

AGREEMENT
between
PENN ALUMINUM
INTERNATIONAL, LLC MURPHYSBORO PLANT
Employer
and
LOCAL UNION 702
of the
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS,
AFL-CIO
Effective from March 13, 2023 to
September 30, 2025

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AGREEMENT

THIS AGREEMENT is entered into this 13th day of March, 2023 between PENN ALUMINUM INTERNATIONAL, LLC, MURPHYSBORO EXTRUSION PLANT, located at 1117 North Second Street, Murphysboro Illinois, hereinafter referred to as the "Company" or "Employer" and LOCAL UNION 702 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, affiliated with the AMERICAN FEDERATION OF LABOR, CONGRESS OF INDUSTRIAL ORGANIZATIONS, hereinafter referred to as the "Union."

WITNESSETH:

WHEREAS, the parties to this Agreement desire to cooperate in establishing conditions in the plant which will protect the job security of the workers by providing a medium for the disposition of grievances as specified herein, and to insure uninterrupted operation of the Company's business; and

WHEREAS, the parties desire to arrange a complete understanding between themselves in the relation of employer and employee and desire to prevent strikes, lockouts, interruptions with production and disagreements, and desire to settle all grievances and disputes which may from time to time arise between them in a peaceful manner, they do hereby agree as follows:

ARTICLE I RECOGNITION AND UNION SECURITY

Section 1. The Employer recognizes Local Union 702 of the International Brotherhood of Electrical Workers, AFL-CIO, as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, hours of employment and other conditions of employment for all production and maintenance workers employed by the Company at its Murphysboro, Illinois Extrusion Plant located at 1117 North Second Street, except office clerical employees, watchmen, guards and supervisors as defined in the Act.

Section 2. All employees covered by this Agreement who are members of the Union on the effective date of this Agreement, and all employees who voluntarily become members after that date, shall, as a condition of employment, maintain the membership in the Union during the term of this Agreement to the extent of payment and uniform initiation fees and periodic dues, as provided by law.

Section 3. The Company agrees to make payroll deduction for the Union dues and initiation fee or agency fees, as provided in Section 2 of this Article, for each employee who submits a signed payroll deduction authorization form to the Company, and to pay the Union the total amount thus deducted for all such employees, together with a list of the names of the individuals for whom the deductions were made. Such deductions of any employee will be made only on the basis of specific written authorization signed by the individual employee, and delivered to the Company. Such written authorization shall be on a form agreed upon by the Company and the Union and will continue in effect only during such periods as this Agreement or extensions thereof are in effect and the authorization remains unrevoked by the employee. Such deduction shall not continue after the expiration of the Agreement or any extension thereof. The Company

shall not be responsible for collection of retroactive deductions prior to the effective date of the authorization for check-off.

Section 4. Each newly hired employee shall during the first or second day of employment be scheduled for an orientation at mutually agreeable time to the parties, which shall be provided by the Union. The Union orientation shall be a period of not more than fifteen (15) minutes, and shall take place during the employee's regular working hours with no loss of pay to the employees involved.

ARTICLE II DISCRIMINATION

It is the continuing policy of the Company and the Union that all provisions of this Agreement shall be applied fairly and equitably to all employees covered by this Agreement. There shall be no discrimination against any employee covered by this Agreement because of race, color, creed, gender, religion, age, disability or national origin.

ARTICLE III HOURS OF WORK AND OVERTIME

Section 1. The regular hours of work shall be eight (8) hours per day and forty (40) hours per week beginning on Monday and ending Friday of each week. The Company shall have the right to implement schedules, other than the regular Monday through Friday work schedules. If the Company exercises its rights to have a regular workweek schedule of four (4) ten (10) hour days for employees, it will be on four (4) consecutive days from Monday through Thursday or Tuesday through Friday. If the Company exercises its rights to have a regular continuous workweek schedule for employees, the Company shall provide fourteen (14) days' notice of such implementation. Prior to instituting such a continuous schedule, there will be a bid process for the affected jobs.

The regular work schedule of a particular department will not be changed by the Company more than four (4) times per contract year. Such a schedule for a particular department will remain in effect for a minimum of thirty (30) days. The Company will give those employees affected a two (2) week notice prior to starting and ending such a schedule.

For the purposes of scheduling, the workweek shall be from 11:00 p.m. Sunday to 11:00 p.m. the following Sunday.

Section 2. The Union recognizes the nature of the Company's operations and that a reasonable amount of overtime work is necessary. An employee shall work the overtime assigned by the Company two (2) weekends per calendar month (or three (3) weekends in a calendar month with five (5) weekends in it), provided as to employees on a regular workweek schedule of four (4) ten (10) hour days, the reasonable amount of overtime assigned by the Company will be either a Monday or Friday to replace one of the assigned weekend overtime days. On the remaining weekends in the same calendar month, overtime will be voluntary; however, if an employee volunteers to work overtime on one or more of these weekends (which is in addition to the overtime

assigned by the Company described earlier in this Section 2), the employee shall also work this overtime, and it shall be treated as a regularly scheduled workday.

When there is a need to schedule overtime, as determined by the Company, it shall be assigned according to job classifications and skills required for the job. The Company shall establish two overtime lists for overtime work in each work area: a voluntary list and a mandatory list. Overtime will first be assigned to the most senior qualified employees on the volunteer list in each work area on a rotating basis. If there are insufficient volunteers to cover the work, in the Company's discretion, the Company will then utilize the mandatory list to assign overtime, subject to this Article. The Company will assign mandatory overtime to the least senior qualified employee in the work area on a rotating basis. The Company shall have the right to establish reasonable rules and procedures in connection with the scheduling of overtime. The Company agrees to discuss these rules and procedures with the Union at least 30 days prior to their implementation. Employees who fail or refuse to work mandatory overtime will be subject to the Company's attendance policy.

The following rules will be included in the mandate procedures:

1. Employees who will be mandated for next day overtime will be notified prior to the end of their current shift.
2. Volunteer and mandate list must be posted in designated areas determined by the Company. Employees may sign up on the volunteer list. The Company will identify those employees who will be mandated to work overtime on the mandate list.
3. Mandate may only be applied on mandated employee's classification.
4. Mandated hours will be paid consistent with Article III, Section 3.
5. Employees on vacation and approved leave will not be mandated to work overtime.
6. If an employee due to be mandated is skipped due to vacation or approved leave, the employee will be exempt from being mandated on such rotation and picked up during the next rotation after the employee returns to work.
7. The Company will meet with the Union to discuss implementing a reasonable turn down and banking procedure. Such procedure will include the following:
 - a. Employees who volunteer three times, will earn a turndown.
 - b. Employees may bank up to two turndowns.
 - c. Employees may use only one turndown per mandate assignment.
 - d. Procedures for trading of mandates between qualified individuals. Individuals who trade must be qualified to perform the mandated job, as determined by the Company.
8. Employees who fail or refuse to work mandated overtime will be given ½ a point for each 4-hour mandate period.

No mandatory overtime will be required of employees working on twelve (12) hour continuous schedules. This does not include or prohibit one (1) eight (8) hour job-related training course per month, which is sponsored or approved by the Company.

For employees who are not working on twelve (12) hour continuous schedules, if the Company schedules a job-related training course on a Saturday, such a training course attended by the employee will count as overtime assigned by the Company on such a weekend.

