the following periods:

<u>LENGTH OF CONTINUOUS SERVICE</u>	<u>LENGTH OF CONTINUOUS LAYOFF</u> <u>CONSTITUTING BREAK IN SERVICE</u>
Less than 5 years	More than 1 year
5 years but less than 8 years	More than 3 years
8 years but less than 10 years	More than 5 years
10 years and more	No limit

Provided, however, that no employee shall be deemed to have accumulated continuous service unless he or she shall have been recalled to work, and shall have resumed active service before the expiration of the applicable continuous layoff period set forth above.

- d. 1. Failure to return to work within three (3) days after receipt of notification by registered mail from the Company after a layoff, or

2. Failure to notify the Company within three (3) days of intention to return to work within eight (8) days after receipt of notification by registered mail from the Company following a layoff, or
 3. Failure to return to work upon the expiration of an authorized written leave of absence.
- e. Extenuating circumstances shall be taken into consideration by the Company and extended time limits may be granted where possible. Extended time limits shall not be unreasonably withheld.
 - f. In any case where notification has been returned undelivered, the Local Union shall be notified.

Section 3 In the case of employees who may be rehired by the Company after any of the above breaks in continuous service:

- a. An employee who has completed the starting and step-up rate period prior to his/her break in service will be compensated at the applicable classification rate.
- b. An employee who has not completed the starting and step-up rate period prior to his/her break in service will be required to complete the time remaining in the starting and step-up rate at the time of his/her break in service. Upon completion of the above starting and step-up rate, the employee will be paid his/her applicable classification rate.
- c. The above provisions will apply to any employee rehired after September 1, 1986, effective September 1, 1987.

ARTICLE 5 - SENIORITY

Section 1 Seniority shall prevail in case of layoffs and rehiring. The last employee hired shall be the first laid off, providing that those employees retained in employment shall have the ability to perform the work required. Drivers retained must pass the ICC physical examination as required. Drivers who cannot pass the ICC physical examination and who are physically fit to perform work in the Warehouse, may use their seniority in that department.

Section 2 Seniority is determined by the amount of continuous service, which is time worked since original hiring date, unless broken by quitting, discharge, failure to return from authorized leave of absence, or being laid off as outlined in the Continuous Service Article.

Section 3 When permanent vacancies occur, Warehouse and Combination Stock Handlers / Drivers shall have the opportunity to accept a regular driving job based on seniority.

Section 4 Departments shall be:

- a. Warehouse
- b. Delivery

Any overtime shall be given to the employees by departments.

Section 5 The Company agrees to bid overnight trips by driver classification and seniority at the time of ratification of the current collective bargaining agreement and every six (6) months thereafter. There shall be no restriction on drivers bidding the same run in consecutive years.

The Company further agrees to bid job classifications at the ratification of this agreement and on each February 1 thereafter. All bid delivery route vacancies, including those due to vacations, will be posted for bid. Drivers may volunteer to perform a posted warehouse inventory opportunity but will be paid the Stock Handler rate of pay. It is understood that in the event there is an insufficient number of volunteers from any classification, the least senior Stock Handler and Combination employee(s) will be required to perform the work. Whenever practical and economically feasible, the Company will assign routes with a shorter scheduled time duration to Combination employees.

The Company shall assign trucks by seniority unless prevented from doing so by business need. The Union and the Company agree to meet no later than September 15, 1996 to discuss inclusion of cage trucks in this provision.

ARTICLE 6 - RELIEF PERIODS

Drivers shall be granted a 15-minute A.M. and a 15-minute P.M. relief period during their workday. Said breaks shall be included in the driver's schedule.

Warehouse employees shall be allowed fifty (50) minutes off during each eight (8) hours' work, which will include full lunch and relief periods.

ARTICLE 7 - NORMAL WORKDAY - WORKWEEK AND HOURS SUBJECT TO OVERTIME

Section 1 Regular Drivers, who are asked to report for work five days, Monday through Friday, and who work each of the five (5) days shall be paid a minimum of forty (40) hours for the five-day workweek. Regular Drivers, who are assigned to 4-10 schedules and are asked to report for work four days, Monday through Friday, and who work each of the four (4) days shall be paid a minimum of forty (40) hours for the four-day workweek. Any time worked in excess of forty (40) hours in any one workweek shall be paid at the rate of time and one-half (1-1/2) the straight-time hourly rate of pay. Drivers, when called for work and reporting for work, are to receive not less than six (6) hours' work for the day.

The Company may implement not more than three (3) Driver bids on a 5x8 schedule that works Tuesday – Saturday as regular hours. The bids will be posted internally for volunteers first, and if unfilled, the Company may assign employees hired on or after 9/18/2021. After 9/18/2021, the Parties agree that the initial filling of these bids shall occur after all Monday – Friday Driver bids are filled.

Section 2 Warehouse employees, who are asked to report for work five (5) days, Monday through Friday, and who do work each of the five (5) days shall be paid a minimum of forty (40) hours for the five (5) day workweek. Warehouse employees, when called for work and reporting for work, are to receive not less than eight (8) hours' work for that day. Any time worked in excess of forty (40) hours in any one workweek shall be paid at the rate of time and one-half (1-1/2) the straight-time hourly rate of pay.

Section 3 Warehouse employees shall be paid time and one-half (1-1/2) the straight-time hourly rate for each hour's work as follows:

- a. All work done by any such employee beyond eight (8) hours per day;

b. All work done by any such employee in excess of forty (40) hours in any one (1) workweek.

Section 4 All work done by any employee on Saturday shall be paid at the rate of time and one-half (1-1/2) the straight-time hourly rate of pay.

Section 5 All work done by any employee on Sunday shall be paid at the rate of two (2) times the straight-time hourly rate.

Section 6 Whenever practical to do so, any overtime in the Warehouse shall be shared by employees in that Department.

Section 7 Whenever practical to do so, Drivers shall be rotated on delivery runs in order to provide equal work opportunities for each Driver.

Section 8 When an employee is absent from work for one (1) day because of an excusable absence, there shall be deducted eight (8) hours of his or her normal and regular workweek to determine his or her workweek for the remaining four (4) days. During any such week, overtime shall be paid the employee after completion of thirty-two (32) hours.

Section 9 When an employee is absent two (2) days or more during a workweek, he or she shall be paid only for hours actually worked during the workweek. During any such workweek, overtime shall be paid after the completion of forty (40) hours.

Section 10 If a Warehouse employee leaves the Branch and is called back for overtime work, the employee will be guaranteed a minimum of four (4) hours work or pay at time and one-half (1-1/2) the straight-time hourly classification rate. If the call back is less than four (4) hours prior to the employee's normal shift, this guarantee will not apply but the employee will continue working into his or her regular shift. Any call back hours will be in addition to the employee's regular shift.

Section 11 It is understood and agreed by the parties that any work subject to overtime rates, as set forth in this Agreement, is work outside the employee's normal and regular working hours. It is agreed that the above rates are paid because of hours or days previously worked and that overtime and/or premium rates shall not be pyramided on overtime and/or premium rates.

Section 12 When unforeseen scenarios arise the Company and Union agree to meet and resolve issues through Labor Management.

ARTICLE 8 - LEAVE OF ABSENCE

Section 1 Requests for leaves of absence and extensions thereof must be made to the Company and the Union in writing, and whenever good and sufficient reason exists, a leave of absence of not more than ninety (90) days may be granted.

Section 2 Such leave of absence may be extended for an additional period of not more than ninety (90) days under the same conditions.

Section 3 Such leave of absence will not affect seniority rights.

Section 4 Any employee engaging in other employment during a leave of absence or extension thereof shall be subject to immediate dismissal.

ARTICLE 9 – BEREAVEMENT LEAVE

New employees must be on the Company's payroll for thirty (30) calendar days in order to become eligible for bereavement.

In the event of death in an employee's immediate family (employee's parent, employee's spouse, children, brothers, sisters, grandparents, grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step parents or step children), the employee shall be entitled to be absent from work for a period up to, but not more than, three (3) consecutive scheduled regular working days that shall be taken within fourteen (14) calendar days from the date of death.

During such absence, the employee shall be compensated at his or her straight-time hourly classification rate for such regular working time lost, including night premium pay, but no other premium pay will be included. The Company will require a statement that verifies proof of death.

