

Tentative Agreement

BETWEEN

THE HERSHEY COMPANY

AND

UNITED FOOD AND COMMERCIAL WORKERS

UNION, LOCAL 1776 KEYSTONE STATE

Attendance Policy 2

This policy applies to all employees hired on or after June 12, 2020. Employees hired prior to June 12, 2020, can elect, within 30 days of ratification, to be covered by this Attendance Policy. Employees hired prior to June 12, 2020, will be given an option window each year, between December 1 – December 15, to elect Attendance Policy 2, commencing on January 1 of the next year. Once Attendance Policy 2 is elected, an employee is not permitted to return to Attendance Policy 1.

~~The parties agree to replace the existing Attendance Policy with the following:~~

Employees hired prior to June 12, 2020 who elect Attendance Policy 2 within 30 days of ratification, will have the one-time opportunity to reduce their occurrences as follows: Upon agreement, eEmployees in the "Attendance Control Program" under the old attendance policy (Attendance Policy 1) will have their occurrences reduced to five (5). Employees not in the "Attendance Control Program" will have their occurrences reduced to zero (0).

Report Off Procedure

Employees who are going to be absent or late are required to call off work at least one hour before the start of the shift. In the event of an emergency (i.e. or accident), the Company will, on a case-by-case basis, review the matter with the Chief Steward present and the Company will determine whether occurrence points should be issued for the absence/late due to the emergency.

Employees who are aware of their need for an absence in advance are required to provide advance notice.

Chargeable Absences

A chargeable absence is one that counts against an employee's attendance record and carries a points designation. Absences, such as EVD, FMLA, Jury Duty, Military Duty, Personal Leave and court

appearances required through no fault of the employee (copy of subpoena required) and other approved absences are not considered chargeable absences.

Traditional Schedule Employees
Chargeable absences and Point Values (applies to all scheduled work days).

Infraction	Occurrence(s)
Absence Failure to report for a scheduled shift, with a proper call in.	1
Tardy Reporting to work up to 15 minutes after the start of scheduled shift start. <ul style="list-style-type: none"> Graced two tardies per rolling calendar year 	.5
Late Reporting to work after 15 minutes of the scheduled start of shift and before the 2 nd half of the shift, with a proper call in. <ul style="list-style-type: none"> It will be management's discretion to determine if work is available when an employee is late more than half the shift. If work is not available, the employee will be sent home and charged 1 occurrence. 	.5
Leave Early < Hhalf Leave after working less than half of the scheduled shift. <ul style="list-style-type: none"> Notification must be made to the employee's supervisor. 	1
Leave Early > Hhalf Leave after working more than half of the scheduled shift. <ul style="list-style-type: none"> Notification must be made to the employee's supervisor. 	.5
Overtime Refusal Refusal of mandatory overtime. <ul style="list-style-type: none"> Employees will be graced 16 hours of mandatory overtime refusal in a calendar year. (Does not apply in the calendar year in which hired). This time must be designated immediately when mandated for overtime. As an alternative, an employee may choose to have their oldest attendance occurrence(s) removed from their record. Employees will be excused from mandatory overtime if they have a scheduled doctor appointment that conflicts with the mandated time to work. Employees who have a scheduled appointment must notify their supervisor of their inability to be mandated for overtime for that day within the 1st hour of the shift. Employee must submit a doctors note specifying the date and time of 	.5 (daily inversion refusal) 1.5 (one full shift weekend inversion refusal)

appointment to HR or the Nurse within two (2) business days in order to avoid penalty.	
Improper call off Any call to report off of work which is received less than one hour before the start of the shift. <ul style="list-style-type: none"> Applied in addition to other applicable points. Also applies to non-chargeable absences. 	.5
No Call No Show Failure to report off of work <ul style="list-style-type: none"> Applied in addition to other applicable points. Also applies to non-chargeable absences 	1
Consecutive Absences Employees with less than 5 occurrences: <ul style="list-style-type: none"> An absence which consists of two (2) consecutive days will be considered one occurrence. An absence of three (3) consecutive days will be considered one occurrence provided a doctor's note is submitted that covers the specific days of absence and ability to return to work. An absence of three (3) consecutive days without a doctor's note as described above will receive two (2) occurrences. Absences over three (3) consecutive days that are either covered by or approved for FMLA or approved by the Company's short-term disability carrier, or otherwise approved by Human Resources will not receive any occurrences. Otherwise each day will be charged as an occurrence. Employees with 5 or more occurrences: <ul style="list-style-type: none"> An absence which consists of two (2) consecutive days will be considered two (2) occurrences, <u>unless a doctor's note is provided which covers the specific dates of absence, in which case it would be one (1) occurrence.</u> An absence of three (3) consecutive days will be considered <u>three (3) two (2) occurrences, unless a doctor's note is provided which covers the specific dates of absence provided a doctor's note is submitted that covers the specific days of absence and ability to return to work, in which case it would be one (1) occurrence</u> An absence of three (3) consecutive days without a doctor's note as described above will receive three (3) occurrences. Absences over three (3) consecutive days that are either covered by or approved for FMLA or approved by the Company's short term disability carrier, or otherwise approved by Human Resources will not receive any occurrences. Otherwise each day will be charged as an occurrence. 	

Continuous Operations Schedule Employees
Chargeable absences and Point Values (applies to all scheduled work days).

Infraction	Occurrence(s)
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Absence Failure to report for a scheduled shift, with a proper call in.	1.5
Tardy Reporting to work up to 15 minutes after the start of scheduled shift start. <ul style="list-style-type: none"> Graced two tardies per rolling calendar year 	.5
Late Reporting to work after 15 minutes of the scheduled start of shift and before the 2 nd half of the shift, with a proper call in. <ul style="list-style-type: none"> It will be management's discretion to determine if work is available when an employee is late more than half the shift. If work is not available, the employee will be sent home and charged 1.5 occurrences. 	.5
Leave Early < Hhalf Leave after working less than half of the scheduled shift. <ul style="list-style-type: none"> Notification must be made to the employee's supervisor. 	1
Leave Early > Hhalf Leave after working more than half of the scheduled shift. <ul style="list-style-type: none"> Notification must be made to the employee's supervisor. 	.5
Overtime Refusal Refusal of mandatory overtime. <ul style="list-style-type: none"> Employees will be graced 24 hours of mandatory overtime refusal in a calendar year. (Does not apply in the calendar year in which hired). This time must be designated immediately when mandated for overtime. As an alternative, an employee may choose to have their oldest attendance occurrence(s) removed from their record. Employees will be excused from mandatory overtime if they have a scheduled doctor appointment that conflicts with the mandated time to work. Employees who have a scheduled appointment must notify their supervisor of their inability to be mandated for overtime for that day within the 1st hour of the shift. Employee must submit a doctor's note specifying the date and time of appointment to HR or the Nurse within two (2) business days in order to avoid penalty. 	1.5
Improper call off Any call to report off of work which is received less than one hour before the start of the shift. <ul style="list-style-type: none"> Applied in addition to other applicable points. Also applies to non-chargeable absences. 	.5
No Call No Show Failure to report off of work. <ul style="list-style-type: none"> Applied in addition to other applicable points. Also applies to non-chargeable absences 	1.5

Consecutive Absences

- Each day with an unapproved absence will be charged 1.5 occurrences. Two (2) consecutive days absent will result in 3 occurrences (1.5 occurrences for each day).
- Absences over three (3) consecutive days that are either covered by or approved for FMLA or approved by the Company's short-term disability carrier, or otherwise approved by Human Resources will not receive any occurrences. Otherwise each day will be charged as an occurrence.

Probationary Employees

Probationary employees must contact HR within 24 hours of an absence (in addition to following the regular call-off procedures). Probationary employees will be granted one instance of an occurrence. Any more occurrences, unless approved in writing by HR, during the probationary period will result in immediate termination.

Progressive Discipline

Employees who accumulate ~~56~~ or more points in a rolling year will be subject to discipline action.

Points Total	Disciplinary Step
65 points	Coaching, no ability to bid on another job until points are reduced to 45 or less.
76 points	Written Warning
7 points	2nd Written Warning
8 points	Final Written Warning
9 points	Termination of employment

Tracking Responsibility

Employees are responsible for keeping track of their own occurrences and knowing where they stand in the disciplinary process.

12 month rolling process

- Occurrences older than 12 months will be dropped from the employee's record on the 1 year anniversary date of the occurrence. As referenced in the charts above, rather than using the hours granted for overtime refusal, an employee can request to apply their graced hours for mandatory overtime to remove the oldest attendance occurrence(s) from their record. An occurrence removal will be applied effective the date of request.

Return to Work Requirement

Employees out of work for three or more consecutive workdays due to medical reasons will be required to present a doctor's note upon their return to work. The note should specify the date of return and whether there are any restrictions. Restrictions will need to be reviewed prior to return. The purpose of this requirement is not to "excuse" the absence. The sole purpose is to ensure the employee is well enough to work following an illness which was serious enough to disable a person for a duration of at least 3 days.

Award Day

Employees may earn one (1) paid day off ("Award Day") for each four (4) month period the employee is actively employed (not on any type of leave of absence) for the entire four-month period without any unpaid time off. The four-month periods will be January through April, May through August, and September through December. The Award Day must be used in the four-month period following the period in which it was earned and must be scheduled according to vacation guidelines. Failure to use an Award Day in the following four-month period will result in the day being paid.

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FOR THE HERSHEY COMPANY:
UNION:

Don Palmer

Date: 6/8/20

FOR UFCW LOCAL 1776KSTHE

[Signature]

Date: 5/27/20

5/27/2020

Proposed Revised TA – Award Day

Add new section to ~~the~~ Attendance Policy 2 (for employees hired after June 12, 2020 or for those hired prior to June 12, 2020 who elect Attendance Policy 2):

Employees may earn one (1) paid day off ("Award Day") for each ~~six (6)~~ four (4) month period the employee is actively employed (not on any type of leave of absence) for the entire ~~six~~four-month period without any unpaid time off. The ~~six~~four-month periods will be January through ~~April~~June, ~~May through August~~, and ~~September~~July through December. The Award Day must be used in the ~~four~~six-month period following the period in which it was earned and must be scheduled according to vacation guidelines. Failure to use an Award Day in the following ~~four~~six-month period will result in the day being paid ~~forfeiture of the Award Day~~.

This Award Day policy does not apply to Attendance Policy 1.

FOR THE HERSHEY COMPANY:
UNION:

Ken Thomas

Date: 5/8/20

FOR UFCW LOCAL 1776~~THE~~

[Signature]

Date: 5/27/20


**Revised Comprehensive Tentative Agreement Between
The Hershey Company and
United Food and Commercial Workers Union,
Local 1776 Keystone State**

The parties Collective Bargaining Agreement ("CBA"), dated March 21, 2016 to March 22, 2020, which has been mutually extended until June 12, 2020, will remain as is, except for the modifications that were outlined in the parties comprehensive Tentative Agreement dated March 13, 2020 [that was voted down on or about May 7, 2020], except for the following modifications that were made on May 26 and 27, 2020 during further negotiations; specifically relating to the Attendance Policy, Continuous Operations/12-Hour Schedule ("COS") and Wages. These modifications from May 26 and 27, 2020 hereby replace the same subject matter found in the former comprehensive Tentative Agreement of March 13, 2020.

This Tentative Agreement must be ratified before June 12, 2020. If ratified before June 12, the Company will pay a Pandemic Bonus of \$200 to bargaining unit employees.

For The Hershey Company:

For United Food and Commercial Workers Union,
Local 1776 Keystone State:


Date: 5/29/20


Date: 5/27/20

Revised Tentative Agreement (to replace initial TA on this subject dated 3/13/20)

BETWEEN
THE HERSHEY COMPANY
AND
UNITED FOOD AND COMMERCIAL WORKERS
UNION, LOCAL 1776 KEYSTONE STATE

Tier 1	2019		2020		2021		2022		2023	
	Training	Qualified	Training	Qualified	Training	Qualified	Training	Qualified	Training	Qualified
			3.00%		2.50%		2.50%		2.50%	
G1	\$23.17	\$23.68	\$23.87	\$24.39	\$24.46	\$25.00	\$25.07	\$25.63	\$25.70	\$26.27
G2	\$24.34	\$25.23	\$25.07	\$25.99	\$25.70	\$26.64	\$26.34	\$27.30	\$27.00	\$27.99
G3	\$25.23	\$26.52	\$25.99	\$27.32	\$26.64	\$28.00	\$27.30	\$28.70	\$27.99	\$29.42
G4	\$26.52	\$28.30	\$27.52	\$29.35	\$28.40	\$30.28	\$29.36	\$31.29	\$30.35	\$32.32
G5	\$27.87	\$29.63	\$28.91	\$30.72	\$29.83	\$31.69	\$30.82	\$32.73	\$31.85	\$33.80
G6	\$29.19	\$31.37	\$30.27	\$32.51	\$31.22	\$33.52	\$32.25	\$34.61	\$33.31	\$35.73
Additional Rate Increase Grade 4 (Maint.)			\$0.20		\$0.20		\$0.25		\$0.25	
Additional Rate Increase Grade 5			\$0.20		\$0.20		\$0.25		\$0.25	
Additional Rate Increase Grade 6			\$0.20		\$0.20		\$0.25		\$0.25	

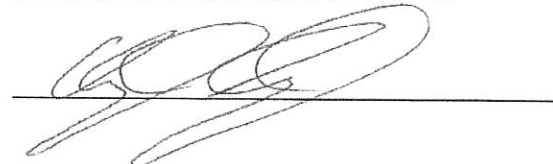
Tier 2	2019		2020		2021		2022		2023	
	Training	Qualified	Training	Qualified	Training	Qualified	Training	Qualified	Training	Qualified
			3.00%		2.50%		2.50%		2.50%	
G1	\$20.65	\$21.20	\$21.27	\$21.84	\$21.80	\$22.38	\$22.35	\$22.94	\$22.90	\$23.51
G2	\$21.83	\$22.73	\$22.48	\$23.41	\$23.05	\$24.00	\$23.62	\$24.60	\$24.21	\$25.21
G3	\$22.73	\$24.04	\$23.41	\$24.76	\$24.00	\$25.38	\$24.60	\$26.01	\$25.21	\$26.67

