

ARTICLES OF AGREEMENT

BY AND BETWEEN

HYDRO EXTRUSION USA, LLC

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL UNION NO. 428

MAY 01, 2021 TO APRIL 30, 2024

AGREEMENT

HYDRO EXTRUSION USA, LLC PHOENIX

AND

LOCAL 428, INTERNATIONAL UNION OF OPERATING ENGINEERS

This Agreement entered into as of May 1, 2021 by and between HYDRO EXTRUSION USA, LLC. (hereinafter called "Company") and the International Union of Operating Engineers, Local Union Number 428, AFL-CIO, (hereinafter called "Union").

PURPOSE AND INTENT

The general purpose of this Agreement is to promote the mutual interests of the Company and its employees, and to provide for the operation of the Company's plant under methods which will further, to the fullest extent possible, the safety and welfare of the employees, economy and efficiency of operation, elimination of waste, realization of maximum quantity and quality of output, cleanliness of plant and protection of property and, further, to record the terms of Agreement between the signatory parties hereto, arrived at through collective bargaining, in respect to rates of pay, hours of employment, and other conditions of employment. It is recognized by this Agreement to be the duty and obligation of the Company and of the Employees to cooperate fully, both individually and collectively, for the advancement of the said conditions.

Article 1 RECOGNITION

Section 1. This recognition article shall only mean that the Company recognizes that the Union represents all employees in the bargaining unit. It shall not be interpreted to guarantee any work for any employee for any period of time or as a work jurisdiction clause.

Section 2. The term "employee", as used in this shall include all hourly, production and maintenance and shipping department employees at the above named plant, but excluding office clerical, professional employees, guards and supervisors. The use of any terms in this Agreement that may connote a

masculine gender is intended to include all employees, whether male or female, and such usage is not intended to indicate any bias or discrimination in connection with employment under this Agreement.

ARTICLE 2 MANAGEMENT RIGHTS

Section 1. The Company retains and shall be the exclusive judge on all Management Rights except as are specifically limited or surrendered in the written paragraphs of this Agreement.

Section 2. The rights on which the Company shall be the exclusive judge referred to in Section 1 shall be deemed limited to scheduling of production; determine, change or discontinue the product(s) to be manufactured, methods, processes, means, equipment and materials used; manage the plant and all of its physical facilities; direct the working forces; reduce costs; establish, change and attain reasonable work and/or production standards and efficiencies; change, limit, suspend, curtail, or discontinue operations or any part of them; determine and change the number of employees to be employed on each shift, in each department and in each job classification; the extent and nature of the work to be done, its quality and equipment to be used; receive and send work to be performed in the Company's other plants and other contractors; to make and change operating and/or safety rules and regulations; which shall become effective when, posted; to hire and lay off employees; to suspend, discipline or discharge employees for just cause; provided the Company's action does not violate any written paragraph of this contract.

ARTICLE 3 CHECK-OFF AND ASSIGNMENT

Section 1. During the life of this Agreement the Company shall check off uniform union initiation fees, periodic monthly dues and uniform assessments for each employee who shall have individually signed and delivered to the Company a voluntary assignment and authorization card prepared and printed by the Union.

Section 2. The Company shall make deductions from the second pay of each calendar month in accordance with monthly statements given to the Company by the Union 10 days prior to the payday from which the dues deductions are to be made. The Company will remit all deductions to the proper representative of the Union within 10 days after the actual deductions along with a copy of the Union's statement.

Section 3. The Company's obligation to make such check-offs shall be contingent upon there being due from the Company to each employee sufficient monies for such purpose after the prior deductions of sums required by law are withheld. If sufficient monies are not due an employee, then the deductions will be made the following week.

Section 4. The check off authorization shall be for one (1) year or the termination of this contract, whichever occurs sooner; provided an employee may revoke the voluntary assignment and authorization by written notice as provided in the assignment form signed by the employee.

ARTICLE 4 VISITATION

The Business Representative of the Union shall have access to the job during working hours for the purpose of performance of his/her duties, and he/she shall advise the Human Resource Manager or in his/her absence the Plant manager of his/her presence on the job, at the time of arrival and shall not stop or interfere with the work of any workers without the permission of the Employer or his/her representative. The Business Representative shall abide by all Employers, state and Federal regulations and rules.

ARTICLE 5 STEWARDS

Section 1. The Company will recognize one (1) steward on each shift in each building. The Union shall notify the Company in writing of the stewards' names and whenever a name is changed. The Company will not recognize a person as a steward until it receives written notice from the Union.

Section 2. A steward may leave his/her workstation to assist an employee to file a grievance. However, the steward must first notify his/her supervisor.

Section 3. Union officers and stewards will not be paid for time spent in process grievances through the grievance procedure or on other Union business except to the amount of time as approved by the Company in writing.

Section 4. Union officers and stewards will make every effort to process grievances and handle Union business before the shift, on breaks, lunch and at the end of the shift.

Section 5. In the event the employment of a Union Steward is terminated by the Company, the Company agrees to notify the Union prior to termination.

ARTICLE 6 PHOENIX GENERAL RULES and DISCIPLINARY ACTION

Understanding and adhering to Hydro's standards of conduct and site rules is an important responsibility of all employees. The Company intends to allow employees the opportunity to correct errors and perform acceptable work. When a situation arises that the Company standards are not kept or rules are not followed, employees involved will be subject to disciplinary action.

1. Verbal Warning: For first time and/or minor offenses, employees will be corrected with a documented verbal warning.
2. Written Warning: When any additional offenses occur within one year from the date of a verbal warning, a first written warning will be issued.
3. Final Written Warning: When any additional offenses occur within one year from the date of a first written warning, a final written warning will be issued.
4. Disciplinary Suspension: Should another offense occur within one year from the date the employee received a final written warning, the employee may be placed on a disciplinary suspension from work without pay for a period not to exceed five (5) business days. The length of the suspension depends upon the seriousness of the offense.
5. Discharge/Termination: In cases of an extremely serious offense, or the occurrence of any offense within one year following a disciplinary suspension, the employee will be suspended without pay pending discharge/termination.