ARTICLE 10 - WAGES

The following is the minimum scale of wages and the various classifications of work, effective on dates shown:

	<u>HOURLY RATE</u>			
<u>CLASSIFICATIONS</u>	Effective 3/1/2021	Effective 3/1/2022	Effective 3/1/2023	Effective 3/1/2024
Drivers Hired on or after September 1, 1996				
Starting Driver Rate	\$24.38	\$24.98	\$25.58	\$26.18
Driver Rate After Twelve (12) Months	\$27.23	\$27.83	\$28.43	\$29.03
Driver Rate After Eighteen (18) Months - Full Classification Rate	\$30.08	\$30.68	\$31.28	\$31.88
Warehouse Employees / Stockhandlers Hired on or after September 1, 1996				
Starting Stockhandler Rate	\$24.02	\$24.62	\$25.22	\$25.82

Stockhandler Rate After Twelve (12) Months	\$26.80	\$27.40	\$28.00	\$28.60
Stockhandler Rate After Eighteen (18) Months - Full Classification Rate	\$29.58	\$30.18	\$30.78	\$31.38
Working Foreman/Forewoman	\$30.41	\$31.01	\$31.61	\$32.21

Stockhandlers assigned to operate the Fork Lift Truck shall be paid \$.10 per hour above the Stockhandler's rate for all hours they operate the Fork Lift Truck. Such employees shall receive an additional \$.05 per hour adjustment for all hours during which they operate a push-pull. The senior warehouse employees (Stockhandlers and Combos) within an entire shift may exercise their seniority to claim either forklift assignment, receiving or loading shift line replenishment, provided they have the demonstrated ability and availability.

An employee who performs an assignment that requires a Class A, Commercial Driver's License will be paid an additional twenty-five cents (\$.25) per hour for the hours of work spent performing the assignment. It is understood that Article 22 (a) and (b) shall apply.

ARTICLE 11 - COMPUTATION OF OVERTIME

The method of computing overtime will consist of totaling all daily overtime minutes for the week to which will be added premium overtime minutes, and this total advanced to the next higher quarter hour.

ARTICLE 12 - OVERNIGHT EXPENSE

When Drivers are required to remain away from home overnight, the Company shall pay for their lodging, evening meals and breakfast the following morning. Lodging receipt shall be required for expense of lodging and drivers shall be privileged to choose their lodging from the pre-approved list of establishments provided by the Company. Effective 3/4/12, the overnight expense shall be increased to \$30.00 per night for overnight runs.

Grand Junction vacation relief driver will be paid at the applicable government mileage rate for travel and this is to include the overnight per diem.

ARTICLE 13 - HOLIDAYS

Section 1 The following holidays are paid holidays:

New Year's Day	Labor Day	Christmas Day
Martin Luther King Day	Election Day	Last Normal Working Day
Good Friday	Thanksgiving Day	Before New Year's Day
Memorial Day	Day After Thanksgiving	*Holiday
Independence Day	Last Normal Working Day	
	Before Christmas	

* It is mutually agreed that the unscheduled holiday shall be a floating holiday. The employee will request said floating holiday at least two weeks in advance and management will make every effort to grant that day unless prevented by bonafide business need.

Section 2 The Company agrees to pay each employee covered by this Agreement eight (8) hours' pay at the employee's straight-time hourly classification rate for each holiday listed above on which the employee does not work, or two and one-half (2-1/2) times the employee's straight-time hourly classification rate for all of the hours worked on those holidays under the following conditions:

- a. New employees must be on the Company's payroll for thirty (30) calendar days in order to become eligible for holiday pay, and need only qualify once.
- b. Except as hereinafter provided, the employee must work at least one (1) full day during the week in which a paid holiday falls, to receive pay for the holiday.
 1. If an employee is absent from work during the week prior to the holiday and/or week of the holiday due to bonafide illness or disability (for which the Company may require a doctor's certificate) which illness or disability began during the week before and/or week of the holiday, he or she shall receive pay for such holiday or holidays.
 2. If an employee is absent from work during the week of the holiday due to layoff caused by a reduction of the work force, he or she shall receive pay for the holiday, if such absence commenced not more than 45 calendar days prior to the holiday. Pay for such holiday or holidays shall not be construed as paychecks to determine vacation pay eligibility, as set forth in this Agreement.
- c. All work on any of the holidays not listed above shall be paid for at the regular straight-time hourly classification rate.
- d. Any employees taking their vacations in a week in which a paid holiday falls shall receive an extra day's pay for each paid holiday in that week.
- e. In any five-day workweek, Monday through Friday, in which any of the designated holidays fall, the holiday or holidays shall be counted as time worked for the purpose of computing overtime for the workweek.
- f. A holiday falling on Saturday shall be paid for as an extra day's pay but shall not be included for overtime purposes unless such day is worked.

- g. A holiday falling on Sunday shall be observed on the following Monday.
- h. When no other holiday falls in the same week, a holiday which falls on Saturday shall be observed on Friday of that week.
- i. The Company shall provide employees with two weeks advance notice of work on a holiday unless prevented due to business necessity.

ARTICLE 14 - NIGHT WORK COMPENSATION

The Company agrees to pay all Warehouse employees covered by this Agreement a night work compensation of twenty-five cents (\$.25) per hour for all hours worked between 6 PM and 6 AM. If four (4) or more hours are scheduled to be worked between 6 PM and 6 AM, the employee shall receive the said night work compensation for all hours worked. All overtime and/or Saturday, Sunday or holiday overtime pay provisions shall be applied to the night work compensation where such overtime pay provisions are applicable to the basic daytime hourly rate in effect. The night work compensation, as outlined, shall be included in the holiday pay and vacation pay of all employees who are eligible for this night work compensation.

The Company agrees to pay shift differential of \$.25 per hour to the Drivers of Local 26- Aurora Branch.

ARTICLE 15 - RETIREMENT

Attached hereto and made a part of this Agreement is the sole and total agreement between the Company and the Union with respect to pensions or retirement. (Appendix "B")

ARTICLE 16 - HEALTH CARE FUND

Attached hereto and made a part of this Agreement is the sole and total agreement between the Company and the Union with respect to health benefits or coverage. (Appendix "C")

ARTICLE 17 - GROUP LIFE INSURANCE PLANS

The terms and conditions of the present Basic Group Life Insurance Plan and Family Life Insurance Plan for eligible employees enrolled in the Basic Group Life Insurance Plan, and the Supplemental Group Life Insurance Plan, shall continue on a contributory basis as heretofore.

ARTICLE 18 - JURY DUTY

The Company agrees to pay a full eight (8) hours' pay at straight-time hourly classification rates for each day an employee is required to report for or serve on any jury, provided his or her department is scheduled to work on the day or days on which the employee actually reported for or served on the jury.

The employee, however, will be required to submit satisfactory proof to the Company of such service rendered, in order to receive compensation as above provided.

It is agreed that an employee who reports for jury service and does not serve or receive pay shall return to work if circumstances so permit.

New employees must be on the Company's payroll for thirty (30) calendar days in order to become eligible for jury duty pay, and need qualify only once.

ARTICLE 19 - VACATIONS

Section 1 Employees shall receive vacations based on their length of continuous service with the Company in conformance with the following schedule:

<u>Length of Continuous Service</u>	<u>Duration of Vacation</u>
Twelve months to two years	One week
Two years to five years	Two weeks
Five years to twelve years	Three weeks
Twelve years to twenty years	Four weeks
Twenty years to twenty-five years	Five weeks
Twenty-five years or more	Six weeks

No employee shall receive more vacation in any calendar year than above provided for his or her length of continuous service with the Company.

Section 2 Vacations shall be determined according to seniority by department and with a view towards continuous and proper operation of the business. Vacations may be split in weekly segments. The senior employee who elects to split his or her vacation will be granted his or her first choice in selecting the week or weeks selected; however, the remaining week or weeks of such split vacation must be taken in a period following the first choice selection of all other employees.

Section 3 Employees shall be entitled to receive vacation for previous calendar year's service, as set forth in Section 1 of this Article, in accordance with the minimum requirements set forth therein, who have been on the payroll through the last regularly scheduled working day in the previous calendar year.

Section 4 The normal period during which employees may take their vacations shall run from January 1 through December 31. Prior to the vacation selection process, Local Management and the Steward will meet and discuss the upcoming schedule.