Tier 3	2019		2020		2021		2022		2023	
	Training	Qualified	Training	Qualified	Training	Qualified	Training	Qualified	Training	Qualified
			3.00%		2.50%		2.50%		2.50%	
G1	\$17.29	\$17.81	\$18.49	\$19.02	\$19.63	\$20.18	\$20.80	\$21.37	\$22.00	\$22.58
G2	\$20.43	\$21.33	\$21.32	\$22.25	\$22.13	\$23.08	\$22.97	\$23.94	\$23.82	\$24.82
G3	\$21.57	\$22.85	\$22.46	\$23.78	\$23.26	\$24.61	\$24.08	\$25.47	\$24.92	\$26.34
Additional Rate Increase Grade 1			\$0.68		\$0.68		\$0.68		\$0.68	
Additional Rate Increase Grade 2			\$0.28		\$0.28		\$0.28		\$0.28	
Additional Rate Increase Grade 3			\$0.24		\$0.24		\$0.24		\$0.24	

FOR THE HERSHEY COMPANY:


Date: 5/29/20

FOR UFCW LOCAL 1776KS:


Date: 5/26/20

**Revised Tentative Agreement (to replace initial TA on this subject dated
2/25/20)**

Guideline for Continuous Operations Schedule ("COS"):

During the negotiations for a successor agreement, the Company proposed a Continuous Operations Schedule ("COS"). The parties discussed concerns and various circumstances surrounding the implementation of such a schedule. The following rules and procedures shall apply for any Continuous Operations Schedule to be implemented at the Hazleton Plant:

- ~~The Company cannot implement such schedule until they offer and complete a Voluntary Severance Program ("VSP") open to a limited number of bargaining unit employees that meet specified criteria (e.g. length of service). Details of the program are part of the parties' negotiations and need to be mutually agreed to before being offered. Additionally, the Company cannot involuntarily transfer any employee to the COS in 2020. Furthermore, the Company cannot implement such schedule until all VSP selections are made.~~

The Company will meet with the Union as a Joint Labor/Management Sub-Committee that will work through and plan for a COS schedule that must adhere to the following criteria:

- ~~Mandatory Forced~~ COS is limited to employees hired after ~~June 12, 2020~~ January 1, 2018. Employees hired prior to ~~June 12, 2020~~ January 1, 2018 may bid to COS positions. No shift switching (Ex. An employee in Crew 1 cannot switch a regularly scheduled shift with an employee in Crew 2).

Transition to Continuous Operations Schedule ("COS"):

- The Company determines the headcount needed to form a COS in an area as a function of the total employee population. This may or may not result in the need for external hires. If additional headcount is needed beyond current staffing, those positions will be filled externally.
- Employees holding current bids in the department are given the first opportunity to bid on the open COS positions and will maintain their department seniority.
- Follow the normal bidding process for remaining positions. Positions that remain unfilled after the bidding process will be filled by least senior employees in the department.
- Employees hired prior to ~~6/12/2020~~ 1/1/2018 can not be forced to transfer to a COS position.

Voluntary Overtime:

- Voluntary overtime on a daily basis shall be awarded to those requesting to work by low hours, as calculated on a two-week cycle basis. (i.e. hours worked the prior last two (2) full work weeks, using Monday – Sunday, are used to determine who is assigned voluntary overtime the current week). If hours are the same, overtime is awarded by seniority.

- Employees can volunteer to work on their scheduled days off by signing the voluntary overtime sheets for employees on the COS. Employees will be considered "on call" for the days on which they signed up to volunteer. Employees can call to remove their name from the "on call" list at any time without penalty. However, once notified and scheduled, the employee is obligated to work the shift.
- Employees will have the opportunity to volunteer to cover preplanned absences (i.e. vacations, leaves) one (1) week in advance. The Company will post a list of shifts available for overtime a week in advance with the deadline to volunteer specified on the posting. Employees will be notified by 7 p.m. Friday evening if they are scheduled for overtime the following week. Once scheduled, the employee is obligated to work the shift. Employees can find a replacement, provided the replacement is qualified to work the position and holds a bid within the COS. The replacement must be able to work the full 12-hour shift. There is no splitting of 12-hour shifts.

(Provided that we can work through the logistical concerns):

- Employees on the Traditional Work Schedule ("TWS") may voluntarily sign up for a 12-hour shift on the COS schedule for Saturdays and Sundays, however, overtime will be administered per the procedures outlined in Article 7. (i.e. An employee on a TWS can work on a COS shift only after all COS employees are given the opportunity).

Mandatory Overtime:

- Mandatory overtime will be assigned to the employee with the lowest hours in the department. (i.e. hours worked the prior last two (2) full work weeks, using Monday - Sunday). If hours are the same, overtime is mandated to the least senior.
- In order of low hours, employees will be selected to work one (1) twelve (12) hour overtime shift in a two (2) week period, until moving to the next employee with the lowest hours who will work the next (1) twelve (12) hour overtime shift. This process continues until it reaches the employee with the highest hours.
- The Company will only be allowed to inverse/mandate one time during a fourteen (14) day period.

Other:

- The Joint Labor/Management Sub Committee will meet to determine the schedule for COS.
- Each position within the COS will have four (4) employees in order to cover the continuous operations. Two cover the day shift and two cover the night shift.
- COS will be exempt from the following Departments for the life of the contract:

- Receivers (Bulk), Mould Wash, Center Making, Decentered Rework, Fruit & Nut
- Departments exempt from COS until 3/1/2021:
 - Chocolate Making & Crumb
- For the following Departments, COS will be limited to:
 - Forklift: 40% of Department
 - Sanitation: 50% of Department
 - Maintenance: 40% of Department
- COS will not exceed 40% of total bargaining unit employees on the seniority list.
- For those employees in the COS schedule (at the time it is implemented), they will be guaranteed a minimum of six (6) months in their schedule.
- Those employees on the Continuous Operations Schedule ("COS") will receive the following:

Overtime:

Employees will be paid overtime for all hours over 40 hours per week.

- a. For the week an employee works 48 hours, employee will be paid 8 hours overtime and for any additional overtime hours worked during that week.
- b. No daily overtime.

Pay policy for hours as defined above will be as follows:

- Overtime will be paid at time-and-one-half times the employee's regular hourly rate.
- Employees will be eligible for double-time pay after sixty (60) hours of work in any one work week.
- Overtime will be calculated on a weekly basis. In accounting for hours worked each week for purposes of this policy, holidays, vacation time, jury duty, bereavement leave, or any other compensable days will count as hours worked towards the forty (40) hour weekly requirement before overtime is paid.

Holidays:

- If a Company holiday occurs during an employee's vacation period, the day will be recorded as a holiday, not a vacation day.
- Employees working a holiday will receive double-time for all hours worked on that holiday plus twelve (12) hours of holiday pay.
- Employees not scheduled to work on the holiday will receive eight (8) hours of holiday pay.
- If a holiday falls on a scheduled workday and the employee is not scheduled the employee will receive twelve (12) hours of holiday pay.

Bereavement:

- An employee on a COS will be eligible for up to three (3) days (36 hours) pay up to and including the date of the funeral. The days will be consecutive and only be paid

for those days that the employee was scheduled. These hours will count toward overtime.

Jury Duty:

- If scheduled for a COS, Jury Duty rules apply except that employee will be fully compensated for their scheduled time of twelve (12) hours less jury duty pay, in lieu of his/her shift not worked, if jury duty is during his/her regularly scheduled shift. These hours will count toward overtime.
- During and after the transition for a COS schedule, the Company and Union will continue to maintain the Joint Labor/Management Sub-Committee to review any matters or concerns that arise. The Company cannot utilize the Continuous Operations Schedule in any other positions or Departments without agreement from the Negotiating Committee and Union Representative.
- In the event it is determined that a position(s) needs to move back to a Traditional Work Schedule from COS, the Company and Union will promptly meet to discuss the transition of the employees from the COS schedule. Transition will be no more than sixty (60) calendar days.
- Any violations or matters that may arise from the COS will be subject the grievance procedure. The parties agree to expedited arbitration, if needed, to resolve any matter. The first step in filing a grievance related to the COS would be Step 3 with the Plant Manager.
- ~~The Company is willing to discuss a plan to eliminate the straight time base pay gap between Tier 3 and Tier 2 by March 22, 2023, provided the parties reach an agreement on COS and Bid to BU/Shift.~~

The proposal above will be an addendum to the CBA and specific revisions will be made to the following articles of the CBA.

- **Article 7**
- **Article 8**
- **Article 11**
- **Article 19**
- **Article 20**
- **Appendix A**

FOR THE HERSHEY COMPANY:
UNION:

Don Thomas

Date: 5/29/20

FOR UFCW LOCAL 1776 THE

[Signature]

Date: 5/26/20

ATTENDANCE POLICY 1

This policy applies to employees hired prior to June 12, 2020 unless the employee voluntarily elects the new attendance policy (Attendance Policy 2). Employees hired prior to June 12, 2020 will be given an opportunity to elect to be covered by the new policy once a year, between December 1-15, to be effective January 1st of the next year. Once the new policy is elected, an employee is not permitted to return this policy.

~~As a result of modifications made to the Attendance Policy with this contract, employees with eight (8) or more occurrences will have their occurrences reduced to seven (7) occurrences on the date of ratification. All other employees will have their occurrences reduced by one (1) occurrence as of the date of ratification.~~

DEFINITIONS

- A. An "absence" is any occurrence in which an employee fails to report for his/her scheduled shift. This includes overtime work on weekends when the employee was scheduled to work. Absences, tardy, lateness, and early quits covered by Family Medical Leave Act will not be counted under this policy. Absences shall not include jury duty, military duty, and approved personal leaves, or court appearances required through no fault of the employee (**copy of subpoena required**).
- B. "Scheduled" shall mean any normal scheduled workday within an employee's schedule:
- Traditional: ~~Monday through Friday~~, and any work required through ~~mandatory overtime~~ ~~inverse seniority~~, as well as any weekend shift to which an employee has committed to work.
 - B. • COS (Continuous Operations Schedule): Any scheduled 12 hour work day within an employee's work schedule in addition to any additional shifts for which an employee volunteered or is mandated to work.
- C. An "improper call-in" will be any call-in received at the plant for purposes of reporting an employee off work (including FMLA) which is received less than one hour before the start of the shift. A "no call-in" will be any employee absence in which no call was received to report an absence.
- D. A "tardy" will be reporting to work up to fifteen (15) minutes after the scheduled shift start. More than **two (2)** tardies in a calendar year shall be one-half (1/2) occurrence each additional time.
- E. A "lateness" is failure to report to work after fifteen (15) minutes of the scheduled start of shift. An employee must call in when they will be more than 15 minutes late. An employee late up to four (4) hours will be charged one half (1/2)

occurrence (Six (6) hours for those on COS). It will be management's discretion to determine if work is available when an employee is late more than four (4) hours (6 hours for those on COS). If work is not available and refused by management, the employee will be sent home. The employee will be charged one (1) occurrence if sent home (1.5 occurrences for those on COS).

- F. An "early quit" will mean any instance in which an employee fails to complete a scheduled shift, and leaves for cause with management's approval within the last 15 minutes before the scheduled end of shift. If all required work in the shift has been completed, and the employee is granted permission to leave by his/her supervisor, this will not be considered an early quit.
- G. A "leave early" is more than fifteen (15) minutes remaining in the shift. An employee must notify management and before leaving work. If the employee leaves within the first four (4) hours of the scheduled shift (Six (6) hours for those on COS), it shall be one (1) occurrence (one and a half (1.5) occurrences for those on COS). If the employee provides proper documentation, the one (1) occurrence will be reduced to a one-half (1/2) occurrence. If the employee leaves after more than four (4) hours of the scheduled shift (Six (6) hours for those on COS), it shall be one-half (1/2) occurrence.

H. A "year" will be based on an employee's anniversary of their date of hire. The year will be the first of the month following the anniversary date. For example, if an employee was hired on June 19th their year will begin on July 1st for purposes of this policy. Note: If an employee is hired on the 1st of a month their anniversary date would be their hire date.

PROCEDURE

A. Attendance Policy

1. Any employee reaching **five (5)** occurrences shall enter the Attendance Control Program on the day of the 5th occurrence.
2. An employee shall be removed from the Attendance Control Program on the day his/her occurrences goes below **five (5)**.
3. Employees will reduce their number of occurrences by achieving attendance goals as described in Section E.

B. For employees in the Attendance Control Program

1. Employees scheduled for voluntary overtime and are absent will receive one (1) occurrence (One and a half (1.5) for those on COS). Employees who are ~~mandated~~inverted for overtime who are absent will receive one and one-half (1.5) occurrences.
2. One (1) day off will be considered one (1) occurrence (For COS, one (1) day off is one and a half (1.5) occurrences. For employees on a traditional schedule, two (2) days off consecutively will be considered two (2) occurrences. An absence of more than two (2) consecutive days without a doctor's note will be charged as occurrences for each day absent. Employees on COS will receive one and a half (1.5) occurrences for each consecutive days absent.
3. Any no-call/no-show absence will result in an employee receiving two (2) occurrences (three (3) occurrences for those on COS).
4. An employee who is late but failed to call in before the start of their shift will be charged one (1) occurrence (One and a half (1.5) for those on COS). An employee who is late who called in before the start of the shift will only be charged a ½ occurrence. Once a year if an employee is going to be late but calls and reports to work during the first hour of their shift the employee will receive a ½ occurrence.
5. Each employee's occurrence total at the end of their year (definition above) will be carried into their new year.
6. Each employee will be allowed **one half (1/2)** occurrence (early quit or late report) without affecting the 460 hours, but it will be recorded normally for purposes of the overall policy.
7. Absences that are separated by single vacation days or a vacation week will be counted as separate occurrences.
8. An improper call-in to report off will be charged a one half (1/2) occurrence.

C. For employees not in the Attendance Control Program:

1. Any no-call/no-show absence will result in an employee receiving two (2) occurrences (three (3) occurrences for those on COS).

