

AGREEMENT
between
PENN ALUMINUM
INTERNATIONAL, LLC MURPHYSBORO PLANT
Employer
and
LOCAL UNION 702
of the
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS,
AFL-CIO
Effective from December 15, 2016 to
December 14, 2020

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AGREEMENT

THIS AGREEMENT is entered into this 12th day of December, 2011 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." The expression "HE" as defined in the agreement is intended to be generic and therefore implies "HE and/or SHE."

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 4. 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, all employees on such a schedule shall work in accordance with only Exhibit Z of this Agreement. Prior to instituting such a continuous schedule, there will be a bid process for the affected jobs, as under the Agreement expiring December 14, 1999. The regular shift hours for such a continuous schedule shall be from 7:00 a.m. to 7:00 p.m. and from 7:00 p.m. to 7:00 a.m.

The regular work schedule of a particular department will not be changed by the Company more than four (4) times per contract year (from December 15th through December 14th). 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 5. 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 Article III, Section 2. 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 work on the Sunday if the employee does not work his 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 last scheduled shift, he will be paid for four (4) hours at his 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. The Extrusion Department will schedule breaks as approved 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 twenty (120) working days of employment. During said period, such employee may be separated by the Company for any cause without recourse to the grievance procedure set forth herein. If an employee is retained beyond the probationary period, his 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 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 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 will then be placed on an available (open) job that he has previously held by bid or is fully qualified to perform within his department. Should such an opening not exist, he will then replace the least senior employee in any department. An employee may not bump outside his department unless all available openings are filled. In the event the displaced employee fails to have the qualifications necessary to bump within his department, he will then exercise his plant seniority to replace the least senior employee in any department. He must occupy a position he has previously held by bid or has previously qualified to perform. If the employee cannot perform the job within two (2)* days, he will then replace the least senior employee of the plant (on his 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 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 2½ or more 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 in the employee's same job classification.
- (b) The following job classifications shall not be biddable:

Maintenance

- Maintenance M/E
- Maintenance A
- Maintenance B

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 shift.

Before the Company demotes such an employee due his 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 will be the employee's performance on a test.

Section 3. An employee shall be considered terminated and his seniority lost (a) if he quits; (b) if he has three (3) consecutive days of "no-call, no-show"; (c) if he is discharged for cause; (d) if he 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 fails to report to work at the expiration of a leave of absence; or (f) if he performs no work for the Company for a period exceeding six (6) consecutive months for probationary employees and employees with less than one (1) year of seniority; one (1) year for employees with one (1) year, but less than two (2) years of seniority, and two (2) years for employees with two (2) or more years of seniority. For employees hired after March 1, 1982, one year maximum or recall rights will apply. 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 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 may 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. If this time exceeds fifteen (15) working days, the awarded employee will be paid his new awarded rate, if higher, fifteen (15) working days 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 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 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 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 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 qualifications and ability. When an employee displaces another employee as in a reduction in force, an employee must be able to step in and perform the job at normal production levels

within two (2) days. If an employee cannot perform this job within the two days, he may occupy an available job that he has held previously, by bid or is fully qualified to perform within his department, then may exercise his 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 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 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 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 regular job.

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

Shipping	Die Shop
Tube Mill	Maintenance
Fabrication	Shape Packing

Press

Section 10. An employee shall have departmental seniority in only one (1) department at the same time, unless he has been reduced from a department and is working in another department while awaiting recall to his 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 is recalled to his former department. If he accepts such a bid, he forfeits departmental seniority in his former department. When recalled, if he declines to return to his former department, he shall forfeit departmental seniority in his former department. If he has not been recalled to his former department within twelve (12) months, he shall forfeit departmental seniority in his former department.

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

Section 12. Leadperson/Trainer: A Leadperson/Trainer will be permitted at management's discretion in each department. A Leadperson/Trainer will be chosen from and shall remain an hourly employee covered by collective bargaining. His duties generally shall include responsibilities for directing the work of a group of employees on hourly jobs and includes his performing such work. His 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.

A 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 former classification within three (3) months, after that time only if the job is available. The pay for this position will be ten percent (10%) over the highest paid employee 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 or her job satisfactorily.