Section 5 For vacation purposes, the Company may schedule a one (1) week mandatory vacation plant shutdown each calendar year commencing in 1988. Employees with only one (1) accrued week of vacation for the entire year, shall have the option to use vacation during the shutdown week. The details of implementing the vacation plant shutdown will be discussed and resolved locally by the parties.

If a second week of vacation shutdown can be mutually agreed upon locally, then that second week shall become mandatory.

Any scheduled vacation shutdown week will be posted during the month of January each year.

There will be no production scheduled during any such mandatory vacation plant shutdown.

Section 6 Employees eligible for more than one week's vacation may take a maximum of one (1) week one (1) day at a time, subject to the following restrictions:

1. Employees must give at least five (5) working days prior notice.
2. Seniority shall prevail on the granting of requests.
3. The Company has the absolute right to grant or reject an employee's request for vacation in days. The company will not unreasonably deny requests and such decision will be based on the operational requirements of the company.
4. As soon as known, the Company will advise an employee whether or not his/her single day vacation request has been approved.

Employees who fail to take all five (5) of these days during the vacation year shall be paid for such unused days at the end of the vacation year. The period to utilize single vacation days shall extend through the end of the year, subject to the Company's local payroll administration requirements.

ARTICLE 20 - VACATION PAY ALLOWANCE

The Company agrees that vacation pay will be based on weekly average number of hours actually worked during the previous calendar year, with no deduction for the previous year's vacations, time spent on jury duty, compensable accidents, time spent on Union business directly affecting the Company, or time spent in military service, with a minimum of forty (40) hours' pay and a maximum of forty-eight (48) hours' pay at each employee's straight-time hourly classification rate.

Where an employee works six (6) months or more in a calendar year and is permanently laid off, he or she shall be entitled on the first day of the next year to one-twelfth (1/12) of his or her vacation pay for each month worked in the previous calendar year. This shall not apply to cases of voluntary quits or discharges.

ARTICLE 21 - PRO-RATA VACATION ALLOWANCE FOR EMPLOYEES BEING PENSIONED AND FOR DECEASED EMPLOYEES

Section 1 The Company agrees to pay pro-rata vacation allowance to those who retire under the Union-Industry Pension Plan for the time actually worked from January 1 of the last year worked. Such pro-rata vacation allowance will include any holidays occurring during this pro-rata vacation period.

Section 2 The Company agrees to pay pro-rata vacation allowance to the estate of deceased employees for the time actually worked from January 1 of the last year worked.

ARTICLE 22 - TEMPORARY CLASSIFICATIONS

- a. An employee working in a higher classification than his or her permanent classification for one (1) hour, two (2) hours, or three (3) hours will receive pay for the higher classification for the hours worked.
- b. If four (4) or more hours are worked in higher classifications, the employee will be paid for the highest classification in which one (1) full hour is worked for the entire day.

c. Combination Stockhandler and Driver shall be paid as outlined in Sections a. and b. above. Overtime hours shall be determined by the method of totaling all hours worked during the five-day workweek and paid on the basis of where 51% of time was worked by the employee. If 51% of time was worked in the Warehouse, overtime shall be paid over 40 hours of work at the Warehouse classification rate(s). If 51% of time was worked on delivery, overtime shall be paid over forty (40) hours of work at the Driver's rate of pay.

d. Holiday pay and vacation pay shall be determined for a Combination Stockhandler and Driver on the basis of where such employee worked 51% or more of his or her time in the preceding three (3) months prior to the holiday or vacation. If 51% of his or her time was worked in the Warehouse, he or she shall receive eight (8) hours of straight time pay for each observed holiday at the Warehouse rate of pay. If 51% of his or her time was worked in delivery, he or she shall receive eight (8) hours of straight time pay for each observed holiday at the Driver's rate of pay.

e. When a Combination Stock Handler/Driver bids for relief coverage on a driver's route he/she will be classified as a driver for the bid duration.

ARTICLE 23 - SERVICE IN THE ARMED FORCES

Employees who have entered into the Armed Forces of the United States pursuant to the Military Selective Service Act of 1967, as amended, and related Acts, shall be reinstated by the Company in compliance with the said Act. When the provisions of the Military Selective Service Act of 1967, as amended, and related Acts provide for a military leave of absence, such leave will be granted as required for periodic tours of duty or training in the Military Reserve Forces of the United States, including the National Guard.

ARTICLE 24 - UNIFORMS

The Company shall furnish and pay for all work uniforms required by the Company. Said uniforms will, at all times, remain the property of the Company. Drivers shall be furnished gloves. Uniforms will be ordered once per year. A jacket will be made available for order every two years. Gloves shall be furnished on an as-needed basis. The Company will provide a voucher or reimburse up to one hundred fifty (\$150) dollars to employees to order non-slip (composite or steel toe) safety shoes as needed.

ARTICLE 25 - SAFETY

Section 1 It is the desire of the Company and the Union to maintain high standards for safety in order to eliminate, insofar as possible, industrial accidents and illnesses. There is hereby established a Safety Committee consisting of not less than two (2) members, half of whom shall be selected by the Company and half by the Union. It shall be the duty of the Safety Committee, at regular intervals, to make or cause to be made, inspections of the branch and to report the existence of any condition which, in its opinion, shall be hazardous to the employee or employees. The Safety Committee shall meet at regular intervals and shall make recommendations respecting conditions which, in its opinion, require correction, and the Company agrees that it will use due diligence to avoid hazardous conditions and will make every reasonable effort to eliminate any conditions which might result in injury or illness to employees.

Section 2 All reports and recommendations herein above referred to shall be made in writing and a copy thereof shall be delivered to the Company, a copy thereof shall be delivered to the Union at its office, and a copy thereof shall be delivered to the department head of the plant department affected.

Section 3 All reports and recommendations and a written statement of the action taken thereon shall be kept by the Safety Committee as a permanent record and the same shall at all times be accessible to the Safety Committee or any member thereof.

ARTICLE 26 - VISITS TO PLANT - UNION REPRESENTATIVE

The Company agrees that duly authorized representatives of the Union shall be granted admission to the branch to discuss union business with members of the Union after proper notification to the Branch management, provided such visits do not interfere with or interrupt operations.

ARTICLE 27 - GRIEVANCE PROCEDURE

Section 1 – The Union may appoint or elect one Shop Steward for each shift for each department, and the Company will recognize such stewards as representatives of the Union. The Union agrees to furnish the Company with names of Shop Stewards.

Section 2 – All grievances must be filed within thirty (30) calendar days after the occurrence or knowledge of the dispute.

Section 3 – In the event employee grievances or disputes arise, such grievances or disputes shall be responded to in writing within ten (10) working days by the Company, except in step one below, and taken up in the following manner.

Step One Between the aggrieved employee's immediate superior and the aggrieved employee's department steward. The employee is privileged to accompany the department steward at this step.

Step Two If not satisfactorily adjusted, the grievance will be reduced to writing and it shall be presented to Human Resources in person or via email. The grievance will list the Supervisor and Steward involved. The grievance shall be taken up by the department steward, the Chief Shop Steward, and the head of the department within ten (10) working days. If no satisfactory adjustment has been reached within ten (10) working days at this level, the grievance shall move to the next step.

Step Three Between the properly designated Union representative(s) and or the Union grievance committee and the Human Resources Manager within ten (10) working days.

Step Four Between the Plant Manager, the proper representative(s) of the Local Union, and or the Union grievance Committee within ten (10) working days.

At each step of the above process the Local Union shall have ten (10) working days from the date of receipt of the written response by local management to advance the grievance to the next step.

In the event the grievance has not been settled under the above procedure, then the matter shall be referred to arbitration as outlined in Article 32.

Section 4: No Individual employee or member shall have the right to invoke arbitration without written consent of the Union. If such written consent is refused, the employee shall have no further recourse to the Company or the Union.