2. Any combination of two latenesses or early quits will equal one occurrence. Two improper calls equals one occurrence. An improper call-in to report a lateness will not be charged.
3. Employees late up to four (4) hours will receive one-half (1/2) occurrence (Six (6) hours for those on COS). Employees late over four (4) hours will receive one (1) full occurrence except as modified in Definitions E (Six (6) hours for those on COS).
4. For employees on a traditional schedule, aAn absence which consists of two (2) consecutive days will be considered one occurrence. **An absence of more than two (2) consecutive days without a doctor's note will be charged as occurrences for each day absent after the first two (2) days.** Employees on COS will receive one and a half (1.5) occurrences for each consecutive days absent.
5. Employees scheduled for voluntary overtime and are absent will receive one (1) occurrence (One and a half (1.5) occurrences for those on COS). Employees who are mandatedinverted for overtime who are absent will receive one and one-half (1.5) occurrences.
6. If an employee reports to work, but is refused by management because of illness, this will not be considered an occurrence. If any employee is refused work for any other reason not related to operational requirements, it will be considered one occurrence if the refusal takes place prior to the start of the shift, and will be considered an early quit if it occurs during the shift.
7. If an employee finishes their year (definition above) with less than **four (4)** occurrences, the employee will start their new year with zero occurrences.
8. Each employee not in the Attendance Control Program will be allowed **one half (1/2)** occurrence (early quit or late report) without affecting the 460 hours, but **it** will be recorded normally for the purposes of the overall policy.
9. Absences that are separated by single vacation days or vacation weeks will be counted as separate occurrences.
10. An improper call-in to report a call off will be charged a one half (1/2) occurrence.

D. For all employees the following schedule of control applies:

- 5 occurrences - written warning of Attendance Program status**
- 6 occurrences - written warning
- 7 occurrences - written warning
- ~~8 occurrences - final written warning and ninety (90) day probation~~
- 9 occurrences - termination

~~Once an employee reached eight (8) occurrences OR has accumulated five (5) or more written warnings for attendance in the prior twelve (12) month period, the employee is placed on a disciplinary probation for ninety (90) calendar days of active employment. Any occurrence (including one half (1/2) occurrence) during this ninety (90) day period will result in termination of employment. If the employee successfully completes the ninety (90) day period without an occurrence, the employee's occurrence count will return to the cumulative number~~

~~of occurrences on the record at that time. Active employment for purposes of this paragraph does not include time off work for short term/long term disability, workers compensation, personal leave, other types of leave of absence, or layoff.~~

(Note: Union representation will be present at each of the above disciplinary actions. Each employee is expected to understand where they stand in the discipline process. However, it may not always be possible to communicate each step of the disciplinary attendance process prior to a next step being applicable.)

E. Employees may reduce their occurrences as follows:

1. An employee may remove one occurrence for each 460 consecutive hours of perfect attendance.
2. In no case may an employee "bank" occurrences or have occurrences reduced below zero.

3.(a) The following paid time off from work counts towards and is included in the calculation of the four hundred sixty (460) hours:

- Vacations
- Holidays

3. (b) The following types of time off work do not count towards the calculation of the four hundred sixty (460) hours but do not break or re-set the calculation:

- Short term disability
- Long term disability
- Workers' Compensation
- Union leave of absence
- Any other approved paid leave of absence (LOA)
- Layoff

3.(c) Any other unpaid time off from work not otherwise covered above, and lasting eight (8) hours or more, will break the four hundred sixty (460) hours and re-set the employee's hours towards the four hundred sixty (460) calculation to zero (0) hours. If an employee in this situation elects to take vacation concurrent with this type of absence, then 3(a) above applies.

3.(d) If an employee is on unpaid FMLA leave and has exhausted all of their vacation time, then 3(b) above applies.

4. Each hour worked will only be counted as a single hour towards the calculation of the four hundred sixty (460) hours, even if it is paid as overtime or other premium pay.

5/27/2020

Employees out of work for three or more consecutive workdays due to medical reasons will be required to present a doctor's note upon their return to work. The note should specify the date of return and whether there are any restrictions. Restrictions will need to be reviewed prior to return. The purpose of this requirement is not to "excuse" the absence. The sole purpose is to ensure the employee is well enough to work following an illness which was serious enough to cause a person to be off work for a duration of at least 3 days.

Return to Work Requirement

Employees out of work for three or more consecutive workdays due to medical reasons will be required to present a doctor's note upon their return to work. The note should specify the date of return and whether there are any restrictions. Restrictions will need to be reviewed prior to return. The purpose of this requirement is not to "excuse" the absence. The sole purpose is to ensure the employee is well enough to work following an illness which was serious enough to disable a person for a duration of at least 3 days.

Award Day

Employees may earn one (1) paid day off ("Award Day") for each four (4) month period the employee is actively employed (not on any type of leave of absence) for the entire four-month period without any unpaid time off. The four-month periods will be January through April, May through August, and September through December. The Award Day must be used in the four-month period following the period in which it was earned and must be scheduled according to vacation guidelines. Failure to use an Award Day in the following four-month period will result in the day being paid.


.....

FOR THE HERSHEY COMPANY:
UNION:

_____

Date: 5/29/20

FOR UFCW LOCAL 1776 ~~THE~~

_____

Date: 5/27/20

5/27/2020


Proposed Revised TA – Award Day

Add new section to ~~the~~ Attendance Policy 2 (for employees hired after June 12, 2020 or for those hired prior to June 12, 2020 who elect Attendance Policy 2):

Employees may earn one (1) paid day off ("Award Day") for each ~~six (6)~~ four (4) month period the employee is actively employed (not on any type of leave of absence) for the entire ~~six~~four-month period without any unpaid time off. The ~~six~~four-month periods will be January through ~~April~~June, May through ~~August~~July, and ~~September~~July through December. The Award Day must be used in the ~~four~~six-month period following the period in which it was earned and must be scheduled according to vacation guidelines. Failure to use an Award Day in the following ~~four~~six-month period will result in the day being paid ~~forfeiture of the Award Day~~.

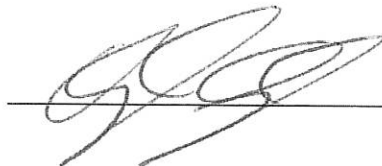
This Award Day policy does not apply to Attendance Policy 1.

FOR THE HERSHEY COMPANY:
UNION:

_____

Date: 5/29/20

FOR UFCW LOCAL 1776KSTHE

_____

Date: 5/27/20

Side Letter

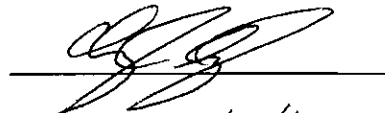
The Company agrees to discuss at a Joint Labor/Management Subcommittee Meeting a set commitment period prior to establishing a commissioning crew. The period will be no more than a year, unless mutually agreed to between the Union and the Company.

For the Hershey Company:

A handwritten signature in cursive script, appearing to read "Dan Thomas", written over a horizontal line.

Date: 3-11-20

For UFCW Local 1776 Keystone State:

A handwritten signature in cursive script, written over a horizontal line.

Date: 3/11/20

TENTATIVE AGREEMENT

BETWEEN

THE HERSHEY COMPANY

AND

UNITED FOOD AND COMMERCIAL WORKERS

UNION, LOCAL 1776 KEYSTONE STATE

The parties agree that throughout the CBA, all references to “inversion” or “inversed” will be replaced with “mandatory overtime.”

FOR THE HERSHEY COMPANY:

Joe Roman

Date: 3/6/20

FOR THE UNION:

[Signature]

Date: 3/6/20

TENTATIVE AGREEMENT

BETWEEN

THE HERSHEY COMPANY

AND

UNITED FOOD AND COMMERCIAL WORKERS

UNION, LOCAL 1776 KEYSTONE STATE

The parties agree to revise Article 1, as follows:

ARTICLE 1 - RECOGNITION

Section 1. The Company recognizes the Union as the sole collective bargaining agency for all full-time production and maintenance employees and truck drivers at the Company's plant at Humboldt Industrial Park, Hazleton, Luzerne County, Pennsylvania excluding office clerical employees, salaried laboratory employees, guards and supervisors as defined by the National Labor Relations Act.

Section 2. It is understood and agreed that the Company may employ temporary employees, and that such temporary employees will not, during such employment period, accrue or acquire seniority status based on such temporary employment. Such temporary employees will not be hired if qualified regular employees on the seniority list are in layoff status. When a temporary employee is hired, the Company will notify the Union of his/her status. Once a temporary employee becomes a full-time employee, his/her seniority will be the date of full-time hire. ~~date from last date of hire.~~

The following rules and procedures shall apply to the use of temporary employees.

The total number of temporary employees employed at any one time will not exceed:

- (i) fifteen percent (15%) of the number of employees currently on the seniority list for forty-two (42) weeks (no banking) in a calendar year, and
- (ii) twenty percent (20%) of the number of employees currently on the seniority list for ten (10) weeks (no banking) in a calendar year.

Section 2.1. Due to the consistent six (6) and seven (7) day operations at the Hazleton Plant requiring a large percentage of our employees to work six (6) and seven (7) days per week and to allow more employees to be able to have weekends off, weekend workers will be trained in bid jobs where feasible ("Weekend Workers"). Ground rules regarding staffing and wages for Weekend Workers are as follows:

- All full time employees will be offered the Saturday and Sunday overtime before any Weekend Workers. If not enough Weekend Workers are available to meet operational demand, full time employees may still be required to work weekends. For training purposes, Weekend Workers will be carried as extras.
- Weekend Workers will be trained on the job, most likely on weekends as extras where possible and may be required to report for additional midweek training at times to be determined. No attempt will be made to train Weekend Workers on all lines or even all machines on a line. ~~For instance, a weekend packer for Line 6 might only be trained to pack on a bagger versus also being trained to run a Cloud. A weekend Molding Operator might be trained on Line 1 or possibly one position on Line 6.~~
- ~~Starting pay rates for Weekend Workers will be straight time 2nd tier rates for all hours worked. Employees will be evaluated for potential increases to Qualified Rates of pay after a sufficient period of training and evaluation.~~
- No benefits will be provided other than those mandated by law as per Article 1 of the contract.
- Weekend Workers do not will have ~~limited~~ grievance rights and will be assigned at the discretion of management as per Article 1 of the contract.
- Shifts would be eight (8) or twelve (12) hours and will most likely be 2nd and 3rd shifts, but could also be 1st shift.
- Weekend Workers will be considered for full time employment when available, but no guarantees will be made.
- There are no guaranteed minimum hours for Weekend Workers.
- If there is a layoff reduction in force of full time employees, Weekend Workers would not be utilized during this period of time.
- ~~Although initially these employees will be brought in as agency Temps., the intent is that they be direct hires by the Hershey Company within two hundred hours of work.~~

The above provisions recognize the appropriate sections of Article 1 of the contract and will be reviewed at the monthly Labor Management meetings. With 30 days advance notice, either the Company or the Union can discontinue the use of weekend workers.

During a Voluntary Layoff, the Company may use Weekend Workers with the job classification of Packer and Forklift. The Company may also use temporary employees in the Material Handler job classifications on Saturday and/or Sunday when full time employees in those classifications are going to be mandated to work ~~inversed for~~ Saturday and/or Sunday overtime.

Section 3. The negotiating committee, Local Union Business Representative and Management may increase the percentage of temporary employees by mutual agreement.

Section 4. Temporary employees will be used to perform Material Handler Work only. Temporary employees shall not be used as Packers except by mutual agreement between the negotiating committee, Local Union Business Representative and Management.


Section 5. Preference for full-time employment will be given to temporaries, but no guarantee is implied. A temporary employee who is offered and accepts full-time, permanent employment is still required to meet Article 3's probationary period. shall be considered to have met the probationary period if he/she has completed sixty (60) work days with a possible sixty (60) day extension with reason given to the Chief Steward. Such employee will immediately become a member of the bargaining unit. If the employee was an indirect hire through an agency, his/her seniority will date from the date of hire as a full-time, permanent employee. If the employee was a direct hire of The Hershey Company, seniority will be determined in accordance with the preceding paragraph. Before assigning temporary employees to work overtime, all grades up to and including Grade 3, will first have the opportunity to volunteer for Material Handler overtime via a weekly sign up sheet. Overtime offerings will be made from low to high hours from among those who sign up.

Section 6. In the event the number of material handlers plus Utility Workers goes below 1842 during any particular week in which they are allowed, the percentage of temps allowed shall be null and void for the week. Instead, the number of temps allowed shall be limited to the number of material handlers plus Utility Workers with that as their job of record. It is understood that material handlers and Utility Workers who are on vacation or absent for any reason are included in the count of 1842. For example, if there are only 1530 material handlers plus Utility Workers employed by the Company in a week when temps are allowed, then the Company shall be limited to just 1530 temps for the week. So long as the number of material handlers plus Utility Workers is at or above 1842 in a week when temps are allowed, the temp percentages recited above in Section 2 may be used by the Company.

Section 7. _____ No material handler or utility worker on a particular shift will be mandated to work overtime in a Grade 1 position inverted until all temporary employees on that shift have been assigned.

Section 8. Temporary employees can be assigned to work weekend overtime on any shift provided there are at least eight (8) hours between their shifts of work and will not exceed twelve (12) hours in that day.

FOR THE HERSHEY COMPANY:



Date: 3-16-20

FOR THE UNION:



Date: 3/16/20

TENTATIVE AGREEMENT

BETWEEN

THE HERSHEY COMPANY

AND

UNITED FOOD AND COMMERCIAL WORKERS

UNION, LOCAL 1776 KEYSTONE STATE

The parties agree to add new (iii) to Article 1, Section 2, as follows:

Section 2. It is understood and agreed that the Company may employ temporary employees, and that such temporary employees will not, during such employment period, accrue or acquire seniority status based on such temporary employment. Such temporary employees will not be hired if qualified regular employees on the seniority list are in layoff status. When a temporary employee is hired, the Company will notify the Union of his/her status. Once a temporary employee becomes a full-time employee, his/her seniority will date from last date of hire.

The following rules and procedures shall apply to the use of temporary employees.

The total number of temporary employees employed at any one time will not exceed:

- (i) fifteen percent (15%) of the number of employees currently on the seniority list for forty-two (42) weeks (no banking) in a calendar year, and
- (ii) twenty percent (20%) of the number of employees currently on the seniority list for ten (10) weeks (no banking) in a calendar year.

(iii) When the Company reduces staffing, at least one-third, rounded up to the nearest whole number, of Hershey Material Handlers originally on the shift will remain on the shift. So long as that minimum is met, the opportunity to be excused shall be offered to Hershey Material Handlers in order of seniority, not to Temporary Material Handlers. By way of example, if a reduction occurs on a line that had originally been staffed with ten Hershey Material Handlers, at least four Hershey Material Handlers would remain on the shift (i.e., 3.33 rounded up to 4).

