

AGREEMENT

BETWEEN

Mondelez Global, LLC.

AND

INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS,  
WILLAMETTE LODGE, NO. 63

And

INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS,  
LOCAL 48

January 1, 2018

THROUGH

December 31, 2021

## INDEX

	<u>Article</u>	<u>Page Number</u>
Recognition and Jurisdiction	I	3
Management Rights	II	3
Seniority	III	4
Access to Plant, Shop Steward, and Discrimination	IV	4
Health, Group Life Insurance and Savings Plan	V	5
Holidays	VI	7
Vacations	VII	8
Hours of Work - Overtime Shifts	VIII	10
Minimum Wages Rates	IX	11
Jury Duty Pay	X	13
Pensions	XI	13
No Strike - No Lockout	XII	13
Grievances and Arbitration	XIII	13
Bereavement Leave	XIV	15
Leave of Absence	XV	15
Severance Pay Allowance	XVI	16
Anti-Discrimination	XVII	16
Check-Off	XVIII	16
Perfect Attendance Bonus Plan	XIX	17
Work Review Meetings	XX	18
Successorship	XXI	18
Uniforms	XXII	18
Electrical License	XXIII	18
Period of Agreement	XXIV	18
Regarding Apprenticeship Training Program for Maintenance Machinists		20
Overtime Scheduling Policy and Process		23
Letter between the Parties Regarding Implementation of Modified Work Schedules		28
MOU between the Parties Regarding the Western Metal Industry Pension Fund		29
MOU between the Parties Regarding the Electrician Wage Rate		30
MOU between the Parties Regarding the I&C Classification		32
Agreements Regarding Training Matrix and Skills Assessment and New Ways of Working		38

## AGREEMENT

THIS AGREEMENT, made and entered into by and between Mondelez Global, LLC., 100 N.E. Columbia Blvd., Portland, Oregon Bakery, hereinafter referred to as the "EMPLOYER" or the "COMPANY" and the DISTRICT LODGE W-24, INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, for and on behalf of WILLAMETTE LODGE NO. 63, and the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 48, Portland, Oregon, hereinafter referred to as the "UNIONS" contains all the terms and conditions, which shall be in force and effect between the Parties for the periods indicated in Article XXIV herein.

### ARTICLE I - RECOGNITION AND JURISDICTION

Section 1 – The Employer recognizes said Unions as the sole collective bargaining agency for all of its employees as defined in Section 1, Article IX.

Section 2 – It is agreed that all employees and all new employees hired after the date of the National Labor Relations Board certification shall make application under Article XVIII on the thirtieth (30th) day from the date of employment. The Unions shall be advised by letter of new employees following their thirtieth (30th) day of employment.

Such new employees and all present employees shall comply with the terms of Article XVIII during the term of this Agreement. Any employee who fails to do so and continues to refuse after written notice from the Company and the respective Union, shall be discharged.

This clause shall be subject to the provisions of the Labor Management Relations Act of 1947 and the rulings and regulations issued thereunder.

Jurisdiction Amongst Unions. In the interest of promoting and maintaining labor harmony, the Company recognizes that there are jurisdictional lines around the work tasks of the IAMAW, the IBEW and the IUOE. Where there are disputes regarding such jurisdictional lines around work tasks, the Parties may mutually agree to utilize the FMCS to mediate such disputes and attempt to reach agreement amongst the Parties. Such mutual agreement will place the grievance timelines in abeyance. If the Parties are able to resolve the dispute in mediation, that resolution will be reduced to writing and signed by the Parties. If the Parties are unable to resolve the dispute in mediation, the grievance process can be utilized. Although the IUOE is not a party to this agreement, the Parties agree to invite the IUOE to participate in the mediation process.

### ARTICLE II - MANAGEMENT RIGHTS

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 manufacturing are prerogatives of the Management. It is understood that no provisions of this section shall in any way interfere with, change, or repeal any rights conferred upon the Unions or its members by any other clause contained in this Collective Bargaining Agreement.

### ARTICLE III - SENIORITY

Section 1 - During the first 90 calendar days of employment the Employer may terminate an employee for any reason and such termination shall not be subject to the grievance procedure. The probationary period may be extended by mutual agreement of the Company and the Union representing the employee for which the extension is being requested. Any employee retained thereafter shall be placed on the seniority list, retroactive to his or her hiring date. When layoffs occur, the last employee hired shall be the first laid off and, when rehiring, the last employee laid off shall be the first employee rehired in respective classifications.

Section 2 - Providing that due regard will be given to an employee's departmental experience to perform the work and so long as such transfer does not disrupt the efficient operation of the plant, the following may occur:

When no opening exists, an employee may transfer to another shift not more than once in a three-month period. Such transfer will displace the junior employee on the shift. The displaced employee will either replace the employee who displaced him/her or, if he/she has not exercised his bumping right in the past 3 months, they may exercise his/her bumping right.

If an opening occurs on a shift due to retirement, termination, resignation or creation of additional positions the above-mentioned restriction of not being allowed to change shifts more than once in a three-month period does not apply.

Section 3 - 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 and not rehired within the limits set forth below:

<u>Length of continuous service</u>	<u>Length of continuous layoff constituting break in service</u>
Less than 5 years	More than 6 (six) months
5 but less than 8 years	3 (three) or more years
8 but less than 10 years	5 (five) or more years
10 plus years	No limit

### ARTICLE IV - ACCESS TO PLANT, SHOP STEWARD AND DISCRIMINATION

Section 1 - A Business Representative of the respective Union shall be permitted access to the Machine/Electrical shop and the Bakery for the purpose of seeing to it that this Agreement is properly observed, after first announcing himself or herself to the Plant Manager or the Supervisor designated by him or her.

Section 2 - The Unions shall have the privilege of posting official notices of official Union business on the Machine/Electrical Shop bulletin board, provided that copies of such notices are delivered to the Plant Manager or the Supervisor designated by him or her prior to posting same.

Section 3 - The Employer agrees to the appointment by each respective Union of a Shop Steward with top seniority as to employment in the Department and on his or her shift. In the event of layoffs, such employee's seniority and ability shall be the deciding factor.

Section 4 - No employee shall be discriminated against because of membership in the Union or for upholding Union rules, or for activities on behalf of the Union, so long as such activities are not carried on upon the Employer's time.

Section 5 - The Employer and the Unions agree that Labor-Management Committees are a valuable element for building and maintaining good working relationships. It is the intent of the Labor-Management Committee to meet on a monthly basis, schedules permitting. Shop Stewards from each Union will comprise Labor. Management will appoint its respective members of the Committee.

The Employer and the Unions agree to utilize FMCS labor management resources to improve their relationships and build trust.

ARTICLE V - HEALTH, GROUP LIFE INSURANCE & SAVINGS PLAN

Medical Plans

The Company will make available two medical plans during open enrollment.

1. A Blue Cross/Blue Shield Network Plan, and
2. An HMO offered by Kaiser Permanente

There will be no employee contributions for the term of this agreement for the Blue Cross/Blue Shield Network Plan.

Some key provisions of the Blue Cross/Blue Shield Network Plan are as follows:

Annual Deductible	In Network	\$200/single	\$400/family
	Out of Network	\$400/single	\$800/family

All related In/Out Patient in Network: Plan pays 90% after satisfying the annual deductible.

Hospital Services:	Out of Network:	Plan pays 75% of semi-private rate, after satisfying the annual deductible
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Prescription Drug Plan:	Retail: Generic \$10	Brand \$20	(Up to 30-day supply)
	Mail Order: Generic \$20	Brand \$40	(Up to 90-day supply)

A Kaiser Permanente HMO will be maintained with no employee contributions.

1. Effective 1/1/15, a Delta dental plan option will be offered to those in the Blue Cross/Blue Shield network, with no employee contributions. The annual maximum will be \$1,200 and the lifetime maximum will be \$12,000.
2. Effective 1/1/15, for employees enrolled in the weekly Sickness and Accident plan, benefits will be \$340 per week non-contributory with the option for an employee to purchase a maximum additional benefit of \$360 purchased in \$60 increments of coverage at \$3.50 per \$60.00 increment per month. Arrears billing will be applied for optional supplemental Sickness and Accident benefits when an employee returns from an unpaid leave of absence.
3. Employer reserves the right to change health care providers during the term of this Agreement. It is understood that if a change occurs, the level of benefits will remain equal and/or better than the benefit level of the current provider. In the event the Unions can provide equal or enhanced insurance benefits, the Company would be willing to consider such benefits, provided the Parties are agreeable.
4. Eligible employees (hired prior to August 21, 2006) retiring during the term of this Agreement will be required to contribute to continued medical coverage: Single - \$34 per month, Employee plus one dependent - \$62.50 per month, Family - \$91 per month.
5. Eligible employees (hired prior to August 21, 2006) retiring during the term of this Agreement will be provided the opportunity to continue their HMO coverage or change to the Blue Cross/Blue Shield Program upon retirement. If at some point the cost of the HMO exceeds that of the Blue Cross/Blue Shield plan, the employee would be provided the option to change to Blue Cross/Blue Shield or stay in the HMO and pay cost differential.
6. Core life insurance: one times (1x) employee annual straight rate at no cost to the employee (straight time hourly rate x 2080). Employee can enroll with GUL for themselves and dependents.
7. A long-term disability option is available at the Mondelez employee contribution rates. The Company reserves the right to eliminate the coverage, change the plan design, and increase the percentage/contribution rates without further negotiation with the Unions. However, thirty (30) days' notice of such change will be provided by the Company to the Unions.
8. Effective January 1, 2015, the Mondelez Global TIP Plan is amended to include 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.
9. 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 Unions. However, thirty (30) days' notice of such change will be provided by the Company to the Unions. The Company will adjust the legal maximum annual contribution amount for all available Flexible Spending Account types as they are legally modified.