The Company may suspend employees without pay pending the investigation of a rule violation. The Company will make every effort to limit investigatory suspensions to five (5) working days.

All written warnings will be issued on a timely basis and as soon as reasonably possible following the date management was notified of an incident. Copies of all disciplinary final written warnings will be provided to Union Business Representative.

The Company reserves the right to discipline or discharge any employee for just cause. The following examples of violations will not be tolerated and will lead to immediate suspension without pay pending discharge.

- Falsifying or withholding information on personnel questionnaires, personnel records, employment applications, production or work performance reports, timecards, or any other Company or customer records or reports
- Manipulating another employee's timecard (clocking another person in/out)
- Concerted or deliberate restriction of output (slowdown, delaying other workers)
- Refusing to work scheduled overtime without a reason acceptable to the Company at its sole discretion
- Negligence in the performance of duties likely to cause or causing personal injury or property damage
- Fighting, threatening, or attempting injury to another employee
- Insubordination
- Failure to follow environmental policies
- Dishonesty of any type including making untruthful statements in response to an employment related inquiry or investigation
- Stealing
- Destroying or willfully damaging the property of another employee or the Company
- Willfully violating or disregarding safety rules including failing to wear required molten metal personal protective equipment
- Tampering with, damaging, or disabling safety devices or signage
- The possession, use, sale, or being under the influence of drugs or alcoholic beverages during working hours or while on Company premises
- Carrying or possessing firearms or weapons on Company property
- Unauthorized absence for more than three (3) days without proper notification
- Failure to comply with the Company's policy against harassment and Federal/State discrimination and harassment laws/regulations

Other Prohibited Conduct

No list can include every possible type of misconduct. Employees who engage in misconduct are subject to coaching or discipline, up to and including termination, even if the misconduct is not listed here.

- Engaging in horseplay and/or practical jokes, where the behavior could or has caused damage to property or injury to another
- Unauthorized use of equipment and/or improper use and care of company property including all environmental control equipment and/or personal hygiene test equipment
- Failure to report a personal injury or accident resulting in the damage to Company property at the first safe opportunity
- Poor housekeeping that creates safety and/or health hazards
- Using abusive language directed toward a fellow employee, supervisor or anyone else, engaging in malicious gossip and/or spreading rumors
- Absence from work area, loitering, sleeping, loafing during work hours, or stopping work before the specified time without the permission of the supervisor
- Failure to maintain productivity, workmanship, and housekeeping up to standards and good practice
- Taking more time that allotted for meal periods or rest periods
- All gambling such as card playing, cribbage, dice, etc., other than supervisory authorized pools. Sport pools and community benefit raffles are authorized providing work time is not abused. Human Resources must be notified of these activities
- Soliciting or collecting contributions for any purpose on company property without permission
- Misuse of any electronic communication systems. For example, excessive or unauthorized use of company communication systems, e.g., telephones, E-Mail, paging systems, copy machines, etc.
- Smoking in unauthorized areas.

A lesser discipline for any offense in any instance without impacting its right to apply the most severe discipline for a similar rule violation or offense can occur with a mutual agreement between the Company and the Union.

ARTICLE 7 GRIEVANCE PROCEDURE

Section 1. For the purpose of this contract a grievance is a dispute by an employee, the Union or the Company.

- (a) As to the interpretation or misapplication of any written paragraph of this contract and/or
- (b) A change of violation of any written paragraph of this contract.
- (c) "Business days" language will refer to normal administration operating hours. Not including Saturday, Sundays or contract Holidays.

Section 2.

Step 1.

- (a) Any grievance, as defined in Section 1 above which may arise must be presented in writing to the department head within eight (8) Business days after the first occurrence of the facts that led to the grievance or within eight (8) Business days after the grievant should have reasonably known about the grievance, otherwise the right to grieve is lost. A grievance under this procedure shall only be acceptable as being properly filed if it is filed by the Union Business Representative.
- (b) The written grievance must contain person(s) involved, the facts of the grievance, when it occurred, the paragraph(s) of the contract alleged to have been violated, improperly interpreted or misapplied, who was injured, relief requested and signed by the grievant.
- (c) The department head shall meet with the grievant, his/her steward and the Union Business Representative on the written grievance at a time agreed upon, but shall give a written answer in five (5) Business days after receipt of the written grievance. Failure to give a written answer in five (5) Business days shall be deemed a denial as of the end of normal business on the fifth days.

Step 2.

If no satisfactory solution is reached, the grievant, his steward or the Union Business Representative shall present the written grievance to the Human Resources Manager or his designee within Three (3) Business days after receipt of the department head's written answer, or when he should have given a written answer, otherwise the right to continue with the grievance is lost. The Human Resources

Manager shall meet with the grievant and his/her union steward and the Union Business Representative at a time of mutual agreement.

Step 3.

If no satisfactory solution is reached, the grievant, his steward or the Union Business Representative shall present the written grievance to the Plant Manager or Operations Manager, or their designee within Three (3) Business days after the receipt of the Human Resource Manager's written answer, or when he/she should have given a written answer, otherwise the right to continue with the grievance is lost. The Plant Manager or Operations Manager shall meet with the grievant and his/her union steward and the Union Business Representative at a time of mutual agreement.

Step 4.

If no satisfactory solution is reached, the Union Business Representative shall present the grievance to the Federal Mediation and Conciliation Service (FMCS) for the purposes of grievance mediation, and the parties shall meet and participate in a grievance mediation with the FMCS representative at a mutually acceptable time and location, and mediate the grievance.

Step 5.