Section 3. Employees on a regular workweek schedule of five (5) eight (8) hour days, time and one-half an employee's regular hourly rate will be paid for all hours worked by the employee in excess of forty (40) hours per workweek. As to employees on a regular workweek schedule of four (4) ten (10) hour days, time and one-half an employee's regular hourly rate will be paid for all hours worked by the employee in excess of forty (40) hours per workweek. As to employees on a regular continuous workweek schedule of twelve (12) hours a day, time and one-half an employee's regular hourly rate will be paid for all hours worked by the employee in excess of forty (40) hours per workweek. All hours worked on Sunday shall be paid at the rate of two (2) times the regular hourly rate of pay for those employees working a normal Monday through Friday schedule. Employees working a regular four (4) ten (10) hour work schedule who are scheduled to work on a Saturday and Sunday on the same weekend shall not receive two (2) times the employee's regular hourly rate of pay for his/her work on the Sunday if the employee does not work his/her full scheduled shift on the Saturday. Employees working on a continuous schedule, who volunteer to work on a Sunday outside of their schedule, will be paid double time for the hours worked.

In computing time worked for the purpose of determining whether an employee has completed forty (40) hours, after which the employee shall be entitled to premium pay, time lost for absence due to and under the conditions set forth in Article IX, Article X and Article XI

Section 4. All schedule changes shall be posted no later than 3:00 p.m. on Wednesday preceding the week they become effective, except that weekend work will be scheduled on Wednesday of the same week. Schedule changes without this notice will result in the employee receiving time and one-half for the first shift worked outside of the posted schedule. A number of "relief" positions may be created with the shift starting times other than those of the regular shifts. The employees who work such shifts shall receive the higher shift differential which occurs during their shifts, for all hours worked on that eight (8) hour shift.

Section 5. There will be no pyramiding of overtime under this Agreement.

Section 6. In the event that an employee has left the plant site and is called in to work after his/her last scheduled shift, he/she will be paid for four (4) hours at his/her regular rate of pay or the applicable overtime rate for actual hours worked, whichever is greater of the two.

Section 7. The Company will furnish a ten (10) minute break, twice per shift to all employees on eight (8) hour shifts, and three ten (10) minute breaks for all employees on twelve (12) hour continuous shifts. The time for the break is to be determined by the supervisor.

Section 8. For employees working a regular eight (8) hour shift, ten (10) hour shift or twelve (12) hour shift, such employees will receive a twenty (20) minute paid lunch between the

3rd and 5th working hours of the shift. Such a paid lunch break must be taken on the Company's premises within the confines of the Plant Security Office, and no employees are to leave the plant premises during such lunch period. It is further agreed that all employees will be at their work station at the starting time of their shift. In either case, lunch periods may be staggered within hour limits mentioned above to provide continuous operation of all jobs or equipment.

Section 9. The Company will provide three (3) days' notice of a layoff to all employees, except probationary employees. Layoffs will occur at the end of the shift on Fridays. This provision shall not apply for those situations beyond the control of the Company, such as a power failure, power curtailment, natural catastrophe or major equipment failures.

ARTICLE IV SENIORITY

Section 1. All new employees shall be probationary for the first one hundred and eighty (180) calendar days of employment. During said period, such employee may be disciplined or terminated by the Company for any reason without recourse to the grievance procedure set forth herein. If an employee is retained beyond the probationary period, his/her seniority shall date back to the first day of hire. The probationary period will be automatically extended by any layoff during the probationary period, for an extension equal to the layoff. The Company and the Union agree that the probationary period may be extended for other reasons, but any such extension shall be subject to mutual agreement between the Company and the Union. Concerning probationary employees, departmental seniority will begin the first (1st) day they are hired and placed in a department. Their seniority will remain in the department where they are first hired until they bid on a job. New employees may not bid off the job initially assigned to them by the Company until six (6) months after the end of their probationary period, unless the Company agrees to allow such bid.

Section 2. Seniority for purposes of layoff, recall and promotion shall be on a departmental basis beginning from the first day of assignment, once the employee has completed his/her probationary period. In any layoff, recall or promotion, departmental seniority shall be the deciding factor when employees' records show they are substantially equal as to ability, productivity, efficiency, attendance and physical capability of performing the work, provided, however, that this language is modified by the language in subsections (a) and (b) of this Section 2 and by the language in Section 4 of Article IV. When a displaced employee bumps another employee in his/her department as in a reduction in force, that employee must be able to step in and perform the job at standard production levels within two (2) days. If the employee cannot perform the job within the two days, he/she will then be placed on an available (open) job that he/she has previously held by bid or is fully qualified to perform within his/her department. Should such an opening not exist, he/she will then replace the least senior employee in any department. An employee may not bump outside his/her department unless all available openings are filled. In the event the displaced employee fails to have the qualifications necessary to bump within his/her department, he/she will then exercise his/her plant seniority to replace the least senior employee in any department. He/she must occupy a position he/she has previously held by bid or has previously qualified to perform. If the employee cannot perform the job within two (2)* days, he/she will then replace the least senior employee of the plant (on his/her shift should an opening be available). *Intent of two (2) days is to allow employee to brush up on previously held skills.

Employees who are affected by a layoff may not exercise their seniority over any skilled M/E, A or B classifications, unless he/she has previously qualified in that classification.

- (a) An employee shall not be able to bid on a vacancy in any job classification if the employee has 3½ or less points under the Company's Attendance Policy at any time while such vacancy is posted. This language will not apply to an employee bidding onto or off of a 12-hour shift or different shift in the employee's same job classification.
- (b) The following job classifications shall not be biddable:

Maintenance

- Maintenance M/E
- Maintenance A
- Maintenance B
- Maintenance C

Extrusion Die Shop

- Corrector A
- Corrector B
- Corrector C
- Corrector D

Tube Mill

- Draw Die Set-up A
- Draw Die Set-up B
- Draw Die Set-up C
- Draw Die Set-up D

The Company shall have the right, in its discretion, to appoint and/or remove the employees in these job classifications. This will not apply to employees who were in these classifications on December 14, 2002.

In filling a vacancy in one of these job classifications, the Company will give shift preference to the incumbents in a particular job classification on the basis of seniority within that job classification and the employee, who is newly appointed by the Company into this same job classification, will fill the opening created after an incumbent in this job classification changes his/her shift.

Before the Company demotes such an employee due his/her inability to qualify on such a job, the Company will notify the Union of its intentions and give the Union an opportunity to discuss with the Company the employee's failure to qualify for the job.

One factor in the Company's decision to appoint an employee into one of these job classifications may be the employee's performance on a test.

Section 3. An employee shall be considered terminated and his/her seniority lost (a) if he/she quits; (b) if he/she has three (3) consecutive days of "no-call, no-show"; (c) if he/she is discharged for proper reason; (d) if he/she does not return to work within forty-eight (48) hours of notification to return after a layoff or does not make satisfactory arrangements with the Company to return to work at some later time during such forty-eight (48) hour period; (e) if he/she fails to report to work at the expiration of a leave of absence; or (f) if he/she performs no work for the Company for a period of twelve (12) months or six (6) months for probationary employees. The Company agrees to notify employees by certified mail, return receipt requested, when recalled from layoff. It shall be the duty of all employees to keep the Company informed as to his/her or her correct address.

Section 4. When vacancies occur or when new positions are created, a notice of this fact shall be posted on the bulletin boards for a period of five (5) working days. Said notice shall include a brief statement of the most current common job duties and shift. If such a vacancy is on a machine, the primary machine will be shown in the notice. Employees will be required to qualify and operate other machines within the classification. Employees desiring to apply shall submit their application during this five-day period. When a bid involves a continuous schedule, employees holding the job by bid will be given preference to or from a continuous schedule. Should no one hold the job by bid, the employee on the job will be given preference. Employees who are awarded the jobs shall normally fill the vacancies within five (5) working days after the bidding period has elapsed. Every effort will be made to fill vacancies. The awarded employee will be paid his/her new awarded rate immediately after the award date. In the event no bids are received in the five (5) working days that the job is posted and the job is not filled during the next thirty (30) calendar days, it shall be posted again prior to filling such position. An employee awarded a job must accept the job. An employee may withdraw a job bid by completing a withdrawal slip prior to the posting being removed, but only by disqualifying himself from the bid job after the posting is taken down. An employee who bids on a posted job and is awarded the job cannot, while he/she is on such job, bid for another job for a period of six (6) months; provided, however, that an employee may bid during the six (6) month period if the posted job is one paying a higher rate of pay, or involves a more desirable work shift within the employee's classification, or involves a continuous schedule. Employees who have successfully posted a job and are then bumped/displaced may bid jobs without the six (6) month waiting period. If an employee wishes to exercise a bid to a lower-paying job and is awarded that job, he/she cannot bid on another job for a period of twelve (12) consecutive months without the advance consent of the Company. The Company will make a reasonable effort to keep an employee working on his/her regular job.