## ARTICLE VI - HOLIDAYS

Section 1 - The following days shall be observed as holidays, which the Employer agrees to pay for at the employee's regular established straight time rate. The holidays listed below shall be paid holidays, regardless of day of week on which they may fall:

New Years' Day	Thanksgiving Day
Good Friday	Day After Thanksgiving
Memorial Day	Last Normal Working Day Prior to Christmas
Independence Day	Christmas Day
Labor Day	Last Normal Working Day Prior to New Years' Day
	Three Personal Holidays

- (a) In regards to the above-named holidays, an employee must be in the Employer's employ for the period of ninety (90) days prior to the holiday in order to qualify for holiday pay. An employee, to receive pay for any of the above-listed holidays, must work at least one day in the week in which the holiday falls.
- (b) Qualified employees covered by this Agreement shall receive the following for each holiday listed above:
- Eight (8) hours' pay at the employee's straight-time rate for all hours not worked.
  - Two and one-half (2 ½) times the employee's straight-time rate for all hours worked.
- However, despite the above requirements, if an employee is absent from work during the week of the holiday, due to bona fide illness or disability, which illness or disability began not more than thirty (30) days prior to the week of the holiday (for which the Employer may require a doctor's certificate), he or she shall receive pay for such holiday or holidays.
- (c) In any work week in which any of the designated holidays fall, the holiday shall be counted as a day worked for the purpose of computing overtime for the sixth day. A holiday falling on Sunday shall be observed on the following Monday. A holiday falling on Saturday shall be observed on the previous Friday. Holidays falling on Friday and Saturday of the same week shall be observed on the Thursday and Friday of that week.
- (d) Employees taking their vacation during a period which includes a week in which a paid holiday falls shall receive an extra day's pay for that week.
- (e) By the end of January of the current year, a holiday may be mutually agreed to be designated a floating holiday.
- (f) Personal holidays will be scheduled in accordance with the guidelines outlined in the memorandum of agreement regarding "Vacation week in days."

## ARTICLE VII - VACATIONS

Section 1 - All employees, after each year of continuous service with the Employer, shall be given a vacation in accordance with the following schedule. A vacation week shall consist of seven (7) consecutive days commencing at the beginning of the employee's scheduled workweek.

<u>Length of Service</u>	<u>Vacation Weeks</u>
1-2 Yrs	1 Week
3 Yrs	2 Weeks
5 Yrs	3 Weeks
12 Yrs	4 Weeks
20+ Yrs	5 Weeks
25+ Yrs	6 Weeks*

\*Any employee hired after March 13, 2003, will be entitled to a maximum of five (5) weeks in accordance with the present vacation schedule.

The right to determine the vacation period shall rest with the Employer so as to assure the continuous and proper operation of the Bakery. Choice of vacation shall be determined by seniority. Provided no additional pension obligation is incurred, employees with (4) four or more weeks of vacation may, at their discretion, elect pay in lieu of time off for earned vacation after three weeks. This payment will be made within the first three pay periods of the subsequent calendar year.

Section 2 - Vacations shall be taken in one continuous period and no employee shall be called back to work during their vacation period unless mutually agreeable.

### Section 3 - Pro-Rated Vacation Pay for Employees Being Pensioned

The Employer agrees to pay pro-rated vacation allowance from January 1<sup>st</sup> of the calendar year of retirement to the date of retirement to those employees who are pensioned.

### Section 4 - Vacation Pay Allowance

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

### Section 5 - Vacation Week(s) in Days

Employees may elect to schedule 2 weeks of their vacation in days under the following provisions:

- a) Employees must have two or more weeks of available vacation to participate.
- b) During vacation canvassing employees must notify management of their intent to utilize a vacation week in days.



- c) Employee must give at least forty-eight (48) hours prior notice to request single days of vacation and personal holidays. Company will consider emergency requests on a case-by-case basis.
- d) Employees may take up to three days' vacation in one week.
- e) Employees must notify management of any unused days by September 15 of the current year.
- f) All unused vacation days will be paid out at the end of the year.
- g) Employees taking vacation in days that include either Friday or Monday will not be scheduled off for the attached weekend unless they have been excused with the weekend off with permission program. People requesting the weekend off with their request for vacation days must also submit a separate request for that weekend. Approval of either request is totally separate from the other.
- h) The Company has the absolute right to grant or reject an employee's request for single days of vacation and personal holidays.

### Section 6 - Vacation Canvassing/Scheduling

1. Vacation canvassing for the five (5) most senior machinists will commence January 1 and be completed by January 8 of the current year. No more than two (2) machinists who perform planning functions will be allowed off in the same week.

By seniority each remaining employee will have up to two (2) business days to put in their vacation weeks. Vacation scheduling will continue down the seniority list.

For the Electricians, the top 2 senior employees will have until January 8 to sign up for vacation.

By seniority each remaining Electrician will have up to four (4) business days to put in their vacation weeks. Vacation scheduling will continue down the seniority list.

Vacation time shall be granted on a first-come, first-served basis for employee signups after the initial vacation sign up period has closed. The end of the vacation sign up period is defined as the date on which the least senior employee has made their vacation selections. Ties will be decided by seniority.

The Company and the Unions will work together to ensure that employees submit timely requests. Employees will be given a copy of their original vacation request form upon approval.

2. Time off is determined in accordance with the "Time Off Programs" within the "Portland Mondelēz Bakery Overtime Scheduling Policy." If all vacation slots are filled, for all weeks June 15 to September 15, one additional slot per week will be made available to Machinists on second or third shift. If an additional vacation slot is made available on second or third shift in accordance with this paragraph and a vacation week between June 15 and September 15 is canceled, the number of vacations per week permitted will revert to the number identified within the "Time Off Programs."

## ARTICLE VIII - HOURS OF WORK - OVERTIME-SHIFTS

### Section 1

- (a) The normal and regular hours of work shall consist of eight (8) consecutive hours per day, which will include thirty (30) minutes paid lunch period.
- (b) The normal and regular days of work shall be five (5) per week, Monday through Friday, inclusive.

Section 2 - All time worked in excess of eight (8) hours per day and/or forty (40) hours per week shall be paid for at one and one-half (1½) times the straight time hourly rate.

Section 3 - The first eight (8) hours of work performed on Saturday shall be paid for at the rate of time and one-half (1½) the straight time hourly rate. All time worked over eight (8) hours on Saturday shall be paid for at the rate of two (2) times the straight time hourly rate. All time worked on Sunday shall be paid for at the rate of two (2) times the straight time hourly rate.

### Section 4 - Shifts, Starting Time

- (a) The regular day shift shall start between the hours of 6 A.M. and 8 A.M., inclusive, except 5:00 A.M. the first working day of the work week for the start-up crew (limited to maximum of four (4) Maintenance Machinists and one (1) Electrician. The second shift shall start between the hours of 2 P.M. and 4 P.M. The third shift shall start no later than 11 P.M. Should the Company wish to modify third (3rd) shift starting times past 11:00 p.m., the parties shall meet to discuss the change. Any starting time beyond 11:00 P.M. must be mutually agreed upon. On Saturdays, Sundays and holidays, the day shift may start between the hours of 6 A.M. and 9 A.M.
- (b) When any portion of regular straight time shifts falls within a premium day, the straight time classification rate will be paid for all hours worked on the normal and regular shift. Night work premium will be added when applicable.
- (c) In the interest of Plant operations, change in shift starting time may be necessary and will be called by Management to the Unions' Representative's attention prior to the change. Employees will be given five (5) working days' notice of a shift change on a normal work week and the change will take place at the beginning of a work week. No employee will be transferred from his or her regular assigned shift to another shift more than once in a normal work week, except in the following conditions:
  - i. An emergency.
  - ii. To return to their regular shift.
  - iii. To fulfill weekend overtime requirements as in the Overtime Agreement.

Section 5 - Employees, when called for work and reporting for work, are to receive not less than eight (8) hours' work, except that, when a breakdown occurs in the first four (4) hour period, it will be permissible to lay off the employees affected by the breakdown for the second four (4) hour period, with the further exception that any employee called back to work for an emergency breakdown shall be guaranteed four (4) hours' work and, if starting to work on the fifth (5th) hour, shall be guaranteed eight

(8) hours' work for the day. The Company may, due to change in production demands, allow employees to go home on a volunteer basis for weekend operations.