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

ARTICLE VI MANAGEMENT RIGHTS

Section 1. Except as otherwise specifically provided herein, the Company has and shall retain the full right of operations. Such rights of management include the right to plan, direct, control, increase, decrease, or discontinue operations, in whole or in part, to determine the products to be manufactured; to subcontract work, to change machinery, methods, and facilities, or to introduce new methods, techniques and/or machines and products; to discipline or discharge employees for just cause, to determine who it shall hire, the number of employees it shall employ at any one time, and qualifications necessary for any of the jobs it may have or may create in the future. It is expressly understood and agreed that all rights heretofore exercised by the Company or inherent in the Company as the sole owner of the business or as an incident to the management not expressly contracted away by a specific provision of this Agreement are retained solely by the Company. Any rights granted or acquired by the employee or the Union under this Agreement or during its life shall have no application beyond the term of this Agreement, or any renewal thereof, or in any of the plants in which the Company may be interested at any locations other than the location herein specified.

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 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.

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 immediate supervisor. The supervisor shall make his 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 designated representative, and the President of the Company, or his 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 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 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.

Section 8. Should it be determined that an employee other than a probationary employee was disciplined or discharged without just cause, he shall be restored to his 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.

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 and twenty (120) working days from the date of hire or the day following the completion of 720 hours worked, whichever comes first.
- Wages for the first fifty (50) working days shall be in accordance with Exhibit A. For the next fifty (50) working days the wage shall be 90% of the scale. The period remaining until his anniversary date shall be paid at 95% of scale.

Health coverage shall be the only benefit after fifty (50) working days, with all other benefit provisions effective after one hundred and twenty (120) working days.

Section 3. An employee temporarily assigned to a higher classification for more than two (2) consecutive hours shall, during such period, receive the rate of pay of the classification to which he is so assigned. An employee temporarily assigned to a lower-rated classification shall continue to receive the rate of pay of his regular classification.

Section 4. Wages will be paid weekly on Friday for all work performed the preceding calendar week. Paychecks will be available whenever possible by 1:00 p.m. on the Friday following the end of each weekly pay period. They may be picked up by employees on the afternoon and midnight shifts between 1:00 p.m. and 2:00 p.m. Any checks not picked up by employees will be given out at the end of their respective shifts. The above check distribution procedure does not apply to the day shift, who will receive their checks at the end of their shift. Employees working a continuous schedule may pick up checks, when available, on Fridays after 8:00 a.m. in the guard house, or on their next scheduled shift.

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

- (c) 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.
- (d) All rates will be made retroactive to the date the Company placed the job into effect.
- (e) 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:

	12/15/2016	12/15/2017	12/15/2018	12/15/2019	12/15/2020
Christmas Eve	12/23/2016	12/25/2017	12/24/2018	12/24/2019	12/24/2020
Christmas Day	12/26/2016	12/26/2017	12/25/2018	12/25/2019	12/25/2020
New Year's Day	01/02/2017	01/01/2018	01/01/2019	01/01/2020	--
Good Friday	04/14/2017	03/30/2018	04/19/2019	04/10/2020	--
Memorial Day	05/29/2017	05/28/2018	05/27/2019	05/25/2020	--
4 th of July	07/04/2017	07/04/2018	07/04/2019	07/03/2020	--
Labor Day	09/04/2017	09/03/2018	09/02/2019	09/07/2020	--
Thanksgiving Day	11/23/2017	11/22/2018	11/28/2019	11/26/2020	--
Friday After Thanksgiving	11/24/2017	11/23/2018	11/29/2019	11/27/2020	--
Floating	TBA	TBA	TBA	TBA	--

The former Birthday holiday will be replaced by one additional plant-wide holiday chosen by the Company (after input from the Union) so it is in conjunction with an existing paid

holiday and/or weekend to provide a longer holiday period. All other holidays may be moved by mutual agreement to provide long weekends.

Section 2. Any employee who has completed one hundred (100) working days of employment, and who has worked all of his last scheduled workday preceding and all of his 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 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 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.

Section 2. Full-time employees will accrue paid vacation according to the following schedule (annual totals will be rounded to the nearest hour):

<u>Service Periods</u>	<u>Paid Vacation</u>
First Calendar Year	.41 days/month worked
Calendar Year 2-9	.83 days/month worked (10-day max)
Calendar Year 10-14	1.25 days/month worked (15-day max)
Calendar Year 15+	1.67 days/month worked (20-day max)

Employees must have a minimum of one (1) week's vacation accrued prior to being granted vacation time and must have completed at least one (1) year of service.