Section 5. An employee assigned to a new job as a result of the bidding procedure shall be given a reasonable period of time, not to exceed thirty (30) days, to prove his/her qualifications and ability. When an employee displaces another employee as in a reduction in force, an employee must be able to perform the job at normal production levels within two (2) days. If an employee cannot perform this job within the two days, he/she may occupy an available job that he/she has held previously, by bid or is fully qualified to perform within his/her department, then may exercise his/her option under Article IV, Section 2 and Section 7.

Section 6. Demotions as a result of layoff or failure to qualify shall be in order of inverse seniority as provided for in Article IV, Section 2.

An employee who disqualifies himself on the job shall be returned to his/her former classification if an opening exists. If not available, the disqualified employee shall be placed in an open position provided the open position has been posted, the disqualified employee is qualified for such position and no other employee has bid on it. If there are no open positions available, the disqualified employee may displace any temporary or probationary employee holding a biddable job for which the disqualified employee is qualified. Should no temporary or probationary employee hold biddable jobs for which the disqualified employee is qualified, the disqualified employee will displace the least senior employee in the facility. Employees may only disqualify themselves from their current bid position.

Employees who disqualify themselves from a classification may attempt to requalify for such classification after five (5) years of such disqualification in the event a position in such classification comes up for bid.

Before the Company demotes an employee due to his/her inability to qualify on a particular job, the Company will notify the Union of its intentions and give the Union an opportunity to discuss with the Company the employee's failure to qualify for the job.

Section 7. No employee shall be laid off while another employee with less seniority remains on a job that he/she is able and qualified to perform. Any temporary curtailment of work which does not continue for a period in excess of seventy-two (72) hours shall not be considered a layoff under this Section. Any affected employees may be assigned to available work which they are qualified to perform and while so assigned will be paid the rate of the job to which they are assigned.

The Company's right to close the plant for two (2) weeks' vacation each calendar year under Article X, Section 11 is in addition to this Section.

Section 8. It is understood that the shift balancing provisions of this Section applies directly to shifts of work covering Monday through Friday. When it becomes necessary to transfer employees from one shift to another, the employees with seniority who can qualify will be given the first opportunity for such transfer. In the event no qualified employee requests a transfer, the qualified employee with the least seniority shall be transferred. The Company has the right to balance all shifts with respect to employee qualifications, regardless of seniority in order to man effectively by shifts. The Company will make a reasonable effort to keep an employee working on his/her regular job.

Section 9. For the purposes of seniority, the following departments are recognized:

Shipping	Die Shop
Tube Mill	Maintenance
Fabrication	Shape Packing
Press	Bench
Conduit	

The Company will honor employees' Tube Mill seniority for 12 months after Bench is added as a Department.

Section 10. An employee shall have departmental seniority in only one (1) department at the same time, unless he/she has been reduced from a department and is working in another department while awaiting recall to his/her former department. In such case, an employee shall accrue departmental seniority and be allowed to exercise such seniority in the bidding process until such time as he/she is recalled to his/her former department. If he/she accepts such a bid, he/she forfeits departmental seniority in his/her former department. When recalled, if he/she declines to return to his/her former department, he/she shall forfeit departmental seniority in his/her former department. If he/she has not been recalled to his/her former department within twelve (12) months, he/she shall forfeit departmental seniority in his/her former department.

Section 11. An employee who is awarded a job in another department on a job bid shall, after he/she satisfactorily completes his/her qualifying period as referred to in Section 5, lose all seniority in his/her old department and starts accruing seniority in his/her new department as of the date the job is awarded.

Section 12. Leadperson/Trainer: Leadperson/Trainers will be permitted at management's discretion in each department. Leadperson/Trainers will be chosen from and shall remain an hourly employee covered by collective bargaining. Leadperson/Trainer duties generally shall include responsibilities for directing the work of a group of employees on hourly jobs and includes his/her performing such work. His/her duties may include, but are not limited to:

1. Train hourly employees.
2. Plan work for the group.
3. Instruct the group.
4. Coordinate, inspect and record.
5. Obtain and maintain a forklift license.

Leadperson/Trainer may not hire, promote, demote, suspend, discharge or otherwise discipline. However, an employee's failure to follow the work directions given by a Leadperson/Trainer will be considered insubordination. The choice of, removal of, or changing of a Leadperson/Trainer shall be a management responsibility. A person removed from a Leadperson/Trainer position will return to his/her former classification only if the job is available. The pay for this position will be ten percent (10%) over the highest paid position they lead/train.

Leadperson/Trainer shall use seniority for the purpose of shift preference on a continuous schedule.

Section 13. The Company has the right and shall exercise its right to administer job-related tests to assess the employees' skills and the need for follow-up training. Employees shall take such tests and shall fully participate in job-related training which the Company provides on-site or for which the Company sends an employee off-site and pays for the employees' time spent in such training in accordance with the Agreement. An employee shall not be disciplined for failing such

a job related test. However, as has previously been the case, the Company shall continue to have the right to discipline an employee for failing to perform his/her or her job satisfactorily.

Section 14. In the event that an employee is promoted out of the bargaining unit, such an employee shall retain his/her seniority for twelve (12) months from the date of the promotion. Such employee shall not accrue additional seniority while the employee is working outside of the bargaining unit.

ARTICLE V LEAVES OF ABSENCE

Section 1. A leave of absence without pay for a specified period of time may be granted at the sole discretion of the Employer for any reason deemed just and proper to the Employer. Any employee who engages in any other employment for pay during said leave of absence will be considered to have automatically terminated his/her services with the Employer. During said leave of absence, seniority will be retained, but not accumulated.

Section 2. Any employee who is working for the Company his/her regular forty (40) hour week schedule is subject to discipline, up to and including discharge, if he/she is employed at another job on a regularly scheduled basis during his/her off hours, and such other job interferes with his/her work for the Company.

ARTICLE VI MANAGEMENT RIGHTS

Section 1. The Union recognizes that there are functions, powers, and authorities vested exclusively with and belonging solely to the Company. Accordingly, except as expressly limited by this Agreement, the management of the Company alone shall have the authority to determine and direct the policies, modes, and methods of operating its business. Except as expressly limited by specific provisions of this Agreement, the Company shall continue to have the exclusive right to take any and all action it deems necessary in the management of its business and the direction of its workforce, and such rights exclusively reserved for the Company shall include the following:

- a) To select, hire, evaluate, promote, qualify, demote, suspend, discipline with proper reason, transfer, lay off, recall, or discharge with a proper reason;
- b) To relieve employees from duty because of lack of work;
- c) To determine the size of its workforce, including deciding whether to fill vacant positions;
- d) To transfer, assign, and reassign the work of Employees;
- e) To determine job content, scheduling and the amount and types of work needed;
- f) To decide the processes and types, kind and amount of tools, machinery and equipment to be used, types and quantity of products to be made, quality of material

and workmanship required;

- g) To determine selling prices of products, the work to be contracted out or purchased, including but not limited to parts or components, method of making and selling products;
- h) To control, direct, form, discontinue, consolidate or reorganize any department and designate work to be subcontracted, select subcontractors and subcontract such work or operations;
- i) To determine the personnel to be employed in supervisory, clerical positions;
- j) To expand, reduce, alter, or discontinue all or any part of its business operation;
- k) To introduce improved or different methods of operation;
- l) To direct the work force; and
- m) To install or remove equipment or make technological improvement, including labor-saving devices or machines regardless of whether or not such action causes: (i) a reduction in the number of employees, (ii) a transfer of employees or (iii) the elimination of bargaining unit titles or jobs, or requires the assignment of additional or different duties.