Section 6 - Modified Work Schedules (replaces Article VIII Sections 1, 2 and 3 when applied to new hires and eligible existing employees working on the modified workweek)

Part A:

Workday/Workweek:

1. Eight (8) consecutive hours shall constitute a days' work.
2. Five (5) consecutive days shall constitute a weeks' work.

Overtime: All overtime worked in excess of eight (8) hours per day and/or forty (40) hours per week shall be paid for at one and one-half (1 ½) times the straight time hourly rates. All work on the sixth (6<sup>th</sup>) day of the modified work week shall be paid for at the rate of time and one-half (1 ½) the straight time hourly rate. All work on the seventh (7<sup>th</sup>) day of the modified work week shall be paid for at the rate of two (2) times the straight time hourly rate.

All New Hires will be subject to the provisions listed above and may be placed in a modified eight (8) hour schedule, (i.e. Tuesday-Saturday, Sunday-Thursday.) New and existing employees working the modified workweek schedule will be assigned their shift for the workweek by seniority and preference. Employees working the modified schedule will be assigned overtime according to the overtime policy and process in effect during this contract.

Part B:

No employees hired on or before 3/13/2010 will be forced into this schedule, but are able to bid into this schedule using current bidding procedure. The number of modified work schedules that may be filled corresponds to the number of employees hired after March 13, 2010.

During the term of this Agreement if there is a desire to discuss a different modified workweek schedule(s), the Company and the Unions may implement contractual changes with mutual agreement.

## ARTICLE IX - MINIMUM WAGE RATES

Section 1 - As used in this Agreement, the terms "employee," "employees," and "members of the Union" shall mean and include only those herein under listed by classification who are, or shall during the term of this Agreement, be employed in the Portland, Oregon Bakery of the Employer and under the jurisdiction of Local Union No. 63, International Association of Machinists and Aerospace Workers and International Brotherhood of Electrical Workers, Local 48.

RATES PER HOUR					
	EFFECTIVE DATES				
CLASSIFICATIONS	1/1/18	1/1/19	1/1/20	As of Ratification Date	1/1/21
Lead Machinist	\$31.61	\$32.22	\$32.85	\$33.82	<b>\$34.55</b>
Maintenance Machinist	\$30.91	\$31.52	\$32.15	\$33.12	<b>\$33.83</b>
Maintenance Painter	\$30.91	\$31.52	\$32.15	\$33.12	<b>\$33.83</b>
Lead Electrician	\$36.70	\$40.70	\$41.50	\$41.50	<b>\$42.39</b>
Maintenance Electrician	\$36.00	\$40.00	\$40.80	\$40.80	<b>\$41.68</b>
Electrical Signing Supervisor*	\$38.70	\$43.00	\$43.86	\$43.86	<b>\$44.80</b>
IC Technician	\$42.00	\$48.00	\$48.96	\$48.96	<b>\$50.01</b>
LME	\$34.00	\$34.00	\$34.68	\$34.68	<b>\$35.43</b>

New employees will be paid \$2.00 less per hour for the first six months and \$1.00 less per hour for the second six months of employment. This introductory rate may be waived in part or in full by the Company at its sole discretion. Machinists performing planning functions will be paid the Lead Machinist rate.

The Company may offer signing bonuses to new hires of up to five thousand dollars (\$5000.00) (subject to applicable withholdings) to attract qualified candidates for openings in each of the respective bargaining units.

The Company will pay a referral fee of five-hundred dollars (\$500.00) (subject to applicable withholdings) to the respective bargaining unit employee who referred the new hire after the referred employee has been actively employed for six (6) months.

Section 2 - Night Shift Differential

(a) Effective March 13, 2003, the Employer agrees to pay all second and third shift employees covered by this Agreement a night shift differential of 50¢ per hour for second and third shifts.

(b) All overtime pay provisions shall be applied to the night shift differential where such overtime pay provisions are applicable to the basic daytime hourly rate in effect.

(c) The night premium compensation, as outlined above, shall be included in the holiday pay and vacation pay for all employees who are eligible for this night work premium pay.

Section 3 - Effective no earlier than January 1, 2004 all employees will be required to convert to electronic funds transfer for payroll purposes.

## ARTICLE X - JURY DUTY PAY

The Employer 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 on which the employee actually reported for or served on the jury. 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.

## ARTICLE XI – PENSIONS

The Employer shall contribute \$2.90 per compensable hour for each employee covered by this Agreement to the Western Metal Industry Pension Fund.

Additional employer contributions under the Preferred Schedule of the Western Metals Industry Rehabilitation Plan to the previously established contribution rate are as follows:

Total Company Contributions to the Western Metal Industry Pension Fund:

	2017	2018	2019	2020	2021
<b>Base Contribution</b>	\$ 2.90	\$ 2.90	\$ 2.90	\$ 2.90	<b>\$2.90</b>
<b>Rehab Plan Contribution</b>	\$ 3.25	\$ 3.71	\$ 4.18	\$ 4.64	<b>\$5.10</b>
<b>Total Company Contribution</b>	<b>\$ 6.15</b>	<b>\$ 6.61</b>	<b>\$ 7.08</b>	<b>\$ 7.54</b>	<b>\$8.00</b>

## ARTICLE XII - NO STRIKE- NO LOCKOUT

Section 1 - It is agreed that there shall be no strikes, slowdowns or lockouts concerning any matter in dispute during the term of this Agreement on the part of either party to this Agreement. The Employer shall not require the Unions nor its members to cross any duly authorized picket line sanctioned by the Northwest Oregon Labor Council or the Portland Metal Trades Council in order to perform their duties.

## ARTICLE XIII - GRIEVANCES AND ARBITRATION

Section 1 - All discipline shall be for just cause.

(a) A grievance shall be defined as a claim by an employee or employees that a provision of this Agreement or a mutually recognized past practice has been violated. Only grievances, as herein defined, shall be subject to the following procedures:

Step 1: Any grievance shall be presented in writing by the employee or his/her Shop Steward to the appropriate Supervisor within seven (7) calendar days from the time of the alleged violation.

Step 2: After presentation to the appropriate Supervisor, the Supervisor shall respond to the Shop Steward in writing within twelve (12) working days. The Supervisor may request a specific length of additional time for a response prior to the expiration of the timeline if necessary, and agreement for an extension of this timeline will not be unreasonably withheld by the Shop Steward.

If the Shop Steward does not receive a response from the Supervisor after twelve (12) working days and no extension of the timeline is in place, the Business Representative may advance the grievance to Step 3.

If the grievance is denied by the Supervisor, the Business Representative may choose to advance the grievance to Step 3 by presenting the grievance to the M&R Manager within seven (7) calendar days of receipt of the denial by the Supervisor.

Step 3: If the Business Representative chooses to advance the grievance to Step 3, the M&R Manager shall respond to the Business Representative in writing within twelve (12) working days after receipt of the advanced grievance. The M&R Manager may request a specific length of additional time for a response prior to the expiration of the timeline if necessary, and agreement for an extension of this timeline will not be unreasonably withheld by the Business Representative.

If the Business Representative does not receive a response from the M&R Manager after twelve (12) working days and no extension of the timeline is in place, the Business Representative may advance the grievance to Step 4.

If the grievance is denied by the M&R Manager, the Business Representative may choose to advance the grievance to Step 4 by presenting the grievance to the Plant Manager within seven (7) calendar days of receipt of the denial from the M&R Manager.

Step 4: If the Business Representative chooses to advance the grievance to Step 4, the Business Representative and the Plant Manager, and/or their respective designees, shall meet in an attempt to resolve the grievance within fourteen (14) calendar days of the Plant Manager's receipt of the grievance. Either Party may request a specific length of additional time for a meeting prior to the expiration of the timeline if necessary, and agreement for an extension of this timeline will not be unreasonably withheld by either Party.

After this meeting, the Plant Manager shall respond to the Business Representative in writing within fourteen (14) calendar days. If the grievance is denied by the Plant Manager, the Business Representative can choose to advance the grievance to arbitration within fourteen (14) calendar days of receipt of the denial from the Plant Manager. In the event the Unions serve a timely referral to arbitration on the Employer, the Parties will jointly request a Federal Mediation and Conciliation Service panel of seven (7) arbitrators. The Parties, or their designees, will alternately strike names from this panel. The remaining name of the panel shall be the designated as the arbitrator.

(b) Grievances not processed by the Unions within the time limits specified for any of the above steps shall lapse, except where the time limits are extended by express mutual agreement. No grievance shall be processed beyond Step 1 without the consent and participation of the Unions. It is the intent of both Parties to resolve grievances in a timely manner.