- (a) If the grievance was processed through Step 4 the grievance procedure and not satisfactorily settled, then only the Union Business Representative or Company shall have the right to submit the grievance to one arbitrator for arbitration provided the Union or Company, as the case may be, presents its demand for arbitration in writing to the Federal Mediation and Conciliation Service (FMCS) with a copy of that demand to the Plant Manager or the Union's Business Representative, as the case may be, within eight (8) Business days after grievance mediation, otherwise the grievance shall not be arbitrary and an arbitrator shall have no jurisdiction to hear and decide the grievance.
- (b) The Company and Union will select an arbitrator and hold a hearing under the FMCS rules.
- (c) All hearings on the grievance shall be held at the plant or at another location in Phoenix.
- (d) The arbitrator's award shall be final and binding upon all parties, and his/her fees and expenses shall be paid equally by the Company and the Union.

(e) The jurisdiction and powers of the arbitrator arises only from this Contract. The arbitrator shall only have the authority to decide the questions raised by the grievance before him and to interpret and apply the written clauses of the contract. He shall have no authority by his award or otherwise to add to, subtract from, alter or modify any of the written paragraphs of this contract.

Section 3. If the Union has a grievance, which directly and immediately affects all bargaining unit employees then it may file the written grievance with the plant manager or his designee. However, such grievance must be in writing in compliance with Section 1. (a) and must be filed within eight (8) Business days after the first occurrence of the facts which led to the grievance, otherwise the right to grieve is lost.

Section 4. If the Company has a grievance then it may file a written grievance with the Union's Business Representative. However such grievance must be in writing in compliance with Section 1. (a) and must be postmarked within eight (8) Business days after the first occurrence of the facts which led to the grievance, otherwise the right to grieve is lost. The Union Business Representative will give a written answer within five (5) Business days after receipt of the written grievance. If not answered in five (5) Business days, it shall be deemed denied.

Section 5. The specific time limits set forth in this grievance and arbitration procedure can be mutually extended only by agreement of the Company and Union in writing and signed by the parties.

ARTICLE 8 STRIKE OR LOCKOUTS

Section 1. Neither the Union nor any employees will individually or collectively cause, participate, or engage in a strike, work stoppage, work interruption, sympathy strike, slowdown, picketing or any boycott against the Company during the term of this contract or any extension.

Section 2. Any employee who violates any part of Section 1 above or is responsible for a violation in Section 1 will be subject to discipline and/or discharge. The only question for an arbitrator is whether the employee did any of the prohibited acts in Section 1. If the arbitrator finds the employee violated any part of Section 1, he shall have no authority to change the discipline or discharge.

Section 3. The Company will not lock out any employees covered by this Contract.

ARTICLE 9 NO DISCRIMINATION

Section 1. The company and the Union, as corporate entities recognize the absolute precedence of law issued by civil authorities over any of its internal rules, as set forth by whatever jurisdictions apply to them in exactly the same fashion as all other corporations or citizens in those jurisdictions including all Federal, State, or Municipal governance including EEOC and EOE regulations and A.D.A. (American Disabilities Act.)

Section 2. Neither the Company nor the Union will discriminate against any employee because of Union activity or refusal to engage in Union activity not interfering with the proper performance of this work because of race, color, creed, religion, national origin, age or sex.

Section 3. No employee shall be disciplined or discharged except for just cause. The reason for the discipline and/or discharge will be given in writing to the employee and the Union Steward.

ARTICLE 10 BULLETIN BOARDS

The Company shall provide for the usage by the Union of one (1) Bulletin Board in each building for the purpose of posting notices concerning Union business. This Bulletin Board shall not be used for Company purposes. The Union shall provide the Human Resources Manager with a copy of each Union notice.

ARTICLE 11 LEAVE OF ABSENCE

Section 1. F.M.L.A. (Family and Medical Leave Act of 1993) requires covered employers to provide up to 12 weeks of unpaid job protected leave to "eligible" employees for certain family and medical reasons. Employees are eligible if they have worked for a covered employer for at least one year, and for 1,250 hours over the previous 12 months and there is, at least 50 employees within 75 miles. The proper use of this Act can be obtained from Human Resources.

Section 2. If employee suffers a non-work incurred injury or illness and will be absent for more than five (5) calendar days, then on or before the seventh (7) calendar day of absence, the employee or someone acting on their behalf must submit a written application for leave of absence on forms prepared

and supplied by the company; otherwise, the employee will automatically be removed from the company's employment rolls as a voluntary quit.

Section 3. Any employee desiring time off for personal reasons or Union business for more than three (3) days from the job shall secure prior written permission from the Company. Failure to comply with this provision shall result in the complete loss of seniority rights of the employee involved. Employees on such personal leave of absence will not hold seniority while working elsewhere. The Company will grant leaves for Stewards to attend Union negotiations and for employees for Jury Duty, National Guard, and Military Reserve Duty or pursuant to subpoena or other similar non-voluntary reasons.

ARTICLE 12 BEREAVEMENT /FUNERAL LEAVE

When a death occurs in an employee's or the spouse of an employee's immediate family, the employee shall be paid three (3) days pay provided they have attended the funeral and are absent from regular weekday employment for such hours. Immediate family is defined as that employee's current legal spouse, child, mother, father, siblings, step siblings, grandparents, grandchildren, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, step-mother, step-father, stepchildren or foster children. Payment shall be eight (8) or twelve (12) hours of straight time hourly rate for each eligible day off. An employee will not receive bereavement pay when it duplicates pay received for time not worked for any other reason. Time thus paid will not be counted as hours worked for purposes of determining overtime or premium pay liability. Extended time beyond three (3) days must be approved by Human Resources.

The provisions of this paragraph will not apply to employees on layoff or on vacation leave. It will only apply in cases where a death of one of the enumerated relatives is the only reason the employee is not actively at work.

ARTICLE 13 VACATIONS

Section 1. On the anniversary date of each employee the Company will determine the amount of vacation time to which the employee is entitled in accordance with the formula set forth below. The formula set forth below applies to employees the Company schedules to work eight (8) hour shifts and twelve (12) hour shifts.