FOR THE HERSHEY COMPANY:

Deu Thomas

Date: 3-11-20

FOR THE UNION:

[Signature]

Date: 3/11/20

TENTATIVE AGREEMENT

BETWEEN

THE HERSHEY COMPANY

AND

UNITED FOOD AND COMMERCIAL WORKERS

UNION, LOCAL 1776 KEYSTONE STATE

The parties agree to revise Article 4, Section 4, as follows:

Section 4. Promotions. Promotions shall be made to fill vacancies, new jobs or temporary vacancies. A vacancy is defined as a job opening in an existing job title when an employee's employment relationship with the employer is terminated for any reason whatsoever, or a requirement for additional personnel within an existing job classification. A new job is defined as a job opening resulting from the creation of a new work station. A temporary vacancy is defined as a job opening in an existing job title that is created when an employee is off work for reasons such as illness, injury, military duty, jury duty, or leave of absence, or when additional personnel are needed within a job title. Except as limited in the next paragraph, an employee disqualified by management during his/her bid training period will be able to bid normally.

- (a) A permanent position shall be defined as a vacancy or new job. Should a position be temporarily filled for six months for any reason except vacation or sickness fill-in, the Company will bid that position on a permanent basis.

When a permanent or temporary position is posted for bid, the Company will post the position ([listing the shift of the vacancy](#)) for three (3) working days and the most senior employee bidding for said job in Grades 1 through 3 shall be given a trial period not to exceed forty-five (45) work days to determine if the employee qualified; a working day is defined as any normally scheduled work day Monday through Friday. The Company has the right to qualify or disqualify an employee at any time during the training period. Employees in training will receive three (3) evaluations during the training period. The Company will inform the employee of any areas of deficiency. Upon qualification, the employee will receive the qualified rate of the job. If it becomes necessary to complete further training, after the employee has already received the qualified rate for the job, the company may continue training up to six (6) months. Such employees receiving the additional training may be assigned to shifts other than their normal shift during this period, and will not displace anyone in that job classification from that shift.

As to jobs in Grade 4 and above ([the shift of the vacancy will also be listed](#)), the Company shall have the right to determine, using a standardized test, if an employee has the specific aptitude to be given a trial period. Any testing done in-house will be witnessed by a member of the Union committee of that person's choice. In addition, the Company may utilize a personal interview in which a Union Representative shall be included as part of the interview process for the purpose of determining if an employee who has passed the test shall be excluded from a trial period.

A temporary position will be posted for bid only when the temporary transfer procedure has been exhausted.

(b) If no employees bid for the vacancy or the new job or there are no acceptable applications, the Company shall have the right to fill the job by assignment, if agreeable to the employee, or the hiring of an employee from outside the plant.

(c) The decision of whether or not to fill a vacancy or new job shall be at the sole discretion of the Company.

(d) ~~An employee who successfully bids a new job or vacancy shall not be able to bid another job of equal or lower rate of pay for nine (9) months thereafter, except with the consent of the Company.~~

An employee who successfully qualifies in a new job or vacancy shall not be able to bid another job for the following periods:

- Grade 1: 30 days
- Grade 2: 3 months
- Grade 3: 6 months
- Grade 4 or higher: No time limit

The only exception is with the consent of the Company. Prior to this, the Company will consult the Chief and Department Steward.

An employee who bids a position, and who is granted the bid, may voluntarily demote himself/herself. If the trial period had not been completed, the employee returns with full rights to the job held at the time the bid was accepted. However, if an employee reaches the third week of training or later and voluntarily withdraws from the training, said employee is restricted from bidding again for a period of twelve (12) months. If the trial period was completed, the employee demotes to Grade 1. In the case of a voluntary demotion, the employee is subject to a twelve (12) month limitation on bidding the same job; an employee disqualified by Management may not bid the same grade/job in which disqualification occurred for a period of twelve (12) months, except with Management's consent.

(e) Employees on vacation will be considered for promotion if they have filed a request for the vacancy or new job which they feel they are fully qualified for through their foreman and it is on file in the Personnel Office when the job is posted. Requests by a vacationing employee must include address and telephone number where the employee can be contacted, and the employee's acceptance must be received by the Human Resources Office within twenty-four (24) hours of notification. The request for a vacancy or new job must be made each year of the contract at the time of fixed shift selection, and the employee must be available for work when the job is available.

If any employee has filed a request with the Human Resources Department in accordance with the procedure above, and the employee notifies Human Resources that he/she will be unavailable during the vacation period, the Company will have the following options:

- (i) await the employee's return from vacation before filling position;
- (ii) fill the vacancy with the next senior bidder present in the plant pending the senior employee's return;
- (iii) fill the position on a temporary transfer.

Employees who are off work for any reason other than layoff at the time a bid job becomes available may utilize this procedure; however, should the employee temporarily filling the job become qualified

prior to the senior bidder's return to work, the qualified employee shall have department seniority in that job. If upon return to work within six (6) months of the date the job was filled, the senior bidder who was off work should accept the bid and become qualified, he/she will have department seniority over the junior bidder who initially filled the job bid. The junior bidder's department seniority would be adjusted at that time, and he/she would have a one-time choice of remaining in the department with adjusted seniority, or of returning to his/her previous department, with full seniority as though he/she had never left the job.

(f) If an employee is reduced to a lower classification, the employee will continue to accrue on-the-job seniority for a period of one year in the classification from which the employee was reduced.

(g) Employees are disqualified from bidding or being considered for any job bid during any disciplinary probation period as defined in the Attendance Policy.

Section 7. Fixed Shift Selection. For those employees on fixed shifts, the selection of fixed shifts for any reason (i.e., vacation fill-in, sickness), if the Company determines the position needs to be filled, will be by on-the-job seniority within the job classification done so through overtime by qualified operators on shift including Utility Workers or voluntary overtime. At first, the opportunity will be voluntary. If not enough volunteers, then mandatory overtime will be utilized. Prior to any mandate, the Company may use a qualified Utility Worker to fill-in for the absence. Employees transferred from a higher classification for any reason into Grade 1 may select their fixed shift on the basis of plant-wide seniority. Fixed shift selection shall be twice yearly. All shifts shall be posted on the Friday nearest April/January 1st and October/July 1st of each year, and only then does any employee have a right to select a new shift.

Employees will complete the fixed shift selection form indicating their first, second and third choices. These selections shall be used first, to assign people to the shift of their choice (twice yearly), and second, to reassign people to a shift of their choice in the event of a reduction in force within any job classification. Employees who, in a Reduction in Force, are placed on a shift resulting from their second and third choices, may, within 48 hours, transfer to a shift utilizing their departmental seniority.

Changes to shifts will be made at the earliest practical time following completion of filing of preferences. When a position on any shift is temporarily opened and the Company knows, or thereafter learns, it will be covered by overtime, or qualified operator, or Utility Worker on the shift that it will remain open one week or more provided the information is known by the Company before completion of its weekly-posted labor plan, then in that event the most senior employee who is qualified on another shift shall have the right to fill that position until the person or persons return to work.

NOTE BELOW IS NOT PART OF THE CONTRACT LANGUAGE


The language above regarding overtime will also be added to Article 7.

FOR THE HERSHEY COMPANY:

FOR THE UNION:



Date: 3-13-20



Date: 3/13/20

3-13-2020

TENTATIVE AGREEMENT

BETWEEN

THE HERSHEY COMPANY

AND

UNITED FOOD AND COMMERCIAL WORKERS

UNION, LOCAL 1776 KEYSTONE STATE

The parties agree to remove the language below from Article 4, Section 1:

If the employee was hired after March 22, 2010, said employee will maintain their bid job rate for a period not to exceed two (2) weeks. After such time, and for employees hired prior to March 22, 2010, the pay rate shall be the applicable rate of pay for that position.

FOR THE HERSHEY COMPANY:

Ken Thomas

Date: 3-13-20

FOR THE UNION:

[Signature]

Date: 3/13/20

TENTATIVE AGREEMENT

BETWEEN

THE HERSHEY COMPANY

AND


UNITED FOOD AND COMMERCIAL WORKERS

UNION, LOCAL 1776 KEYSTONE STATE

The parties agree to add new letter (h) to Article 4, Section 4, as follows:

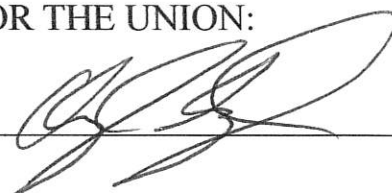
The Company will move an employee to their new position within forty-five (45) days of being awarded the bid. If the employee does not begin training within forty-five (45) days of being awarded the bid, the employee will receive the training rate of the position that was awarded for all hours worked up to forty (40) hours/week until they are trained and qualified.

FOR THE HERSHEY COMPANY:



Date: 2/25/20

FOR THE UNION:



Date: 2/25/20

TENTATIVE AGREEMENT

BETWEEN

THE HERSHEY COMPANY

AND

UNITED FOOD AND COMMERCIAL WORKERS

UNION, LOCAL 1776 KEYSTONE STATE

The parties agree to add new Section 4 (g) to Article 4 as follows:


Section 4 (g). Employees are disqualified from bidding or being considered for any job bid if written discipline or suspension was issued in the past 6 months.

FOR THE HERSHEY COMPANY:



Date: 3-6-20

FOR THE UNION:



Date: 3/6/20

TENTATIVE AGREEMENT

BETWEEN

THE HERSHEY COMPANY

AND

UNITED FOOD AND COMMERCIAL WORKERS

UNION, LOCAL 1776 KEYSTONE STATE

The parties agree to add new Section 3 to Article 6 as follows:

Section 3. The Trainers will be designated by both shift and department and will receive \$.75 per hour premium while performing training duties. The Trainer receives the premium only when a trainee is assigned by the Company. When the Trainer is not assigned a trainee, they will not receive the premium.

The Company will use an interview process to select the designated trainers. The determination of the senior most qualified will include a member of management and a Union Steward. All else equal, seniority will determine which qualified candidates are selected. The Company reserves the right to determine the appropriate number of trainers needed in each department and shift. It is the Company's intention to have multiple trainer positions in each department and shift. The Company reserves the right to set qualifications, requirements and duties for the position.

The Trainer will be responsible for evaluating the trainee and making the recommendation as to whether the trainee is deemed qualified. The final determination will be made by management.

If Trainers are not available for a training assignment, the Company, after soliciting for volunteers first, reserves the right to schedule another employee within the department and shift for an assignment and pay him/her the premium rate.

Expectation remains that all employees are responsible to assist their coworkers as needed. Sharing knowledge with a coworker does not constitute training.

Once qualified as a Trainer, the commitment period to the role is 1 (one) year, unless mutually agreed upon by the Company and Union.

In the event a Trainer is not available on another shift for a shift specific training requirement (i.e. startup), a Trainer may, after volunteers are solicited first, be mandated or be required to flex hours in order to provide training on a different shift.

The Trainer position is for non-maintenance positions only.

FOR THE HERSHEY COMPANY:

Lee Thomas

Date: 3-5-2020

FOR THE UNION:

[Signature]

Date: 3/6/20

TENTATIVE AGREEMENT

BETWEEN

THE HERSHEY COMPANY

AND

UNITED FOOD AND COMMERCIAL WORKERS

UNION, LOCAL 1776 KEYSTONE STATE

The parties agree to revise Article 6, Section 1, as follows:

ARTICLE 6-TRAINING

Section 1. In order to meet operational needs, it may be necessary to post and fill jobs while some job holders are subject to Reduction In Force, or layoff. Should this occur, the Company may post and fill jobs and begin training. Demoted incumbents of those jobs will retain their rate of pay while subject to RIF. Those on layoff will not be compensated. At such time as employees on layoff are recalled, they will be paid the rate for their bid jobs, if training is in progress

Training bids are an opportunity for employees to qualify in positions that will temporarily fill vacancies. Current holders of training bids, who have been declared qualified by Management will hold their qualification on their training bid and be given the opportunity to accept a regular job bid when the position becomes available. Training of junior bidders while senior bidders are on layoff, utilization of operators in training in place of qualified operators, and utilization of qualified operators out of shift preference and normal equalization for cross- training assignments will occur by mutual consent of the Company and the Union.

Employees may be subject to recertification to maintain prior qualification(s). The Company shall have the right to validate the employee's ability and performance in the prior qualified area.

Notwithstanding the above, the Company shall have the right to determine, using a standardized test, if an employee has the specific aptitude to be given a trial period for positions in Grade 4 and above. Any testing done in-house will be witnessed by a member of the Union committee of that person's choice. In addition, the Company may utilize a personal interview in which a Union representative shall be included as part of the interview process for the purpose of determining if an employee who has passed the test should be excluded from a trial period.

Employees taking courses outside the Company's training program should advise the Employee Relations Administrator about the training in progress and upon completion so the employee's personnel records can be updated.

FOR THE HERSHEY COMPANY:

Deu Roman

Date: 3-16-20

FOR THE UNION:

[Signature]

Date: 3/16/20

TENTATIVE AGREEMENT

BETWEEN

THE HERSHEY COMPANY

AND

UNITED FOOD AND COMMERCIAL WORKERS

UNION, LOCAL 1776 KEYSTONE STATE

Add new paragraph to Article 7, Section 9, after second full paragraph ("Inversed weekend work . . .") and before "Inversed Daily Overtime Procedure – Two Day Rotation" as follows:

Employees in administrative positions (currently Safety Coordinator, SOP Writer, Trainer Coordinators, HR Assistant and Quality Assistant) that are not scheduled for weekend overtime will be subject to mandatory weekend overtime in their previous job of record. Their priority lies with their current department if weekend work is required. Employees with no previous job of record will be subject to mandatory weekend overtime as a Material Handler. Employees covered by this paragraph will be subject to mandatory weekend overtime in their previous job of record on their current shift only after all other employees in the department have been mandated weekend overtime. Voluntary overtime will be granted after all employees within the previous job of record are awarded overtime.

In the event an employee leaves an administrative position voluntarily after being in the position for 1 year, they will go back to their former department and be the lowest in department. If the position is eliminated, their seniority will be maintained. Employees currently in these roles will have 60 days from date of ratification to elect to return to their previous job record and retain their seniority.