(c) The decision of the arbitrator, within the scope of this Agreement, will be final and binding on the Parties and on any individual employee affected thereby. The fees and expenses of the arbitrator shall be shared equally between the Company and the Unions. The Unions shall be the sole judge of whether

a grievance is to be advanced to the next step of the grievance procedure and/or referred to arbitration. Any such decision made in good faith shall be binding on the grievant or grievants.

#### Article XIV - BEREAVEMENT LEAVE

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

In the event of death in an employee's immediate family (employee's parents, same-sex domestic partner, spouse, children or step-children, brothers or step-brothers, sisters or step-sisters, grandparents, grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law), the employee shall be entitled to be absent from work for a period up to, but not more than, three (3) scheduled regular working days that shall be taken within fourteen (14) calendar days from the date of death. The exception to the previous sentence is as follows: within the fourteen (14) calendar day period, the employee may request and the Company may approve an extension of the period within which to use the three days based on reasonable, specific, and individual facts and circumstances. Approval to use the three days beyond the fourteen (14) day period will not be unreasonably withheld.

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.

Unpaid Leave. The Company will comply with applicable law with regard to any unpaid leave to which employees may be entitled. Employees may choose to utilize available earned vacation time or take unpaid time off up to the maximum amount of unpaid leave allowed under applicable law.

#### ARTICLE XV- LEAVE OF ABSENCE

Section 1 - Requests for Leave of Absence and extension thereof must be made to the Employer and the Union in writing and, wherever 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.

Section 5 - Any employee qualifying for and utilizing a leave of absence under the Family Medical Leave Act (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 vacation to ten (10) days or less in that year. (Employees will not be required to utilize those remaining days in a mandatory shutdown week but may use them at their discretion.) 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.

ARTICLE XVI - SEVERANCE PAY ALLOWANCE

Severance pay will be granted to employees when it is necessary to permanently suspend all manufacturing operations. All employees not required for clearing and preparing the premises for other occupancy will be terminated on the closing day 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 Employer as a result of 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 Employer as follows:

Up to 12 months	1 week's pay
12 months to 30 months	2 week's pay
30 months to 42 months	3 week's pay
42 months to 54 months	4 week's 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.

ARTICLE XVII - ANTI-DISCRIMINATION

The Employer and the Unions agree that, in accordance with applicable laws, there shall be no discrimination against any employee.

ARTICLE XVIII - CHECK - OFF (IAMAW)

The following check-off language will be made a part of this Agreement:

I hereby assign to Willamette Lodge No. 63, International Association of Machinists and Aerospace Workers, from my wages earned as your employee, the following amounts:

The sum of \$ \_\_\_\_ per month being the regular monthly membership dues in the Union or the equivalent thereof, or such other amount (or equivalent thereof) as subsequently certified from time to time to the Employer by the Local Union President and Financial Secretary.

Deductions of the foregoing are to be made from my second (2nd) pay of the month. This authorization shall be operative as of the first pay received not less than five (5) working days after delivery of this authorization to you.



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 Willamette Lodge No. 63, International Association of Machinists and Aerospace Workers, 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 Willamette Lodge No. 63, International Association of Machinist and Aerospace Workers, 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 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.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Employee

ARTICLE XVIII - CHECK-OFF (IBEW)

I hereby assign to IBEW Local 48, from my wages earned as your employee, the following amounts: The Employer agrees to deduct and forward to the International Brotherhood of Electrical Workers, Local Union 48, upon receipt of a voluntary written authorization, dues and assessment (or equivalent thereof) from the pay of each bargaining unit member. The amount to be deducted shall be the amount specified in the approved Local Union Bylaws. Such amount shall be certified to the Employer by the IBEW Local 48 upon request by the Employer, with the new amount to be deducted and forwarded as soon as practical after notification.

ARTICLE XIX - PERFECT ATTENDANCE BONUS PLAN

One (1) day's straight time pay only for each four (4) months of perfect attendances shall be granted as an attendance bonus. 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. New employees will first become eligible to qualify for said bonus effective with the first full bonus period following their date of employment.

Absence from work on any regular workday or when scheduled for work on any overtime day during a bonus period shall disqualify the employee for the perfect attendance bonus. Time spent on vacation, jury duty, special absence (funeral leave), Union business, military service, industrial accident whenever such absences began and/or ended during the bonus period, layoffs due to a reduction of the work force not exceeding a total of twenty (20) working days 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.

## ARTICLE XX - WORK REVIEW MEETINGS

The Company and the Unions agree it is the intent to have maintenance work in the plant performed by Mondelez employees. The parties also recognize that certain circumstances may necessitate the work being performed by vendors. Weekly work review meetings will be held between the Company and the Unions to discuss upcoming maintenance work, and how the work is to be carried out. The ultimate decision will be made at the Company's sole discretion, but the meeting's agenda must include a discussion of upcoming projects. Participants will include members of Management and one participant designated by each Union.

## ARTICLE XXI - SUCCESSORSHIP

This 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 the Mondelez Global, LLC. Portland Oregon Bakery, the Company will require the purchasers, as a condition of sale and 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 International Association of Machinist and Aerospace Workers District Lodge No. 63 as the bargaining representative for the employees within the existing unit.

## ARTICLE XXII - UNIFORMS

Designated uniforms will be provided and laundered by the Company.

## ARTICLE XXIII - ELECTRICAL LICENSE

The Company will pay bargaining unit employees represented by IBEW L.U. 48 to maintain their Electrical License as required by the State of Oregon Building Codes Division, at the straight time hourly rate for each completed hour of continuing education classes. The Union and the Company will agree on acceptable curriculum design beyond the minimum code requirement.

ARTICLE XXIV - PERIOD OF AGREEMENT

This Agreement shall remain in full force and effect from January 1, 2018 to and including December 31, 2021 and thereafter from year to year until terminated by either party as hereinafter provided: Sixty (60) days prior to December 31, 2021 or any subsequent annual expiration date, either party may notify the other of its desire to negotiate a new agreement.

During negotiations, this Agreement will remain in full force and effect. Such new agreement, when consummated, shall be retroactive to January 1, 2021, or subsequent annual expiration date.

In the event that either party shall not be satisfied with the progress of negotiations, it may terminate this Agreement after any expiration date, upon thirty (30) days' written notice to the other party.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE HEREUNTO SET THEIR HANDS AND SEALS, this the 3rd day of December, 2020.

MONDELEZ GLOBAL, LLC.

  
\_\_\_\_\_  
Tanya Peterson - Plant Director  
Portland Bakery

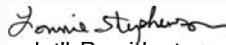
DISTRICT LODGE W-24,  
INTERNATIONAL ASSOCIATION OF  
MACHINISTS AND AEROSPACE  
WORKERS, for and on behalf of  
WILLAMETTE LODGE NO. 63

  
\_\_\_\_\_  
Robert Petroff, Business Representative

INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS,  
LOCAL 48


Portion agreed to and signed by  
IBEW LU48 is hereby approved  
INTERNATIONAL OFFICE - I.B.E.W.

**March 30,, 2021**

  
\_\_\_\_\_  
Lonnie Stephenson  
Int'l President

  
\_\_\_\_\_  
Mike Bridges, Business Representative

12-4-2020

  
\_\_\_\_\_  
Garth Bachman, Business Manager

SUPPLEMENT REGARDING APPRENTICESHIP TRAINING PROGRAM  
FOR MAINTENANCE MACHINISTS

SUPPLEMENT TO AGREEMENT, by and between MONDELEZ GLOBAL, LLC., PORTLAND, OREGON BAKERY, and the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, WILLAMETTE LODGE NO. 63, Portland, Oregon.

IT IS AGREED AS FOLLOWS:

The Employer and the Union have mutually agreed upon the establishment of an Apprenticeship Training Program for Maintenance Machinists. The terms and conditions of same to be as follows:

Apprentice wages, rates and other matters concerning Apprentices shall be governed by the appropriate Apprenticeship standards for the Portland area, as approved by the Oregon State Apprenticeship Council, with the following understanding:

1. Probationary period shall be the first six months (1000 hours) after the Apprentice enters the employ of the Employer.
2. For the purposes of adapting the training to afford the greatest extent of its application to Mondelez Global, LLC., Portland, Oregon Bakery operations, the schedule of processes to be worked are outlined in Appendix I attached hereto and made a part hereof.
3. Wages: Apprentices' wages shall be paid on the following basis, effective with the start of the Apprenticeship Program at the Bakery and shall automatically be adjusted by contract rate per hour adjustments at any later date as apply to the Journeymen's rate of pay.

<u>APPROXIMATE TIME PERIOD PROGRESSION</u>	<u>PERCENT OF THE PREVAILING JOURNEYMAN RATE OF PAY</u>
1 <sup>st</sup> 6 months	67-1/2%
2 <sup>nd</sup> 6 months	72-1/2%
3 <sup>rd</sup> 6 months	77-1/2%
4 <sup>th</sup> 6 months	82-1/2%
5 <sup>th</sup> 6 months	87-1/2%
6 <sup>th</sup> 6 months	92-1/2%
7 <sup>th</sup> and 8th months	97-1/2%

(Fraction cents per hour shall be adjusted to the closest half cent.)