Section 2. The formula for the number of vacation days is as follows:

Years of Last

Continuance Service	Hours of Vacation
1 year	40 hours
3 years	80 hours
5 years	120 hours
15 years	160 hours
25 years	200 hours

Section 3. An employee may use five (5) days of vacation in one day increments provided employee gives forty-eight (48) hour notice to his supervisor, as workload permits. If an employee does not have enough vacation hours to cover all the hours of a shift they may use the hours they have left at the end of the shift or the beginning of the shift. Any vacation leave of one week or more must be submitted 14 days prior to the start of such leave. All leaves submitted will be approved or denied within one week of the date submitted.

Section 4. Payment shall be made at the employee's regular rate of pay not including overtime and shift premium, as of his / her last day worked.

Section 5. Vacation pay shall be paid the day prior to starting vacation only if the employee gave 14 days' notice that they want to receive their vacation pay prior to starting vacation or when employee returns from vacation, as the employee shall choose.

Section 6. Each employee will be required to specify the vacation period employee desires. Vacation will be, so far as is practical, granted at times most desired by employees (preference as to choice will be given in accordance with job classification seniority). However, the final right to allot vacation periods and to change the allotment period or to shut down the plant for vacation purposes shall be solely determined by the Company.

Section 7. Vacation will be scheduled for 7 consecutive days with up to 40 hours paid, unless taken as stated in Article 12 Section 3. If an employee is scheduled for more than 40 hours in the 7 consecutive days they will be charged 40 hours of vacation time and not required to return to work until their next

scheduled shift after the seventh (7) day. If its less than 40 hours in the 7 consecutive days they will be charged the actual time off and not required to return to work until their next scheduled shift after the seventh (7) day.

Section 8. An employee who is discharged for cause, shall automatically forfeit all pro rata vacation pay.

Section 9. The Company reserves the right to shut down the plant for vacation purposes and any employee not due a full vacation will be paid prorated vacation pay for the period the plant is closed.

Section 10. Employees with ten (10) years of service or more may request payment for 40 hours of vacation instead of time off, with adequate notice.

Section 11.

(a) Employees with fifteen (15) years of service or more may request payment for 80 hours of vacation instead of time off, with adequate notice.

(b) Employees will be permitted to “carry” 40 hours of vacation over from anniversary to anniversary. All other vacation earned and not taken will be paid out to each employee, on date of their vacation eligibility.

ARTICLE 14 HOLIDAYS

Section 1. For the purposes of this contract the following holidays shall be considered as paid holidays for eligible employees: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, The Day after Thanksgiving, The Day before Christmas and Christmas Day.

Any employee who has 5 years seniority by the date of their birthday shall receive that day off as a paid holiday. The actual day off can be taken within a two week time period of the actual birthday. Employee must schedule the requested birthday holiday off with Supervisor.

Section 2. All of the above specified holidays shall be observed for a twenty-four (24) consecutive hour period as designated by the Company.

Section 3.

- (1) When the Company schedules an employee to work eight (8) hour shifts, then in order for an employee to be eligible for the holiday and holiday pay the employee must satisfy all of the following:
 - (a) The employee must have worked at least the 160 straight time hours in the probationary period. Overtime worked is credited as a straight time hour.
 - (b) The employee must have actually worked the plant's entire last scheduled day of work before the holiday and the plant's entire first scheduled day of work after the holiday unless excused by the Company in writing before or after the fact.
- (2) When the Company schedules an employee to work (12) hour shifts, then in order for an employee to be eligible for the holiday and holiday pay the employee must satisfy all of the following:
 - (a) The employee must have worked at least the 160 straight time hours in the probationary period. Each hour of overtime worked is credited as a straight time hour.
 - (b) The employee must have actually worked his/her entire last scheduled shift of work before the holiday and his/her entire first scheduled shift or work after the holiday unless excused by the Company in writing.

Section 4. When the Company requires an employee to work on any of the holidays listed in Section 1. The Company will pay the employee holiday pay plus time and one half the employee's regular straight time hourly rate for each hour actually worked on the holiday.

Section 5. An employee shall not be eligible for holiday pay upon the occurrence of any one or more of the following:

- a. The employee is on layoff when the holiday is observed;
- b. The employee is on leave of absence when the holiday is observed;
- c. The employee was terminated, for just cause before the holiday is observed;
- d. The employee is being paid by industrial compensation while out on injury when the holiday is observed.

Section 6. If an employee is on paid vacation when the holiday is observed the Company shall pay the employee an extra day's pay (for the holiday) or have the employee take an extra day's vacation and

require the employee to report for work at the end of the scheduled vacation. The employee will indicate upon request for vacation, what option they want.

Section 7. An employee who is eligible for holiday pay shall be paid for the holiday eight (8) hours or twelve (12) hours the employee's then regular straight time hourly rate.

ARTICLE 15 HOURS OF WORK AND OVERTIME

Section 1. This Article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day, or per week or days of work per week.

Section 2.

- (a) When the Company schedules an employee to work eight (8) hour shifts the normal work day shall be eight (8) consecutive hours plus a thirty (30) minute non-paid lunch period.
- (b) When the Company schedules an employee to work (12) hour shifts the normal workday shall be twelve (12) hours including a thirty (30) minute paid lunch period.

Section 3.

- (a) When the Company schedules an employee to work eight (8) hour shifts the normal workweek shall be five (5) consecutive days Monday through Friday.
- (b) When the Company schedules an employee to work twelve (12) hour shifts the normal workweek shall be as scheduled by the Company. Each employee in this category shall work a seven (7) day week with changing days off. As such each employee will be required to work on weekends and the employee will be paid straight time hours as part of the employee's normal three day workweek of thirty-six hours. Overtime will be paid only after forty hours have been worked in that pay period.

Section 4.