FOR THE HERSHEY COMPANY:

Ken Thomas

Date: 3/11/20

FOR THE UNION:

[Signature]

Date: 3/11/20

TENTATIVE AGREEMENT

BETWEEN

THE HERSHEY COMPANY

AND

UNITED FOOD AND COMMERCIAL WORKERS


UNION, LOCAL 1776 KEYSTONE STATE

The parties agree to revise Article 7, Section 12, as follows:

Section 12. Employees who work **fourteen (14)** consecutive calendar days, with no time off during the **fourteen (14)** days, shall be guaranteed a scheduled day off work (at the employee's option) the following Saturday or Sunday. As an alternative, the scheduled day off may be taken during the following week. In rare circumstances, if the Company is unable to grant the following Saturday or Sunday off, the Saturday or Sunday off would be provided the next weekend. Days off as described under this section, cannot be banked. Employees in this situation are required to inform their Supervisor by the end of their shift on the Wednesday prior to the weekend where the day off falls.

For purposes of this section, an employee must work at least six (6) hours in each day in order to maintain the consecutive day streak. Time off such as paid vacation, **or the actual days provided off from this section, or any other day off**, would break the consecutive day streak and therefore re-start. If an employee arrives to work on time and is involuntarily sent home due to a reason out of their control, it shall not break the consecutive days streak. (In cases where there is a line down, if the employee is provided a choice to go home voluntarily by their Supervisor and they accept, it shall not break the consecutive days streak).

FOR THE HERSHEY COMPANY:



Date: 3-13-20

FOR THE UNION:



Date: 3/13/20

TENTATIVE AGREEMENT

BETWEEN

THE HERSHEY COMPANY

AND

UNITED FOOD AND COMMERCIAL WORKERS

UNION, LOCAL 1776 KEYSTONE STATE

Add new Section 13 to Article 7, as follows:

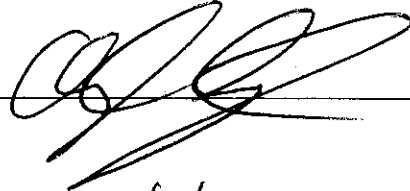
Section 13. Employees are limited to work two (2) sixteen (16) hour shifts in a seven (7) day period, Monday through Sunday.

FOR THE HERSHEY COMPANY:

_____

Date: 3-20-20

FOR THE UNION:

_____

Date: 3/11/20

TENTATIVE AGREEMENT

BETWEEN

THE HERSHEY COMPANY

AND

UNITED FOOD AND COMMERCIAL WORKERS

UNION, LOCAL 1776 KEYSTONE STATE

The parties agree to revise Article 8, as follows:

Section 1. There shall be one ten (10) minute rest period for each four (4) hour work period or major portion thereof.

Section 2. Employees on a traditional work schedule will receive aA paid lunch break of twenty (20) minutes that shall commence not earlier than after three (3) hours of work nor later than the fifth (5th) hour of work, except by the mutual agreement of the employee and his/her immediate supervisor.

Section 3. When scheduled for After twelve (12) continuous hours, an employee will be entitled to an additional twenty (20) minute paid meal break. This meal break will be scheduled so as not to interfere with the orderly operation of the production process.

Section 4. If the employee works twelve (12) hours and has not received a meal break, he/she will receive an additional twenty (20) minutes pay at the appropriate overtime rate.

FOR THE HERSHEY COMPANY:

Don Thomas

Date: 3-12-20

FOR THE UNION:

[Signature]

Date: 3/12/20

TENTATIVE AGREEMENT

BETWEEN

THE HERSHEY COMPANY

AND

UNITED FOOD AND COMMERCIAL WORKERS

UNION, LOCAL 1776 KEYSTONE STATE

The parties agree to revise Article 11 – Holidays as follows:

ARTICLE 11 - HOLIDAYS

Section 1. All eligible employees shall be paid ~~eight (8) hours at his/her regular straight time hourly rate plus the shift differential he/she would have received if he/she had worked that day~~ for each of the following named holidays not worked:

New Year's Day

Good Friday

Easter Monday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

First Day of Deer Season, State of PA

Day before Christmas

Christmas Day

Day before New Year's Day

If the Pennsylvania Game Commission changes the First Day of Deer Season to a day other than the Monday after Thanksgiving, and that day is a weekday, the holiday will be celebrated on the First Day of Deer Season. If it is changed to a Saturday, Sunday, or holiday, the holiday will continue to be celebrated on the Monday after Thanksgiving. It will not result in an additional holiday.

Holiday pay when the employee does not work on the holiday:

- Employees on a Traditional Work Schedule shall be paid for eight (8) hours at his/her regular straight time hourly rate plus the shift differential he/she would have received if he/she had worked that day.
- Employees on an Continuous Operations Schedule shall be paid:
 - Employees not scheduled to work on the holiday will receive eight (8) hours of holiday pay.
 - If a holiday falls on a scheduled workday and the employee is not scheduled the employee will receive twelve (12) hours of holiday pay.

Section 2. (a) To be eligible for holiday pay, an employee must have been on the active payroll of the Company for at least sixty (60) continuous work days and must have worked or have an approved, paid absence the scheduled day before and the scheduled day after the holiday.

(b) ~~An employee shall be deemed to have reported for work, if absence on the schedule day before or scheduled day after each holiday is due to illness. However, if required by the Company, the employee must provide satisfactory proof that he/she was unable to work.~~ The employee whose illness extends beyond one (1) holiday shall not be entitled to holiday pay for more than the first holiday occurring during that period of illness.

(c) An employee laid off two (2) weeks prior to the holiday, or recalled two (2) weeks after a holiday, shall be eligible for holiday pay. This clause will not pertain to people on leave of absence who will not be entitled to holiday pay.

Section 3. The Company shall have the right to schedule employees for work on a holiday. In that case, employees will be paid as follows:

- (a) Employees working on the Traditional Work Schedule All employees who work on a holiday listed above will be paid holiday pay, and in addition, will be paid double-time for the hours worked on the holiday.
- (b) Employees working on the Continuous Operations Schedule who work on a holiday listed above will be paid double-time for all hours worked

on that holiday plus twelve (12) hours of holiday pay.

Section 4. When a holiday falls on a Sunday, it will be observed on Monday. When a holiday falls on a Saturday, it will be observed on the preceding Friday. The Company, by mutual agreement with the Union, and upon forty-five (45) days prior notice, shall have the right to schedule another day as the recognized holiday.

Section 5. For the purpose of computing overtime, holidays will be considered as time worked for those employees who qualify for the holiday.

Section 2: To be eligible for holiday pay, an employee must have been on the active payroll of the Company for at least sixty (60) continuous work days and must have worked or have an approved, paid absence the scheduled day before and the scheduled day after the holiday.

FOR THE HERSHEY COMPANY:

John Thomas

Date: 3-5-20

FOR THE UNION:

[Signature]

Date: 3/6/20

TENTATIVE AGREEMENT

BETWEEN

THE HERSHEY COMPANY

AND

UNITED FOOD AND COMMERCIAL WORKERS

UNION, LOCAL 1776 KEYSTONE STATE

The parties agree to revise Article 17, Section 8, as follows:


Section 8. There shall be no discrimination against any employee because of color, race, creed, sex, age, religious belief, national origin, marital status, sexual orientation, gender identity, gender expression or non-job related handicap or disability.

FOR THE HERSHEY COMPANY:



Date: 2-25-20

FOR THE UNION:



Date: 2/25/20

TENTATIVE AGREEMENT

BETWEEN
THE HERSHEY COMPANY
AND
UNITED FOOD AND COMMERCIAL WORKERS
UNION, LOCAL 1776 KEYSTONE STATE

The parties agree to revise Article 19 – Vacations, as follows:

ARTICLE 19- VACATIONS

Section 1. ~~(a) The vacation period shall be during the calendar year.~~

(a)(1.1) Employees on Traditional Work Schedule

Employees with 5 days vacation may take those days as single day vacations.

An employee will not be permitted to split a vacation week except as permitted under the rules for single day vacations.

Employees eligible for more than **five (5)** days of vacation may use days in excess of **five (5) days** as daily vacation, up to a maximum of **fifteen (15)** days.

The minimum notification period for **requesting** such single days **shall be twenty four (24) hours in advance; it will be in the employee's best interest to schedule such days by 9:00am the Tuesday of the preceding payroll week.**

The minimum notification period for requesting to add a week, if available, will be 9:00 a.m. the Tuesday of the preceding payroll week, although, for reasons stated in Section 1(b) paragraph

below, it will be in the employee's best interest to schedule such days by February 1st of each year.

~~(b) In situations where FMLA leave is for the care of an eligible dependent, the employee is required to take one (1) vacation day concurrent with such FMLA leave for every (5) days of total vacation allotment for the year. (Example: An employee is approved for dependent FMLA on July 15th. Said employee was eligible for fifteen (15) total vacation days for that calendar year, and they have five (5) vacation days remaining on July 15th. In this example, the employee would be required to take three (3) days of vacation concurrent with their dependent FMLA leave. However, if the employee only had one (1) vacation day remaining for the year on July 15th in this example, they are only required to take that (one) day vacation concurrent with dependent FMLA). It shall be the employee's option to take additional vacation concurrent with the leave beyond the requirements stated above.~~

Employees eligible
for single day

Number of Days

vacations may call off up to a maximum of four (4) days per year (see below). From an operational standpoint, the preference is to still schedule your days in advance. Single vacation days without advance notice will not be permitted adjacent to New Year's, Easter, Thanksgiving, and Christmas holiday weeks. The following is the schedule of these single days based on years of service: Anniversary Year

Second	1
Fifth	2
Eleventh	3
Twelfth—Thirtieth	4

(a)(1.2) Any employee on a Traditional Work Schedule taking three (3) or more consecutive vacation days immediately following a weekend cannot be mandated to work prior to such vacation. If an employee volunteers to work on a weekend in this case, he/she becomes eligible for mandatory overtime to stay over or come in early up to the shift before the scheduled vacation. The parties agree to meet and discuss problems created in small departments as a result of this Section 1(a)(1.2).

(a)(2) Employees on an Continuous Operations Schedule

Employees on a Continuous Operations Schedule will be charged vacation by hours. Their vacation allotment will be converted from days to hours. To determine the vacation hours allotment, the number of days entitled should be multiplied by 8.

A vacation day will be charged 12 hours.

There will be no full week requirement for 12-hour Continuous Operations Schedule, all vacation days will be scheduled as single days.

Vacation may be taken in no less than one full scheduled shift, 12 hours. Employees entitled to a total number of vacation hours that are not divisible by 12 will be paid vacation time for their entitlement and excused for the remaining hours to make a full day off.

Vacation days must be scheduled 7 full days in advance and is subject to availability.

Employees can request to use a vacation day with a minimum of twenty four (24) hours advance notice. The Company will determine if the vacation day can be granted without the use of overtime to cover the shift.

The following applies to both Traditional and Continuous Operations Schedules.

(a) (3) Employees eligible for single day vacations may call off up to a maximum of four (4) days per year (see below). From an operational standpoint, the preference is to still schedule your days in advance. Single vacation days without advance notice will not be permitted adjacent to New Year's, Easter, Thanksgiving, and Christmas holiday weeks. The following is the schedule of these single days based on years of service:

<u>Anniversary Year</u>	<u>Number of Days</u>
<u>Second</u>	<u>1</u>
<u>Fifth</u>	<u>2</u>
<u>Eleventh</u>	<u>3</u>
<u>Twelfth - Thirtieth</u>	<u>4</u>

(b) The vacation period shall be during the calendar year. Vacations will be selected within each department on a seniority basis, so far as possible. Vacation schedules will be arranged as not to interfere with the regular and efficient conduct of the business of the Company. The Company will post a vacation schedule by December 1st of each year. An employee will be permitted to change vacation by giving the Company at least two (2) weeks' notice prior to the selected week.

If an employee fails to make his or her selection by February 1st, the Company will have the right to assign his/her vacation for that year.

With respect to vacation changes, an employee who schedules his/her vacation by the February 1st deadline will have preference over any employee wishing to change his/her vacation, to the same period, after the deadline. Employees will not be scheduled by management for vacations prior to April 1.

(c) Employees whose allotted vacation period includes a paid holiday will be granted one additional day of vacation in addition to the vacation grant.

(d) In the event the employer calls an employee into work during the employee's scheduled vacation, all time worked during the employee's vacation will be compensated at time and one-half. The Company may change an employee's scheduled vacation provided two (2) weeks advance notice has been given. If an employee can provide documentation of reservation deposits, or spousal inability to change his/her vacation, the Company will withdraw the vacation change.

(e) Vacation time immediately preceding a holiday will be counted as time worked for holiday eligibility.

Section 2. (a) The vacation time that each employee is entitled to shall not be less than that indicated below. Employees who worked less than 1,040 hours, as referenced in paragraph (C.) of this section, may work their vacation; employees who worked 1,040 hours or more must take at least the number of days for which they are eligible, or fifteen (15) days, whichever is less; in addition, if employees entitled to more than fifteen (15) days intend to use those additional days in a one-week block, or schedule them in conjunction with holidays so as to constitute a full week off work, they must be entered on the vacation schedule prior to February 1 of each year.

(b) Vacation pay will be calculated as the indicated percentage of the gross earnings (as reported on W-2) from the previous calendar year.

(c) An employee will receive the greater of the applicable percentage as set forth in Section 2(b) or forty (40) hours straight-time pay at the rate for his/her bid job of record for each week of vacation providing the employee has worked at least 1,040 hours during the preceding twelve (12) months. For purposes of calculating time worked, overtime, vacation time and holidays will be considered as time worked.

<u>Anniversary Year</u>	<u>Number Days Off</u>	<u>Percent Pay</u>
First	5	2.0
Second	10	4.0
Fifth	15	6.0
Eleventh	17	6.8
Twelfth	18	7.2
Fourteenth	19	7.6
Fifteenth	20	8.0
Twenty-first	23	9.2
Twenty-fifth	25	10.0
Thirtieth	28	11.2
Thirty-fifth	30	12.0

<u>Traditional Schedule Vacation Allotment</u>		
<u>Anniversary Year</u>	<u>Vacation Days (Traditional Schedule)</u>	<u>Percent Pay</u>
<u>First</u>	<u>5</u>	<u>2.0</u>
<u>Second</u>	<u>10</u>	<u>4.0</u>
<u>Fifth</u>	<u>15</u>	<u>6.0</u>
<u>Eleventh</u>	<u>17</u>	<u>6.8</u>
<u>Twelfth</u>	<u>18</u>	<u>7.2</u>
<u>Fourteenth</u>	<u>19</u>	<u>7.6</u>
<u>Fifteenth</u>	<u>20</u>	<u>8.0</u>
<u>Twenty-first</u>	<u>23</u>	<u>9.2</u>
<u>Twenty-fifth</u>	<u>25</u>	<u>10.0</u>
<u>Thirtieth</u>	<u>28</u>	<u>11.2</u>
<u>Thirty-fifth</u>	<u>30</u>	<u>12.0</u>
-	-	-
-	-	-
<u>Alternative Schedule Vacation Allotment</u>		
<u>Anniversary Year</u>	<u>Vacation Hours (Alternative Schedule)</u>	<u>Percent Pay</u>
<u>First</u>	<u>40</u>	<u>2.0</u>
<u>Second</u>	<u>80</u>	<u>4.0</u>
<u>Fifth</u>	<u>120</u>	<u>6.0</u>
<u>Eleventh</u>	<u>136</u>	<u>6.8</u>
<u>Twelfth</u>	<u>144</u>	<u>7.2</u>
<u>Fourteenth</u>	<u>152</u>	<u>7.6</u>
<u>Fifteenth</u>	<u>160</u>	<u>8.0</u>
<u>Twenty-first</u>	<u>184</u>	<u>9.2</u>
<u>Twenty-fifth</u>	<u>200</u>	<u>10.0</u>

<u>Thirtieth</u>	<u>224</u>	<u>11.2</u>
<u>Thirty-fifth</u>	<u>240</u>	<u>12.0</u>

- (d) Employee's date of last hire shall be used to determine the employee's eligibility for vacation.

