

**Second Revised Last, Best and Final Offer of
Mondelēz Global LLC to
BCTGM Locals 26, 42, 300, 358, 364, 719
Dated December 21, 2016**

The Company makes this Second Revised Last, Best and Final Offer to resolve all issues between the Company and Locals 26, 42, 300, 358, 364, 719 as follows:

- **Contract Term** – Four Years – March 1, 2016 through February 29, 2020.
- **Pension.** The Company will withdraw from participation in the “B & C Union and Industry International Pension Trust Fund” (the “B & C Fund”) effective as of the earlier of ratification or implementation date. The Company will provide our employees in these bargaining units with a Company retirement plan that is comparable in value to the benefits provided under the B & C Fund (which is in critical and declining status.)
- **Health and Welfare Benefits.** The Company is offering a 90/10 medical, dental and vision plan, effective January 1, 20178, with \$200/\$400 deductibles, \$1500/\$3000 out of pocket maximums and employee contributions per month, deferred until January 1, 20189, of \$28 for employee only, \$54 for employee plus spouse, \$45 for employee plus child(ren), \$68 for family coverage. The Company will credit \$200 to each active employee’s Health Care Flexible Spending Account in January, 20178 and again in January, 20189.
- **Wages** – To be paid as soon as practicable after the earlier of ~~Upon~~ ratification or implementation, a 2.25% wage increase, all classifications retroactive to March 1, 2016; and an additional 2.25% on March 1, 2017 (or if after that date, as soon as practicable after the earlier of ratification or implementation); and an additional 2.25% on March 1, 2018 (or if after that date, as soon as practicable after the earlier of ratification or implementation); and an additional 2.25% on March 1, 2019 (or after that date, as soon as practicable after the earlier of ratification or implementation).~~, on the anniversary date of each year of the contract ratification.~~ Increase Airveyor rate in all bakeries to forklift rate. Increase night work compensation from \$.20 to \$.25 per hour.
- **Ratification Bonus** – If ratified prior to implementation, all members of the BCTGM Locals 26, 42, 300, 358, 364, 719 who are on the payroll as of ratification will receive a \$5000 ratification bonus payable within 30 days of ratification.
- **Flexible Shift Schedules.** Only applicable to volunteers, or on new lines, or for employees hired on or after March 1, 2016.
- **Vacation in Single Days** – Employees with five (5) or more weeks of vacation may use two (2) weeks in single days.
- **Bereavement Leave** – Employees may take days non-consecutively with 24 hours’ notice.

- **Applicable to Chicago Bakery Local 300 only** – separation package for those impacted by the ~~pending~~ reduction in force.
- Change name of Company to “Mondelēz Global, LLC” wherever found in the agreements.
- All attached open proposals and tentative agreements.

Company Proposal #1ed

Amend Article 13 in the Collective Bargaining Agreement between Mondelez Global LLC and Norcross Local 42; and

Amend Article 15 in the Collective Bargaining Agreement between Mondelez Global LLC Local 26; and

Amend Article 17 in the Collective Bargaining Agreements between Mondelez Global LLC and Atlanta Local 42, Local 300, Local 358, Local 364 and Local 719; and

Delete Appendix B in all of the above Agreements as follows:

ARTICLE 17 – RETIREMENT PLAN

~~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 retirements. (Appendix “B”)~~

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 date of change: The Company will cease to have an obligation to contribute to the Company into the Bakery and Confectionary Union and Industry International Pension Fund (other than withdrawal liability payments) as of the earlier of ratification or implementation date.

2. New Company contributions to the TIP Plan under the Enhanced TIP program for represented employees who were active as of the effective date of change (“eligible employees”):
For the purposes of the schedules presented in this Section, the term “Grandfathered Employee” means an employee who ~~is or would otherwise be eligible under the Golden 80 provisions of the Bakery and Confectionary Union and Industry International Pension Fund within the 5 year period beginning with the effective date of change 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 with the effective date of change 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:

Basic Contribution Rate Per Hour Credited		
Age at Contribution	Non-Grandfathered	Grandfathered

Date	Employees	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

**Basic Contribution Rate – Annual Equivalent
for Employees Who are Credited with at Least
1,900 Hours in a Calendar Year**