- (a) When the Company schedules an employee to work eight (8) hour shifts the beginning and end of the shifts shall be as follows:

Shift	Begin	End
First	5:00am to 8:00am	1:00pm to 4:00pm
Second	1:00pm to 4:00pm	9:00pm to midnight

- (c) When the Company determines overtime is required by a number of employees scheduled to work eight (8) hour shifts and/or twelve (12) hour shifts and such employees are in a specific group, crew, or job classification, then the Company will assign the overtime as follows:
- i. The Company will start with the most senior qualified member of the crew who can do the job and go down the crew list, by job classification seniority until it has sufficient volunteers to work the overtime.
 - ii. If a sufficient number of employees have not volunteered to do the job, the Company will begin with the least senior qualified employee on the crew by job classification and direct the employee to work the overtime. The Company will follow this procedure and go up the job classification seniority list until it directs sufficient employees to work the overtime.
 - iii. The Company will have the right to schedule up to two mandatory weekends per month to meet customer demand.

In addition to the two mandatory weekends per month, the Company may need to schedule an additional six Saturdays per calendar year based on additional customer demand. The Company agrees that the scheduled mandatory overtime will not exceed three Saturdays in a row.

In the event of a press outage, major quality problems or a situation that would result in a customer stopping their production operations, the Company and the Union will discuss the situation with as much advanced notice as possible.

The Company agrees to attempt to cross train employees to alleviate the inconvenience of overtime and repeated weekend work by employees.

This agreement shall not apply to EOWEO shifts or the maintenance employees.

Section 8.

- (a) When the Company schedules an employee to work eight (8) hour shifts there will be a paid fifteen (15) minute break in the first half and a paid fifteen (15) minute break in the second half of each shift as assigned by the supervisor.

further understood that the intent of this article is to allow only such reasonable deviations as mentioned above which will insure that plant operations and production are not impaired.

Section 2. The Die Repair foreman and the Maintenance foreman shall be permitted to do bargaining unit work as a part of their duties.

ARTICLE 19 SENIORITY

Section 1.

- (a) Company seniority is defined as, an employee's length of last continuous employment by the Company in the bargaining unit.
- (b) Company seniority shall continue to accrue
 - (i) During a Company approved leave of absence in writing without pay up to three (3) months, provided the employee returns to work upon expiration of the leave of absence.
 - (ii) During a layoff not to exceed six (6) consecutive months or the length of the employee's Company seniority, whichever is less.
- (c) Company seniority shall apply only to determine eligibility for fringe benefits, vacation and layoffs.

Section 2.

- (a) Department seniority is, defined as an employee's Company seniority in the department where the employee works.
- (b) For this contract the following are the departments now in existence.

- i. Extrusion
- ii. Remelt
- iii. Maintenance
- iv. Extrusion Packing
- v. Fabrication
- vi. Traffic and shipping
- vii. Die shop

employee may request to return back to his/her job and shift before fifteen (15) workdays.

- (f) An employee will be afforded an additional fifteen (15) workdays to show he/she can meet quality and quantity standards for the job.
- (g) Quality standards are defined as, meeting all requirements that are needed to fulfill certain standards in our manufacturing process and the Certification program jointly implemented by Company and Union.
- (h) An employee who is awarded the job of Die Repair Trainee or Maintenance Trainee shall have a maximum of thirty (30) days to demonstrate he/she can do the work required in the job. After the thirty (30) days, he/she shall not be permitted to bid off the job for a period of one (1) year. Maintenance and Die Shop employees must pass tests to move up in the training program. If an employee is awarded the job of Press Operator or Forklift Operator or Draw Bench Operator or Lead Caster or Furnace Operator, and remains thirty (30) days, he/she may not bid off that job for a period of twelve (12) months. If an employee is awarded the job of Saw Operator and remains thirty (30) days, he/she may not bid off that job for a period of six (6) months.
- (i) Except as otherwise set forth in this contract which deal with time elements, all employees have the right to bid for a job which pays higher contract rate of pay (called upward bidding) or the same contract rate of pay (called lateral bidding). Employees with greater than five (5) years Company seniority, and greater than two (2) years on their current job, can petition the Company to permit a downward bid to another position the organization that they become qualified to perform. The merits of the position will be discussed on a case to case basis between the Union, employee and Company, and any final decision must take into consideration the effect of the action on both the employee and Company. If the petition is granted, the employee will go to any available open position without regard to shift or seniority, and will be barred from bidding for period of one year.
- (j) After an employee bids into a job other than those mentioned in (h) above, and successfully completes the thirty (30) work days in paragraph (e and f) above, then the employee shall have no right to bid for any other job for at least 180 calendar days.

- (k) When at any time an employee disqualifies him/herself on a job or the Company disqualifies the employee on a job after the 30 day qualification period, then seniority shall not apply and the Company will assign the employee to work on a job and shift as it solely determines.
- (l) When an employee successfully bids into and qualifies for a posted job and the Company decides to fill his/her job then the Company will post the job left vacant by the successful and qualified bidder. When the second job is successfully bid and the bidder qualifies for the job, then the Company has no duty to post the vacancy left and will fill the vacancy by transfer or hire from the outside. There shall be no "chain bidding" beyond two positions including the original posting.
- (m) When an employee bids into a posted position but does not qualify because of a decision by the employee or the Company, then the Company will follow Article 18, Section (3e) above and fill the job from the remainder of the original bid list or post another bid for the job as it solely determines. However way the Company acts, it is considered two bids and the Company does not have the duty to post another bid when the job is filled. If the Company decides to fill the job left vacant by successful bidder who qualifies or a person assigned to a job, then the Company will fill the vacant job by transfer from within the Company or hire from the outside as the Company shall solely determine. The purpose of this clause is to prevent continuous bidding and bumping because of the initial vacancy.

Section 4. Layoff. When a reduction of personnel in a department is necessary temporary and probationary employees will be laid off first, then employees within the department in order of Company seniority. The employee with the least Company seniority will be laid off first, provided the employee to be retained can do the work required with respect to quality and quantity.

Section 5. Recall. Recall shall be made in reverse order of layoff provided the employee recalled can do the work required with respect to quality and quantity standard for the job.

Section 6. Probationary Period.

