

**AGREEMENT
BETWEEN
ARDAGH GLASS INC. - SEATTLE PLANT
AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS
LOCAL UNION NO. 46
JUNE 1, 2022
TO
MAY 31, 2025**

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AMENDED ELECTRICAL AGREEMENT

Made and entered into on May 31, 2022 to become effective June 1, 2022 between **ARDAGH GLASS INC., Seattle Plant, Seattle, Washington**, hereinafter call the **EMPLOYER** and **LOCAL UNION NO. 46, of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**, hereinafter called the **UNION**.

The parties hereto in the interest of standardization of conditions of employment and for the added purpose of fostering the mutual interest of the International Brotherhood of Electrical Workers and Ardagh Glass Inc., Seattle Plant hereby agree to and adopt the following rules to govern wages, hours and other conditions of employment to the employees performing electrical maintenance and/or direction of Ardagh Glass Inc., Seattle Plant.

ARTICLE I RECOGNITION

The Employer recognizes the International Brotherhood of Electrical Workers, Local Union 46, as the sole collective bargaining representative of all employees hereinafter classified for the purpose of making agreements as to wages, hours and general conditions of employment and for the adjusting of complaints and grievances.

- (A) All employees covered by the terms of this Agreement shall be required to become and remain members of the Union as a condition of employment from and after the thirty-first day following the date of their employment, or the effective date of this agreement, whichever is later.
- (B) The Employer agrees to refer new applicants, prior to the beginning of employment into the local business office of the Union for registration and advice as to the Union Shop requirements of this Agreement. The Employer shall give the Union notice of opportunities of employment in classifications covered by this Agreement.
- (C) The Employer will, within five (5) working days after receipt of written notice from the Union, discharge any employee who is not in good standing in the Union as required by the preceding paragraph.

The right of the Company to hire and to discharge employees for just cause is hereby acknowledged. Any discharge of an employee in their first twelve (12) months of employment is not a subject for a grievance.

ARTICLE II WAGE

- (A) Effective August 1, 2022, Maintenance Electrician wages shall be 91% of the Journeyman Wireman scale established by the Local Union #46 Inside Construction Agreement.

Effective June 1, 2023, Maintenance Electrician wages shall be 91% of the Journeyman Wireman scale established by the Local Union #46 Inside Construction Agreement.

Effective June 1, 2024, Maintenance Electrician wages shall be 91% of the Journeyman Wireman scale established by the Local Union #46 Inside Construction Agreement.

The Employer shall recognize any amount and date of any wage increase in the Inside Construction Agreement.

It is understood that Maintenance Electricians may perform Construction Electrician work as set forth in Section (B) of the Article.

- (B) Minimum rate of pay for Journeyman Wireman (Construction Electrician) is 100% of the Local Union # 46 Inside Construction Agreement.

The Employer agrees to provide wages, benefits and working conditions as established by Local 46 Inside Construction Agreement.

It is understood that Journeyman Wireman may not perform any Maintenance Electrician work under this contract.

- (C) Nothing in this Agreement shall be construed to prevent the Employer from paying over the wages herein set forth.

- (D) (1) Upon approval of the Manager, Human Resources, the classification and the minimum rate of pay for Acting Supervisor in the above classification shall be ten percent (10%) per hour above the regular rate.

(2) Classification and the minimum rate of pay for Electrician Lead in the above classification shall receive a rate of five (5%) per hour above the regular rate.

- (E) All employees shall be paid on an hourly basis and shall receive pay for the actual hours worked plus credit for authorized holidays, vacations, and Health and Welfare.

- (F) The Company shall direct deposit all weekly pay based upon the Company's paperless pay program. Employee paystubs will be available on a secure website where the employee can review and print his/her paystub. Employee information sessions and assistance will be provided to those employees not presently enrolled or utilizing paperless systems.

- (G) **Hot Work Premium.** Employees performing the following work tasks shall receive premium hot pay of one and one-half times their hourly rate for all hours worked performing those tasks.

- Wire thermal couplings
- Wire batch chargers
- Replace electrodes on furnaces
- Replace, repair, and adjust leveling probes
- Replace charger bindicator
- Repairs and maintenance work related to the wetting screw

ARTICLE III
WEEK'S WORK

Eight (8) hours in any one twenty-four (24) hour period shall constitute a shift.

Five (5) shifts shall constitute a regular workweek. Said shift and workweek shall be continuous. Days off shall be consecutive.