Age at Contribution Date	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 calendar year of the effective date of change 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 the effective date of change to offset the cancellation of post-January 1, 2007 increases in the Bakery and Confectionary Union and Industry International Pension Fund Benefit Levels that the Fund asserts will be imposed upon the Company’s exit from the Fund. For employees who are vested in their Bakery and Confectionary Union and Industry International Pension Fund Benefit at the effective date of change, 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 would not be conditioned upon the Fund’s unilateral imposition of the post-January 1, 2007 Benefit Level cancellation. The contributions will be based on each employee’s age and Bakery and Confectionary Union and Industry International Pension Fund credited service as of the effective date of change according to the following schedule:

RESTORATION CONTRIBUTIONS TABLE

Age at the Effective Date of Change	Per Weekly Paycheck Contribution Rate per Year of Credited Service under the B&C Pension Plan at the Effective Date of Change (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 at the Effective Date of Change	Annual Equivalent Contribution Rate per Year of Credited Service under the B&C Pension Plan at the Effective Date of Change (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
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- c. **5-Year Transition Benefit for Grandfathered Employees:** Contributions made for each of the subsequent 260 weekly paychecks following the effective date of change, 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 the effective date of change according to the following schedule:

Age at the Effective Date of Change	Per Weekly Paycheck Contribution Rate per Year of Credited Service under the B&C Pension Plan at the Effective Date of Change
45-49	\$5.77
50-54	\$7.69
55-59	\$9.62
60+	\$9.62

Age at the Effective Date of Change	Annual Equivalent Contribution Rate per Year of Credited Service under the B&C Pension Plan at the Effective Date
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 have not completed 20 Years of Credited Service as of the effective date of change 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 the effective date of change in accordance with the following schedule:

Supplemental Transition Contribution Rate		
Age at the Effective Date of Change	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 the effective date of change. 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 calendar year of the effective date of change 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 the Effective Date of Change:** 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 the effective date of change as follows:
- i. One-time contribution equal to the annual Basic Contribution Rate under 2a. based on the employee’s age at the effective date of change times the Bakery

and Confectionary Union and Industry International Pension Fund credited service at the effective date of change.

- 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 the effective date of change 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 "B"

PENSION FUND

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

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

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

~~For each 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 as stated in Paragraph c. to the Pension Fund, but not more than the stated amount in Paragraph c., per week for any one employee. (The stated maximum does not apply to pro rata vacation or severance pay).~~

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

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

_____	\$1,900 level Effective 03/01/12
Plan A	<u>Rate</u> _____ \$25.60

Plan C	-3.04
Plan G	-4.56
Plan D 4%	-6.08
Total Daily	<u>\$39.28</u>
Maximum Weekly	<u>\$196.40</u>

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

- ~~d) Contributions provided for herein shall be paid monthly and shall be accompanied by a completed remittance report. Both payment and report are due on the tenth day of the month following the month covered by the Report. In the event the Employer fails promptly to pay amounts owed, the Employer shall pay such collection costs, including court costs and reasonable attorneys' fees, as the Pension Fund shall incur, and shall pay interest at such rate as the Trustees shall fix from time to time.~~
- ~~e) The payments so made to the Pension Fund shall be used by it to provide retirement benefits for eligible employees in accordance with the Pension Plan of said Fund, as determined by the Trustees of said Fund, to be applied to the eligible employees based on the amount of Employer contribution.~~
- ~~f) This clause encompasses the sole and total agreement between the Employer and the Union with respect to pensions or retirement. If any other agreement between the Employer and the Union (including the Collective Bargaining Agreement) contains provisions inconsistent with this clause, those inconsistent provisions shall have no force and effect with respect to the obligations and agreements set forth herein.~~
- ~~g) 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.~~
- ~~h) 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.~~

Company Proposal #2ef

Amend Article 14 and Appendix C in the Collective Bargaining Agreement between Mondelez Global LLC and Norcross Local 42 and delete Article 15; and

Amend Article 16 and Appendix C in the Collective Bargaining Agreement between Mondelez Global LLC and Local 26; and delete Article 17; and

Amend Article 18 and Appendix C in the Collective Bargaining Agreements between Mondelez Global LLC and Atlanta Local 42, Local 300, Local 358, Local 364 and Local 719 and delete Article 19.