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 to their supervisor by January 1st of each year. A vacation request must be completed and turned in to the supervisor. Vacation schedules must be turned in to the Personnel Department. 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 1st 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. Employees who are entitled to a vacation of two (2) weeks or less may take their full vacation at one time. 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. Employees working continuous schedules will be paid forty (40) hours when taking vacations. Daily vacations, when granted, will be paid as twelve (12) hours (which equates to one and one-half (1½) regular days of vacation).

For each employee who is entitled to up to ten (10) days of paid vacation in a year, there shall be a limit of five (5) such vacation days per year which can be taken in less than one full week increments. For each employee who is entitled to fifteen (15) or more days of paid vacation in a year, there shall be a limit of ten (10) such vacation days per year which can be taken in less than one full week increments. As an example, if an employee is entitled to two (2) weeks (10 days) of paid vacation in a year, this employee may take up to 5 days off in less than a full week increment and the remaining 5 days in full week increments; and, if an employee is entitled to three (3) weeks (15 days) of paid vacation in a year, this employee may take up to 10 days off in less than a full week increment and the remaining 5 days in full week increments. Requests for single days of vacation shall be granted consistent with Article X, Section 5, provided that such requests for the sixth (6th), seventh (7th), eighth (8th), ninth (9th) and tenth (10th) single days of vacation can only be made within 30 days before the desired day off. This language shall not apply to an employee who is on a 12 hour day or continuous schedule.

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.

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 falls within an employee's vacation period, an additional day of vacation may be granted. This additional day may be taken at the beginning or end of the employee's vacation period or at another time during the vacation year, so long as the supervisor's prior approval is obtained. No allowances will be made for sickness or other compensable type of absence occurring during a scheduled vacation.

Section 10. All employees who have completed at least one (1) year of service will be entitled to either the paid vacation described in Section 2 or a defined percentage of his earnings for the twelve (12) months preceding their vacation date, minus the amount of vacation entitlement pay received in such period, whichever is higher. Employees who have completed one (1) year of service will receive 2%. For all employees with two (2) years, but less than ten (10) years of service, the percentage will be 4%. For all employees with ten (10) years, but less than fifteen (15) years of service, the percentage will be 6%. For all employees who have completed fifteen (15) years of service, the percentage will be 8%. This calculation will be performed and any such percentage pay will be paid during the month of February for the preceding vacation year. Any percentage pay received will not increase the number of vacation days outlined in Section 2.

Section 11. 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 has completed one hundred (100) working days 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 for the two (2) days preceding and the day of the funeral based on the scheduled shift or for the day of the funeral and the two (2) days following the funeral based on the scheduled shift. Such pay shall not be payable unless the employee attends the funeral. If the funeral is held on a day in which the employee is not scheduled to work, or if either of the two (2) days preceding or following the funeral falls on days on which the employee is not scheduled to work, no bereavement pay will be payable for those specified days.

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, grandparents, 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 and safety glasses with side shields is a requirement of employment for any temporary or permanent employee. If any employee cannot wear safety shoes as evidenced by a doctor's certificate, then the employee must wear a protective shield on top of the shoes. Shoes and/or protective shields will be paid for by the employee. Effective December 15, 2008, the Company will reimburse an employee for sixty dollars (\$60.00) toward a pair of ASTM 75 approved safety shoes if they are needed by the employee and if the employee provides the Company with a satisfactory receipt of purchase, but the Company will provide such reimbursement every year. Employees can bank the amount up to two years. 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. To entitle an employee to prescription glasses and the shoe reimbursement, he must be classified as a regular, full time employee who has completed probation. 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 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 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

The Union agrees that during the period specified in Article XVII of this Agreement there shall be no strike, slow down, or suspension of work, and the Company agrees that during the term of this Agreement there shall be no lockout or acts to provoke a strike. 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. Any person or

persons who engage in a violation of this Article shall be subject to disciplinary action, up to and including discharge.

**ARTICLE XV
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 XVI
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 XVII
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 December 15, 2016 through December 14, 2020, 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 December 15, 2020. IN WITNESS HEREOF the parties hereto have executed this Agreement under their respective names and by their authorized representatives to be effective December 15, 2016.