- (a) There shall be a probationary period of 480 hours of actual work for any new employee.

- (b) During the probationary period the Company shall have the sole discretion to train, transfer, assign, discipline, or discharge the employee and such action by the Company shall not be subject to the grievance or arbitration procedure or within the jurisdiction of an arbitrator.
- (c) When an employee satisfactorily completes the probationary period and continues to work for the Company, then the employee's Company seniority shall date back to the beginning of the probationary period.

(a) After working 480 hours the employee will be receive full helper pay.

Section 7. Transfer out of Bargaining Unit.

- (a) Permanent transfers to jobs outside the bargaining unit shall be at the sole discretion of the employer and shall not be subject to review in the grievance or arbitration procedure.
- (b) All such transfers shall be for a probationary period of six (6) months. If the employee transferred elects to return to a bargaining unit job or is retained by the Employer within the six (6) month period, the employee shall be returned to the bargaining unit without loss of seniority.
- (c) If any employee remains in a job outside the bargaining unit beyond six (6) months the employee shall lose all seniority and seniority rights.

Section 8. Loss of Seniority. An employee shall lose all seniority and seniority rights and shall be considered a new employee if ever rehired upon the occurrence of one or more of the following.

- (a) Quit
- (b) Discharge for just cause
- (c) Layoff for twelve (12) consecutive months or the length of the employee's bargaining unit seniority, whichever is less.
- (d) Absence from work without notifying the Company within three (3) working days of its occurrence.
- (e) Obtaining leave of absence for false reasons.

- (f) Failure to return to work at the end of a leave of absence unless extended in writing by mutual agreement.
- (g) Failure to report to work from layoff within five (5) days after being notified to report for work.
- (h) If the laid off worker is temporarily employed elsewhere, he/she must return within ten (10) days from the date of notice to report for work was sent by certified mail to his/her last known address, and must give notice of his/her intention to return within five (5) days of the notice. It shall be the obligation for the employee to keep the Company notified as to address changes, while on layoff status, to insure prompt receipt of notice.
- (i) When an employee moves to a position outside the bargaining unit and remains for more than six (6) months.

ARTICLE 20 PART TIME EMPLOYEES

The Company has the right to hire part-time employees not to exceed 10% of the total number of employees in the bargaining unit to do work normally performed by members of the bargaining unit. After working 480 hours, they will be considered full time employees or terminated.

Part-time employees will be paid the rate of the Arizona minimum wage rate with the right to increase an employee rate of pay under Article 24 Section 4.

During the 160 straight time hours, part-time employees are not eligible to receive any fringe benefits under this contract. Also during the 160 straight time hours the Company can transfer, discipline or discharge the part-time employee and such action by the Company is not subject to the grievance and arbitration procedure or within an arbitrator's jurisdiction.

After 480 hours employee will become a bargaining unit employee with benefits.

ARTICLE 21 LIFE INSURANCE

Section 1. Effective 12-01-02, the employee's life insurance benefit shall be based on their current hourly rate of pay times 2080 hours.

Section 2. It is understood that the Company is not the insurer and that the insurance benefits are those contained in the policies and certificates of insurance issued by the insuring organizations. The Company shall have no obligation or liability with respect to insurance policies or benefits, beyond seeing that the premiums are paid to, and claims filed with said organizations, in accordance with the terms of this Agreement. The Company shall have no responsibility nor obligation to follow up on collection of claims filed with said organization, such follow up to be the sole responsibility of employee and the Local union to whom Company shall refer all claim follow up and payment matters. In the events of cancellation of any policies by the issuing organization, the Company's sole responsibility shall be to attempt to obtain a substitute insurer.

Section 3. Upon the occurrence of any one or more of the following the Company shall have no obligation or liability and shall not be required to pay health insurance and/or life insurance premiums for any employee:

- (a) on strike;
- (b) on lockout;
- (c) upon termination of this contract if no new contract is agreed upon;
- (d) terminated;
- (e) Voluntarily quits.

Section 4.

- (a) If an employee is absent from work due to a bona fide work related injury or illness and is eligible to receive worker's compensation benefits, the Company will continue to pay its share of Life Insurance premiums required under this contract for six (6) months after the occurrence of the work related injury or illness.
- (b) If an employee is absent from work because of a medical leave of absence which was approved by the Company or is laid off for lack of work, the Company will continue to pay its share of life insurance premiums required under this contract for the balance of the calendar month in which the medical leave of absence begins or the balance of the calendar month in which the employee is laid off plus three (3) additional calendar months.

- (c) If an employee is absent from work because of a personal leave of absence which was approved by the Company, the Company will continue to pay its share of life insurance premiums required under this contract for the balance of the calendar month in which the personal leave of absence begins plus two more calendar months.
- (d) If an employee returns to work after an absence in excess of any of the above time periods, the employee will be covered by insurance on the first day of the next succeeding calendar month in which the employee returns to work.
- (e) If an employee does not pay his/her share of insurance premiums when required by the Company, the employee will be automatically dropped from insurance coverage and the Company shall have no obligation or liability for insurance coverage for that employee.

ARTICLE 22 HEALTH AND WELFARE

Section 1. The Company will continue to provide a medical insurance plan for the duration of this contract.

Section 2. The Company shall provide health insurance, dental insurance, accidental death and dismemberment coverage, vision coverage and access to a flexible spending account. These benefit programs are fully set forth in their respective plan documents and summary plan descriptions, and are governed by the terms set forth therein. These benefit programs may be amended from time to time by the Company without first bargaining with the Union, and any such amendments shall be applicable to the employees covered by this Contract. Notice of any plan changes will be given to the employees and to the Union prior to their implementation.

Section 3. Health insurance premiums, excluding vision and dental that are paid by employees shall be as follows:

- a) For the contract year May 1, 2021 through April 30, 2024 the Employee cost of premiums shall not exceed fifteen (15%) of the total premium cost to the Company.

