

LETTER OF UNDERSTANDING
Between
Mondelez Global LLC
And
Bakery, Confectionary, Tobacco Workers,
and Grain Millers Union

COVID-19 Use of Friends and Family, Management, Temporary & Contract Labor

Due to the COVID-19 crisis and related increased production demand, absenteeism, illness and other factors, and in order to supplement the workforce and maintain safe and productive operations so that BCTGM bargaining unit members who currently may be unable to work due to COVID-19-related absenteeism have jobs to return to once they are willing and able to return to work, Mondelez Global, LLC (“Company”) and the BCTGM International Union and Local Union 56G (“Union”) (collectively the “Parties”) enter into the following Agreement regarding use of management, temporary and contract labor, including providing jobs to former employees and the friends and family members of employees. This Agreement is without precedent as to any past or future use of Friends and Family, management, temporary or contract labor.

1. This Agreement is in effect retroactive to March 13, 2020 and expires on May 31, 2020, unless notice of extension is given by the Company one week before May 31, 2020 based on the unavailability of bargaining unit labor. There shall be no more than two (2) extensions, of thirty (30) days each, totaling sixty (60) days, unless by mutual agreement.
2. The Parties agree that the Employer may use labor from any source on a temporary basis during the COVID-19 crisis, and such temporary labor shall not be governed by the terms of any collective bargaining agreement (except the terms provided for herein).
3. The Union and bargaining unit employees shall have the opportunity to refer friends and family candidates for temporary roles. Such candidates shall be directed to contact a third-party agency managing the hiring process for such roles. There may be different agencies for different roles (e.g. production versus maintenance). This referral process shall be available throughout the period of this agreement including any extension(s).
4. The Parties agree that the third-party agency will be used to screen candidates prior to the offer of any temporary role. The Union acknowledges that candidates shall be considered at-will employees of the third-party agency and not members of any bargaining unit. All terms and conditions of employment for candidates shall be controlled by the third-party agency. The third-party agency will source and assign candidates to the Company’s sites exclusively for the Company’s temporary labor needs during this crisis. Candidates must meet the basic screening requirements established by the third-party agency. Candidates may be allowed to begin work on a provisional basis pending the results of screening prerequisites but will remain subject to termination should they fail to meet those prerequisites at any point.
5. The Parties agree that all overtime opportunities will be offered first to current bargaining unit employees in accordance with the applicable collective bargaining agreements. However, the

Parties agree that if bargaining unit employees are not available to fill overtime opportunities, the Company reserves the right to use non-bargaining unit labor. This provision shall in no way limit the Company's ability to require bargaining unit members to perform overtime work as necessary to maintain operations.

6. Neither any of the Company's actions undertaken to maintain operations and jobs for bargaining unit members, nor anything in this Agreement, shall be construed as an intention to erode the bargaining unit or impose any permanent changes in the terms and conditions of employment of the bargaining unit employees without bargaining with the union.
7. After the COVID-19 crisis is over, the Parties agree that any use of non-bargaining unit personnel to perform bargaining unit work will cease (unless otherwise provided for in a collective bargaining agreement), and the Parties will return to the provisions of the collective bargaining agreements and the status quo in effect prior to March 13, 2020.
8. The Parties agree to use the "New Employee Joint Orientation" process outlined in the collective bargaining agreements as part of the onboarding process for candidates who are hired through a third-party agency. The New Employee Joint Orientation process shall not apply to contractor personnel.
9. All individuals in the site, whether union representatives, former or current employees, Friends and Family, management personnel from other facilities, temporary employees from third-party agencies or contractor personnel, will follow the same policies and practices including but not limited to COVID-19 practices, safety, quality, GMPs, plant rules and Company policies including but not limited to the Mondelez International Code of Conduct.
10. Based on operational needs, attrition and other factors the Company may offer permanent bargaining unit positions to individuals who have been working in temporary roles through third-party agencies. In the event a Friends and Family or temporary employee is offered a permanent bargaining unit position before or upon the expiration date of this Agreement, the probationary period shall be waived or extended by mutual agreement based on operational needs.
11. The pay rate for temporary employees hired through third-party agencies shall be no less than \$19.50 per hour but may be higher as determined by the collective bargaining agreement provision applicable to the role (e.g. maintenance roles, production, etc.). The Company may also offer a higher rate if needed to attract qualified candidates.

Signed and dated this the ___ day of April, 2020.

For the Company

For the Union