- (A) Day shift hours shall consist of eight (8) consecutive hours as established by mutual consent between the Company and Local Union #46. It shall include a half-hour paid lunch.
- (B) The first ten (10) hours worked on the employee's day off shall be paid at 1.5 times the regular rate. All hours worked after ten (10) on the employee's days off shall be paid at double time.
- (C) When an employee, who works a five (5) day, eight (8) hour schedule, is required to work anytime within four (4) hours previous to the start of his regularly scheduled shift, he shall be paid time and one-half the straight time hourly rate of pay. All hours worked over four (4) hours previous to the start of an employee's eight (8) hour schedule shall be paid at double time. Employees on a 12-hour shift schedule shall be paid double time for all hours required to work previous to their 12-hour shift.
- (D) Emergency call-outs shall be a minimum of four (4) hours and paid for at one and one-half (1 ½) times the regular hourly rate (unless covered in subsection (C) above).
- (E) An employee who works on his regularly scheduled day or days off shall be paid premium pay for all hours worked on such day or days provided that he works his regular work schedule in the week in which such day off falls.
 - (1) Any employee who works Easter Sunday shall be paid at the double time rate.
- (F) When an employee, who works an eight-hour schedule, works beyond the end of his regular shift, he shall be paid one and one half (1 ½) the straight time hourly rate of pay for hours worked up to twelve hours (12) and be paid double the straight time hourly rate of pay for all continuous hours worked over twelve (12) hours.
- (G) All hours worked in excess of eight (8) hours per day or forty (40) hours per week must be paid for at the applicable overtime rates.
- (H) For purposes of this Article, the workweek shall begin with the start of the first shift on Monday and extend to the start of the first shift the following Monday.

Starting and quitting times shall be left to the option of the Local Union and the Employer.

Employees shall be allowed one-half (1/2) hour lunch period on Employer's time on day shift.

Employees shall be notified five (5) working days in advance of shift schedule changes except when beyond the control of the Employer.

- (I) The Standard Work Day: For the people who work a twelve (12) hour work shift.
 - (1) The standard work day shall be twelve (12) hours inclusive of a total of one and one-half (1 1/2) hours paid meal and rest breaks.

- (J) First and Seconds Shifts:
 - (1) The employee's starting time for the first shift shall be 6:00 a.m. and the starting time for the second shift shall be 6:00 p.m. and shall continue thereafter for each twenty-four (24) hour period throughout the week.
 - (2) The workday for the first shift shall be from 6:00 a.m. to 6:00 p.m. and the workday for the second shift shall be from 6:00 p.m. to 6:00 a.m.
 - (3) Shifts will initially be assigned on the basis of seniority and will not rotate. Shifts open because of personnel changes will be bid by seniority.

- (K) The Regular Work Week:
 - (1) The regular work week shall alternate each week beginning with four (4) consecutive work days with three (3) consecutive days off followed by three (3) consecutive work days with four (4) consecutive days off the following work week.

- (L) Regular Days Off for the First Shifts:
 - (1) Sunday, Monday and Tuesday plus every other Wednesday.
 - (2) Thursday, Friday and Saturday plus every other Wednesday

- (M) Regular Days Off for the Second Shift:
 - (1) Wednesday, Thursday and Friday plus every other Saturday.
 - (2) Sunday, Monday and Tuesday plus every other Saturday.

- (N) Overtime Rate Modifications The overtime provisions of the Agreement are modified as follows for employees assigned to the regular twelve (12) hour shifts:
 - (1) Overtime premium at the time and one-half (1 1/2) rate will be paid after ten (10) hours (instead of eight (8) hours) of any work assignment and after forty (40) hours worked in any standard workweek. However,

overtime paid or work in excess after (10) hours in any workday will be credited as necessary for fair labor standards purposes as paid for workweek. After twelve (12) continuous hours, double (2x) the regular rate shall be paid.

(O) Overtime On Days Off

Sunday and Easter Overtime on Sunday and Easter will not be paid except as a result of time worked on those days and paid as overtime because of work in excess of ten (10) hours or work on regular days off.

(P) Vacations Except for the two (2) weeks of ninety-six (96) hours pay provided after five (5) years of service in Article V of the Labor Agreement, employees shall be granted forty (40) hours paid leave and not less than two (2) hours unpaid leave in lieu of each week of paid vacation entitlement under the Labor Agreement. Those employees qualifying for ninety-six (96) hours paid with two (2) weeks off will be granted a minimum of eighty-four (84) hours off with pay plus an additional twelve (12) hours vacation pay.