ARTICLE 28 - ARBITRATION

In the event that the grievance or dispute referred to in Article XXVII is not satisfactorily settled within two (2) weeks under the procedure outlined in that Article, either party may, within thirty (30) days from the date of the last step of the grievance procedure, as set forth in Article XXVII hereof, give written notice to the other party of its desire to arbitrate the dispute. Such notice shall state clearly the issue proposed to be arbitrated and the party to whom the notice is given shall have the right, within one (1) week after receipt of said notice, to serve on the other party its statement in the matter to be arbitrated. The arbitrator shall be a person designated by mutual agreement of the parties. In the event that the Company and the Union are unable to agree on an arbitrator, either party shall then apply to the Federal Mediation and Conciliation Service, or if the parties mutually agree, to the American Arbitration Association for a panel of eleven (11) arbitrators. In the event the parties are unable to mutually agree to an arbitrator from said panel, each party alternately shall strike five (5) names from the panel. The remaining name shall be designated the arbitrator to hear and determine the grievance. The party desiring arbitration will within sixty (60) working days of written notice of intent to arbitrate, both parties will actively proceed to select an arbitrator in accordance with the arbitration selection procedures set forth in this article, otherwise the issue will not be pursued.

The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement.

The decision of the arbitrator shall be final and binding upon the parties hereto. The compensation of the arbitrator shall be borne equally by the Company and the Union.

ARTICLE 29 - STRIKES AND LOCKOUTS

Section 1 There shall be no strikes by the Union and no lockouts by the Company during the term of this Agreement.

Section 2 The Company shall not require the Union or its members to cross any picket line established by any recognized Union in order to perform their duties.

ARTICLE 30 - DISCHARGE

The full power of discharge and discipline lies with the Company. It is agreed that this power shall be exercised with justice and with regard for the reasonable rights of the employee. If the Union, after investigation, finds that an employee has been discharged without just cause, and that the matter cannot be settled in accordance with the Grievance Procedure, as set forth in Article XXVII, it may then bring the case to arbitration, as set forth in Article XXVIII.

ARTICLE 31 - BULLETIN BOARDS

The Company agrees to provide bulletin boards upon which the Union will have the privilege to post any matter of interest to the Union and its members after first submitting same to the Manager for approval.

ARTICLE 32 - SCHEDULE

If requested, the Company agrees to make available to a properly authorized Local Union official the schedule of help. The schedule of work for the workweek for each employee shall be posted no later than 12:00 PM on the Friday preceding the scheduled week whenever practical to do so.

ARTICLE 33 - REPRESENTATION OF EMPLOYEES

The Local Union does not waive any right to claim representation for any employees excluded by the terms of this Agreement should it be selected by such employees as their collective bargaining agency.

ARTICLE 34 - BCTGM-PAC CHECK-OFF

The Company agrees on an employee's written authorization to deduct from the pay of such employee his or her contribution to the BAKERY, CONFECTIONERY, TOBACCO WORKERS AND GRAIN MILLERS INTERNATIONAL UNION, AFL-CIO Political Action Committee and forward same to the Local Union, as directed by the employee on the authorization form.

ARTICLE 35 - 401(K) PLAN

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

Effective March 1, 2022, the Company Match will increase to fifty percent (50%) match of employee's contributions, up to the first six percent (6%) of eligible pay.

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. Employees may opt out of the annual escalation at any time.

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

ARTICLE 36 - SUCCESSIONSHIP

The agreement shall be binding upon all parties, their successors, administrators, executors, and assigns.

It is agreed that in the event the company sells, leases, transfers or assigns a manufacturing facility, the Company will require the purchasers, as a condition of sales and as part of the sale agreement, to assume and be bound by this collective bargaining agreement. Additionally, the purchasers must, as a condition of sale, be required to recognize the BAKERY, CONFECTIONERY AND TOBACCO WORKERS AND GRAIN MILLERS INTERNATIONAL UNION, AFL-CIO as the bargaining representative for the employees within the existing unit.

If Mondelez Global LLC relocates or divides its sales branch located at 17689 East 30th Ave, Aurora, Colorado to a new Mondelez Global LLC Denver metropolitan, the BCTGM affiliated employees who are actively employed at the current branch at the time of said move shall be offered the opportunity to continue employment at the new facility.

ARTICLE 37 - MISCELLANEOUS CLAUSES

a. When an employee sustains a work connected injury of such severity as to cause a loss of time during the day or shift on which such injury occurs, the employee will not incur any loss of wages for the remainder of the normal working day or shift on which the employee is injured. The Company will make whole the employee's wages of eight (8) hours at his or her straight-time hourly classification rate for such normal workday or shift in the trimester following the period in which the bonus was earned, subject to the single day vacation scheduling restrictions in Article 19.

Payment of such wages shall not be construed as an admission of liability on the part of the Company under Workers' Compensation Laws, or under any other laws.

b. Severance pay will be granted to employees when it is necessary to suspend permanently all sales branch operations. All employees not required for clearing and preparing the premises for other occupancy will be terminated on the closing date by severance pay depending on length of service.

All employees on the payroll who are actively at work will receive a severance payment provided their employment is terminated by the Company as a result of the suspended operations. Employees off from work due to illness, injury, pregnancy, or leave of absence who would normally have returned to work, will receive the same consideration as those actively employed. Persons off from work who are not expected to return will not receive severance pay.

The severance allowance is based on length of service with the Company as follows:

Up to 12 months	1 week's pay
12 months to 30 months	2 weeks' pay
30 months to 42 months	3 weeks' pay
42 months to 54 months	4 weeks' pay
Above 54 months, use same formula.	

A week's pay consists of forty (40) hours at the employee's straight-time hourly classification rate.

c. Union Officials - Any regular employee accepting full-time employment as an official in the Local Union or in the BAKERY, CONFECTIONERY, TOBACCO WORKERS AND GRAIN MILLERS INTERNATIONAL UNION, AFL-CIO shall be granted a leave of absence for the duration of such Union employment, and upon the expiration thereof, shall have the right to be reinstated to his or her previous employment with the Company. Seniority shall accumulate during such leave of absence.

d. Supervision and/or Sales personnel shall not perform the duties of employees covered by this Agreement except in instructing employees or in cases of emergency.

e. Steward Training Effective 1-1-97, the Company shall pay each Shop Steward a maximum of two (2) day's pay of eight (8) hours at the straight time hourly classification rate, each year, during the term of the contract, to attend a Union Education Conference, provided that the Union gives the Company at

least two (2) weeks' advance notice of the date of the conference and such absence will not disrupt business operations. The Company shall provide input to the Union regarding the agenda for the second day of the conference.

f. New Employee Joint Orientation The Company and Union agree to utilize a joint orientation presentation for newly hired employees that will encompass, but not be limited to, the parties commitment to quality, productivity, attendance, and the BCTGM-Mondelez Brands partnership. The details surrounding said presentation will be discussed and resolved on a local basis and will be implemented no later than January 1, 1991.

g. It is understood that the Company and its affected employees are required to adhere to Department of Transportation (DOT) rules and regulations.

h. The Company will devise and implement a time record document by which a Driver can accurately indicate whether they did not take an unpaid meal period each day. If the Driver indicates no meal period was taken, then no deduction from their pay for the day will occur; this will apply to second meal periods as well.

i. The Company will advise employees of known daily overtime assignments as soon as known. The advice will be made via an electronic communications media.

j. For the term of this agreement, any grievance alleging that supervisory employees have performed work ordinarily performed by employees covered by this agreement will be escalated to the 4th step of the grievance procedure.

k. Provided that the company continues to shuttle in bound product shipped by rail to its Aurora, CO distribution center via bargaining unit drivers, which it may discontinue at any time at its sole discretion, the assignment of in bound rail shipment pick ups will occur by first assigning the shuttle driver the run provided he is immediately available. If the shuttle driver is not immediately available, other qualified, available drivers will be offered the run by seniority through the weekly bid procedure.

Perfect Attendance Bonus Plan

One (1) day's straight time pay only for each four (4) months of perfect attendance shall be granted as an attendance bonus. Absences resulting from funeral leave, vacations, jury duty, union business, military service, and industrial accidents, whenever such absences began and/or ended during the bonus period, or absences caused by natural emergencies resulting in government declaration prohibiting employees from reporting to work, shall not be counted against the perfect attendance bonus plan. The attendance bonus periods shall be December 1 through March 31, April 1 through July 31, and August 1 through November 30. Payment shall be made on or before the 20th of the month following the completion of each four (4) month period of perfect attendance. Employees may choose to take a day off with pay in lieu of the pay set forth in the trimester. Employees who elect the day off option must inform the Company within one (1) week of receiving confirmation of having qualified for the bonus. If the employee is unable to take the earned day off in the following trimester, then pay in lieu of the day off will be automatically processed.