ARTICLE 18 – HEALTH & WELFARE BENEFITS ~~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”)~~

The Company will make the benefit plans outlined below available to eligible bargaining unit employees in accordance with the terms and conditions of those plans. The Company reserves the right to change providers, carriers, administrators, and or methods of plan administration, including investment vehicles, where applicable. In the event of conflict between interpretations of this collective bargaining agreement and the Summary Plan Description or Plan Document, the terms of the Summary Plan Description or Plan Document shall prevail.

A. MEDICAL PLAN.

Effective January 1, 2017~~8~~, the Company will offer a 90/10 indemnity plan through Blue Cross/Blue Shield Network Plan. The Plan will have a deductible of \$200 /\$400 and a combined Medical/Rx Out of Pocket Maximum of \$1500/\$3000. The SPD for this Plan has been provided to the Union in a separate document.

Employees shall be covered by this medical plan administered by Blue Cross/Blue Shield, subject to the terms and conditions between Mondelēz Global, LLC and the provider or administrator. Employees shall be eligible to participate in this plan on the first of the month following the completion of their probationary period.

Benefit coverage will be extended for three (3) months when layoff occurs.

Upon reinstatement from layoff the employee is immediately eligible for reinstatement of health benefits coverage.

Employees will continue to have COBRA coverage available between the ages of 60 and 65.

B. EMPLOYEE CONTRIBUTIONS. Effective January 1, 2018, the employee contributions per month for medical, dental and vision shall be as follows:

	1/1/2017 8	1/1/2018 9	1/1/2019 20
* Single Coverage	\$0	\$ <u>28</u>	\$ <u>28</u>
* Employee + Spouse	\$0	\$ <u>54</u>	\$ <u>54</u>
* Employee + Children	\$0	\$ <u>45</u>	\$ <u>45</u>
* Family Coverage	\$0	\$ <u>68</u>	\$ <u>68</u>

C. DENTAL COVERAGE - Employees shall be covered under a dental plan provided by Delta Dental during the first year of this agreement. The Company will notify the Union if the Dental provider is to change during the term of the agreement.

D. VISION PLAN. Employees are eligible to participate in the provisions of the Vision Care Plan, currently administered by EyeMed Vision Care.

E. LIFE INSURANCE.

a. Core Life Insurance will be provided to employees at the annual straight time earnings (straight time hourly rate x 2080)

b. Employees and retirees have the option to enroll with Group Universal Life (GUL) at the applicable rates.

F. SHORT TERM DISABILITY. Employees enrolled in a company sponsored medical plan who are unable to work as a result of a non-occupational accident or sickness shall be eligible to participate in the Short Term Disability Plan in accordance with the provisions of the Plan. The Plan provides a weekly disability benefit up to ~~\$360~~ \$390 per week at no cost to the employee. Employees may elect additional benefit amount up to a maximum of \$600 per week in increments of \$100 at a cost of \$7.00 per month per \$100 increment upon execution of a payroll deduction authorization. Arrears billing for optional Supplemental Short Term Disability benefits when an employee returns from an unpaid Leave of Absence will be put in place as soon as administratively possible.

G. LONG TERM DISABILITY PLAN.

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.

J. FLEXIBLE SPENDING ACCOUNT. The Company agrees to continue to offer a Health Care Flexible Spending Account with the Company reserving the right to change the plan design without further negotiation with the union. However, thirty (30) days notice of such change will be provided by the Company to the Union. In January, 2017, and again in January of 2018, the Company shall credit \$200 to each active employee's account.

K. 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.

Company Proposal #3~~de~~

Amend Article 8 in the Collective Bargaining Agreement between Mondelez Global LLC and Local 358; and

Amend Article 10 in the Collective Bargaining Agreements between Mondelez Global LLC Norcross Local 42 and Aurora Local 26; and

Amend Article 11 in the Collective Bargaining Agreements between Mondelez Global LLC and Atlanta Locals 42, 300, 364 and 719 as follows:

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>
	<u>Upon Ratification As soon as practicable after the earlier of ratification or implementation, retroactive to March 1, 2016</u>	<u>First Anniversary Date of Ratification March 1, 2017 or as soon as practicable after the earlier of ratification or implementation, retroactive to March 1, 2017</u>	<u>Second Anniversary Date of Ratification March 1, 2018 or as soon as practicable after the earlier of ratification or implementation, retroactive to March 1, 2018</u>	<u>Third Anniversary Date of Ratification March 1, 2019 or as soon as practicable after the earlier of ratification or implementation, retroactive to March 1, 2019</u>
General Wage Increase – All Classifications	2.25%	2.25%	2.25%	2.25%
Ratification Bonus	\$5,000 Payable within 30 days of ratification (if ratified prior to implementation).			