Section 2. It is agreed that the reserved management rights as set forth in this Agreement, including the foregoing, shall not be subject to arbitration or impairment by an arbitration award under this Agreement except as set forth in Section 3 hereof.

Section 3. It is agreed that timely grievances brought and handled in accordance with the grievance procedure which concern the discipline or discharge of an employee who has completed his/her probationary period and the grievances concerning the denial of wages or pay in keeping with the wage provisions hereof, vacation or holiday benefits as provided herein; overtime pay, seniority rights, or hours of work as provided herein shall be subject to arbitration under the terms of the grievance and arbitration provisions but subject to the limitations herein. Discharge cases will go immediately to Step 3 of the grievance procedure.

Section 4. Rules: The Company shall have the right to make and enforce reasonable rules and regulations governing its operations, the manner and method of performing the work, the quality standard and production standards that it requires, the safety standards that it requires and attendance and any other matter so long as such rules and regulations are not in conflict with this Agreement. The Company shall have the right from time to time to change, alter, or add to such rules. Such rules will be enforced and in effect upon being posted in the plant and a copy of such rules, when posted, shall be furnished to the Union.

Section 5. Any employee who fails or refuses to abide by the rules and regulations prescribed by the Company, or who violates any other commonly accepted practices of good conduct developed through industrial jurisprudence, shall be subject to disciplinary action by the

Company up to and including discharge. The Union reserves the right to apply Article VII, Grievance and Arbitration, on any member who is disciplined and or discharged without proper reason.

ARTICLE VII GRIEVANCE AND ARBITRATION

Section 1. Should an employee covered by this Agreement claim to have a complaint involving the interpretation or operation of this Agreement as applied to him, it shall be taken up and disposed as provided in Step 1 following:

- Step 1.** Within five (5) working days from the date the alleged grievance occurred, the employee, who will be accompanied by a steward, shall take the matter up with his/her immediate supervisor. The supervisor shall make his/her disposition of the matter prior to the completion of the next five (5) regular working days.
- Step 2.** Should the disposition by the employee's supervisor not be satisfactory, the grievance shall be reduced to writing (on forms provided for that purpose) and given to the Company by the Union for settlement by the head of the department involved and the Union Steward. The Union must state on the grievance form what article and section of the Agreement that the Union claims has been violated. Should they fail to settle the matter within five (5) working days, the matter shall be referred to Step 3 following.
- Step 3.** By the Business Manager of the Union, or his/her designated representative, and the President of the Company, or his/her designated representative, who shall meet at a mutually agreed upon time and place and settle any matter presented as hereinbefore mentioned. The Company will provide its Step 3 answer within thirty (30) working days after the Step 3 meeting.
 - (a) If the matter is not one subject to arbitration, the Company representative's answer shall be deemed final and binding.
 - (b) If the matter is one subject to arbitration and remains unsolved, such matter shall be referred to an impartial Arbitrator for resolution.

Section 2. Whenever time limits are set forth in this Article, they may be changed by mutual consent of the Company and the Union. Failure to respond to time limits set forth in this Article shall be deemed abandonment, unless changed by mutual written consent. Either party may request the presence of the grievant and/or any other party that may present facts relative to the case in any of the step meetings above.

Section 3. Request for arbitration of a matter which is arbitrated under the terms of this Agreement may be filed by either party, with the other, within ten (10) working days dating from receipt of the Company's written answer provided for in Step 3 above. The representative of the Company and the representative of the Union shall attempt to agree on an Arbitrator to pass upon

the matter. If they are unable to agree upon an Arbitrator, they shall jointly request the Federal Mediation and Conciliation Service (FMCS) to submit to them a list of seven (7) names from which the Arbitrator will be selected by alternately striking one (1) name each. The Union shall strike first. The person whose name remains on the list shall then be designated as the Arbitrator. Each party shall be responsible for one-half (½) of the expenses and fees of an Arbitrator designated under this Article.

Section 4. The Arbitrator shall be bound by the facts and evidence submitted to him. The decision of the Arbitrator shall be in writing and shall be final and binding upon the parties when rendered upon a matter within the authority of the Arbitrator and within the scope of matters, subject to arbitration as provided in this Agreement, and shall be void insofar as the decision exceeds the authority of the Arbitrator or passes upon matters not expressly made subject to arbitration under the terms of this Agreement.

Section 5. The Arbitrator's award shall be based upon the purpose and intent of this Agreement. The Arbitrator shall have no authority to add or delete from or modify any terms of this Agreement. No settlement of a grievance as an arbitration award shall be retroactive beyond the date the grievance occurred.

Section 6. Unless it is mutually agreed otherwise, each grievance which is subject to arbitration shall be handled by a separate Arbitrator in a separate hearing, except that grievances arising out of an identical set of facts or the same incidents may be heard together.

Section 7. Each party shall be responsible for one-half (½) of the expenses and fees of an Arbitrator designated under this Article. Each party shall bear the expense of its own representatives, of its own witnesses, and preparation and presentation of its own case. Either party may elect to have a transcript made of the arbitration hearing, and if a copy of such transcript is desired by the other party, the cost of such copy, the original, and the arbitrator's copy shall be shared equally by the parties.

Section 8. Should it be determined that an employee other than a probationary employee was disciplined or discharged without proper reason, he/she shall be restored to his/her former status, provided the Company shall have the right to credit against any back pay awarded any earnings, compensation or remuneration received by an employee from any source whatsoever during the period involved. The Company shall have thirty (30) days from the date of issuance of an arbitration award, or final judgment in the event of an appeal, to pay such award. The employee shall not be entitled to any interest on any back pay award, except that in the event that the Company does not pay the back pay within thirty days (30), interest shall accrue on the award from the date of the award or final judgment, as applicable. For purposes of this Section, "proper reason" shall be considered a lesser standard of proof than "just cause." In any proceeding involving discipline and/or discharge, the Arbitrator shall presume the discipline and/or discharge was for proper reason unless proven by a preponderance of evidence to the contrary.

ARTICLE VIII WAGES

Section 1. The wage scale of the Company by job classification shall be attached hereto and marked Exhibit "A" and become a part of this Agreement.

Section 2. All new hires will be covered under the following conditions.

- The probationary (training and evaluation) period shall be one hundred eighty (180) calendar days from the date of hire.
- Wages for the new hires are set out in Exhibit A. Employees will receive full scale of their job classification after thirty (30) calendar days.
- Health coverage shall be the only benefit in accordance with the terms of the applicable plans. All other benefit provisions effective as set out in the Agreement.

Section 3. An employee temporarily assigned to a higher classification shall, during such period, receive the rate of pay of the classification to which he/she is so assigned. An employee temporarily assigned to a lower-rated classification shall continue to receive the rate of pay of his/her regular classification.

Section 4. Wages will be paid weekly on Friday for all work performed the preceding calendar week.

Section 5. When any shift is scheduled for evening hours, the shift differential shall be fifty cents (\$.50). When any shift is scheduled for night hours, the shift differential shall be twenty-five cents (\$.25), continuous schedule (\$.25).

Section 6. Report in Pay: Any person reporting for work at their scheduled starting time shall receive a guarantee of four (4) hours' work, unless the employee had been notified not to report before the expiration of his/her previous work shift. This provision shall not apply to those situations beyond the control of the Company, such as power failures, power curtailments, natural catastrophes or acts of God.