4. The extent of active use of the Apprenticeship Program will be determined by the Employer but, in no event, greater in number than the ratio of Apprentices to Journeymen, as established in the "Plan and Minimum Apprenticeship Standards For the Machinist Trade for the State of Oregon, Revised and Approved September 1955," copy of which is attached and made a part hereof.

The Company will work with the IAMAW to get approval for “training agent status.” The Company commits to filling at least one opening with an apprentice once the State of Oregon approval is obtained. The individual selected must exhibit mechanical aptitude and commitment to learning the trade.

SIGNED AT PORTLAND, OREGON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

MONDELEZ GLOBAL, LLC.  
PORTLAND, OREGON BAKERY

DISTRICT LODGE W-24  
INTERNATIONAL ASSOCIATION  
OF MACHINISTS AND  
AEROSPACE WORKERS  
for and on behalf of  
WILLAMETTE LODGE NO. 63  
PORTLAND, OREGON

BY: \_\_\_\_\_  
Tanya Peterson

BY: \_\_\_\_\_  
Robert Petroff

APPENDIX 1

MACHINIST TRADE APPRENTICESHIP PROGRAM AT MONDELEZ GLOBAL, LLC.,  
PORTLAND, OREGON BAKERY

Schedule of Processes to be worked:

	<u>Approximate Hours</u>
Machine Maintenance, Building, Repairing and Dismantling.	4600

MEMO ONLY:

Departments:

Packing	1600
Baking	1350
Icing	<u>1200</u>
	4150

(Included in hours will be 500 hours, bench and assembly training.)

Lathe (engine and/or Turret)	1400
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Milling Machine (Vertical or Horizontal)	500
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Grinding – Do-all Saw	300
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Shaper and/or Planer	100
----------------------	-----

Drill Press	100
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Welding	400*
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Misc. Training – Tools, Saws and additional equipment training.	600*
--	------

The Department Superintendent will decide work shift assignments, in order to afford  
Apprentice work scheduling best suited to the training.

\*NOTE:      100 Hours Welding                      (Included in hours  
                  400 Hours Misc. training                      under department above.)

**February 2, 2020**

**IAM&AW/IBEW Portland Mondelez Bakery Overtime Scheduling Policy and Process**

Should weekend or holiday overtime be needed by Management to maintain the continuous and efficient operation of the Bakery, overtime assignments will be determined by the scheduling process outlined below.

**Overtime Scheduling Policy**

Scheduled weekend and holiday overtime will be for at least full shifts.

Scheduled overtime of less than a complete shift will be assigned using volunteers who sign up on the posted overtime sheet by seniority and ability on that shift for the period of time required, up to one week (excludes start-up).

The overtime assignments will be posted no later than noon on the 2nd to the last day prior to the scheduled overtime day.

Additions or changes to the scheduled overtime list after posting will be assigned using rotation by seniority and ability on the shift the emergency arose. If not filled voluntarily, the least senior employee on that shift with the necessary ability shall work.

Each overtime day will be considered separate for scheduling purposes.

No back-to-back shifts are allowed.

If an employee's turn to work overtime falls on a weekend while he/she is on vacation, the employee has the option to have the overtime counted as a day worked or have the overtime day moved forward so that he/she can work it. The employee must notify the Company of this option upon his/her first day after return to work.

When a scheduled overtime day falls on the same day as the Union meeting, the Union steward or stewards will be given the next available overtime, or swing shift overtime if available.

**Excused Absences**

The following are the only acceptable reasons for being excused without penalty from overtime. When unable to work due to one of these reasons, the M & R team leader must be notified no later than third shift the night prior to the day of posting. Once the work assignments are posted, the assigned employee may get a substitute to work for him/her (see below paragraph regarding Substitution):

- a. Weddings, and funerals per bereavement provisions of the contract, if verified;
- b. Military leave per the provisions of the contract if verified;
- c. Medical leave per the provisions of the contract or applicable law;
- d. Special hardship considered on a case-by-case basis if verified.



## Substitution

An employee scheduled to work an overtime day may arrange for another employee, who was not scheduled, to substitute for him or her.

The substitute employee must have the qualifications or particular skills to perform the assigned work in the scheduled individual's place. Employees listed on the overtime schedule can also opt to switch assigned shifts.

The requisite qualifications and skills are at the sole discretion of the Company.

Substitutions must be made prior to 12:30 PM the day prior to the first scheduled overtime day.

Both employees must communicate their approval to substitute to the maintenance team leader in person, via written note, telephone, etc.

The maintenance team leader will then make the change and indicate authorization by initialing on the posted overtime schedule.

The substitute employee is responsible for fulfilling the overtime obligation of the employee originally scheduled.

## Disciplinary Process for Failure to Work Scheduled Overtime

The Attendance Policy applicable to employees who are members of the IAMAW and IBEW will be used if any employee fails to fulfill his/her obligation regarding scheduled overtime work.

Discipline will not be imposed for qualified absences under the PPST or FMLA which the employee could not have reasonably anticipated at the time overtime assignments are posted. The employee must notify the Company one-half (1/2) hour before shift start of the need for a medical excuse so that a replacement may be arranged by the supervisor.

All medical excuses are subject to PPST, FMLA or other applicable policy and processes. If it is not a qualifying absence under the PPST, FMLA or other applicable policy, disciplinary action as outlined above may be imposed.

## Weekend Overtime Points Management Process

Employees earn one point (designated as an "x" in the tracking tool) for each scheduled overtime weekend day or holiday that is worked. These points ("x's") are tallied and updated on the second working day of the following week, and listed on a spreadsheet which is posted on the M&R bulletin board.

Points ("x's") are given to the employee originally listed on the posted overtime schedule, not to the authorized substitute.



Points ("x's") are not given to the employee who called in sick or experienced other circumstances as outlined above which prevented the employee from working at least 5 hours of their assigned shift.

Individuals are not prevented from receiving points ("x's") when taking scheduled vacation. Employees have the option of asking to be "averaged" or given points ("x's") for working the weekend after their vacation that they would otherwise have been eligible to have worked. The option to be "averaged" must be exercised no later than the end of a returning employee's first shift worked after their vacation via a message in any form to the department's labor scheduler.

New employees successfully completing the probationary period are given an initial number of points ("x's") equivalent to the individual in their craft with the highest number of points ("x' s").

### **Assignment to an overtime day**

Assignment to a given overtime day is determined by points ("x's"). Those with the lowest points ("x's") will be assigned over those with higher points ("x's").

Assignments for an upcoming weekend overtime day(s) or holiday are generated from a list of available employees ranked by each individual's point ("x") total from the lowest to the highest.

Employee availability for overtime scheduling is determined by subtracting those employees from the point ("x") ranked list who are excused because of scheduled vacation, who are using an excused absence (designated as "e's") under the weekend time-off policy, or who are dismissed because of illness, etc. (designated as "m's, s's") as detailed in this policy or pursuant to other agreements between the parties.

Employees who have been excused from overtime under the weekend time off policy are not eligible to work for other people (substitute) except as outlined in the weekend time off policy.

Employees who report off sick for second and third shift three nights prior to the first scheduled overtime day will be excused from overtime for the weekend. Employees who report off sick for first shift two days prior to the first scheduled overtime day will also be excused from overtime for the weekend. Under these circumstances, if an employee wishes to work, he or she must notify maintenance management prior to 8:00 AM on Thursday. An employee who reports off sick and was excused from overtime for the weekend but then works another shift prior to the weekend may still be added to the overtime schedule.

An employee who calls in "y" or "other" for second and third shift - three nights prior to the first scheduled overtime day or for first shift - two days prior to the first scheduled overtime day is still eligible for weekend overtime.

Employees who are excused from overtime for sickness will be eligible to switch with others provided they are qualified. If a medical release is required for returning to work, then it must be obtained prior to the switch.

Assignment on each successive overtime day is contingent upon the running total of points ("x's") received for each overtime day worked.

**Overtime shift assignment**

Individual shift assignments are determined by seniority, and seniority-based shift preference from the group of employees selected for a given overtime day. The exception to this rule is when either seniority or a conflicting shift preference could ultimately prevent an employee with lower points ("x's") from being able to work.

**Under no circumstances is anyone prevented or excluded from working if they have points ("x's") lower than those not selected to work but otherwise available.** Seniority or shift preference cannot be exercised if it precludes an employee's right to work and that employee has lower points ("x's") than others available but not selected.

Example: A senior employee working a 2nd or 3rd shift during the regular work week schedule may be forced to work a 2nd or 3rd shift Sunday while employee(s) of lesser seniority are assigned to 1st or 2nd shift. If the lesser senior individual's routine weekly schedule is 1st shift, they cannot be assigned to work 3rd shift on Sundays and have an 8-hour turn-around between shifts.

