

MEMORANDUM OF AGREEMENT
Between Mondelez Global LLC and
BCTGM International Union Locals 1, 26, 42, 358, 364 & 719

The Parties enter into this Memorandum of Agreement to resolve and extend each of the Collective Bargaining Agreements between Mondelez Global LLC and the BCTGM International and Local Unions 1, 26, 42, 358, 364 & 719 (“the Parties”).

The Parties agree as follows:

1. Each of the Collective Bargaining Agreements that expired on February 29, 2016 shall be extended until February 29, 2020 with the terms implemented by the Company on May 23, 2018 incorporated by reference therein.
2. In addition, each of the Collective Bargaining Agreements shall be extended from March 1, 2020 to February 28, 2021 with a 2.25% wage increase commencing on and retroactive to March 1, 2020. All active members of the bargaining unit as of the date of the execution of this Agreement shall be eligible to receive the wage increase retroactive to March 1, 2020. The wage increase will not be due or payable on the \$2 COVID-19 Appreciation Bonus.
3. The extension of each Collective Bargaining Agreement shall not in any way create a right to arbitrate any grievance filed for any alleged contract violation occurring before March 1, 2020 until section (a) and (b) below have been completed.
 - (a) All unresolved grievances and pending unfair labor practice charges (“Matters”) shall be reviewed by the parties within sixty days (60) days of the date of this agreement. The Parties agree to make every effort in good faith to settle as many of the Matters as possible. For each grievance that settles, the Union will agree to withdraw the grievance and demand for arbitration (if any) with prejudice, and the settlement will not have any precedential value. The Union will request dismissal of any ULP charge for which the Parties reach a settlement of the underlying issue or grievance. This obligation exists whether or not the ULP Charge has been deferred to the grievance and arbitration procedure. If the NLRB does not dismiss the ULP charge, the Union will not participate in the Board’s investigation and/or prosecution of the charge unless required by law or subpoena;
 - (b) All remaining unresolved grievances will go through an FMCS grievance mediation process within sixty (60) days of the completion of step (a) above. The Parties agree that this process may be virtual, given the COVID-19 crisis and the availability of FMCS virtual online mediation services;

(c) Any matter that remains unresolved after steps (a) and (b) shall be eligible for arbitration, which must be filed within thirty (30) days of the end of the mediation in step (b) above;

(d) Any of the above time limits in Section 3 may be extended by mutual Agreement.

4. To address the COVID-19 labor shortage the Parties agree on a non-precedent setting basis to the terms of a separate Letter of Understanding on "COVID-19 Use of Friends and Family, Management, Temporary & Contract Labor."

5. The Parties agree to engage in good faith negotiations for Successor Agreements.

6. The contract extensions will expire at midnight on February 28, 2021, provided that notice to cancel has been given by either Party to the other no later than January 29, 2021.

7. In the event that Successor Agreements have not been negotiated and ratified by the Parties by February 28, 2021, and neither Party has given notice of cancellation of the Extension Agreement, the Extension Agreement shall remain in effect for successive thirty (30) day periods until such time as Successor Agreements are ratified by the Union's membership or thirty (30) days' written notice is given by either Party.

8. All active members of the bargaining unit as of the date of the execution of this Agreement shall receive a \$1,000 signing bonus to be paid within two to three payroll cycles of the date of ratification of this agreement.

This the ____ day of April, 2020.

For the Company

For the Union