Section 7. In the event the Company establishes a new classification which consists of work not currently being performed in any existing classification, or changes or reassigns the duties and responsibilities of one or more existing, or establishes a new classification or department which consists in whole or part of the duties and responsibilities of one or more existing classifications or departments, the parties shall meet for the purpose of attempting to establish rate ranges of the resulting changes or new classifications. If the parties are unable to agree at such meeting, the Company may place its proposal into effect and the Union may, within ten (10) working days thereafter, refer the dispute as a grievance to Step 3 of the grievance procedure and, if not resolved, to arbitration. In the event that any of the circumstances covered by the first sentence of this Section occurs and the Company fails to make a proposal to the Union, the Union may, after advising the Company of its intentions, refer the matter as a grievance to Step 3 of the grievance procedure and, if not resolved, to arbitration. Whether originally initiated by the Company or the Union, if the action of the Company in setting the wage rate is determined through

the grievance and arbitration procedure to be improper, it shall be changed either as agreed by the parties or ordered by the Arbitrator. Any adjusted rate range and the individual rate of the employee shall be applied retroactively to the date the Company placed the job into effect.

In arriving at new rates in accordance with Section 2 above, the following shall govern, whether applied by the parties themselves in negotiations or by an Arbitrator:

- (a) The wage rates shall contain a minimum and maximum with an automatic progression schedule so that an individual will progress within a maximum fixed time to the maximum rate of the classification. The individual need not be slotted at the minimum of the range, but will be placed in the range depending upon his/her ability.
- (b) All rates will be made retroactive to the date the Company placed the job into effect.
- (c) The rates set shall bear an appropriate relationship to the rates of classifications covered by this Agreement, taking into consideration the new or changed duties and responsibilities of the job.

ARTICLE IX HOLIDAYS

Section 1. The Company agrees to recognize ten (10) holidays as follows:

Christmas Eve	4 th of July
Christmas Day	Labor Day
New Year's Day	Thanksgiving Day
Good Friday	Friday After Thanksgiving
Memorial Day	Floating

Section 2. Any employee who has completed thirty (30) calendar days of employment, and who has worked all of his/her last scheduled workday preceding and all of his/her first scheduled workdays succeeding the holiday, shall be entitled to eight (8) hours' pay for such holiday, even though no work is performed. The requirement that employees work the day before and the day after the holiday shall be without exception unless excused in writing by the Company in advance.

Section 3. Holiday work is not mandatory, but if the employee volunteers to work on said holiday and fails to do so, he/she shall not be eligible for holiday pay. If an employee volunteers to work on a holiday and does so, the employee will be paid holiday pay plus two (2) times the basic hourly rate for all hours actually worked. The requirement to work the entire scheduled day before and after will not apply for employees who perform work on a holiday. When it is necessary to work on a holiday, the employees who volunteer must have the ability and qualifications to perform the work needed. When it is necessary to work on a holiday, the employees on the job shall have preference for all holiday work.

Section 4. An employee who has performed no work for the Company during the ten (10) day period preceding a holiday as a result of a leave of absence or as a result of a layoff shall not be entitled to holiday pay.

Section 5. Should a holiday fall on a Saturday, the holiday shall be celebrated on the preceding Friday, or the succeeding Monday for a holiday falling on Sunday.

Section 6. If an employee fails to work on a scheduled calendar Saturday or Sunday, it shall affect his/her eligibility for holiday pay. When an observed paid holiday falls on a Monday or Friday, the employee shall not be assigned work on the Saturday or Sunday after this Friday or on the Saturday or Sunday before this Monday, provided that this provision shall not excuse or prevent an employee from being assigned to and working the two or three weekends in a calendar month as described in Article III, Section 2.

Section 7. When an employee works a continuous schedule and volunteers to work on a holiday, the employee will be paid double time for the hours actually worked and twelve (12) hours of straight-time pay for the holiday. For holidays that fall on a scheduled workday, the employee will receive twelve (12) hours of straight-time pay for the holiday, even though no work is performed: the employee must work the entire scheduled day before and after the holiday to receive such pay. For employees working a continuous schedule and the holiday falls on a non-scheduled workday, the employee shall be entitled to eight (8) hours of straight-time pay for the holiday, even though no work is performed. The employee must work the entire scheduled workday before and after the holiday to receive such pay.

Section 8. When an employee works on a schedule of four (4) ten (10) hour days and the work week includes a paid holiday(s), the Union and the Company agree to meet to discuss the issue.

ARTICLE X VACATIONS

Section 1. The established vacation year is the calendar year, January 1st through December 31st each year. Vacations are accrued based on an employee's length of service and time worked during each year. For purposes of this section only, "time worked" shall include vacations, holidays, bereavement leave, military leave, time off due to an approved workers' compensation leave up to three months, time off for approved short-term disability leave for up to three months, furloughs of less than three months (does not include layoffs), and temporary plant shutdowns of no more than a week.

Section 2. Full-time employees will accrue paid vacation according to the following schedule:

<u>Service Periods</u>	<u>Paid Vacation</u>
0-3 Year(s) of Service	10 days/80 hours
4-9 Years of Service	15 days/120 hours
10-19 Years of Service	20 days/160 hours
20+ Years of Service	25 days/200 hours

Section 3. Employees who feel there is a discrepancy in the calculation of their vacation pay or eligibility may request a review of that calculation by the Personnel Department.

Section 4. Vacation pay will consist of the employee's current rate of pay at the time such vacation is paid.

Section 5. Employees must submit vacation schedules on the ADP application by January 31st of each year. A vacation request must be submitted on the ADP application (or comparable application designated by Management). Management reserves the right to schedule when some or all vacations must be taken. Supervisors are responsible for ensuring adequate staffing levels and should attempt, when feasible, to promptly resolve vacation scheduling conflicts based on seniority. However, employees who want to change their vacation plans or submit requests after January 31st will be honored on a first-come, first-served basis.

If the Company approved a paid vacation day for an employee on a Friday or on a Monday, the employee shall not be assigned work on the Saturday or Sunday after this Friday or on the Saturday or Sunday before this Monday, provided that this provision shall not excuse or prevent an employee from being assigned to and working the two or three weekends in a calendar month as described in Article III, Section 2.

Section 6. Those who are entitled to a vacation of more than two (2) weeks normally may only take a maximum of two weeks consecutively, with the balance to be taken separately as full weeks or as individual days in accordance with the last paragraph of this Section 6. No vacations of less than a full day will be granted. Requests for single day vacations pertaining to weekend work must be made prior to the posting of the weekly schedule (Wednesday at 3:00 p.m.) Employees may schedule vacations on a single day basis upon approval by the employee's supervisor based on business needs.

12-Hour Continuous Shifts: For employees on a 12-hour continuous shift, daily vacations, when granted, will be paid as twelve (12) hours (which equates to one and one-half (1½) regular days of vacation). Employees working continuous 12-hour schedules will be paid forty (40) hours when taking a week's vacation.

Section 7. Employees may carry over from one calendar year to the next a maximum of one (1) week of vacation entitlement. All such carried over vacation may be taken from January 1st through June 30th. Any unused carried over vacation not used by July 1st will be paid to the employee, the first pay period following July 1st. The only exceptions will be vacations scheduled and approved to occur after July 1st; any such scheduled vacation must be taken by September 1st. An employee will only be entitled to a maximum of one (1) week of vacation pay per year for vacation time which an employee elects not to take. Employees who have accrued four weeks of vacation may elect to be paid out up to two (2) weeks of vacation in lieu of taking it.

Section 8. Employees who give proper notice of a resignation or who are laid off for more than thirty (30) days will receive vacation pay for any unused vacation accrued at the time of termination or layoff. If an employee dies, pay for accrued and unused vacation will be paid in a lump sum to the employee's estate.