Premiums for vision, dental, accidental death and dismemberment shall be paid at the same proportion as that paid by the non-bargaining unit employees of the Company.

shoes more frequently due to wear and tear or damage may submit their request to the Health & Safety Manager or Plant Manager for approval.

Section 2. It will be required of all employees working in their respective classifications to use the safety equipment furnished by the Company.

Section 3. The Union agrees to give active cooperation to the Company in an accident prevention program.

Section 4. Tool Loan Program

The Company shall make available no interest loans of up to seven hundred fifty dollars (\$750) to employees in the maintenance department to purchase tools for use in connection with the performance of their duties. Such loans shall be repaid through payroll deduction of \$25 per week, or more if employees so chooses.

ARTICLE 24 INDUSTRIAL INJURY AND ILLNESS

Section 1. An employee injured on the job shall go by the Arizona State Laws, which govern, on the job injuries.

Section 2. An employee injured on the job who is unable to complete his shift shall receive pay for the complete shift, as the law stipulates.

Section 3. An employee who incurs a work related injury or illness shall return to work when released by a physician. Which may be full duty or light duty in his/her job.

The Arizona State Law will rule when an EMPLOYEE is not satisfied with company evaluation of his or her injury.

- (a) The employee shall pay all costs for his/her personal physician. The Company shall pay all costs for its physician. If a third opinion is needed then the employee will pay that cost.
- (b) If any employee is found by the third physician to be available for full duty and does not return to work, the employee will be automatically terminated on the date of the third physician's report.

ARTICLE 25 WAGE RATES

Section 1.

- (a) Classifications and rates of pay are as set forth in the straight time hourly rate schedule in this contract. Addendum 1. Wages shall be paid per hour per year over current rate being paid.
- (b) When employee is awarded a bid for any classification. The employee shall receive one-half (1/2) of the increase of their current rate to the new rate pay during their 30-day training period. When employee completes the 30-day training they shall receive the rate of pay for that classification. Management may increase the new wage rate sooner. However, increase will become effective no longer than the 30-day training period.
- (c)
 - i. The Company can create new job titles, eliminate or change existing job titles. Any Company conduct pursuant to this paragraph is not subject to the grievance and arbitration procedure and not within an arbitrator's jurisdiction.
 - ii. If the Company permanently eliminates an employee's job and within three (3) months of the job elimination the employee is then regularly assigned to do most of the tasks of his/her eliminated job, then the employee can grieve to receive his/her former job title and straight time hourly rate provided the employee complies with all the provisions of the grievance and arbitration procedure.
- (d) The Company can set the job duties and tasks, eliminate or change job duties or tasks for any job title. Any Company conduct pursuant to this paragraph is not subject to the grievance and arbitration procedure and not within arbitrator's jurisdiction.

- (e) The Company will set the hourly rate of pay of any new or changed job title when the Company creates a new job title or adds, eliminates or changes job duties or tasks with respect to an existing job title. An employee can grieve, and if necessary have arbitrated only the hourly rate set by the Company provided the employee and Union follow the Grievance and arbitration procedure set forth in Article 6 of this contract in all respects including time limitation requirements which begin when the company notifies the Union.

Section 2.

- (a) When the Company transfers an employee to a lower rated job, for the convenience of the Company, then when the employee actually works on the lower rated job, the employee will be paid his/her regular straight time hourly rate of pay or the straight time hourly rate of the job to which he/she is transferred, whichever is higher.
- (b) When an employee moves into a lower rated job for any one or more of the following:
 - i. In order to avoid a layoff;
 - ii. To accept recall from layoff;
 - iii. Because of a physical disability work incurred or non-work incurred.

Then the employee shall take the straight time hourly rate of the job on which he/she works.

- (c) When the Company transfers an employee to a higher paying job the Company will pay the employee the job classification rate of pay where employee is transferred, for the period of time the employee works on the job.
 - i. The Company transfers the employee for the Company's convenience and employee is qualified to do job.

Section 3. At the end of each four (4) month period during the life of this Agreement, the Company will furnish the Union with a schedule listing the name of each employee, his department, classification and his date of hiring, and the amount of wages then being received by said employee.

Section 4 . The Company shall have the right to increase employee's straight time hourly rate, on an individual basis, above the rates set forth in this Contract. This shall apply to all job classification now or to be inserted in this Contract. Any individual increases shall apply only as long as the employee remains in the position the increase was granted for. If the employee voluntarily leaves that position

their pay shall revert to the listed pay for the job classification they move to. If the Company moves the employee involuntarily to another position the increase will remain intact.

ARTICLE 26- 401K

The employee's present profit sharing plan shall be invested at the employee's option and will maintain same benefits currently in effect.

Employees will be able to participate in the Company 401K.

Effective January 1, 2019 regular full-time employees covered by this Agreement are eligible to participate in the 401(k) Plan as made available by the Company. The Company's sole obligation under this article shall be to select the provider(s) of the Plan and the investment funds made available under the Plan and to pay the trustee of the Plan contributions elected by each eligible employee and withheld from that employee's pay as well as any contributions made by the Company under the Plan. The Company will match 50% of the eligible employee's contribution up to the first 3% of the employee's eligible compensation. The employee's contributions are 100% vested; the Company match vests in three (3) years. The provisions of the plan applicable in general to employee elective deferrals and employer matching contributions will apply.

ARTICLE 27 SAVINGS CLAUSE

In the events any Federal or State law conflicts with any provision of this Agreement, the provision so the affected shall not be operative or binding upon the parties, but the remaining portion of the Agreement shall continue in full force and effect.

ARTICLE 28 HEIRS, SUCCESSORS AND ASSIGNS

Time is the essence of this Agreement and all of its terms, conditions and covenants shall be and are alike binding upon the successors, heirs, and assigns of the respective parties.

ARTICLE 29 RULES AND REGULATIONS

The Union has the right to grieve and arbitrate reasonableness of all or part of any new rules or changes in regulations the Company will put into effect.