**Time off Programs**

Throughout the whole year, numbers of employees allowed off on weekends and vacations is to be limited as follows, with the exception of Art. VII, Section 6, Subsection 2:

Union	Range	Total number of employees permitted off for the weekend only (not attached to a vacation)	Vacations Allowed/Week	Total number of employees allowed off
<u>IAMAW</u>	32+	7	5	17
	28-31	6	5	16
	24-27	5	4	13
	19-23	4	3	10
	14-18	4	2	8
	Where headcount drops below 14, the Company and IAMAW must negotiate these limits			
<u>IBEW</u>	9-11	2	2	4
	5-8	2	1	3
	4	1	1	2
	1-3	1 if no employee has requested adjacent vacation by the Tuesday prior to the weekend	1	1

Employees are automatically entitled to the weekends off before and after a week of vacation.

The employee must notify the Scheduler by 8 A.M. on the Thursday prior to the weekend if he or she elects to be available to work the weekend.

If there are less than the allotted number of vacations scheduled for a week, on the Monday before the weekend those extra slots will be made available per the total in the chart above.

All requests for time off will be submitted on the standard department time-off request form. These forms will be available in the green room. Once the form has been filled out it should be date stamped and returned to the green room where it will be kept in a routing box. It is the employee's responsibility to ensure form is legibly date stamped and placed in the routing box by 6:30 A.M. on the Wednesday prior to the weekend requested off or the request may not be accepted. Nothing in this paragraph shall prevent the Company from using technology to accomplish the same process, after consultation with the Unions.

Employees may withdraw the weekend off request by contacting the maintenance team leader by 8 A.M. on the Thursday prior to the weekend.

This program applies to full weekends. Single days will not be granted except as provided by the contract or law. Requests will be granted up to three-months in advance. Once an individual has reserved a weekend off that person cannot request another until the last approved request is used (this does not apply to vacation weekends).

Requests will be reviewed under the following guidelines:

All personnel will be entitled to 26 points at the beginning of the program. No points will be carried over from one year to the next.

Each time an individual is granted a weekend off, a point will be deducted from the person's total.

Once all time-off slots have been filled for a particular weekend, no other requests will be accepted for that weekend.

Prior Time Off Requests will be granted according to the following:

1. Date of submission
2. Number of time-off points
3. Seniority

Seniority for Prior Time Off requests only applies when the employees apply for Prior Time Off on the same day and points are equal; in this situation seniority prevails. Please see Article VII – Vacations for scheduling protocol for vacations.

Once an individual uses up all time-off points, that person is no longer eligible for additional time off during the year under this program, unless such employee is not required to use a Prior Time Off request due to an adjacent weekend as noted above.



March 5, 2015

Ron Telgen  
Business Agent, District Lodge W24, Local 63  
25 Cornell Avenue  
Gladstone, OR 97027

Mike Bridges  
IBEW  
15837 N.E. Airport Way  
Portland, OR 97230-4958

Re: Portland Mondelez Bakery Modified Work Schedule Implementation

Dear Ron and Mike:

During our negotiations for a new contract the parties agreed to enter in to this side letter on Implementation of the Modified Work Schedules.

The company will not implement the modified work schedules described in Article VIII until the company is prepared to start the process of hiring two additional mechanics and one additional electrician. The company will give the union three (3) months' notice before implementing the modified work schedules. During that time, the company will discuss the implementation plan with the union (hiring process, bid timing and process, etc.) before implementing.

If this is your understanding, please sign below to indicate your agreement.

Sincerely,

Pamela DiStefano  
Director, Labor Relations

Ron Telgen, Business Representative  
Business Agent, District Lodge W24, Local 63

Mike Bridges, Business Representative  
IBEW Local 48

cc: George Heritatos  
Clark Nelson  
Brian Buck  
Matt Beys

Memorandum of Understanding  
By and Between

IAM LL 63, IBEW Local 48, OPERATING ENGINEERS 701  
And  
MONDELEZ GLOBAL LLC

The parties to this agreement have agreed to adopt the Western Metal Industry Pension Fund Rehabilitation Plan - Preferred Schedule.

In accordance with the Preferred Schedule, effective with September 1, 2014 hours worked, the Employer agrees to pay an additional supplemental contribution in an amount equal to 64% of the previously established contribution rate, with the understanding that the supplemental contributions will not result in any pension credit for the covered employees.

The effective date for payments made in accordance with Western Metal Industry Pension Fund Rehabilitation Plan - Preferred Schedule cannot be later than the first day of the month following 180 days from the end date of the prior contract.

The supplemental rate increases from 64% in the first year to 80% in the second year, to 96% in the third year, etc. under the Rehabilitation Plan, a copy of which has previously been provided to the Employer and to the Union. Each rate under the Western Metal Industry Pension Fund Rehabilitation Plan - Preferred Schedule will be paid for a period of 12 months. Both the Union and the Employer understand that the contribution increases required under the Rehabilitation Plan may change in subsequent collective bargaining agreements.

Signed this day of 2014

Mondelez Global LLC  
By: *[Signature]*  
Title: Director, Labor Relations  
November 11, 2014

IAM LL 63, IBEW Local 48, <sup>MOU</sup> OPEIU 701  
By: *[Signature]*  
Title: IAM Local 48, IBEW Local 48  
Nov 11, 2014

*[Signature]*  
Bund Rep. 11/06/2014  
Nov 11, 2014

Please return a copy of this Memorandum of Understanding to the Trust Office as soon as possible after it has been adopted.

Western Metal Industry Pension Fund  
P.O. Box 12068  
Seattle, WA 98102-0368  
1-800-426-7132

## MEMORANDUM OF UNDERSTANDING

**THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the “MOU”) is made and entered into by and between the Mondelez Global LLC, Portland Bakery located in Portland, Oregon (hereinafter referred to as the “Company”) and the District Lodge W-24 International Association of Machinists and Aerospace Workers for and on behalf of Willamette Lodge #63, and the International Brotherhood of Electrical Workers Local #48, (hereinafter referred to as the “Unions”). The Company and the Unions are hereinafter referred to collectively as the “Parties.”**

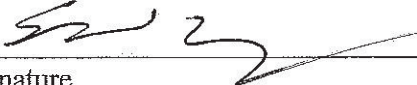
1. The Company and the Unions are Parties to a Collective Bargaining Agreement that was effective for the period of March 13, 2014 through and including December 31, 2017 (hereinafter referred to as the “CBA”).
2. The Parties are currently negotiating the CBA, which has been extended through October 16, 2018 per the terms of an Extension Agreement signed by the Parties.
3. To address difficulties with recruiting electricians in the Portland area, the Company agrees to commence recruiting Journeymen Electricians into the IBEW bargaining unit at a rate of \$36 or more. Effective upon the signing of this MOU, all current Journeyman Electricians in the IBEW bargaining unit will receive a wage increase to \$36. Any amount above \$36 paid to a Journeyman Electrician hired after the signing of this MOU will also be paid to Journeymen Electricians currently employed at the Portland Bakery so that all Journeyman Electricians in the IBEW bargaining unit are paid at the same wage rate until wage rates are eventually agreed to between the Parties through the CBA negotiations. However, the Parties acknowledge that a Journeyman Electrician who is an Instrumentation and Controls Technician may be paid more than other Journeymen Electricians before new wage rates are negotiated through the CBA negotiations.
4. The Parties acknowledge that this increase is purely limited to Journeymen Electricians employed at the Portland Bakery and shall have no bearing on wage rates negotiated for any other employee at the Portland Bakery or elsewhere within the Company.
5. The increase will be made without prejudice to the Company's right to negotiate different wage rates in the CBA to reflect skill levels of employees.
6. The Unions will not dispute the Company's right to recruit maintenance electricians with an LME license within the IBEW bargaining unit, including but not limited to employees within the Instrumentation and Controls Technician Classification. No LME hired under this MOU shall be paid at a higher wage rate than the Journeyman Electricians in the IBEW bargaining unit, unless such employee is an Instrumentation and Controls Technician. If the Company chooses to hire an LME who is not an Instrumentation and Controls Technician at a higher rate of pay than is being paid to the Journeyman Electricians, then the Journeyman Electricians' rate of pay will be increased to match that of the higher paid LME.
7. The Parties have been unable to reach agreement in this MOU regarding the jurisdiction or scope of bargaining unit work of IBEW-represented employees versus IUOE-represented employees with LME licenses. The Parties agree to sever those issues from this MOU and to negotiate separately regarding those issues while maintaining the status quo and reserving all rights with respect to those issues and the status quo, including any disagreement about what the status quo may be. The fact of having agreed to negotiate those issues separately is not to be construed as an admission or abandonment of either party's position on those issues.



8. In the event either Mondelez Global LLC or the Union(s) fail to comply with the terms of this Memorandum of Understanding, recourse shall be sought under Article XIII - Grievance and Arbitration of the CBA.