Section 9. If a paid holiday or paid bereavement leave falls within an employee's vacation period, the employee does not have to use his/her vacation for the holiday. No allowances will be made for sickness or other compensable type of absence occurring during a scheduled vacation.

Section 10. The Company reserves the right to close the plant for two (2) weeks' vacation each year and the Company shall select the time of shutdown. There will be forty-five (45) days' advance notice of any such shutdown.

ARTICLE XI BEREAVEMENT AND JURY DUTY

Section 1. An employee who is required to be absent from work in order to attend the funeral of a member of the employee's immediate family, as defined in Section 2 herein, will be paid up to a total of three (3) days' pay to be computed at eight (8) or twelve (12) times his straight-time hourly rate. Such pay shall not be payable unless the employee attends the funeral. Employees may take up to 3 days off during the seven-day period preceding or following the funeral.

Section 2. The immediate family includes, but is limited to, the employee's husband or wife, child, brother, sister, father, mother, mother-in-law, father-in-law, step-children, step-parents, grandparents, significant other and grandchildren. Proof of death will be required in order for the employee to qualify for the bereavement pay.

Section 3. JURY DUTY: The Company will pay the difference between the jury duty pay and lost wages (not to include overtime that might have been worked). Proof of jury duty attendance and jury duty earnings must be submitted for payment.

ARTICLE XII SAFETY AND HEALTH

Section 1. The Company and the Union will work out a procedure for the establishment of a Plant Safety Committee composed of Company and Union representatives. The Safety Committee shall meet at least once a month for the purpose of providing overall guidance with the Company Safety Program. The Company agrees to carefully consider and act upon any recommendations made by the Committee for the correction of any unsafe conditions.

Section 2. The wearing of safety shoes with metatarsal protection and safety glasses with side shields is a requirement of employment for any temporary or permanent employee. The Company will reimburse all employees up to one hundred and fifty dollars (\$150) toward a pair of ASTM 75 approved safety shoes with metatarsal protection if the employee provides the Company with a satisfactory receipt of purchase. The Company shall provide such reimbursement every year within thirty (30) days of the employee providing the Company a satisfactory receipt of purchase. Safety glasses will be furnished by the Company. In cases where employees require prescription glasses, including bifocals, the Company will furnish the first pair and additional pairs if they are damaged during the normal course of work through no negligence or careless or improper use by the employee. The Company will also replace an employee's prescription safety glasses if there are changes in the employee's prescription, but only once every two (2) years at the most for changes in the employee's prescription. The Company will provide an employee with

reasonable and customary cost associated with an eye exam and prescription safety glasses by a provider approved by the Company.

Section 3. The Employer agrees to furnish protective shields, clothing, goggles, tools such as screwdrivers, protractors, square, small ball peen hammer and other tools of this type where the Company deems necessary. This does include precision tools required by machinists and tool and die makers, when such tools are deemed necessary by the Company. The Company will provide rubber aprons and boots where required to protect clothing. The employees shall be responsible for all tools and protective equipment placed in his/her or her care. The Company will continue the present practice of replacing tools that are worn out or damaged on the job.

Section 4. It is recognized by Management and the Union that plant safety is vital to the welfare of all Penn Aluminum employees. Accordingly, in order to emphasize the importance of everyone's responsibility for an effective safety program, it will be necessary for all employees to wear safety devices where instructed; therefore, any employee who reports to work without necessary safety devices shall not be permitted to work until such safety violation is corrected. The employee will be permitted to leave the workplace by checking in and out on his/her time card to replace the device or, in the case of safety glasses, these shall be replaced if the employee executes to the Company an authorization for check-off, indicating appropriate cost.

ARTICLE XIII BULLETIN BOARDS

Union notices stating the time and place of Union meetings, Union elections, results of Union elections and appointments, Union social affairs and Union dues, fines or assessments may be posted upon bulletin boards provided for this purpose by the Company. No notice shall contain political matter or any matter reflecting upon the Company, the Union or any of the employees. Such notice must be approved by the Personnel Manager of the Company or his/her designated representative prior to being posted by a designated member of the Union.

ARTICLE XIV NO STRIKE-NO LOCKOUT

Section 1. The Union agrees that during the period specified in XX of this Agreement neither the employee nor the Union will cause, permit or instigate any strike, slow down, suspension of work, sympathy strike or other concerted stoppage of work or interruption of production ("Work Stoppage").

Section 2. The Company agrees that during the term of this Agreement there shall be no lockout, so long as there is no breach of Section 1, above. A layoff or shutdown will not be construed as a lockout. Disputes that might arise between the Company and the Union resulting from the interpretation or application of the provisions of this Agreement shall be handled in the manner provided for therein.

Section 3. The Union agrees to support the Company in maintaining operations, including: promptly advising the Company that any Work Stoppage is unauthorized; declaring publicly that such action is unauthorized, if questioned; and promptly ordering its members to return to work

notwithstanding the existence of any wildcat picket line. Any employee who participates in or promotes a Work Stoppage may be disciplined up to and including discharge. The Union recognizes that the Company is engaged in a competitive business that to a considerable extent depends on customer satisfaction with timely service, thus Work Stoppages would cause irreparable damage to the Company.

ARTICLE XV PART-TIME EMPLOYEES

The Company reserves the right to hire part-time employees based on business needs. Part-time employees are those scheduled less than thirty hours per week. Part-time employees are not eligible for medical, dental, vision, life insurance, AD&D benefits, retirement benefits or any other benefits; except, they will be eligible for pro-rata vacation and holiday benefits based on their schedule and hours worked. The Company agrees that the part-time employees will be part of the bargaining unit. However, the Company agrees that number of part-time employees shall not exceed 15% of the union workforce.

ARTICLE XVI OVERTIME BONUS PROGRAM

Minimum OT Hours	100 hours
Seniority	Rate per OT HR
0-3 years	\$.75
3-10 years	\$ 1.50
>10-19 years	\$ 2.00
>19 years	\$ 2.50

The overtime bonus will be paid by the end of February following the year in which the bonus is earned. In order to be eligible for the overtime bonus, the employee must be employed as of December 31 in the year in which the bonus is earned.

ARTICLE XVII BARGAINING

Each party shall be responsible for paying for its own bargaining committee members' time spent in bargaining a renewal or new Agreement. The Company shall have no obligation to pay for the union bargaining committee members' time spent in such negotiations. The parties agree to split equally the other costs associated with bargaining, such as room rental fees.

ARTICLE XVIII CONFLICT WITH EXISTING LAWS

In the event that any Federal or state law or regulation directly or indirectly affects any provision of this Agreement, the parties thereupon shall seek to negotiate substitute provisions which will conform to said laws and regulations. Otherwise, this Agreement shall remain in full force and effect.

**ARTICLE XIX
SCOPE OF AGREEMENT**

Section 1. It is agreed that these written amendments reflect the Agreement between the Parties. Amendments, clarifications, or Exhibits of this Agreement mutually agreed upon shall be reduced to writing, attached to and shall become a part of this Agreement.

Section 2. The parties acknowledge that, during the negotiations which resulted in this Agreement, each has had the unrestricted right and opportunity to present demands and proposals with respect to any matter subject to collective bargaining. Therefore, the Company and the Union freely agree that, during the term of this Agreement, neither party shall be obligated to bargain with respect to any matter subject to collective bargaining. Therefore, the Company and the Union freely agree that, during the period of this Agreement, neither party shall be obligated to bargain with respect to any matter or subject not covered or referred to in this agreement nor with respect to any matter or subject referred to in this Agreement except in the manner specified herein.