Employees who are laid off for twenty (20) working days or less shall qualify for one (1) day's straight-time pay only.

FMLA Leave absences shall not be counted against the perfect attendance bonus if such absence(s) are concurrent with paid time off. However, FMLA Leave absences that are unpaid will disqualify from the perfect attendance bonus.

Enabling Provision

During the life of this Agreement, the local joint Company/Union Committee shall review, discuss and recommend changes to achieve vision matrix objectives, continuous improvement initiatives and productivity improvement requirements. The local parties can also request a meeting with the Headquarters' Steering Committee to present and discuss joint recommendations, including adding or eliminating classifications, partnership relationship concerns and VTF Phase Progression resource requirements. In addition, local parties are encouraged to seek HQSC counsel and assistance in resolving obstacles to the vision, continuous improvement and/or productivity. Both the Union and Company Headquarters' Steering Committee members must approve any addendum that will modify the collective bargaining agreement, prior to final implementation.

Family Medical Leave Act Policy Amendments

Any employee qualifying for and utilizing a leave of absence under the FMLA will not be required to use vacation days during the leave of absence to the extent that the use of vacation days will reduce the employee's remaining accrued annual vacation days to ten (10) days or less in that year. If, however, an employee qualifies for the Total Perfect Attendance Bonus during the three (3) immediately preceding four (4) – month periods, that employee will not be obligated to use any of his/her vacation days during FMLA leave in the following year.

Pay For Military Leave of Absence

Mondelez Global LLC and the Bakery, Confectionery, Tobacco Workers and Grain Millers International Union (BCTGM or Union) agree that the following benefit will be provided for employees included in the national negotiations

Pay Differential For Military Leave

Regular full-time employees who are granted military leave in accordance with the current collective bargaining agreement and/or applicable Federal or state laws will be eligible to receive differential pay. Such pay shall be the difference between his or her military pay (excluding allowances) and the base straight time wages that would have been received from Mondelez Global LLC for the same period of time. This benefit will be paid provided:

1. The employee is required to perform such duty to maintain status in the military organization of which he or she is a member; and
2. Upon completion of such duty, the employee must present a copy of his/her earnings statement to the local HR Department showing the time spent on duty and the total amount paid for this duty. This paid military leave will not exceed ten (10) working days in any one calendar year. However, if local practices permit, the employee may use available vacation in such situations. Such pay differential is not provided for any days on which the employee would not be scheduled to work nor shall it apply to overtime.

The parties further agree that this policy shall supersede any existing policies or practices regarding pay for military leave at any location included in the national negotiations

Sales Branch Agreement

In the event business conditions or competitive/customer requirements mandate the need for an alternative work week schedule, the local Union and Company management shall meet to discuss and review mutually acceptable changes to meet those business needs.

Sales Branch Productivity

In the Branches Addison, Illinois, Aurora, Colorado, Norcross, Georgia, Company and Union officials agree to meet locally on a quarterly basis to mutually discuss ways to enhance productivity and improve operating efficiencies. The first meeting should be held prior to November 30, 2001.

Both the Union and Company Headquarters' Steering Committee members must approve any addendum that will modify the collective bargaining agreement, prior to final implementation.

Product Sourcing

The parties recognize the excellent progress that Mondelez has made in repatriation of products since the Labor-Management Conference in 1994 in San Antonio, Texas. The parties will continue to foster the vision matrix which will enable the Company to consider opportunities for additional repatriation. The parties further acknowledge that the Company retains the right to determine where products are produced.

Mondelez-BCTGM Vision Development Fund

- The Mondelez-BCTGM Vision Development Fund (“VDF”) has been established to support local bakery progression through the phases of the Joint Vision Matrix including, but not limited to, organization redesign, multiskill training and local partnership enhancement.
- During the life of this Contract, the Company shall provide up to \$1 Million per year for the VDF, to be used only in that year. Local parties must apply to the Headquarters’ Steering Committee for VDF monies.
- The HQSC will provide ongoing direction and oversight regarding these expenditures.
- The Company shall administer the VDF and shall consider all recommendations and advice provided by the Headquarters’ Steering Committee.

Oursourcing Language

The BCTGM International Union and the Company (KFNA) agree to meet and discuss opportunities for additional repatriation of Mondelez products.

Subcontracting

It is understood and agreed that the decision to subcontract shall be made by management, and that such decisions will be discussed with the Local Union at a time in advance of the actual subcontract.

Management shall inform the Local Union’s designated representative whenever any work is to be subcontracted and will discuss with the Local Union the reasons for such subcontracted work. The Company also agrees it will not subcontract any work provided it then has sufficient manpower, skills, ability and equipment in the plant to timely and efficiently perform the work involved, keeping in mind the first priority of our maintenance employees is the maintenance of our equipment. The Company recognizes the Union’s rights on the issue of subcontracting.

Direct Deposit

The Union will work in a positive manner to support participation in direct deposit.

Union Advisory Committee

The purpose and intent of this Committee is to achieve a more harmonious and cooperative workplace by educating this committee on the business, working through unresolved issues at the plants, and by developing a non-adversarial relationship. The parties shall endeavor to meet at least annually to discuss business updates, integration of programs such as IL6S (Integrated Lean Six Sigma), potential repatriation of product opportunity, and other matters of mutual interest.

This Committee will consist of representatives of the International Union and two (2) representatives from each of the Local Unions who participate in the national negotiations. The Committee will provide advice and input to the Company, including recommendations on how to make this process more effective, with the goal of improving the working relationship between the parties.

The Company and the Union agree to establish a joint sub-committee to help plan logistics for the meeting, including dates, location, and agenda.

The parties recognize that the Company may be providing the Committee with confidential information and as such, the Committee agrees to treat this information as confidential. The Company shall pay for lost time of eight (8) hours for any regularly scheduled workday(s) for up to one (1) employee from each location, as well as the meeting rooms. The Union is responsible for travel expenses for its' members to participate.

ARTICLE 38 - LABOR MANAGEMENT

The management of the business of the Company, the direction of its working forces, the schedules and quantities of production and the methods, processes and means of distribution are prerogatives of the Management.

It is understood that no provisions of this Section shall in any way interfere with or abrogate any rights conferred upon the Union or its members by any other clauses contained in this Agreement.

In cases where changes in technological systems are contemplated by Management, the Company will submit changes to the Business Representative and/or top official of the Local Union. Where the Union claims that any such change will result in more than a fair day's work for the employees involved, such change shall be submitted to a person designated by the top official of the parent body of the Local Union and to a person designated by the Management, in an effort to reach agreement. Where both officials fail to reach an agreement, the provisions of Article 28 - Arbitration shall apply.

The Company agrees that when new machinery or technology is introduced into the Bakery, the Company will notify the Union as early as possible and the parties agree to meet for the purposes of discussing the impact of such machinery or technology on the employees covered by the Labor Agreement.

Class A Provision

At such time that the Company determines that vehicles requiring Class A licenses will be utilized, the Company agrees to provide training and licensing at Company expense to employees who are required to drive such vehicles based on seniority. The Company will maintain sole discretion regarding the sources of training and the number of employees required to operate these vehicles and provide for necessary backup. The Company accepts no responsibility for ensuring the successful completion of this training by any particular employee and the cost of repeated training opportunities will be borne by the employee. An employee who secured their Class A, Commercial Drivers License by participating in the above training program and who voluntarily terminates within twelve (12) months of completing such training must reimburse the Company for all expenses (written permit test, outside driving training school, on- the-road test) associated with the individual's training.

ARTICLE 39 - PERIOD OF AGREEMENT

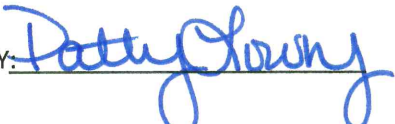
The parties hereto have met in collective bargaining negotiations and have reached an agreement on those matters set forth in the Memorandum of Agreement dated 9/14/2021 (attached hereto). These matters have been incorporated into and are now a part of this Agreement. This Agreement shall be in full force and effect from March 1, 2021, through and including February 28, 2025, and shall supersede the prior agreement.