Delete the following sentence from Article 39 of the following Collective Bargaining Agreement between Mondelez Global LLC and Local 26 as follows:

~~Any new Agreement, when consummated, shall be retroactive to February 29, 2012, or any subsequent applicable annual expiration date.~~

Delete the following sentence from Article 42 of the following Collective Bargaining Agreements between Mondelez Global LLC and Atlanta Local 42, Local 300, Local 358 and Local 364 as follows:

~~Any new Agreement, when consummated, shall be retroactive to February 29, 2016, or any subsequent applicable annual expiration date.~~

Company Counter to U6C

Amend Appendix D of the Collective Bargaining Agreements Between Mondelez Global LLC and Locals 42 (Atlanta), 300, 719, 364 and 358.

Increase the Airveyor Operator's hourly rate to that equal to the Fork Lift Operator.

Increase night work compensation from \$.20 per hour to \$.25 per hour in the applicable articles in the Agreements for all covered locations and classifications.

Company Proposal #4b

Amend Appendix C of the Collective Bargaining Agreements Between Mondelez Global LLC and Locals 26, 42, 300, 358, 364, 719 as follows:

[Note: Appendix C varies in each of the Agreements. All clauses after “G” deleted or moved to the Health & Welfare Benefits Article.]

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) The Employer agrees to make payments to the Health Benefits Fund (Plan W-1 and Plan P-44) 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 \$9.52 per day to the Health Benefits Fund, but not more than \$47.60 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.
 - \$3.52 per day to provide Health Benefits for Pensioners in accordance with the Plan P-44 of said Fund.

- 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. 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~~

~~5. Amend dependent age-out provision from 19 or 23 if full-time students to 19/25 for all BCTGM council groups~~

~~6. Increase Accident and Sickness Benefit Level to \$360 effective 09/1/12.*~~

~~7. Dental: No annual maximum.~~

- ~~8. 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. If any change is made in current administrators proper notification will be given to the International and Local Union.~~

- ~~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.~~

Company Proposal #5a

ARTICLE 38 – 401(K) PLAN

Amend Article 35 of the Collective Bargaining Agreements Between Mondelez Global LLC and Norcross Local 42 and Local 26; and

Amend Article 38 of the Collective Bargaining Agreements Between Mondelez Global LLC and Atlanta Local 42, Locals 300, 358, 364 and 719 as follows:

~~By March 1, 1993, the Company agrees to implement a 401K Plan in accordance with applicable Company and Federal rules and regulations, with no Company contribution.~~

~~Effective January 1, 1994, the Company will make matching contribution of up to 25% of the first 6% of employee's earnings based on savings generated by the implementation of the Network Care Plan. The actual amount of the contribution will be recommended by the Health Benefits Task Force based upon actuarial projections of such savings.~~

TIP PLAN. The provisions of the Mondelēz Global TIP Plan, or similar plan (with pretax contributions up to 16% with the Company match at 25% of the first 6%). The maximum pre-tax contributions are subject to change in accordance with the Internal Revenue Code as amended.

Company Proposal #7b

Change Article 8 of the Collective Bargaining Agreements Between Mondelez Global LLC and Atlanta Locals 42, 300, 364 and 719; and

Change Article 9 of the Collective Bargaining Agreement Between Mondelez Global LLC and Local 358 as follows:

NORMAL WORKDAY AND NORMAL WORKWEEK AND HOURS SUBJECT TO OVERTIME

Section 6- Flexible Shift Schedules

A. The Company will provide the Union with not less than 30 days written notice of its intent to establish alternative shift schedules beyond those within this Article. Such schedules may be designated for

1) Employees working on new lines established after March 1, 2016

2) Employees hired after March 1, 2016 or;

3) Any volunteers for such schedules

• Such schedules will be offered to volunteers first.

• If there is not enough volunteers then employees hired after March 1, 2016 or employees working on new lines established after March 1, 2016 will be assigned based on reverse seniority until all positions are filled.