**ARTICLE XX
DURATION, TERM OF AGREEMENT**

This Agreement entered into between Penn Aluminum International, Murphysboro Extrusion Plant, and Local Union 702 of the International Brotherhood of Electrical Workers is for the purpose of modifying an Agreement between the Company and the Union. The term of this Agreement shall be from March 13, 2023 through September 30, 2025, and for successive one (1) year periods unless terminated as hereinafter provided.

In the event either party wishes to terminate or modify this Agreement, written notice of such intention shall be given sixty (60) days prior to the expiration date of this Agreement by certified mail. If the parties fail to arrive at an agreement with respect to a modification proposed by the Company or the Union, the Union may strike and/or the Company may lock out employees, except that under no circumstances will the Union strike or the Company lockout prior to September 30, 2025.

IN WITNESS HEREOF the parties hereto have executed this Agreement under their respective names and by their authorized representatives to be effective March 13, 2023.

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO,
LOCAL 702

PENN ALUMINUM INTERNATIONAL

By: _____
Steven Hughart, Business Manager

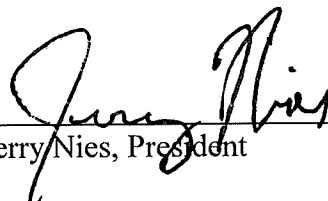
By:  _____
Jerry Nies, President

EXHIBIT "A"
JOB CLASSIFICATIONS

	<u>3/13/2023 (4%)</u>	<u>1/1/2024 (4%)</u>	<u>1/1/2025 (5%)</u>
MAINTENANCE			
Maintenance M/E	26.94	28.02	29.42
Maintenance A	24.96	25.96	27.26
Maintenance B	21.84	22.71	23.85
Maintenance C	20.36	21.17	22.23
Utility	18.64	19.39	20.36

However, the Maintenance employees, while on a regular continuous workweek schedule of twelve (12) hours a day, will receive the following straight-time hourly wage rates (instead of the above rates in this Exhibit "A" of this Agreement), because there is overtime only after forty (40) hours of work in such a workweek:

	<u>3/13/2023 (4%)</u>	<u>1/1/2024 (4%)</u>	<u>1/1/2025 (5%)</u>
Maintenance M/E	26.94	28.02	29.42
Maintenance A	24.96	25.96	27.26
Maintenance B	21.84	22.71	23.85
Maintenance C	20.36	21.17	22.23

EXTRUSION DIE SHOP

Corrector A	21.68	22.55	23.68
Corrector B	20.39	21.21	22.27
Corrector C	20.07	20.87	21.91
Corrector D	19.75	20.54	21.57
Assembly	18.64	19.39	20.36

PRESS DEPARTMENT

Press Operator	20.49	21.31	22.38
Press Crewman	18.64	19.39	20.36
Forktruck Operator	18.64	19.39	20.36

TUBE MILL

Draw Die Set-up A	20.39	21.21	22.27
Draw Die Set-up B	20.07	20.87	21.91
Draw Die Set-up C	19.75	20.54	21.57
Draw Die Set-up D	19.33	20.10	21.11
Machine Operator	18.64	19.39	20.36
Degreaser/Dip and Spin	18.64	19.39	20.36
Packer	18.64	19.39	20.36
Forktruck Operator	18.64	19.39	20.36

	<u>3/13/2023 (4%)</u>	<u>1/1/2024 (4%)</u>	<u>1/1/2025 (5%)</u>
CONDUIT			
Machine Operator	18.64	19.39	20.36
BENCH			
Drawbench Operator	20.49	21.31	22.38
Machine Operator	18.64	19.39	20.36
FABRICATION			
Machine Operator	18.64	19.39	20.36
Packer	18.64	19.39	20.36
SHIPPING			
Loader	18.64	19.38	20.36
Billet Saw	18.64	19.38	20.36
SHAPE PACKING			
Machine Operator	18.64	19.39	20.36
Packer	18.64	19.39	20.36
NEW HIRE WAGES	16.64	17.31	18.18

Leadperson/Trainer pay is to be 10% over the highest paid position they lead.

Increases will go into effect on the first pay period in January of each year. These wage increases are in effect for the dates set out in the Agreement only. There will be no wage increases after the expiration of the Agreement, except as provided in any subsequent collective bargaining agreement between the parties. These are minimum wage rates. The Company reserves the right to increase any of these rates during the term of the Agreement due to business needs after discussion and input from the Union.

EXHIBIT “B” COMPANY BENEFIT PLANS

Section 1. The current Marmon B and the Marmon D health insurance plans at the current rates and current cost share will remain in effect through December 31, 2023. Effective January 1, 2024, the Company will make two health care options sponsored by Marmon – a Preferred Provider Organization (PPO) Plan and a High-Deductible Health Plan (HDHP) – available to each eligible bargaining unit employee and their eligible dependents pursuant to the terms of such plans. Annual changes made by Marmon to the design of the health care options, and the premium renewal rates and spousal surcharges under these options, will automatically apply to bargaining unit employees and their eligible dependents.

The Company shall offer the following coverage tiers for each plan:

Coverage Tier
Employee Only
Employee + Child(ren)
Employee + Spouse/Domestic Partner
Family

Set out below is the employee cost share percentage of the total premium equivalent determined for each plan as set by the Plan Administrator, except that the Company shall comply with the affordability requirement of the Affordable Care Act (ACA) to the extent that it continues to be applicable and in effect.

PPO

Coverage Tier	2024 % of Premium Equivalent	2025 % of Premium Equivalent
Employee Only	20	21
Employee + Spouse/Domestic Partner	20	21
Employee + Child(ren)	20	21
Family	20	21

HDHP

Coverage Tier	2024 % of Premium Equivalent	2025 % of Premium Equivalent
Employee Only	TBD based on maximum provided under ACA	TBD based on maximum provided under ACA
Employee + Spouse/Domestic Partner	20	21
Employee + Child(ren)	20	21
Family	20	21

In the event that the affordability requirement under the ACA is amended or repealed, the employee cost share percentage will be automatically increased to reflect the impact of such amendment or repeal.

In the event that the premium equivalent set by the Plan Administrator increases more than 8% in a year from the premium equivalent set by Plan Administrator for the prior year, the Company will cover the difference over 8% for that year.

Spousal surcharge for 2024:

- PPO – \$115/month
- HDHP – \$90/month

For 2024, for employees enrolled in the Marmon HDHP Plan, the Company will contribute the following to such employees' HSA:

- Up to \$750 annually for employee-only coverage
- Up to \$1,500 annually for family coverage (employee +1 or more).

HSA Funds are deposited into such participants accounts on a quarterly basis (March 31, June 30, September 30 and December 31). Typically, funding will be made within two (2) weeks of the end of each quarter. Employer contributions shall be prorated based on eligibility date.

The Union shall select a committee of four (4) union members to accompany a Union Representative and/or Business Manager who the Company shall meet with upon request during the Company's annual open enrollment period to discuss the Company's open enrollment guide.

Section 2. Dental Benefits. Beginning in 2024, the Company will make a dental plan sponsored by Marmon available to each eligible bargaining unit employee and their eligible dependents pursuant to the terms of such plan. Annual changes made by Marmon to the design of the plan, and the premium renewal rates under such plan, will automatically apply to bargaining unit employees and their eligible dependents.

The employee cost share percentage will be 50% of the total premium equivalent determined for the plan as set by the Plan Administrator.

The Company will offer the following coverage tiers for the plan:

Coverage Tier
Employee Only
Employee + Child(ren)
Employee + Spouse/Domestic Partner
Family

Section 3. Vision Benefits. The Company will make available a vision insurance plan to each eligible bargaining unit employee and their eligible dependents pursuant to the terms of such plan. Employees electing vision coverage shall be responsible for the entire cost of such coverage. Annual changes made to the design of these plans and premium renewal rates will automatically be incorporated into the plan being offered to employees.