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO

By: Steve Hughart
Steve Hughart, Business Manager

PENN ALUMINUM INTERNATIONAL

By: James Martin
James Martin, President



EXHIBIT "A"
JOB CLASSIFICATIONS

EXHIBIT "A"
JOB CLASSIFICATIONS

	12/15/2016	12/18/2017	12/17/2018	12/16/2019
MAINTENANCE				
Maintenance M/E	17.83	18.23	18.63	19.03
Maintenance A	17.45	17.85	18.25	18.65
Maintenance B	16.54	17.34	17.74	18.14
Maintenance C	16.34	16.74	17.14	17.54
Utility	14.72	15.12	15.52	15.92

However, the Maintenance employees, while on a regular continuous workweek schedule of twelve (12) hours a day, will receive the following straight-time hourly wages 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:

Maintenance M/E	20.11	20.51	20.91	21.31
Maintenance A	19.67	20.07	20.47	20.87
Maintenance B	18.73	19.13	19.53	19.93
Maintenance C	18.38	18.78	19.18	19.58

EXTRUSION DIE SHOP

Corrector A	16.38-17.57	16.78-17.97	17.18-18.37	17.58-18.77
Corrector B	16.08-16.37	16.48-16.77	16.88-17.17	17.28-17.57

Corrector C	15.78-16.07	16.18-16.47	16.58-16.87	16.98-17.27
Corrector D	14.72-15.76	15.12-16.16	15.52-16.56	15.92-16.96
Assembly	14.72	15.12	15.52	15.92

PRESS DEPARTMENT

Press Operator	16.46	16.86	17.26	17.66
Press Relief	14.02-15.66	14.42-16.06	14.82-16.46	15.22-16.86
Saw Operator	14.72	15.12	15.52	15.92
Coiler	14.72	15.12	15.52	15.92
Press Crewman	14.56	14.96	15.36	15.76
Forktruck Operator	14.72	15.12	15.52	15.92

TUBE MILL

Draw Die Set-up A	16.08-16.37	16.48-16.77	16.88-17.17	17.28-17.57
Draw Die Set-up B	15.78-16.07	16.18-16.47	16.58-16.87	16.98-17.27
Draw Die Set-up C	15.39-15.76	15.79-16.16	16.19-16.56	16.59-16.96
Draw Die Set-up D	14.72-15.38	15.12-15.78	15.52-16.18	15.92-16.58
Multi-Draw Operator	14.72	15.12	15.52	15.92
Machine Operator	14.72	15.12	15.52	15.92
Degreaser/Dip and Spin	14.29	14.69	15.09	15.49
Packer	14.17	14.57	14.97	15.37
Forktruck Operator	14.72	15.12	15.52	15.92
Scrap	14.72	15.12	15.52	15.92

FABRICATION

Machine Operator	14.72	15.12	15.52	15.92
Packer	14.17	14.57	14.97	15.37

SHIPPING

Loader	14.72	15.12	15.52	15.92
Billet Saw	14.72	15.12	15.52	15.92

SHAPE PACKING

Machine Operator	14.72	15.12	15.52	15.92
Packer	14.17	14.57	14.97	15.37

NEW HIRE WAGES

	12.41	12.41	12.66	12.66
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Leadperson/Trainer pay is to be 10% over the highest paid employee they lead.

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.

EXHIBIT “B”
COMPANY BENEFIT PLANS

The Benefit Plans for eligible employees and their eligible dependents shall not be changed after January 1, 2008 and during the remainder of this Agreement except that the Company shall have the right to make such changes as may be necessary to meet legal, corporate or governmental requirements, and there shall be no reduction in the level of benefits after January 1, 2008 and during the remainder of this Agreement as the result of such change. Said plans, as listed by title below and incorporated herein by reference, are described, governed and subject to the provisions of the actual plan documents or agreements between the Company and insurance carriers or trust companies:

Group Health Insurance
Life Insurance
Retirement Plan

Group insurance benefits provided for this Article shall be provided through a self-insured plan or group insurance policy or policies issued through insurance companies as selected by the Company. “Insurance companies” include regular life insurance companies and non-profit organizations providing life, hospital, surgical and medical benefits. If these benefits are insured by an insurance company, all benefits are subject to the provisions between the Company and the insurance companies. In the event benefits are provided on a self-insured plan, the provisions of that plan shall govern.

The parties expressly agree that the benefits incorporated herein are for the duration of this Agreement only and terminate at the expiration date of this Agreement.