ARTICLE 30

DURATION OF AGREEMENT

1. The contract shall run from May 1, 2021 through April 30, 2024 and for successive one (1) year periods thereafter, unless notice of termination or a desire to modify or change the contract is given in writing by either party, no more than one hundred and twenty days (120) and at least sixty (60) days prior to the expiration date.
2. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 1st day of May, 2021

International Union of Operating Engineers
Local Union 428,

M. Lee 5-21-21

Mike Lee Business Manager

Nick Dartt 5-21-21

Nick Dartt President

Hydro Extrusion USA, LLC
Phoenix, Arizona

Diego Daluisio

Diego Daluisio, Plant Manager

Christi Bodrero
Christi Bodrero, HR Manager

Cory Tolbert
Cory Tolbert, Operations Manager

Susan Moss
Susan Moss, West Region HR Manager

Satya S. Adusumilli
Sat Adusumilli, West Region VP/GM

Kevin Suban
Kevin Suban, Advanced Auto/Tire Mfg. VP/GM

Robert Rubicky
Robert Rubicky, VP Human Resources

DATE

DATE

Addendum 1 NEW HIRE MAY 1, 2021

Grade	Classification	Contract Minimum Hourly	New Min Rate - 5/1/2021	New Min Rate - 5/1/2022	New Min Rate - 5/1/2023
1	Extrusion Helper	\$15.21	\$16.09	\$16.57	\$17.07
	Janitor	\$15.21			
	Die Helper	\$15.33			
	Packer	\$15.42			
	Forklift Operator	\$15.59			
	Saw Operator	\$15.59			
	Stretcher	\$15.59			
	Machine Operator	\$15.59			
	Crane Operator	\$15.59			
	Set-up Fabricator	\$15.73			
2	Casting Helper (formerly Utility Person)	\$16.73	\$17.50	\$18.03	\$18.57
	CNC Technician	\$18.31			
	Press Operator	\$17.52			
	Assistant Furnace Operator	\$16.83			
	Homogenizer Operator	\$16.83			
	Furnace Operator	\$17.67			
3	Extrusion Utility (formerly Utility Person)	\$16.71	\$19.00	\$19.57	\$20.16
	Caster	\$17.73			
	Welder	\$17.33			
	Die Repair B	\$18.08			
	Die Repair A	\$18.66			
	Lead Caster	\$18.20			
4	Maintenance A-1	\$16.45	\$21.00	\$21.63	\$22.28
	Die Technician				
	Fab Cell Lead				
	Truck Driver	\$16.71			
5	Maintenance A-2	\$17.13	\$23.00	\$23.69	\$24.40
6	Maintenance A-3	\$18.00	\$26.00	\$26.78	\$27.58
7	Maintenance A-4	\$18.66	\$30.00	\$30.90	\$31.83

- All employees on the payroll on May 1, 2021, shall receive a general wage increase of \$0.50 per hour effective May 1, 2021.
- All employees on the payroll on May 1, 2022, shall receive a general wage increase of 3% per hour effective May 1, 2022.
- All employees on the payroll on May 1, 2023, shall receive a general wage increase of 3% per hour effective May 1, 2023.

Upon Ratification New employees will be paid at the new minimum rate, within eighteen (18) months the employee will be moved to the pay rate for his classification at that time.

I U O E CONTRACT SUMMARY

LOCAL UNION: 428 INDUSTRY CLASSIFICATION:
EMPLOYER: HYDRO EXTENSION USA LLC
ADDRESS: 249 South 51st Ave CITY: Phoenix STATE: AZ
PHONE: (602) 269-2488
EFFECTIVE DATE: MAY 1 2021 TERMINATION DATE: April 30 2024

CLASSIFICATIONS: 1, 2, 3, 4, 5, 6, 7 RATES: See Attached DEFERRED INCREASES:

OVERTIME: After Hrs. 40 SHIFT DIFFERENTIALS: Afternoon Evening: \$0.50 All Night: \$1.00 REPORTING PAY: 2 Hours CALL-IN PAY: 4 Hours

PAID HOLIDAYS: Yes PAID SICK LEAVE: Prop 209 not used OTHER PAID LEAVE:
RATE WHEN WORKED: Straight time for 1st day pay (Per Year) 40 hrs Jury Duty:
ACCUMULATED TO: Funeral: 3 days
OTHER COMPENSATION:

PAID VACATIONS: Aft. 1 Mos./Yrs. Days/Wks. 40 Hrs SEVERANCE PAY: Aft. Yrs. Service
Aft. 3 Mos./Yrs. Days/Wks. 80 Hrs Aft. Yrs. Service
Aft. 5 Mos./Yrs. Days/Wks. 120 Hrs Aft. Yrs. Service
Aft. 15 Mos./Yrs. Days/Wks. 160 Hrs Aft. Yrs. Service
25 yrs 200 Hrs

HEALTH & WELFARE: Cost: % Paid by Employer: 95% PENSION: Weekly/Monthly payment: up to 3%
% Paid by Employee: 15% % Paid by Employer: 50% match
% Paid by Employee:

Benefits: Health, Dent, Vision, Life Health Savings Plan

APPRENTICESHIP CONTRIBUTION: None OTHER MONETARY BENEFITS: Boots once a year

REMARKS:

Need additional copies of this form.

CURRENT EMPLOYEES AS OF MAY 1, 2021

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	CNC Technician	\$18.31			
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	Caster	\$17.73			
	Welder	\$17.33			
	Die Repair B	\$18.08			
	Die Repair A	\$18.66			
	Lead Caster	\$18.20			
4	Maintenance A-1	\$16.45	\$21.50	\$22.15	\$22.81
	Die Technician				
	Fab Cell Lead				
	Truck Driver	\$16.71			
5	Maintenance A-2	\$17.13	\$23.50	\$24.21	\$24.94
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	Truck Driver	\$16.71			
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Upon Ratification New employees will be paid at the new minimum rate, within eighteen (18) months the employee will be moved to the pay rate for his classification at that time.