**All Parties to this Memorandum of Understanding have fulfilled their statutory and contractual obligations to bargain the above changes and the provisions of this Memorandum of Understanding are a result of such discussions.**

AGREED BY MONDELÉZ GLOBAL LLC:


  
\_\_\_\_\_  
Signature

08/01/2018  
\_\_\_\_\_  
Date

SAMUEL WHITTY  
\_\_\_\_\_  
Print Name

Sr. Manager, Labor Relations  
\_\_\_\_\_  
Title

AGREED BY DISTRICT LODGE W-24 INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS FOR AND ON BEHALF OF WILLAMETTE LODGE #63:

  
\_\_\_\_\_  
Signature

July 31, 2018  
\_\_\_\_\_  
Date

ROBERT C. PETROFF  
\_\_\_\_\_  
Print Name

BUSINESS REP / ORGANIZER  
\_\_\_\_\_  
Title

AGREED TO BY INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 48

  
\_\_\_\_\_  
Signature

7-31-18  
\_\_\_\_\_  
Date

Michael Bridges  
\_\_\_\_\_  
Print Name

Business Rep IBEW 48  
\_\_\_\_\_  
Title

## Memorandum of Understanding

**THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the “MOU”) is made and entered into by and between the Mondelēz Global LLC, Portland Bakery located in Portland, Oregon (hereinafter referred to as the “Company”) and the District Lodge W-24 International Association of Machinists and Aerospace Workers for and on behalf of Willamette Lodge #63, and the International Brotherhood of Electrical Workers Local #48, (hereinafter referred to as the “Unions”). The Company and the Unions are hereinafter referred to collectively as the “Parties.”**

1. The Company and the Unions are parties to a collective bargaining agreement that was effective for the period of March 13, 2014 through and including December 31, 2017 (hereinafter referred to as the “CBA”).
2. The parties are currently negotiating the CBA, which has been extended through April 16, 2018 per the terms of an Extension Agreement signed by the Parties.
3. The Parties acknowledge and agree to the introduction of an Instrumentation and Controls Technician classification (hereinafter referred to as “I&C Technician”) under the terms of the CBA, and that will be governed by any successor collective bargaining agreements. The Company agrees that bargaining unit members employed under this classification will form part of the IBEW bargaining unit. This MOU and the introduction of I&C Technicians will not change any of the Parties’ existing rights with respect to contractors or Management employees performing work performed by I&C Technicians.
4. The Parties acknowledge the need for a separate I&C Technician classification within the IBEW bargaining unit. This classification is in addition to the current Electrician classifications of Lead Electrician, Maintenance Electrician, and Electrical Signing Supervisor. The Company may determine when I&C Technicians are required to be employed based on operational requirements.
5. Without limiting the Company’s right to determine the number of I&C Technicians required on each shift in the future, the Parties acknowledge that the Company currently intends to hire one (1) I&C Technician per shift at a base wage rate of \$42 or more per hour, plus all other applicable fringe benefits. This acknowledgement is not intended to restrict the Company from paying a greater amount, but the Parties agree that the wage rate will be no lower than \$42 per hour and that the final wage rate will be documented appropriately in all successor collective bargaining agreements.
6. Those IBEW bargaining unit members currently employed by the Company under the CBA are permitted to apply for available I&C Technician roles and, if such bargaining unit members have the pre-requisite qualifications and experience required by the Company, they will be provided with an interview. Input will be sought from at least one IBEW bargaining unit member as to suitability of the bargaining unit member wishing to be appointed to the I&C Technician position before the Company will decide whether the bargaining unit member is qualified and suitable to be appointed to the I&C Technician position. There will be a trial period of ninety (90) days, after which time the Company will decide whether to appoint the bargaining unit member to the I&C Technician position permanently or return the bargaining unit member to the bargaining unit member’s former position. The 90-day trial period may be extended for up to an additional ninety (90) days by agreement between the Company and IBEW



Local 48. During the trial period, the bargaining unit member will be compensated at the full I&C Technician wage rate, and will retain all existing benefits related to his/her length of service, including but not limited to vacation time and sick time accruals, and will be subject to the seniority provisions provided in this MOU. During the trial period, monthly assessments are to be made and documented by a member of Management suitably familiar with the work of I&C Technicians, including the training required for certification, and these assessments are to be shared with the bargaining unit member. If the bargaining unit member is returned to the bargaining unit member's former position, that bargaining unit member will return to the wage rate applicable to that position. Before the Company makes any final decision with respect to permanently appointing the bargaining unit member to the position of I&C Technician, input will again be sought from at least one IBEW bargaining unit member as to the suitability of that bargaining unit member for the I&C Technician position.

7. The Company will pay for the training class(es) and any course-related supplies required for IBEW bargaining unit members who have been authorized by the Company to obtain I&C Technician certification. The number of such bargaining unit members authorized for certification will be determined by the Company depending on the number of positions that are open (or are expected in the future) at any given time. The Parties acknowledge that any open positions may be filled with candidates external to the Company if there are no available bargaining unit members who have completed such training and already obtained the pre-requisite qualifications and experience required by the Company to support commencement of a trial period. Where the Company has interviewed and assessed a bargaining unit member as qualified and suitable to be appointed to the I&C Technician position for a trial period but there are no available I&C Technician positions open at that time, the bargaining unit member will commence the trial period only once a position becomes available (provided there are no other more senior bargaining unit members who have been assessed as suitable to commence a trial period).

If there are no bargaining unit members who have already commenced the journey towards becoming an I&C Technician (e.g. a bargaining unit member who has been authorized to obtain I&C Technician certification or who has been interviewed and assessed by the Company as qualified and suitable to be appointed to the I&C Technician position for a trial period), the Company will authorize at least one interested bargaining unit member to obtain I&C Technician certification. If there is more than one (1) interested bargaining unit member, but the Company is unwilling to authorize all interested bargaining unit members for I&C Technician certification, those permitted to be authorized will be selected by Bakery Seniority.

In all circumstances the Company maintains the right to determine which training will be authorized to obtain the I&C Technician certification.

8. The need for additional training for all I&C Technicians shall be determined by the Company. If the Company requires such a bargaining unit member to attend additional training, the Company will pay for the training class(es) and any course-related supplies required for the training. The Company will also pay the bargaining unit member for time spent at such required training.

In accordance with the Article XX of the CBA, it is the intent to have maintenance work performed by maintenance employees. After the signing of this MOU, it is the Company's intention to increase the size of the IBEW bargaining unit through the hiring of additional Electricians and I&C Technicians. The Company commits to engage with the IBEW bargaining unit to address staffing levels within the Bakery

on each shift and to providing appropriate training on new systems introduced at the Bakery. The Company retains the right to decide the level of training required, but will seek and genuinely consider input from the bargaining unit members. The topics of staffing levels and training will form part of Labor Management Meetings going forward to ensure any concerns regarding maintenance coverage and training will be raised and addressed in a timely manner. The Company is committed to ensuring the success of those in the I&C Technician classification, as well as the rest of those in the bargaining unit, and agrees to schedule bargaining unit members in accordance with production levels in order to provide for efficient maintenance of the Bakery.

9. The I&C Technician classification will be treated as outlined below with respect to seniority as provided for under the CBA, and this structure will remain in effect for all successor collective bargaining agreements unless otherwise mutually agreed to by the Parties in writing:
  - a) IBEW bargaining unit members employed at the time of the signing of this MOU and former bargaining unit members subject to the break in service language in Article III, Section 3, of the CBA and all applicable language in all successor collective bargaining agreements will not have their seniority affected by the creation of the I&C Technician classification, nor by the hiring/transferring of employees to fill I&C Technician positions. These bargaining unit members will maintain all rights and privileges associated with seniority, including but not limited to, layoffs, vacation scheduling, and overtime, except for as explained in 9(b) or where there are specific tasks required by the Company to be performed by an I&C Technician.
  - b) For purposes of scheduling, it is understood that the Company currently intends to have at least one (1) I&C Technician scheduled per shift. To facilitate this scheduling, the Unions recognize that seniority will be treated differently for Electricians and for I&C Technicians for the purpose of providing a mechanism in which I&C Technicians can be appropriately scheduled for each shift. For ease of explanation, the following definitions will be utilized:
    - Time employed with the Company and subject to the seniority language in Article III of the CBA, as well as seniority under all successor collective bargaining agreements, shall be referred to as “Bakery Seniority” (the length of time employed at the Bakery). Bakery Seniority trumps all other seniority classifications except for when the use of seniority is for the purpose of ensuring that an I&C Technician can be assigned to a shift or where there are specific tasks required by the Company to be performed by an I&C Technician.
    - Seniority for all bargaining unit members classified as Electricians (this includes all current classifications, as well as any additional Electrician classifications created in successor collective bargaining agreements) shall be referred to as “Electrician Seniority.” This seniority is based on Bakery Seniority; it is the fact that Bakery Seniority is compared only to other Electricians for the purpose of determining shift preference, rather than all IBEW bargaining unit members, that makes it different than Bakery Seniority.
    - Seniority for all bargaining unit members classified as I&C Technicians (including any additional I&C Technician classifications created in successor collective bargaining agreements) shall be referred to as “I&C Technician Seniority.” This seniority is based on Bakery Seniority; it is the fact that Bakery Seniority is compared only to other I&C

Technicians for the purpose of determining shift preference (or where there are specific tasks required by the Company to be performed by an I&C Technician), rather than all bargaining unit members, that makes it different than Bakery Seniority.