Section 3. Employees who retire shall be paid for all accrued vacation, in one-twelfth increments, for the year in which they retire, and shall not be subject to the 1,040 hours requirement.

Section 4. Any employee taking three (3) or more consecutive vacation days immediately following a weekend cannot be inverted prior to such vacation. **An employee whom is scheduled third shift, twelve (12) hours for the week, and is on vacation the following week will have the opportunity to give their hours up from 7pm-11pm Friday. These hours will be covered by the Saturday workforce, regardless of seniority. If no employees are available to work these hours the employee on vacation will be responsible to work these hours.** The parties agree to meet and discuss problems created in small departments as a result of this Section 4.

Section 5. Vacation runs concurrently with all (both consecutive block and intermittent) FMLA except that forty (40) hours of vacation for employees on a Traditional Schedule and forty-eight (48) hours of vacation for employees on a Continuous Operations Schedule will be preserved for use as vacation. If the employee has only forty (40) hours of vacation, they will not have their vacation run concurrently with their FMLA.

FOR THE HERSHEY COMPANY:

Joe Thomas

DATE: 3-6-20

FOR THE UNION:

[Signature]

DATE: 3/6/20

TENTATIVE AGREEMENT

BETWEEN

THE HERSHEY COMPANY

AND

UNITED FOOD AND COMMERCIAL WORKERS

UNION, LOCAL 1776 KEYSTONE STATE

The parties agree to delete current Section 4, Article 19 and replace it with the new Section 4, Article 19, as follows:

Section 4. Vacation runs concurrently with all (both consecutive block and intermittent) FMLA except that forty (40) hours of vacation for employees on a Traditional Schedule and forty-eight (48) hours of vacation for employees on a Continuous Operations Schedule will be preserved for use as vacation. If the employee has only forty (40) hours of vacation, they will not have their vacation run concurrently with their FMLA.

FOR THE HERSHEY COMPANY:



Date: 3-6-20

FOR THE UNION:



Date: 3/6/20

TENTATIVE AGREEMENT

BETWEEN

THE HERSHEY COMPANY

AND

UNITED FOOD AND COMMERCIAL WORKERS

UNION, LOCAL 1776 KEYSTONE STATE

The parties agree to revise Article 20, Section 1, as follows:

Section 1. If an employee who has completed his/her Probationary period is required by law to serve on jury duty during his/her regularly scheduled shift, he/she shall be excused from work for the days for which he/she serves and will be paid for eight (8) hours (twelve (12) hours for employees on a Continuous Operations Schedule) at his/her regular rate of pay less jury duty pay, in lieu of his/her shift not worked. The employee will present proof of service and of the total amount of money received therefore and shall promptly notify the Company of the notice to serve on jury duty.

FOR THE HERSHEY COMPANY:

_____

Date: 3-12-20

FOR THE UNION:

_____

Date: 3/12/20

TENTATIVE AGREEMENT

BETWEEN

THE HERSHEY COMPANY

AND

UNITED FOOD AND COMMERCIAL WORKERS

UNION, LOCAL 1776 KEYSTONE STATE

The parties agree to revise Article 22, as follows:

ARTICLE 22 - BENEFITS

Section 1. A new full-time employee will qualify for benefits ~~the first of the month following~~
~~sixty (60) calendar days on the first day of employment.~~

Section 2. The Company will provide life insurance, long-term disability, accidental death & dismemberment (AD&D), health, dental, vision and prescription drug benefits in accordance with the provisions of The Hershey Company Benefits Plan.

Employees hired after the first of the month following March 30, 2012 will not be eligible for SRC (Supplemental Retirement Contribution).

Upon layoff, coverage under The Hershey Company Benefits Plan will be continued for a maximum of ninety **calendar** (90) days. Employee contributions will go into arrears during this time and employees will be required to pay back these contributions through payroll deduction upon their return to work.

Employees will participate in The Hershey Company Benefits program at the same cost as all Company salaried and hourly participants in the health and welfare plans based on the experience of those plans.

Current medical options will be those offered under The Hershey Company Benefits Program and will be the same options offered to all Company salaried and hourly participants in the benefits program. The

deductible and out-of-pocket maximum for the medical (including prescription) plans is different depending on which plan you choose. The Company will notify the Union in advance of any changes to plan design or carriers and meet to discuss such changes if the Union desires.

Section 3. An employee laid off or on Workmen's Compensation will have his/her benefits continued for ninety (90) days under the same conditions as though he/she was actively working. An employee disabled due to non-occupational injury or illness will have his/her benefits continued for thirty (30) months from date of disability with active benefits being provided for the first one hundred eighty (180) days. After 180 days, if eligible and approved, the employee will transition to long-term disability (LTD). In such cases the medical and life insurance benefits will be billed monthly by the Company's third party administrator for the employee's cost sharing in order to continue those coverages during LTD.

If the employee on LTD defaults on the monthly payment for 90 days or longer, the benefits will be terminated and not reinstated unless the employee returns to active work.

Employees on layoff status beyond the ninety (90) day coverage continuation period and employees who are disabled at the time of an open enrollment period will be permitted to re-enroll in the Hershey Company Benefits Program upon their return to work as an active employee. Benefits for employees on Leave of Absence will be discontinued after ninety (90) days following the commencement of the Leave of Absence.

Section 4. The Company will provide Short-Term Disability Benefits at the amount of 55% of straight time weekly bid job rate, for a maximum of one hundred eighty (180) days. This benefit is modified to \$100 per week for any weeks in which the employee also receives Unemployment Compensation in accordance with state law, during the same time period(s).

Eligibility for such benefits for full-time employees who have completed the probationary period will be as follows:

- Accident - No waiting period
- Hospital Confined -
No waiting period
- Sickness - 3 days
waiting period

Employees returning to work from an absence of three (3) days or more, shall be required to provide a physician's certificate attesting to their release to return to work.

Section 5. Eligible retirees retiring on or after the first of the month following March 30, 2012, will be provided with retiree life insurance in the amount of 25% of their final annual bid job rate, with a minimum of \$3,000 and a maximum of \$25,000. Employees hired after the first of the month following March 30, 2012, are not eligible for retiree life insurance.

FOR THE HERSHEY COMPANY:

Don Thomas

Date: 2-25-20

FOR THE UNION:

[Signature]

Date: 2/15/20

TENTATIVE AGREEMENT

BETWEEN

THE HERSHEY COMPANY

AND

UNITED FOOD AND COMMERCIAL WORKERS

UNION, LOCAL 1776 KEYSTONE STATE

The parties agree to revise Article 25, as follows:

ARTICLE 25 - BEREAVEMENT

In case of a death in the immediate family (namely the death of a parent, spouse, child, brother, sister, mother-in-law or father-in-law, son-in-law, daughter-in-law, or domestic partner as defined in The Hershey Company Flexible Benefits Plan) of an employee, requiring the employee's absence from his/her regularly scheduled assignments, the employee shall be granted up to three (3) consecutive business days off (Monday through Friday) with one of those days, being the day of the funeral. If the employee is scheduled or inversed for weekend work which would be encompassed by the bereavement period, he/she will be removed from the schedule without penalty and these weekend days will not count as bereavement days. Exceptions to the three (3) consecutive day limit will be considered and will require approval in advance by Human Resources. Step-parents, step-children, step-brothers and step-sisters will be considered the same as the corresponding relatives listed above, for purposes of this article, provided the bereaved employee can document a relationship resulting from marriage.

When the employee's days off fall within his/her normal work time, he/she shall be reimbursed at his/her basic straight-time rate for that portion of time he/she would have normally been scheduled for work, but under no circumstances shall the application of this clause result in a change in the employee's basic weekly pay.

In the event of the death of an employee's grandmother grandfather ~~or~~, grandchild, sister-in-law or brother-in-law he/she shall receive two (2) days off with pay to attend the funeral, providing the day of the funeral is the employee's normal scheduled day of work and the employee attends the funeral. (Aunt or Uncle ~~Sister-in-law or brother-in-law~~ one (1) day).

FOR THE HERSHEY COMPANY:

Ken Thomas

Date: 2/25/20

FOR THE UNION:

[Signature]

Date: 2/25/20

TENTATIVE AGREEMENT

BETWEEN

THE HERSHEY COMPANY

AND

UNITED FOOD AND COMMERCIAL WORKERS

UNION, LOCAL 1776 KEYSTONE STATE

The parties agree to revise Article 25, as follows:

ARTICLE 25 - BEREAVEMENT

In case of a death in the immediate family (~~namely the death of~~ ~~a~~ parent, spouse, child, brother, sister, mother-in-law or father-in-law, son-in-law, daughter-in-law, or domestic partner as defined in The Hershey Company Flexible Benefits Plan) of an employee, requiring the employee's absence from his/her regularly scheduled assignments, the employee shall be granted up to three (3) consecutive business days off (~~Monday through Friday~~) with one of those days, being the day of the funeral. If the employee is scheduled or ~~inversed~~ mandated for ~~overtime~~ weekend work which would be encompassed by the bereavement period, he/she will be removed from the schedule without penalty and these scheduled weekend days will not count as bereavement days.

Exceptions to the three (3) consecutive day limit will be considered and will require approval in advance by Human Resources. Step-parents, step- children, step-brothers and step-sisters will be considered the same as the corresponding relatives listed above, for purposes of this article, provided the bereaved employee can document a relationship resulting from marriage.

When the employee's days off fall within his/her normal work time, he/she shall be reimbursed at his/her basic straight-time rate for that portion of time he/she would have normally been scheduled for work, but under no circumstances shall the application of this clause result in a change in the employee's basic weekly pay.

In the event of the death of an employee's grandmother, grandfather ~~or~~, grandchild, sister-in-law or brother-in-law he/she shall receive two (2) days off with pay to attend the funeral, providing the day of the funeral is the employee's normal scheduled day of work and the employee attends the funeral. (Aunt or Uncle ~~Sister-in-law or brother-in-law~~ one (1) day).

FOR THE HERSHEY COMPANY:

Don Pemas

Date: 3-12-20

FOR THE UNION:

[Signature]

Date: 3/12/20

TENTATIVE AGREEMENT

BETWEEN

THE HERSHEY COMPANY

AND

UNITED FOOD AND COMMERCIAL WORKERS


UNION, LOCAL 1776 KEYSTONE STATE

The parties agree to revise Article 26 – Termination, Section 1 as follows:

Section 1. The terms and conditions of this Agreement shall become effective March 25, 2020 and continue in effect until 11 p.m. March 24, 2024.

Thereafter it shall be self-renewing for yearly periods unless notice of desire to terminate and modify the Agreement is given in writing by either party to other party sixty (60) days prior to the expiration date.

FOR THE HERSHEY COMPANY:



Date: 3-13-20

FOR THE UNION:



Date: 3/13/20



-April 10, 2020-

To: All Local 1776 Keystone State Hershey Co. Hazleton Members

From: Wendell Young, IV, President
Chris Snyder, Negotiator
Cathy Paninski, Representative

IMPORTANT UPDATE

Your current contract has been extended to May 10, 2020 due to the ongoing COVID-19 crisis. After consulting with your Steward Committee, and discussing the continued limitations for group meetings for your health and safety, **you will be receiving a mail ballot next week (week of April 13, 2020) that you will need to complete and mail back to the Union.** Instructions will be included, along with the date that you will need to have the return ballot postmarked by. Also included in the mailing will be the complete Tentative Agreement you may have received at our informational meetings onsite at the plant or accessed on our secured Local 1776 website (www.ufcw1776.org). An informational Tele-Town Hall will be held on Sunday, April 19 at 4PM. Details will be sent to you in advance to participate.

We appreciate your patience and hard work during this unprecedented time. **Please be sure to look in your mail for this ballot to participate in this important process.** Should you have any questions, please contact Representative Cathy Paninski at 1-800-635-6994, Ext. 315.

UFCW Local 1776 Keystone State
North-Central Division
2007 Highway 315, Ste. 100
Pittston, Pennsylvania 18640



Printed In-House



Monday March 23

Dear Manufacturing Employees,

The continued spread of coronavirus (COVID-19) is unprecedented in modern times. As has been the case from the beginning, the health and safety of all of our team members remains our top priority in decision-making and actions. We are monitoring the changing environment daily and have put in place more stringent operating procedures and safety protocols to help ensure your safety and wellbeing, and that of your families and everyone with whom we all interact. This is paramount. Our team members have always been the most important part of what makes Hershey a great and special company. We appreciate you and care deeply about you.

We know that COVID-19 is causing discomfort and anxiety for many. These are unique and uncertain times for all of us. We have heard from you:

- that many are worried about your own personal safety, and the safety of your family and loved ones.
- that many are worried about your emotional wellness given the stress and pressures that we are all under.
- that many are worried about financial security with the uncertain impacts this crisis will have on the broader economy.

These are all important concerns, and we would like to share with you how we are addressing these areas.

Personal Safety

Our plants continue to be safe places to work. We are following the guidance that the CDC has provided to businesses and employers for how to operate during this crisis and how to implement additional precautions to respond to the COVID-19 virus. We have put the following measures in place to ensure a continued safe working environment for all:

- We are encouraging all employees to wash their hands frequently. This is the most effective way to reduce exposure.