EXHIBIT “C”
GROUP HEALTH INSURANCE/HEALTH CARE INSURANCE BENEFIT, ETC.

HOURLY EMPLOYEES RETIREMENT/401(K) PLAN

The Company will provide a Retirement/401(k) Plan that will be in compliance with the Employment Retirement Income Security Act of 1974 (ERISA). The plan administration, recordkeeping, investments and definitions will be determined by The Marmon Group.

Company retirement contributions will be based on eligible hours, which are hours worked, vacation hours paid and holiday hours paid. All Company contributions will be made once a year. Under the 401(k) Plan, effective January 1, 2005, the Company will match fifteen percent (15%) of an employee’s pre-tax contributions into the Plan, up to six percent (6%) of the employee’s eligible wages.

Retirement contributions per employee paid by the Company:

Effective January 1, 2017	\$0.60 per eligible hour
Effective January 1, 2018	\$0.61 per eligible hour
Effective January 1, 2019	\$0.62 per eligible hour
Effective January 1, 2020	\$0.63 per eligible hour

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

HEALTH CARE INSURANCE BENEFIT

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% 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.

LIFE INSURANCE

\$25,000 provided for each employee, effective January 1, 2017 and \$30,000, effective January 1, 2018.

DENTAL INSURANCE

As soon as practicable after this Agreement begins, 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:

- (f) The date the plan is terminated;
- (g) The date the plan is amended to terminate the insurance of a class of employee of which you are a member;
- (h) 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;
- (i) The date your active employment with Penn Aluminum is terminated, 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:
 - (1) During authorized leave of absences for any reason other than disability, but not for a longer period than four (4) weeks from the date the leave of absence begins;
 - (2) During layoff, your Weekly Disability Insurance will terminate on the date of the layoff, and other coverage may be continued but not for a longer period than the balance of the month of layoff;
 - (3) During leave of absence due to disability, but not for a longer period than three (3) months from the date disability began.

Weekly Accident and Sickness Disability:

Effective December 15, 2016 – \$255/week. Effective December 15, 2017 – \$265.00/week.
Effective December 15, 2018 – \$275.00/week. Effective December 15, 2019 – \$285.00/week.

Weeks eligible for weekly disability – 26

- * Pre-approved employee medical leaves. Must comply with FMLA. A three (3) day waiting period for benefits when hospitalization occurs on the first day of leave, waiting period will be waived.
- * Regarding eligibility to receive Weekly Accident and Sickness Disability (“S&A”) payments:

- (a) in order to be eligible to receive such S&A benefits, an employee must have been employed by the Company for over twelve (12) months and must have worked over 1,250 hours in the twelve (12) months before he or she would begin to receive such S&A payments and must also meet the requirements of the S&A policy; and
- (b) if an employee is eligible to receive FMLA leave and S&A leave for the same condition, the employee shall use his FMLA entitlement at the same time the employee takes his S&A leave.

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

50 WORKING DAYS AFTER HIRE:

Wages go to 90% of scale

Health insurance becomes effective

90 WORKING DAYS AFTER HIRE:

Probationary period ends
(training and evaluation)

100 WORKING DAYS AFTER HIRE:

Wages go to 95% of scale
Eligible for paid holidays
Eligible for bereavement pay
Life insurance becomes effective

FIRST YEAR ANNIVERSARY DATE:

Wages go to 100% of scale
Eligible for vacation (see Vacation Policy)
1st quarter following 1st year anniversary Pension/401(k) benefits

EXHIBIT "Z"
CONTINUOUS SCHEDULE

	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
A															
	D	D	D				D	D	D				D	D	D
B															
				D	D	D				D	D	D			
C															
	N	N	N				N	N	N				N	N	N
D															
				N	N	N				N	N	N			

This is a 4-crew, 12-hour schedule with fixed shifts, rotating days off. Crews A & B work days and Crews C & D work nights.

Schedule Descriptions

Length of Complete Cycle:	7 Weeks
Average hours per week:	42 Hours
Longest Break:	3 Days
Shortest Break:	3 Days
Most Consecutive Shifts Worked:	3 Shifts
Average Shifts Worked Per Year:	182 Shifts
Average Days Off Per Year:	182 Shifts
Weekend Days Off Per Year:	
A and C:	52 Days
B and D:	52 Days
Full Weekends Off Per Year:	
A and C:	17 Days
B and D:	17 Days