- All IBEW bargaining unit members will maintain full credit of their Bakery Seniority if they transfer in classification from Electrician to I&C Technician, as well as if they transfer from I&C Technician to Electrician.
- c) The example provided below is not intended to cover all potential scenarios, but is designed to solidify the understanding of the Parties regarding the application of seniority for the purposes of assigning I&C Technicians to the appropriate shift.

Example: At the time of the signing of this MOU, the Company transfers one IBEW bargaining unit Electrician to the I&C Technician classification (hereinafter referred to as “I&C Tech 1”) and hires two (2) additional I&C Technicians from outside the Company (hereinafter referred to as “I&C Tech 2” and “I&C Tech 3,” respective to start date). I&C Tech 1 has the greatest I&C Technician Seniority because he/she/they will maintain his/her/their full Bakery Seniority subsequent to the transfer and will therefore have first choice in shift scheduling amongst the I&C Technicians. I&C Tech 2 and I&C Tech 3 will have seniority based on the order in which they were hired for both purposes of Bakery Seniority and I&C Technician Seniority.

At a later date, an IBEW bargaining unit Electrician employed prior to the creation of the I&C Technician classification (hereinafter referred to as “I&C Tech 4”) obtains the required credentials to transfer into the I&C Technician classification (and the Company approves such transfer). I&C Tech 4 will have seniority over I&C Tech 2 and I&C Tech 3 because his/her/their Bakery Seniority determines his/her/their I&C Technician Seniority and can displace I&C Tech 2 and/or I&C Tech 3 off of their current shift(s) to obtain the shift of his/her/their preference. I&C Tech 4 could also displace I&C Tech 1 if I&C Tech 4’s Bakery Seniority is greater than the Bakery Seniority of I&C Tech 1.

The Company then hires an additional Electrician (hereinafter referred to as “Electrician 1”). Then I&C Tech 2 requests to transfer (and is approved by the Company to transfer) to the classification of Electrician (hereinafter referred to as “former I&C Tech 2/now Electrician 2”). Former I&C Tech 2/now Electrician 2 has less Bakery Seniority than all Electricians employed at the time of the creation of the I&C Technician classification, but has greater Bakery Seniority than Electrician 1 and therefore still has greater Electrician Seniority (and therefore shift preference) over Electrician 1.

10. The Parties recognize that the Company’s current intent is to hire one (1) I&C Technician per shift, as stated in Section 5 of this MOU. The Parties also recognize that hiring one (1) I&C Technician per shift may not occur right away, and that there may be an interim period in which there are not enough I&C Technicians employed by the Company to be assigned to each shift. For clarification, the Company’s intent is to have the I&C Technician(s) assigned to a regular shift (day, swing, or graveyard) in accordance with the CBA (or any successor collective bargaining agreements) and the I&C Technician seniority provisions of this MOU. When specific tasks are required by the Company to be performed by an I&C Technician and result in a deviation from the I&C Technician’s regular shift, such deviations

will be in accordance with the CBA and all applicable language in all successor collective bargaining agreements.

11. The I&C Technician may perform Electrician work, and/or assist an Electrician as needed, but will maintain the I&C Classification wage rate regardless of the nature of the work performed. Electricians and I&C Technicians shall participate in the overtime scheduling provisions of the CBA and all successor collective bargaining agreements based on Bakery Seniority and will be compensated in accordance with their appropriate wage rate, unless there are specific tasks required by the Company to be performed by an I&C Technician. When there are specific tasks required by the Company to be performed by an I&C Technician, in scheduling shifts for weekend overtime, I&C Technician seniority shall determine what shift the I&C Technician shall work.
12. To demonstrate the good faith intention to adequately compensate those with skill sets in between entry-level Electricians and I&C Technicians, the Company commits to negotiating a new wage rate system applicable to all IBEW bargaining unit members employed at the time of the signing of this MOU, all former bargaining unit members subject to the break in service language in Article III, Section 3, of the CBA and all applicable language in all successor collective bargaining agreements, and all future IBEW bargaining unit members employed by the Company. This new wage rate system will provide for tiered compensation for those possessing skills, knowledge, experience, and/or certifications that fall short of those required for the I&C Technician classification, but are considered by the Parties to be deserving of compensation above the base Electrician wage rate.
13. In the event either Mondelēz Global LLC or the Union(s) fail to comply with the terms of this Memorandum of Understanding, recourse shall be sought under Article XIII – Grievance and Arbitration of the CBA.

**All parties to this Memorandum of Understanding have fulfilled their statutory and contractual obligations to bargain the introduction of the I&C Technician classification and the provisions of this Memorandum of Understanding are a result of such discussions.**

**AGREED BY MONDELEZ GLOBAL LLC.:**

 \_\_\_\_\_ 4/12/18  
Signature Date

SAMUEL WHITTY \_\_\_\_\_ Sr. Manager - Labor Relations  
Print Name Title



Other agreements between the parties:

### **Training Matrix and Skills Assessment Program**

The Company, in conjunction with the Unions, intends to further develop the skills of the trade of the IAMAW members. To this end, the Company will form a joint team with the IAMAW supported by two members of the IAMAW and two representatives of management. The objective of the team will be to develop a training matrix and skills assessment program. Meeting frequency will be no less than monthly. Once the team completes the training matrix and skills assessment for the IAMAW, the Company commits to beginning the same process with the IBEW.

### **New Ways of Working**

It is the intent of the Company to better utilize the skills of the employees represented by the IAMAW and IBEW through the New Ways of Working Program. The implementation of this program is not intended to replace IAMAW and/or IBEW bargaining unit members. The Company's commitment in this regard is evidenced by the proportional headcount guarantees being offered by the Company. Rather, the intention is to optimize utilization of the skills of the trade of the IAMAW and IBEW bargaining unit members.

As part of this optimization, IAMAW and IBEW bargaining unit members may be relieved from performing certain tasks that do not require the skills of the trade. The initial focus will be on transferring cleaning, inspection, and lubrication of the model line (Premium) to BCTGM bargaining unit members who may be assigned to perform this work by management. If the Company intends to expand beyond cleaning, inspection, and lubrication of the model line, the Company and the IAMAW will meet and discuss the next steps before implementation begins. If the Company intends to include tasks traditionally belonging to the IBEW bargaining unit members in the New Ways of Working program, the Company will meet and discuss the tasks the Company desires the IBEW bargaining unit members to train the BCTGM bargaining unit members to perform prior to implementation.

IAMAW and IBEW bargaining unit members will assist with developing the necessary training programs, including any standard operating procedures or other guidelines. IAMAW bargaining unit members or IBEW bargaining unit members will also train the BCTGM bargaining unit members to perform the assigned tasks. An IAMAW bargaining unit member or an IBEW bargaining unit member who is assigned to assist in developing a training program, and/or to train BCTGM bargaining unit members will be paid lead pay while engaged in developing training programs or performing training activities. The Company, the IAMAW, and the IBEW will work together as soon as possible upon ratification to determine what specific activities and time increments will trigger lead pay entitlement.

The Company will determine whether and when a BCTGM bargaining unit member has successfully completed training. The inability of a BCTGM bargaining unit member to successfully complete training will not result in the discipline of any IAMAW and/or IBEW bargaining unit member. IAMAW and/or IBEW bargaining unit members will not be held responsible for any errors made by BCTGM bargaining unit members.



The Company is committed to increasing the involvement of and opportunities for IAMAW and IBEW bargaining unit members to use their experience and skills of the trade to support the development and execution of capital projects.

During the life of this Agreement, the Company and the IAMAW will meet no less than once a month to discuss the progress of the implementation of the New Ways of Working. If the Company is able to successfully implement the New Ways of Working and achieve Phase 0 certification on the model line, the Parties agree to meet, and discuss any concerns before moving on to the next phase of implementation in other parts of the Bakery. When implementation begins for IBEW bargaining unit tasks, these same requirements will apply to the Company and the IBEW.

If there is a dispute regarding whether or not a task is permitted to be performed by employees represented by the BCTGM under the New Ways of Working outlined in this Agreement, the Parties may mutually agree to utilize the FMCS to mediate such disputes and attempt to reach agreement amongst the Parties. Such mutual agreement will place the grievance timelines in abeyance. If the Parties are unable to resolve the dispute in mediation, the dispute shall be subject to the grievance and arbitration process. The Parties agree that when attempting to resolve disputes under this Article, past practice is not a factor. Whether or not the task required the skills of the trade and/or whether or not the tasks were identified and discussed with the appropriate Union before implementation shall be the test applied in adjudicating the dispute.

The Company shall maintain IAMAW & IBEW bargaining unit headcount in proportion to BCTGM headcount at 15% for IAMAW and 5% for IBEW.