This Agreement shall expire at 11:59 PM on February 28, 2025, if notice to cancel has been given by either Party to the other no later than January 29, 2025. If a Successor Agreement has not been negotiated and ratified by the Parties by February 28, 2025, and If neither Party has given notice of cancellation of this Agreement, this Agreement shall remain in effect for successive thirty (30) day periods until such time as a Successor Agreement has been ratified by the Union's membership or thirty (30) days' written notice to cancel is given by either Party.

Any new Agreement, when consummated, shall be retroactive to March 1, 2025 or any subsequent applicable annual expiration date.


FOR THE COMPANY:

MONDELEZ GLOBAL LLC
AURORA, CO BRANCH WAREHOUSE

BY: 
DATE SIGNED: 5-25-22

FOR THE UNION:

BAKERY, CONFECTIONERY TOBACCO
WORKERS AND GRAIN MILLERS
INTERNATIONAL UNION AFL-CIO
LOCAL NO. 26

BY: 
DATE SIGNED: 5/25/2022

APPENDIX "A"

CHECK-OFF AUTHORIZATION FORM

I hereby assign to Local Union 26, BAKERY, CONFECTIONERY, TOBACCO WORKERS AND GRAIN MILLERS INTERNATIONAL UNION, AFL-CIO, and authorize you to check off and deduct from any wages standing to my credit an amount equal to the regular monthly dues and/or initiation fees required to be paid by me to said Local Union for each calendar month said dues or initiation fees are levied and to remit said amounts to the Local Union specified herein not later than the 17th day of each month in which said dues or initiation fees are required to be paid; provided that initiation fees may be checked off in equal consecutive weekly installments during a period of not more than five (5) weeks. Each installment shall be remitted to the Local Union within one (1) week after the same is deducted.

This assignment and authorization shall remain in effect until revoked by me, but shall be irrevocable for a period of one (1) year from the date appearing below or until the termination of the collective bargaining agreement between yourself and Local Union 26, BAKERY, CONFECTIONERY, TOBACCO WORKERS AND GRAIN MILLERS INTERNATIONAL UNION, AFL-CIO, whichever occurs sooner. I further agree and direct that this assignment and authorization shall be continued automatically and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable collective bargaining agreement between yourself and Local Union 26, BAKERY, CONFECTIONERY, TOBACCO WORKERS AND GRAIN MILLERS INTERNATIONAL UNION, AFL-CIO, whichever period shall be shorter, unless written notice of its revocation is given by me to yourself and the Local Union by registered mail not more than thirty (30) days and not less than fifteen (15) days prior to the expiration of each period of one (1) year, or of each applicable collective bargaining agreement between yourself and the said Local Union, whichever occurs sooner. Such notice of revocation shall become effective for the calendar month following the calendar month in which you receive it.

This assignment and authorization supersedes all previous assignments and authorizations heretofore given to you by me in relation to my membership dues or initiation fees.

I further authorize you to pay to Local Union 26, BAKERY, CONFECTIONERY, TOBACCO WORKERS AND GRAIN MILLERS INTERNATIONAL UNION, AFL-CIO, all Union dues and initiation fees which may have been deducted from my wages prior to the date of this authorization and still held by you, and I hereby relinquish any and all claims to said monies.

Date: _____

Signature: _____

APPENDIX "B"

RETIREMENT

The Company withdrew from participation in the "B & C Union and Industry International Pension Trust Fund" (the "B & C Fund") effective May 23, 2018.

A new retirement program called the Enhanced TIP Plan will be provided to all employees, through the existing TIP Plan (and based on eligibility under the existing TIP Plan), subject to this agreement as follows:

1. Effective May 23, 2018: The Company ceased to contribute into the Bakery and Confectionary Union and Industry International Pension Fund (other than withdrawal liability payments).
2. New Company contributions to the TIP Plan under the Enhanced TIP program for represented employees who were active as of May 23, 2018 ("eligible employees"):

For the purposes of the schedules presented in this Section, the term "Grandfathered Employee" means an employee who would have been eligible for the Golden 80 early retirement provisions of the Bakery and Confectionary Union and Industry Pension Fund within the five (5) year period beginning May 23, 2018 had the "default schedule" not applied and had the employee continued to be a participating active employee.

- a. Basic Contribution: Each eligible employee will receive a contribution per hour credited based on age at the contribution date in accordance with the following schedule:

Age at Contribution Date	Basic Contribution Rate Per Hour Credited	
	Non-Grandfathered Employees	Grandfathered Employees
20-24	\$0.2632	--
25-29	\$0.3947	--
30-34	\$0.5789	--
35-39	\$0.7895	--
40-44	\$1.0526	--
45-49	\$1.5789	\$1.9737
50-54	\$2.1053	\$2.6316
55-59	\$3.2895	\$3.9474
60+	\$4.7368	\$4.7368

Age at Contribution Date	Basic Contribution Rate – Annual Equivalent for Employees Who are Credited with at Least 1,900 Hours in a Calendar Year	
	Non-Grandfathered Employees	Grandfathered Employees
20-24	\$500	--
25-29	\$750	--

30-34	\$1,100	--
35-39	\$1,500	--
40-44	\$2,000	--
45-49	\$3,000	\$3,750
50-54	\$4,000	\$5,000
55-59	\$6,250	\$7,500
60+	\$9,000	\$9,000

The contribution to be made each pay period is based on the hours credited to the eligible employee during the prior pay period. For the purposes of this subsection 2a, an eligible employee will receive credit for each hour for which the employee received “eligible compensation” as defined under the TIP Plan (such as paid vacation or sick pay, but not including pay in lieu of vacation) or for which the employee was unable to perform his or her regular duties due to his or her medical condition or while on unpaid leave qualified under the FMLA. The maximum number of hours credited for the 2018 calendar year is 1,900 hours, less the number of hours credited under the Bakery and Confectionary Union and Industry International Pension Fund for that year. The maximum number of hours credited for each calendar year thereafter will be 1,900 hours.

- b. Restoration Contribution:** The Company will provide eligible employees with a Transition Benefit for five years following May 23, 2018 to offset the cancellation of post-January 1, 2007 increases in the Bakery and Confectionary Union and Industry International Pension Fund Benefit Levels imposed upon the Company’s exit from the Fund. For employees who were vested in their Bakery and Confectionary Union and Industry International Pension Fund Benefit on May 23, 2018, contributions will be made with each of the subsequent 260 weekly paychecks, provided that the employee remains actively employed and eligible for the Plan during each respective pay period. The Restoration Contribution is not conditioned upon the Fund’s unilateral imposition of the post-January 1, 2007 Benefit Level cancellation. The contributions are based on each employee’s age and Bakery and Confectionary Union and Industry International Pension Fund credited service as of May 23, 2018 according to the following schedule:

RESTORATION CONTRIBUTIONS TABLE

Age on May 23, 2018	Per Weekly Paycheck Contribution Rate per Year of Credited Service under the B&C Pension Plan on May 23, 2018 (for B&C Fund Vested Employees)	
	Non-Grandfathered Employee	Grandfathered Employee
25	\$0.46	n/a
26	\$0.48	n/a
27	\$0.52	n/a
28	\$0.56	n/a
29	\$0.60	n/a
30	\$0.64	n/a
31	\$0.68	n/a
32	\$0.74	n/a
33	\$0.78	n/a
34	\$0.84	n/a

35	\$0.90	n/a
36	\$0.96	n/a
37	\$1.02	n/a
38	\$1.09	n/a
39	\$1.17	n/a
40	\$1.25	n/a
41	\$1.33	n/a
42	\$1.43	n/a
43	\$1.53	n/a
44	\$1.65	\$1.59
45	\$1.75	\$1.69
46	\$1.87	\$1.81
47	\$2.01	\$1.95
48	\$2.15	\$2.09
49	\$2.31	\$2.23
50	\$2.47	\$2.39
51	\$2.63	\$2.55
52	\$2.83	\$2.73
53	\$3.03	\$2.93
54	\$3.22	\$3.12
55	\$3.46	\$3.34
56	\$3.70	\$3.58
57	\$3.96	\$3.82
58	\$4.24	\$4.10
59	\$4.54	\$4.38
60	\$4.86	\$4.68
61	\$5.19	\$5.02
62	\$5.55	\$5.37
63	\$5.93	\$5.79
64	\$6.35	\$6.27
65	\$6.81	\$6.81