- We are requiring employees who are ill or display any COVID-19 symptoms to stay home.
- We are encouraging employees to cover their noses and mouths with a tissue when coughing or sneezing (or an elbow or shoulder if no tissue is available).
- We have significantly increased our sanitation in high use areas and touch points.
- We are encouraging social distancing, especially in areas like the cafeteria, time clocks and locker rooms. Employees should try to keep at least 6 ft between themselves and other employees to the greatest extent feasible.
 - We have stopped huddles in closed spaces for the near future. Team leaders will be providing updates and communications individually to team members. Communications also will be posted in the cafeteria and other areas of the plant.
 - We are limiting the number of employees in lunch and break rooms at a time.
 - We are discouraging congregation of groups over 10 employees.
 - We are implementing staggered shift start times to reduce large groups entering and leaving the facility at one time.
- We are enforcing Hershey's travel and visitor restrictions (which applies to all hourly, salaried, and temporary employees, as well as contractors and vendors on site).
- We recommend that everyone reconsider personal travel by any means in the upcoming weeks.

Emotional Wellness

Emotional wellness is an area that we take seriously, especially given the pressures of this crisis and how much information and opinions are circulating in the press and on social media. Many of us have feelings of fear or anxiety. We want all of us to feel comfortable and secure when we come to work. With that in mind, there are several measures that have been put in place:

- If a manufacturing employee is uncomfortable or reluctant to work as a result of COVID-19, they may choose to stay home unpaid, regardless of the reason. No absenteeism penalties will be incurred.
- We will work with any individual having trouble managing work with childcare as schools and daycares are shutdown. Please see your supervisor or HR if you have concerns about time off and child care.
- We have adjusted our time and attendance policies for issues associated with COVID-19. We will be working through this on a case-by-case basis. If you have any questions, please see your supervisor or HR.
- We have enhanced our benefit programs to support you during this time of uncertainty.
 - Teledoc fees have been waived
 - There will be no charge for COVID-19 test kits required by doctors
 - 90-Day prescription fills at retail have been approved
 - Free EAP visits have been increased from 5 to 10

Financial Security

We recognize that financial security is a concern area for many. As of today, the global financial markets are extremely volatile, and we may be facing levels of unemployment that are sharply different than in recent years. Many are concerned about the broader impacts that this crisis will have on the global economy and public good. We have put several measures in place to mitigate financial concerns for our employees during this time:

- Hourly and salaried Band 1 employees who have no ability to work remotely (i.e., Supervisors, QA Specialists, Maintenance, Warehousing, etc.) and choose to continue working during this time will receive a 20% bonus applied to straight time hours, effective March 23rd and for the next 4 weeks. This will be paid in a lump sum on a monthly basis.
- We have waived unpaid waiting periods for Short Term Disability effective March 24th.

The manufacturing industry is extremely important during uncertain times like these. For those of you who braved the stores recently, you saw what community anxiety can do to the food supply. Imagine the effect if all food manufacturing halted in the U.S. We are a critical part of the overall U.S. food supply chain. We do not take the decision to continue operations lightly. Continuing to run has a positive impact for us, the community and the country. Last Friday, the National Association of Manufacturers held a conference call where the panelists were Vice President Mike Pence (Chair of the White House Coronavirus Task Force), experts from the CDC (reinforcing their guidance for manufacturers), and Hershey (who participated to share our response measures with other companies). Vice President Pence emphasized the importance of continuing to operate this country's critical infrastructure, and specifically mentioned Health Services and companies in and around the production of food supplies and pharmaceuticals – consistent with President Trump's recently published Coronavirus Guidelines for America. The Vice President also complimented Hershey as a great company and noted our actions so far in this crisis.

Food companies play a critically important role in the crisis to help alleviate need and concern in our communities. Local, state and national governments have highlighted the importance of our food supply and asked that food retailers and manufacturers remain open during times of quarantine and mandated shutdowns of other businesses. Hershey is not only a food manufacturer, but also an important link in the broader food supply chain, particularly with farmers and other food raw material suppliers that rely on us. To that end, we have been pacing our Hershey operations with the demand from our consumers and customers to help maintain food security and supply. We are also looking at ways that our plants and supply chain can be part of the broader crisis solution and help America (and the world) thrive.

Hershey intends to continue production for as long as we can safely operate. We will continue to follow the guidance provided by the CDC and other health organizations. We would like to reward any employees who want to work during this time of need with the special 20% pay bonus as a recognition, described above. We will continue to monitor the situation and make adjustment accordingly.

Thank you very much for your perseverance and strength. You are all the heart of our great company, and we truly appreciate everything you do each day. Hershey has a long history of taking care of its employees, and this will continue to be true as we go forward. We will overcome this crisis by working together for the common good, and being there for each other.

Respectfully,

Jason Reiman, Chief Supply Chain Officer

Marc Rinaldi, Senior Director, Manufacturing

Tim Hinegardner, Senior Director, Manufacturing



Monday, March 23

Dear Hazleton Employees,

Many employees have reached out with questions about how we are addressing the unprecedented spread of the coronavirus (COVID-19). The below FAQ is meant to address your questions and concerns.

FAQ

1. Why is the plant still running?

First, I would like to say that it is a blessing that we are able to continue to work when many other Companies are not operating right now. We not only want to ensure that our employees have the opportunity to work, it's also taking a holistic picture of the entire economy. It's not just about our employees receiving a paycheck, it's about the farmers who supply the milk. The truck drivers who haul our ingredients and materials. It's about the vendors who supply our materials all the way through to the warehouse, distributors, and store employees who rely on us to make sure that they continue to receive a paycheck.

We, as well as other food manufacturers, have been specifically asked to continue to operate for the good of the nation and the economy. We have the responsibility to do so, while maintaining personal health, safety, and food safety standards. We recognize the challenges and are doing everything we can do to meet the needs of the value chain and our employees. We are working closely with the FDA, CDC, and other government agencies and are adhering to their recommendations. We are benchmarking our activities and policies with other food companies and also sharing best practices. Not only is our Executive team actively involved in working with other food companies, but we are also working with external consultants with expertise in this area. Though we may have competition, at this time, we are all working together for the good of the nation. This is something to be very proud of and should be considered an honor.

Our Plant is extremely important during uncertain times like these. For those of you who braved the stores recently, you saw what panic can do to the food supply. Imagine that panic if manufacturing halted in the US. We are a critical part of the overall US Supply Chain. We do not take the decision to run lightly. Continuing to run is positively impactful to us, our company, our community and our whole country.

The last comment I will make is **please don't feed the rumor mill**. That doesn't do anyone any good. Especially in high-anxiety situations. **We want to be as transparent as possible as we are a**

team and in this together. If you have a question, please ask. We will be happy to answer any question to the best of our ability.

2. What is the Plant Leadership doing to ensure our safety?

- The Leadership Teams takes this matter seriously and our crisis team is fully engaged and has been taking proactive precautionary measures to keep our employees and their families safe since news of the virus first broke in January.
- We have three levels of Crisis Management teams: The Executive Committee, VP/Sr. Directors, and the Plant Leadership Staff. Each team meets multiple times daily to review new or changing information and establishing appropriate plans for the business.
- We are actively reviewing and making decisions based on information provided by the World Health Organization and the Center for Disease Control (CDC), as well as benchmarking business best practices given the rapidly changing landscape.
- There are currently restrictions on business travel, visitors and large group meetings to minimize exposure risk.
- There also has been additional cleaning protocols established.
- As you know, we put in place a health declaration form for every employee, visitor and guest at Hazleton. ALL people entering the plant must complete the Declaration form.

3. What are you doing about employees who have returned after travel on vacation?

Employees are required to notify HR of planned travel prior to departure. Health Services is following up with those who have returned from planned vacations. Employees who choose to travel have the potential of a mandatory 14-day unpaid quarantine upon return.

4. What is the Plant doing with the information disclosed on the health form?

If an employee answers yes to any of the questions on the health declaration, they must follow up with Health Services and their doctor within 48 hours. They cannot return to work until they have been cleared to return by a doctor. All paperwork must be submitted to Health Services to be screened before the employee can return to work.

Additional cleaning precautions have been put into place. **Cleaning has been increased for commonly touched areas/items by adding an additional employee per shift (including weekends) for cleaning areas *such as*:**

- **Entrance turnstiles and doors**
- **Handrails**
- **Cafeteria/breakroom table surfaces, counters, chairs, etc.**
- **Restrooms/locker rooms/computer room door handles and fixtures**
- **Meeting room/team rooms tables, chairs, door handles**
- **Exterior of all lockers of quarantined and possible COVID employees**
- **All Scanners and Time Clocks**

We have also placed containers of Neutral Disinfectant Cleaner in nonproduction areas (café/breakroom/main office complex and truckers' lounges) for additional employee cleaning at their discretion.

In addition, the health declaration forms are being stored in accordance with the Company's policies on confidential health information records.

5. What are you doing about employees who have returned to work after being out sick?

On a daily basis, Health Services is following up with employees who call off sick to determine if they are at risk for exposing the plant to COVID-19. As a reminder, employees who are off sick for 3 days or more are required to provide a return to work note clearing them to return.

6. Has anyone tested positive for COVID-19 at Hazleton?

No. As of the printing of this FAQ, there has been no confirmed positive COVID-19 cases at Hazleton.

7. Will I be informed if someone does test positive and I have been exposed?

To protect our employees' privacy, we will not disclose the identity of an employee who tests positive. However, we will follow the guiding principles of the CDC and the World Health Organization for notifying those who may be exposed.

8. What should I be doing to ensure my safety and safety of my coworkers?

- **Wash your hands – BEFORE you start work, BEFORE and AFTER meals.** Remind your co-workers to wash their hands. We are currently performing hand washing audits throughout the plant.
- **Know the symptoms of COVID-19:** Fever, sore throat, coughing and shortness of breath.
- **If you experience symptoms while at work, notify your supervisor, Human Resources, Health Services or EHS Manager immediately.**
- **If you experience symptoms at home** and are scheduled to work, you should report off of work and contact Human Resources immediately.
- If you were **exposed to someone diagnosed or suspected of having COVID-19**, contact your supervisor, Human Resources or Health Services immediately.
- If you have **travel plans that involve leaving the US or traveling by air, rail or cruise ship**, you must contact Human Resources prior to your departure to discuss exposure risk and possible quarantine requirements.
- **Washing your hands** is mandatory in the manufacturing of food. It is the most effective mitigation for exposure and for cross-contamination. Please wash your hands often while at work and continue to practice good hygiene practices outside of work.
- **Please practice social distancing**, especially in more crowded areas like the cafeteria, time clocks and locker rooms. Try to keep at least 3 feet between yourself and another employee.

I have symptoms, what should I do?

If you're showing symptoms, such as fever and cough, the safest place to be—for you and for everyone else—is in your home. After contacting Health Services, to seek treatment, consider one of the following options:

1. Contact your primary care physician (PCP)
 - They can help you get a coronavirus test at the right location if they determine you need one and prescribe medications as well.
 - Our medical benefits provider, Highmark, will cover 100% the cost of any COVID-19 testing recommended by a medical professional.
 - No doctor? Call an urgent care center—they will advise you on whether you should come in and alternative ways of receiving care.
2. Utilize Teledoc
 - NEW: Effective March 23rd and for the next 90 days (until June 20, 2020), the cost of contacting a physician through Teledoc has been waived (\$0.00 cost).
 - This waiver applies to all TeleMedicine and virtual visits regardless of whether the visit is related to the diagnosis or treatment of COVID-19 (including General Medicine, Behavioral Health and TeleDermatology visits)
 - Please note that if you have not already registered with Teledoc you need to do so prior to using their services. Considering registering now, while you are not in a rush to use them!
3. In case of a medical emergency where seconds matter, call 911
 - In other words, if you have difficulty breathing or another emergency medical condition that is potentially life-threatening
 - If possible, call the ER in advance so they can prepare for your arrival and limit your exposure to others.

9. The schools and daycares are closed, and I am having trouble managing work. What should I do?

We will work with any individual having trouble managing work with childcare as schools and daycares are shutdown. Please see HR if you have concerns about time off and childcare. You can also contact our **EAP Provider at 1-888-454-6225.**

10. Are you going to pay the employees who are out because of COVID-19?

We will be adjusting our time and attendance policies for confirmed issues associated with COVID-19. The union and the Company are working together to minimize wage loss. We will be working through this on a case by case basis. If you have any questions that pertain to your individual situation, please see HR.

11. Everything is changing so quickly. What can I expect next?

You can expect continued communication from Plant Leadership as we continue to react to the changes that are being presented to us. Every action we are taking has your health and safety as the focal point. Please continue to communicate your questions to your team leader, your BU leader, HR or me. We are here for you. We will get through this together. Thank you for your understanding, being flexible, and your commitment.

We have established an employee resource website (access through conche.hersheys.com) that includes the latest company updates, resources and guidelines. You are encouraged to review this frequently as this will have the most current and up-to-date information.

12. What can be done about congregating around time clocks?

In order to minimize crowds of people at the main time clocks, please utilize the time clocks that are closest to your work area. Also, do not stand in line at the time clock to clock in or out.

Time clock locations are:

Main Hallway
Maintenance Shop
Line 3 Corridor
Line 3 Packaging
Line 5 Packaging
Shipping
Line 4 Packaging
Line 1 Packaging
Training Room Entrance

13. What can be done about social distancing in break rooms?

As you know, Hazleton has limited break room space. Where possible, we recommend sitting every other seat in the break rooms, sitting around the perimeter of the break room or taking your breaks in your personal vehicle or in the fresh air at the patio tables (weather permitting). The Training Room has also been made available. Additional sanitation measures are being taken in the break room for your safety.

SERVICE	DESCRIPTION	CONTACT
Beacon Health Options	Employee Assistance program	1-888-454-6225 www.achievesolutions.net/hersheys



Wednesday, March 18

Dear Hershey Employees,

With the unprecedented spread of the coronavirus (COVID-19), your health and safety remain paramount in our decision-making and actions. We are monitoring the changing environment daily and have put in place more stringent operating procedures and safety protocols to help ensure your wellbeing, and that of your families and everyone with whom we all interact.

As has been the case since this situation began, food companies play a critically important role in the crisis to help alleviate need and concern in communities. Local, state and national governments have highlighted the importance of our food supply and asked that food retailers and manufacturers remain open during times of quarantine and mandated shutdowns. Hershey is not only a food manufacturer, but also an important link in the broader food supply chain, particularly with farmers and other food raw material suppliers that rely on us. To that end, we have been pacing our Hershey operations with the demand from our consumers and customers to help maintain food security and supply.