B. The Company shall meet with the Union upon request during the notice period to discuss the details of the flexible shift schedules. Upon conclusion of the thirty (30) day notice and discussion period, the Company may implement the new schedules after an additional thirty (30) days.

C. Should the Company decide to discontinue any alternative schedule, the Company will give thirty (30) days notice to the affected employees and, upon request, meet with the Union to discuss the reasons for discontinuing the schedules. Upon conclusion of the thirty (30) day notice and discussion period, the Company may discontinue the schedule(s).

Company Proposal #7.1 (Aurora)

Amend Article 7 in the Collective Bargaining Agreement between Mondelez Global LLC and BCTGM Local 26, as follows:

Section 1 Regular Drivers, who are asked to report for work five days, Monday through Friday or Tuesday thru Saturday (however, not more than two (2) drivers may be assigned to a Tuesday through Saturday schedule), 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 or Tuesday thru Saturday (however, not more than two (2) drivers may be assigned to a Tuesday through Saturday schedule), 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.

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, assigned to a 5X8 schedule, 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.

Warehouse employees, who are asked to report for work four (4) days, Monday through Friday, and who do work each of the four (4) days shall be paid a minimum of forty (40) hours for the four (4) day workweek. Warehouse employees, assigned to a 4X10 schedule, when called for work and reporting for work, are to receive not less than ten (10) 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. For employees assigned to a 5X8 schedule, all work done by any such employee beyond eight (8) hours per day and for employees assigned to a 4X10 schedule, all work done by any such employee beyond ten (10) hours per day;
- b. All work done by any such employee in excess of forty (40) hours in any one (1) workweek.

Section 4 For employees where Saturday is not a regularly scheduled workday, 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.

Company Proposal #7.2 (Addison)

The Company will agree to enter into a Memorandum of Understanding with Addison Local 300 as follows:

NORMAL WORKDAY - WORKWEEK AND HOURS SUBJECT TO OVERTIME:

Section 1 Warehouse employees, who are asked to report for work and who do report on each day of the normal and regular days of work shall receive not less than forty (40) hours at the straight-time hourly classification rate. All time worked by Warehouse employees assigned to a five (5) day, eight (8) hour per day (5X8) work schedule in excess of eight (8) hours per day or forty (40) hours per week shall be paid at time and one-half (1½) the straight-time hourly classification rate, whichever is greater. All time worked by Warehouse employees assigned to a four (4) day, ten (10) hour per day (4X10) work schedule in excess of ten (10) hours per day or forty (40) hours per week shall be paid at time and one-half (1 ½) the straight-time hourly classification rate, whichever is greater.

Section 2 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 personal holiday pay.

Section 3 Any employee whose 5X8 work schedule does not contain Saturday as a regular day of work and who is asked to report for work and who does report as scheduled on Saturday shall receive time and one-half (1½) the straight-time hourly classification rate for all hours worked. Any employee whose 5X8 work schedule does contain Saturday as a regular day of work and who is asked to report for work and who does report as scheduled on their sixth (6th) actual day of work shall receive time and one-half (1 ½) the straight-time hourly classification rate for all hours worked on that day.

Any employee assigned to a 4X10 work schedule and who is asked to report for work and who does report on either their (5th) and/or sixth (6th) day of actual work as scheduled shall receive time and one-half (1 ½) the straight-time hourly classification rate for all hours worked on that fifth (5th) or sixth (6th) day of actual work.

Section 4 Any employee who is asked to report for work and who does report on Sunday shall receive two (2) times the straight-time hourly classification rate for all hours worked.

Section 5 Any employee who is asked to report for work and who does report as scheduled on any day of the week other than a Friday or Saturday shall receive not less than seven (7) hours work at the applicable rate of pay. Any employee who is asked to report for work and who does report as scheduled on a Friday or Saturday shall receive not less than six (6) hours work at the applicable rate of pay.

Section 6 When an employee who is eligible for the above 40-hour guarantee of work and/or pay in a payroll work is absent for any reason 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; however, hours paid due to a holiday(s), vacation, jury duty or bereavement shall be considered as hours worked for the purpose of overtime premium computation.

Section 7 If an 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 (1½) 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 8 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 the hours or days previously worked and that overtime and/or premium rates shall not be pyramided on overtime and/or premium rates.