Age on May 23, 2018	Annual Equivalent Contribution Rate per Year of Credited Service under the B&C Pension Plan on May 23, 2018 (for B&C Fund Vested Employees) for Those Employees Who Remain Active for the Full Year	
	Non-Grandfathered Employee	Grandfathered Employee
25	\$24	n/a
26	\$25	n/a
27	\$27	n/a
28	\$29	n/a
29	\$31	n/a
30	\$33	n/a
31	\$35	n/a
32	\$38	n/a
33	\$41	n/a

34	\$43	n/a
35	\$46	n/a
36	\$50	n/a
37	\$53	n/a
38	\$57	n/a
39	\$61	n/a
40	\$65	n/a
41	\$70	n/a
42	\$75	n/a
43	\$80	n/a
44	\$85	\$83
45	\$91	\$88
46	\$98	\$94
47	\$105	\$101
48	\$112	\$108
49	\$120	\$116
50	\$128	\$124
51	\$137	\$133
52	\$147	\$142
53	\$157	\$152
54	\$168	\$162
55	\$180	\$174
56	\$192	\$186
57	\$206	\$199
58	\$220	\$213
59	\$236	\$228
60	\$252	\$244
61	\$270	\$261
62	\$289	\$279
63	\$309	\$301
64	\$330	\$326
65	\$354	\$354

- c. 5-Year Transition Benefit for Grandfathered Employees: Contributions made for each of the subsequent 260 weekly paychecks following May 23, 2018, provided that the Grandfathered Employee remains actively employed and eligible for the Plan during each respective pay period, based on each employee's age and Bakery and Confectionary Union and Industry International Pension Fund credited service as of May 23, 2018 according to the following schedule:

Age on May 23, 2018	Per Weekly Paycheck Contribution Rate per Year of Credited Service under the B&C Pension Plan on May 23, 2018
45-49	\$5.77
50-54	\$7.69
55-59	\$9.62
60+	\$9.62

Age on May 23, 2018	Annual Equivalent Contribution Rate per Year of Credited Service under the B&C Pension Plan on May 23, 2018
45-49	\$300
50-54	\$400
55-59	\$500
60+	\$500

Years of Credited Service for purposes of the above schedule are adjusted upward for certain Grandfathered Employees who had not completed 20 Years of Credited Service as of May 23, 2018 and who are not projected to complete 25 Years of Credited Service at age 62.

- d. 5-Year Transition Benefit for Employees Eligible for the B&C Pension Plan “Plan A Supplemental” Benefit: Each employee who is eligible to receive the Supplemental Benefit under the Bakery and Confectionary Union and Industry International Pension Fund (i.e. earned at least 3 months of credited service between 1/1/1990 and 6/30/1991) will receive (provided that the employee remains actively employed and eligible for the Plan) a Supplemental Transition Benefit based on the age at May 23, 2018 in accordance with the following schedule:

Age on May 23, 2018	Supplemental Transition Contribution Rate	
	Per Hour Credited	Annual Equivalent for Employees Who are Credited with at Least 1,900 Hours During a Calendar Year
45-49	\$0.3684	\$700
50-54	\$0.5132	\$975
55-59	\$0.7105	\$1,350
60+	\$0.8684	\$1,650

The contribution to be made each pay period is based on the hours credited to the employee during the prior pay period for a total of 5 years from May 23, 2018. For the purposes of this section, hours will be credited in the same manner as described in 2a. above. The maximum number of hours credited for the 2018 calendar year is 1,900 hours, less the number of hours credited under the Bakery and Confectionary Union and Industry International Pension Fund for that year. The maximum number of hours credited for each calendar year thereafter will be 1,900 hours.

- e. Transition Benefit for Eligible Employees Not Yet Vested in the Bakery and Confectionary Union and Industry International Pension Fund as of May 23, 2018: The Company will contribute to the TIP accounts of eligible employees a transition benefit based on age and credited service in the Bakery and Confectionary Union and Industry International Pension Fund as of May 23, 2018 as follows:
- i. One-time contribution equal to the annual Basic Contribution Rate under 2a. based on the employee’s age on May 23, 2018 times the Bakery and Confectionary Union and Industry International Pension Fund credited service on May 23, 2018.
 - ii. This contribution will be made as of the paycheck following the employee’s fifth (5th) anniversary of employment provided that the employee has remained actively at work and eligible for the Plan until that time.

3. New Company contributions to the TIP Plan for represented employees who are hired after May 23, 2018 once the employee has satisfied eligibility under the Plan:
Contribution of 3% of eligible compensation to be made each pay period based on the eligible compensation earned by the employee during the prior pay period.
4. Two year cliff vesting schedule for the Company contributions described in #2 above. Existing vesting under the TIP applies to contributions in #3 above.
5. The Company will continue to offer the same opportunity for eligible employees to make elective employee before tax and after tax contributions to the existing TIP Plan and the Company matching contribution as provided under the current CBA.
6. The other terms of the TIP Plan will continue to apply as may be amended from time to time.
7. In the event of conflict between interpretations of this Collective Bargaining Agreement and the Summary Plan Description (SPD) or Plan Document, the terms of the Summary Plan Description of Plan Document shall prevail.

APPENDIX "C"

HEALTH AND WELFARE

It is hereby agreed to provide insurance or Health Benefits as follows:

- a) The Employer hereby agrees to be bound as a party by all the terms and provisions of the Agreement and Declaration of Trust dated May 12, 1953, as amended, establishing the Bakery and Confectionery Union and Industry International Health Benefits Fund (hereinafter called the Health Benefits Fund) and said Agreement is made part hereof by reference.
- b) Continuing with February 29, 2008, the Employer agrees to make payments to the Health Benefits Fund for each employee working in job classifications covered by a Collective Bargaining Agreement between the Employer and Union as follows:

For each day or portion hereof, which an employee works in such a job classification or receives pay in lieu of work (such as holiday, vacation, pro rata vacation, and severance pay), the Employer shall make a contribution of \$7.40 per day to the Health Benefits Fund, but not more than \$37.00 per week for any one employee. (The stated maximum does not apply to pro rata vacation or severance pay).

Contributions shall be payable on behalf of employees beginning on the 1st day the employee begins working in a job classification covered by the Collective Bargaining Agreement between the Employer and the Union, (but no later than the 91st day of employment). When contributions commence after the first day of employment, the parties should review the eligibility rules of the Plan to determine when coverage for a new employee will begin.

Contributions shall be paid on behalf of all employees working in covered job classifications – there

are no exceptions for employees who are not members of the Union, temporary, seasonal, or part-time employees, for leased employees or for any other type of employee. The term "employee" does not include a self-employed person, corporate officer, owner, or partner.

- c) The payments made in accordance with (b) above shall be allocated as follows:
- \$6.00 per day to provide Health Benefits for Pensioners in accordance with Plan W-1 of said Fund.
\$1.40 per day to provide Health Benefits for Pensioners in accordance with the Plan P-26 of said Fund, effective 3/1/08.
- d) If at any time during the term of this Collective Bargaining Agreement, or any renewal or amendment thereof, there should be enacted any laws or regulations requiring the Employer to secure, provide, or pay for Insurance or Health Benefits coverage not provided for in said Plan, either party hereto may, upon 30 days written notice to the other, reopen this Collective Bargaining Agreement solely for the limited purpose of making such adjustments as may be appropriate in the light of said new laws or regulations.
- e) Contributions provided for herein shall be paid monthly and shall be accompanied by a completed remittance report. Both payment and report are due on the tenth day of the month following the month covered by the report. In the event the Employer fails promptly to pay amounts owed, the Employer shall pay such collection costs, including court costs and reasonable attorneys' fees, as the Health Benefits Fund shall incur, and shall pay interest at such rates as the Trustees shall fix from time to time.
- f) Contributions provided for herein shall be paid at the rate set forth in paragraph (b) during the term of this Collective Bargaining Agreement. At any time after the initial term, the contributions shall be paid at the rate set forth by the Health Benefits Fund office for coverage beyond the term of the Agreement. The Employer agrees to provide such coverage and pay such new rate unless the Fund is notified in writing thirty days prior to the requested cessation of coverage.
- g) This clause encompasses the sole and total agreement between the Employer and the Union with respect to Health Benefits Fund coverage. If any other agreement between the Employer and the Union (including the Collective Bargaining Agreement) contains provisions inconsistent with this clause, those inconsistent provisions shall have no force and effect with respect to the obligations and agreements set forth herein.
- h) This clause is subject in all respects to the provisions of the Labor-Management Relations Acts of 1947, as amended, and to any other applicable laws.
1. The employer agrees to provide and maintain all current plans, health benefits, levels, and cost (MOB) for all locations covered by this agreement at no additional cost or expense to the participant or their dependents through the term of the Agreement. The "SignatureValue" Plan through UHC of Oregon will continue to be provided to Portland Bakery employees, so long as this product continues to be offered by UHC of Oregon. If any change is made in current administrators, proper notification will be given to the International and Local Union.
 2. Extend Health Benefit coverage to three (3) months when layoff occurs
 3. Reduce eligibility of reinstatement for Health Benefits coverage from 80 hours to 0 hours.