Regions around the world are experiencing and responding to different phases of this pandemic. In China, the situation has greatly improved with teams returning to work across corporate, manufacturing and sales, with South Korea soon to follow. In other regions, like the U.S., we are moving quickly to altered work schedules to help slow the spread of the virus while remaining operational as part of the global food supply chain.

Hershey is a special place and over the last few months, we have come together to support one another and our business operations from market to market as this crisis has evolved. That will not change. The company is well positioned to manage through this. We have planned ahead and are taking action to help ensure employee safety while maintaining critical business operations, including working in partnership with retailers, suppliers, vendors and co-manufacturers to share best practices and maintain operations. We continue to manage our day-to-day business with the best information we have while working to ensure the long-term health of Hershey and help make those moments of goodness for those who need it most right now.

I want to start off by thanking you. This is a strange, unprecedented and uncertain time we are living in. I have been proud of how you have all been reacting to the changes and requests we have been presenting to you. More changes and requests are sure to come. Every action we are taking has your health and safety as the focal point.

All of manufacturing is **extremely important** during uncertain times like these. For those of you who braved the stores recently, you saw what panic can do to the food supply. Imagine that panic if manufacturing halted in the US. We are a critical part of the overall US Supply Chain. We do not take the decision to run lightly. Continuing to run is positively impactful to us, our company, our community and our whole country. The Hershey Company's purpose statement is "Make More Moments of Goodness." **When we look back in history, our great company made significant contributions while manufacturing our Hershey Bars during the Great Depression and two World Wars for our military and citizens. Also, in the past 20 years, we persevered during 9/11, the Swine Flu epidemic and many other global events. While these events were impacting our lives, we were making Moments of Goodness for our consumer, who seek after our products during these unsettling times.** In hard times like these, it might be a small moment of joy that someone who is struggling can find and enjoy our products.

Manufacturing continues to prioritize employee health and safety. We are implementing increased precautions and protocols consistent with guidance being provided by government and health organizations (e.g. OSHA, CDC) as well as industry best practices.

We will determine work schedules and adjust teams to maximize "social distancing" and reduce activities that congregate people into groups. As a reminder:

- Washing your hands is the most effective mitigation for exposure. Please wash your hands often.
- We have significantly increased our sanitation in high use areas and touch points.
- **Operators and Mechanics will not have to attend shift handoffs effective immediately. All employee huddles will be suspended.** Your supervisor will be providing any updates or communications to you individually. Communications will also be posted on the vision screens, in the hallway outside the cafeteria and other areas of the plant
- Please practice social distancing especially in more crowded areas like the cafeteria, time clocks and locker rooms. Try to keep 3-6 ft between yourself and another employee. We recognize sometimes this may not be possible.

- We will work with any individual having trouble managing work with childcare as schools and daycares are shutdown. Please see HR if you have concerns about time off and childcare.
- We will be adjusting our time and attendance policies for confirmed issues associated with COVID-19. We will be working through this on a case by case basis. If you have any questions, please contact HR.
- The travel quarantine applies to all employees, hourly, temporary employees, salaried and contractors/vendors on site.
- We recommend you reconsider personal travel by any means in the upcoming weeks.
- The employee store will be open on Thursday, March 19th and Friday, March 20th for its regular hours with occupancy and payment restrictions. Beginning March 23rd, the employee store will remain closed until further notice.
- There will be no COVID-19 test kits on site. We are not a medical facility and will not be provided with kits.
- To limit the number of employees in the lunchroom we will allow employees to go to their cars during their breaks and the Training Room will be available to employees to take their breaks.
- Minimize congregation of groups over ten employees and/or remain 2 meters apart.
- Next week we will be staggering shift start times to reduce large groups entering and leaving the facility at one time.
- We are offering employees the ability to test their temperature as they come into work with Infrared temperature scanners. This will be voluntary, but may become mandatory

REMINDERS:

- We have established an employee resource website (access through conche.hersheys.com) that includes the latest company updates, resources and guidelines. You are encouraged to review this frequently as this will have the most current and up-to-date information.
- It is important that everyone heed local, state and national guidelines to help prevent the spread of COVID-19. To that end:
 - Practice social distancing as much as possible (maintaining 3-6 feet distance from others)
 - Stay at home for meals or order take-out
 - Limit attendance at gatherings of 10 or more people
 - Practice precautionary health measures such as frequent hand washing, etc.
- If you are sick or believe you may be at risk for coronavirus, please follow our company protocols. If you have questions, reach out to your EHS team, Supervisor or HR.

- More information also can be found on the CDC (www.cdc.gov) and WHO (www.who.int) websites.

I am very proud of how well you all have responded to this very serious situation. Things are changing by the day, hour and minute. We are doing our best to give you real time, transparent information. Please continue to communicate your questions to your supervisor, your BU leader, HR or me. We are here for you. We will get through this together. Thank you for being flexible.

Stephen Knight



HR NEWS

Benefits to Support Your Physical, Mental and Financial Wellbeing

The health of you and your family is a top priority for The Hershey Company, and we want you to know Hershey is taking action to help ensure both your safety and wellness as we work together to mitigate the impact of the coronavirus (COVID-19). Below you'll find information related to physical, mental and financial wellbeing, along with several recent enhancements for employees enrolled in Hershey's benefits programs.

**Teledoc Fee
will be WAIVED
from 3/23/20 – 6/20/20!!!**

PHYSICAL WELLBEING:

Below is guidance on how to seek medical or prescription assistance:

- What should you do if you think you may have coronavirus?
 - First, don't panic. Your symptoms could be allergies, common cold, or flu—but it's best to be sure. You have a few different options for receiving care.
- If you're showing symptoms, such as fever and cough, the safest place to be—for you and for everyone else—is in your home. To seek treatment, consider one of the following options:
 1. *Contact your primary care physician (PCP)*
 - They can help you get a coronavirus test at the right location if they determine you need one and prescribe medications as well.
 - Our medical benefits provider, Highmark, will cover 100% the cost of any COVID-19 testing recommended by a medical professional.
 - No doctor? Call an urgent care center—they will advise you on whether you should come in and alternative ways of receiving care.
 2. *Utilize Teledoc*
 - **NEW:** Effective March 23rd and for the next 90 days (until June 20, 2020), the cost of contacting a physician through Teledoc has been waived (\$0.00 cost).
 - This waiver applies to all TeleMedicine and virtual visits regardless of whether the visit is related to the diagnosis or treatment of COVID-19 (including General Medicine, Behavioral Health and TeleDermatology visits)
 - Please note that if you have not already registered with Teledoc you need to do so prior to using their services. Considering [registering now](#), while you are not in a rush to use them!
 3. *In case of a medical emergency where seconds matter, call 911*
 - In other words, if you have difficulty breathing or another emergency medical condition that is potentially life-threatening
 - If possible, call the ER in advance so they can prepare for your arrival and limit your exposure to others.

- If you need to fill or refill a prescription, you can limit your trips to the pharmacy by enrolling in home delivery, or by purchasing a 90-day supply at retail.
 - Consider having your prescription sent directly to your home using Express Scripts. There's no extra cost, and you'll often pay less for a 90-day supply.
 - **NEW:** Effective March 23, Hershey has approved 90-day fills for prescription medication at retail pharmacies (currently, employees are limited to 30-day supplies at retail). This plan enhancement will run until at least June 20, 2020 at which time it will be re-evaluated.

SERVICE	DESCRIPTION	CONTACT
Highmark Blue Shield	Medical Plans (HSA, myWellbeing, Best Doctors)	1-866-763-9474 www.highmarkblueshield.com
Teledoc	Speak to a licensed doctor by phone or video in minutes	1-800-TELEDOC www.teledoc.com/enter
Express Scripts	Prescription Drugs	1-877-309-6408 www.express-scripts.com

MENTAL & EMOTIONAL WELLBEING:

Your mental and emotional wellness is just as important as your physical health, and our employees have unlimited outpatient mental health visits available through Highmark. Outpatient mental health visits include individual psychotherapy, family counseling, group psychotherapy and psychological testing. Seek help. The cost of these services applies to your deductible and co-insurance, and can be paid for through your HSA, HRA or Healthcare FSA.

NEW: Effective April 1, 2020 we are expanding our global EAP (Employee Assistance Program) telephonic visit limit from 5 to 10 visits for the remaining of the 2020 calendar year, providing you and your family additional support through our EAP vendor, Beacon Health Options.

SERVICE	DESCRIPTION	CONTACT
Beacon Health Options	Employee Assistance program	1-888-454-6225 www.achievesolutions.net/hersheys

FINANCIAL WELLBEING:

The anxiety around current events isn't limited to our health, and we know that employees have questions and concerns about their short- and long-term finances. To that end, our financial partner Ayco will be sharing several pre-recorded webinars available to you on a variety of topics. Information on these webinars will be sent by Ayco directly to your email.

SERVICE	DESCRIPTION	CONTACT
Ayco Answer Line	Financial Counseling & Education Services	1-866-487-9457 www.ayco.com/login/hersheys
MetLife	Short-Term and Long-Term Disability	1-800-769-4638 www.metlife.com/mybenefits
	Life Insurance, AD&D MetLife Advantages	1-866-492-6983 www.metlife.com/mybenefits

Visit the HR Portal for other wellness resources

In order to maintain appropriate social distancing, please adhere to the following.

Breaks/Lunches

The Training Room is now available for employees to use during their breaks to minimize the number of employees in the lunchroom. Employees should maintain a safe distance from one another (3-6ft). Employees are also permitted to go their vehicles and the parking lot during their breaks (employees are expected to sanitize their shoes upon return to the plant).

Smoke Shack

It is recommended to minimize the number of employees in the smoke shack at one time. Employees can also go to their vehicles to use tobacco or vaping products.

Time Clocks

In order to minimize crowds of people at the main time clocks, please utilize the time clocks that are closest to your work area. Also, do not stand in line at the time clock to clock in or out. Time clock locations are:

Main Hallway
Maintenance Shop
Line 3 Corridor
Line 3 Packaging
Line 5 Packaging
Shipping
Line 4 Packaging
Line 1 Packaging
Training Room Entrance



Hershey Coronavirus Update to Union - 3/13/2020

As the coronavirus continues to spread around the world, we want to provide an update on the steps Hershey is taking to ensure the wellbeing of our employees as we continue to make and deliver the amazing brands that our consumers know and love.

First and foremost, the health and safety of our employees remains our top priority. We are monitoring the impact to all employees daily. The company is taking this matter seriously and our crisis team is fully engaged and has been taking proactive precautionary measures to keep our employees and their families safe since news of the virus first broke in January. We are actively reviewing and making decisions based on information provided by the World Health Organization and the Center for Disease Control (CDC), as well as benchmarking business best practices given the rapidly changing landscape. There are currently restrictions on business travel, visitors and large group meetings to minimize exposure risk. There also has been additional cleaning protocols established.

We are evaluating the situation daily and will provide updates and information as warranted.

What we have asked our employees:

- **Know the symptoms of Coronavirus:** Fever, sore throat, coughing and shortness of breath.
- If you **experience symptoms of the coronavirus while at work**, notify your supervisor, Human Resources, the Plant Nurse or EHS Manager immediately.
- If you **experience symptoms of the coronavirus at home** and are scheduled to work, you should report off of work and contact Human Resources immediately.
- If you were **exposed to someone diagnosed or suspected of having coronavirus**, contact Human Resources immediately.
- If you **experience childcare issues due to school closings**, contact Human Resources if it impacts your ability to work or if you have to leave work during your shift.
- If you have **travel plans that involve leaving the US or traveling by air, rail or cruise ship**, you must contact Human Resources prior to your departure to discuss exposure risk and possible quarantine requirements.

Guidelines HR will use to address employee questions on an **individual basis** (Not to be posted or distributed):

- Employees who are quarantined (not due to personal travel) will be paid for 2 weeks based on their regular pay and schedule.
- Employees who stay home because they are experiencing symptoms will be paid based on their work schedule for the next 48 hours.
- Attendance guidelines will be adjusted for situations related to COVID-19. For example, there will be no attendance points/occurrences assessed if an employee needs to take unpaid time to care for a

dependent due to a COVID-19 school closure or if they experience a COVID-19 related illness or quarantine.

- Employees who elect to take personal travel may be required to quarantine for 14 days unpaid.

Additional guidelines:

- Beginning next week, employees will be surveyed with a current risk assessment.
- In the future, the company may decide to perform temperature screenings prior to entry to the plant.

Thank you for your partnership as we continue to evolve our guidelines to support our employees in this rapidly changing environment.

Leave of Absence for Hourly Employees

FOR EMPLOYEE to COMPLETE and SUBMIT TO THE PRODUCTION ASSISTANT

Today's Date:	
Employee name:	
Employee number:	
Department:	
Shift:	
Cell phone number:	
Email (if available):	

Date Planned Absence will begin:	
Planned Return to Work Date (Must be a Monday unless approved by HR):	
NOTE: This form should only be completed for a leave related to concerns of COVID-19. Employees should contact Human Resources for any other type of leave.	

Please initial below signifying that you have read and understand the following guidelines:

	Employees must remain on leave at least one week and should plan to return on a Monday.
	If the return date above changes, employee must call the Production Assistant by 12 noon Wednesday before the original return to work date.
	During Unpaid absence periods, Health insurance premiums are not being withheld. You are responsible for the payment of all health insurance premiums that accrue during an unpaid period. These premiums will be automatically deducted from your 1 st pay check upon return to work and any subsequent pay checks until the arrearage is paid in full. This does not include added/additional benefit premiums such as Pet Insurance; the employee is responsible for catch up payments. Contact HR Service Now for information on making these payments: 1-800-878-0440. You are also responsible for 401(K) Loan Payments; contact Vanguard to make payments on your 401K loan: 1-800-523-1188.
	Employees can request to be paid for their vacation time during the leave of absence by contacting payroll at 570-384-7237 or 570-384-7277.
	The Company does not determine eligibility for collecting unemployment benefits. The Company will need to report that work is available, and the state determines eligibility.
	This leave of absence will not result in occurrences under the attendance policy. Furthermore, it will not break the consecutive 460 hours worked towards removing an occurrence.
	This leave of absence is not approved until it's returned and signed by the Production Supervisor or Human Resources

Employee signature	
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Approval:

Printed Name	Signature	Date