Section 4. Approved Leaves of Absence and Layoff. During a period of approved leave of absence, including occupational or non-occupational illness or injury, employees are eligible to continue on the benefits in which the employee is enrolled and be responsible for the employee share of contributions for medical, dental and vision coverage for up to six (6) months. After six (6) months, benefits as an active employee would end (medical, dental, vision, STD, life/AD&D insurance and FSA) pursuant to the terms of each Plan. Employee may continue medical, dental and vision coverage under COBRA. FSA claims incurred prior to the termination date must be submitted for reimbursement within ninety (90) days of termination date. Employees who continue to be deemed disabled under the Plan may be eligible for LTD. Life insurance may be continued through the conversion option in the Plan. Certain employees may qualify for life insurance waiver of premium pursuant to the terms of the Plan. Employees must contact vendor representatives for information regarding post-termination benefits.

In the event of layoff or termination, medical, dental and vision benefits end on the last day of the month worked after which COBRA will be offered. All other health and welfare benefits will end on the day of termination.

Employees on workers' compensation and unpaid non-occupational medical leave must send a check or money order for employee's share of the contributions toward the cost of coverage to the corporate office monthly to continue medical, dental and/or vision coverage, as applicable. After thirty (30) days of non-payment, medical, dental and/or vision coverage (as applicable) will be terminated and COBRA will be offered.

Section 5. Short Term Disability (STD). The Company will provide employees a short-term disability benefit plan, pursuant to the terms of such plan as it may be amended from time to time.

Section 6. Long Term Disability (LTD). The Company will provide employees a long-term disability benefit plan, pursuant to the terms of such plan as it may be amended from time to time.

Section 7. Life Insurance and AD&D. The Company will provide a Life Insurance Benefit and AD&D Benefit at no cost to the employees for each of its employees pursuant to the terms of such insurance policy. The coverage amount will be up to 1x the employee's base salary, rounded up to the nearest \$1,000, subject to the terms of the Plan. The Company will also offer voluntary employee-paid life insurance for employees and dependents.

Section 8. The benefits contained in this Agreement are for the duration of this Agreement only, and do not constitute agreement on future benefits beyond the expiration of this Agreement, the terms of which are subject to negotiation at that time.

EXHIBIT “C”
HOURLY EMPLOYEES RETIREMENT/401(K) PLAN

As soon as administratively practicable, the Company will offer eligible bargaining unit employees the opportunity to participate in the Marmon Consolidated Retirement Plan (“MCRP”), a qualified retirement plan with a 401(k) feature that complies with the Employment Retirement Income Security Act of 1974 (ERISA). Marmon will administer MCRP, select the investment options and determine plan design. Plan design changes that apply to non-represented employees will automatically apply to represented employees.

Effective as soon as administratively practicable after the ratification of the Agreement, employees shall not be eligible to make after-tax contributions to the 401(k) and instead, eligible active bargaining unit employees shall be eligible to make Roth contributions to the same extent as 401(k) contributions are permitted. The definition of “disability” is as set out in MCRP.

COMPANY MATCH

Effective as soon as administratively practicable after the ratification of the Agreement, the Company will match thirty percent (30%) of an employee’s pre-tax and Roth contributions made during the plan year, up to six percent (6%) of the employee’s eligible compensation as defined in MCRP. Matching contributions will be made as provided in MCRP.

RETIREMENT CONTRIBUTION

Retirement contributions per employee paid by the Company:

Effective January 1, 2023	\$0.70 per eligible hour
Effective January 1, 2024	\$0.75 per eligible hour
Effective January 1, 2025	\$0.80 per eligible hour

Company retirement contributions will be based on hours worked (straight and overtime), including, vacation hours paid and holiday hours paid.

Employees shall be eligible for retirement contributions the first of the month after completion of six (6) months of service with the Company.

A participant shall be eligible for a vested retirement and matching account after the completion of at least 3 years of vesting service.

The rights of Plan Participants shall be determined in accordance with the terms of the Plan, as the Plan shall be amended by the Plan Administrator in its discretion.

Nothing in this Agreement constitutes agreement on future benefits beyond the expiration of this Agreement, the terms of which are subject to negotiation at that time.

HEALTH CARE INSURANCE BENEFIT

THIS SECTION WILL APPLY TO 2023 ONLY

The Marmon B and the Marmon D health insurance plans will be in effect and will be made available, in the alternative, to each eligible bargaining unit employee and their eligible dependents. The employee cost share percentage will be 25% of the cost of the insurance premium charged to the Company for both plans, except that the Company will comply with the affordability requirement of the Affordable Care Act (ACA) to the extent that it continues to be applicable and in effect.

In the event that the affordability requirement under the ACA is amended or repealed, the employee premium will be automatically increased to reflect the impact of such amendment or repeal. For example, in the case of repeal, the premium will be increased to 25% of the premium charged to the Company under this Plan for that level of coverage.

The yearly premium increases beginning in 2018 shall be capped at a 10% increase per year.

If an employee's health insurance has been converted to COBRA-continuation coverage or canceled or discontinued, the employee's health insurance can be reinstated only after the employee regularly works a minimum of thirty (30) hours per week.

DENTAL INSURANCE

For 2023, the Company will provide the same dental coverage for the bargaining unit employees as it provided to the salaried employees, under which:

- Employees pay the full premium;
- The premium is based on participation levels in the plan; and
- The deductible and plan maximums are based on participant levels in the plan.

TERMINATION OF INSURANCE

Insurance will terminate on the earliest of the following dates:

- (a) The date the plan is terminated;
- (b) The date the plan is amended to terminate the insurance of a class of employee of which you are a member;
- (c) With respect to any insurance for which you cease to be a member of the class or classes of employees eligible for such insurance, the date of cessation of such membership;

The date your active employment with Penn Aluminum is terminated (except that beginning in 2024, under the PPO/HDHP plans medical/dental/vision benefits terminate at the end of the month of termination), except that Penn Aluminum, in accordance with such uniform rules as may be adopted, may elect to consider you as remaining in active employment for purposes of insurance as follows:

- (d) After authorized leave of absences for any reason; after six (6) months (medical, dental, vision, STD, life/AD&D insurance and FSA) pursuant to the terms of each Plan.

RIGHT TO CONTINUE HEALTH INSURANCE COVERAGE:

The Group Health Insurance Plan is covered by the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). Details to this provision can be found in the Group Health Plan document.

EXHIBIT "D"

It is agreed that the Company will not have more than two (2) full-time, salaried Die Correctors and two (2) full-time, salaried Maintenance Mechanics/Electricians at present business levels. In the event that business levels increase, or the need arises to expose a new Die Corrector or a new Maintenance Mechanic/Electrician to the Company's products and/or equipment due to a pending absence or termination of an incumbent, the Company may add an additional Die Corrector and Maintenance Mechanic/Electrician.

**EXHIBIT “E”
NEW HIRES SUMMARY**

ON HIRE

- As soon as practicable after commencement of the 2023 Agreement, immediately eligible to participate in the Marmon Consolidated Retirement Plan (“MCRP”)
- As soon as practicable after commencement of the 2023 Agreement, immediately eligible for employer match under MCRP
- Beginning in 2024, eligible to participate in Marmon HDHP/PPO health insurance plans,
- Beginning in 2024, eligible for STD, LTD and Life/AD&D Insurance Plans pursuant to the terms of the Plans.

30 CALENDAR DAYS AFTER HIRE:

- For 2023 only, health insurance, STD and LTD becomes effective.
- For 2023 only, life insurance and AD&D becomes effective.
- Wages at 100% of scale.
- Eligible for paid holidays.

180 CALENDAR DAYS AFTER HIRE:

- Probationary period ends (training and evaluation)

**BEGINNING FIRST OF THE MONTH, ON OR FOLLOWING SIX MONTHS AFTER
DATE OF HIRE:**

- Eligible for retirement contributions under MCRP.