4. The Company will offer to active and retired employees the ability to purchase Supplemental life insurance under the group universal life insurance plan. Effective January 1, 2022, the Parties agree to convert the current Group Universal Life Insurance (GUL) to Optional Life Insurance, at the current coverage levels.
5. Amend dependent age-out provision from 19 or 23 if full-time students to 19/25 for all BCTGM council groups
6. Increase Sickness and Accident Benefit Level to \$360 effective 9/1/12.
Increase Accident and Sickness Benefit Level to \$380/week effective 10/18/2021, and increase to \$410/week effective 3/1/2023.
7. Employees will continue to have COBRA coverage available between the ages of 60 and 65 per contract language.
8. Effective 3/5/12 the Company will double the premium it pays to the Pensioner's Health Benefits P-Plan to maintain the current P-35Plan benefit of \$21,000 and effective the same date will increase the level to P-Plan 44 benefit of \$26,400.
9. Effective 6/1/08: The Company will make its optional Long Term Disability (LTD) Plan available to regular full-time bargaining unit employees on a voluntary basis according to plan terms and conditions. The Company will apply plan revisions including, but not limited to, plan design modification, benefit levels or options, employee contributions and mode of administration that become effective during the life or extension of this Labor Agreement on the same basis for all Plan participants.
10. Effective 1/1/09 prescription co-pay shall be as follows: \$10.00 for generic drugs and \$20.00 for brand name drugs. \$10.00 co-pay for mail order ninety day supply for generic drugs or for brand when there is no generic available. \$20.00 co-pay for mail order ninety day supply brand name drugs.
11. During the life of this contract, employees who retire between the ages of 60 and 65 will be permitted to purchase additional health benefits beyond the eighteen (18) month COBRA coverage period through the age of 65. The rate will be 102% of the applicable premium, based on pre-age 65 retiree experience. The Company shall review and re-establish such rates on a periodic basis.

APPENDIX D

A. The Company and the Union agree to form a labor management committee with the purpose of discussing employee incentives for safety and productivity. Any agreements reached by said committee shall not be part of the collective bargaining agreement.

B. The rate of pay for the Working Forepersons shall be as follows:

Night Working Foreperson – Current Working Foreperson Rate (+ \$.20 over the top Warehouse rate).

Day Working Foreperson - \$.725 over the top Warehouse rate.

APPENDIX E

The Company and the Union agree that the following documents be included in the appendix of the collective bargaining agreement:

- a) Memorandum of Agreement concerning the issue of single day lay-offs dated June, 2002.
- b) Letter of Understanding between Mondelez Global LLC and BCTGM Local #26 signed March 11, 2011.
- c) Grievance Response Letter dated November 16, 2010.

Memorandum of Agreement

This Memorandum of Agreement ("Agreement") entered into by Kraft Foods North America, Inc., Nabisco Biscuit, Snacks and Confections Group ("Company") and the Bakery, Confectionary, Tobacco Workers & Grain Millers International Union, Local 26 ("Union") confirms the details of the verbal agreement reached between the Company and the Union concerning the issue of single day lay-offs.

The Company and the Union acknowledge the dynamic and cyclical nature of the business and the Company's need for scheduling flexibility as a way to improve operating efficiencies. When the Company identifies the need for single day lay-offs, the following process will be implemented:

1. The Company will post the day(s) identified for lay-off by 12:00 PM on the Friday preceding the scheduled week, when practical. Posted days off will be made available to volunteers by seniority.
2. If insufficient volunteers are available, the Company will determine the employee(s) for lay-off by inverse seniority. If three (3) or more single days are identified in one week without volunteers, the least senior employee(s) selected will have the option to be laid off the entire week.
3. Single day lay-offs are not eligible for any pay or compensation unless the employee wishes to utilize earned vacation or floating holiday pay.

As part of this Agreement, the grievance filed by Mr. Daniel Severt on March 30, 2001 is considered resolved.

THE PARTIES HAVE CAREFULLY READ THE ABOVE, UNDERSTAND ITS CONTENTS, EXECUTE IT VOLUNTARILY AND AGREE TO BE BOUND BY ALL OF THE PROVISIONS.

Bakery, Confectionary, Tobacco Workers &
Grain Millers International Union, Local 26

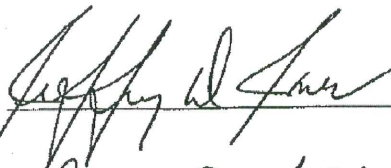
Kraft Foods North America, Inc., Nabisco
Biscuit, Snacks and Confections Group

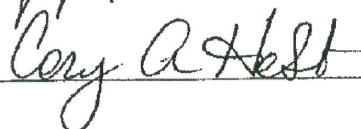




06-03-02

Date





6-20-02

Date



Bakery, Confectionery, Tobacco Workers & Grain Millers
International Union AFL-CIO Local No. 26

2201 W. 62nd Avenue

Denver, Colorado 80221

Phone (303) 453-0621

Fax (303) 468-0600

LETTER OF UNDERSTANDING

Between

Kraft Nabisco

and

BCTGM Local No. 26

Kraft Nabisco and BCTGM Local No. 26 hereby agree to the following:

Combination drivers returning from partial or full week overnight bids due to vacations, call-ins, funeral leave, etc, shall remain in that classification for the remainder of that day or until the bid ends, whichever is longer. Combination Drivers on a partial week bid shall return to their previous classification and duties the next work day, including Saturday if work is available. Combination Drivers on a full week bid will return to their previous classification on the following Monday.

For the Company

Donald Sherry

Date: 3/11/2011

For the Union

Michael R. Jackson

Date: 3/11/11



November 16, 2010

Mike Fushimi
Vice President and Business Manager
BCTGM Local 26
2201 W. 52nd Ave.
Denver, CO 80221

Sent via: Fax: 303 458-0689
U.S. Mail

Dear Mike:

In response to the Grievance filed by Mark Valdez dated 10/25/2010 concerning the reduction of a classified Driver. Agreement has been made to stay with the Fourteen (14) Drivers, down from Fifteen (15) in 2010 and Utilize the shuttle bid Driver as a combination employee. This settlement is being made on a non precedent setting basis. We the company maintains the right to establish staffing needs by classification under Article 38, Management Rights.

Also included in the settlement a weekly bid sheet (Pull Sheet) will be posted Tuesday to the following Tuesday for Drivers who volunteer to work in the warehouse. These drivers will be contacted when business needs occur, which may include Fridays, Holidays, etc. Rate of pay will be 1 ½ times pay and no minimum hour's guaranteed. Their signature commits them to this process and therefore they must be available when contacted or the next volunteer will be immediately contacted.

Sincerely,

Ronald Searcy
Manager of Customer Logistics
Kraft Foods, NA

cc: Greg Frenette, Anita Torrano



Letter of Understanding

2/15/2022

Clifton Horton
President/Business Manager
BCTGM/ AFL-CIO Local #26
2201 W. 52nd. Ave.
Denver, CO. 80221

Dear Cliff,

Per Mondelēz policy, in regard to Colorado Sick Leave, we are front loading Colorado Sick Leave on January 1st of each year. However, effective immediately, that sick leave will not be available to brand new hires until their 91st day of employment.

For the Company

Patty Clowry
Date: 2-15-22

For the Union

Clifton Horton
Date: 2/15/22