(Q) If called in from vacation, the employee will be paid time and one-half (1 1/2) for hours worked.

ARTICLE IV
HOLIDAYS

(A) Each employee shall receive eight (8) times his regular straight time hourly rate of pay for the following holidays, provided:

(1) The employee worked his last standard scheduled workday prior to and the first scheduled workday following the holiday. Exception will be made in cases where absence on the workday prior to, or the workday following, was due to industrial injury or approved leave of absence from work. For the purpose of this exception by reason of any of the above causes is not for a total period in excess of two (2) weeks. For purposes of this Section, temporary layoff shall be considered as one of two weeks or less in duration.

(2) The employee has been in the employ of the Employer for thirty (30) calendar days.

(B) The following shall be recognized as paid holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve Day, Christmas Day, and December 26th, 27th, 28th, 29th, 30th and the 31st.

(C) When the Fourth of July falls upon a Sunday, the following Monday shall be recognized as the paid holiday. Whenever the Fourth of July falls upon a Saturday, the preceding Friday shall be recognized as the paid holiday.

(D) All time worked on the aforesaid holidays shall be compensated for at two (2) times the regular straight-time rate, plus additional compensation pursuant to

Paragraph (A)(1) above shall be paid for such time.

- (E) If the holiday falls on scheduled days off, the employee shall receive holiday pay if he meets requirements of Paragraph (A) (1) and (2).
- (F) Should any of the above holidays fall within the vacation period of an employee, he shall be paid as set forth above for such holiday, provided he worked his last standard scheduled workday prior to and his first scheduled workday following his vacation period.
- (G) Work on holidays shall be voluntary with the employee except for those employees who must be scheduled to work in order to assure the safety, repair and maintenance of plant and equipment (emergencies) and to prepare for plant startups.
- (H) An employee who is required to work during any holiday shall be granted the option of taking an equal amount of mutually agreed upon days off from work without pay. Reasonable requests will be granted.
- (I) **Holidays – 12-hour Shift Only.** Any employee receiving holiday pay for a regular day off will receive eight (8) hours of holiday pay. Employee granted a holiday off on a normal workday will receive twelve (12) hours holiday pay. Employees working a holiday will receive eight (8) hours holiday pay plus double time for all time worked.

ARTICLE V **VACATIONS**

Any employee employed for one (1) year or longer shall receive one (1) week vacation with pay (40 hours pay). After two (2) years of service, the employee shall receive two (2) weeks paid vacation each year (80 hours pay). After five (5) years of service, the employee shall receive two (2) weeks' (96 hours pay) paid vacation. After eight (8) years of service, the employee shall receive three (3) weeks paid vacation each year (120 hours pay). After fifteen (15) years of service, the employee shall receive four (4) weeks paid vacation each year (160 hours pay). After twenty-five (25) years of service, the employee shall receive five (5) weeks paid vacation each year (220 hours pay). After thirty (30) years or more of continuous service, the employee shall receive five weeks (5) weeks paid vacation each year (240 hours pay). In the event a holiday should fall during any vacation period, Article IV, Subsection (F) will apply.

For the purpose of the foregoing sections in this Article, twelve hundred (1200) hours worked for the one Employer in a calendar year (January 1 - December 31, inclusive) shall constitute a "year's" service. If employment is terminated for any reason before the vacation period, vacation payment shall be in proportion to the actual time worked.

Vacations shall be taken at a mutually agreeable time between the Employer and the individual employee. Vacation allowance may be paid in cash.

VACATION: Any employee with two (2) or more weeks' vacation may take one (1) week, five (5), one day at a time.

Restoration of Service - An employee who is rehired by the Company and who then works at least three (3) years from the date of such rehire shall be given credit toward vacation rights for prior service with the Company provided such prior service with the Company was at least two (2) years.

ARTICLE VI HEALTHCARE

- (A) The Employer agrees to contribute the following lump sum amount per month for each regular maintenance electrician performing work covered by this Agreement to the Puget Sound Electrical Workers Healthcare Trust Fund, a jointly-trusted welfare trust created pursuant to Section 302 (c) of the Labor Management Relations Act of 1947 (Taft-Hartley) for the duration of this contract.

June 1, 2022 \$1200

The parties agree to meet and discuss additional funds for healthcare if needed during the term of the agreement.

- (B) Payments shall be due on the fifteenth of the month following the month in which the hours were worked. Each remittance shall be accompanied by a form which will be made available for this purpose.
- (C) The Employer party to this Agreement agrees to be bound by the terms and revisions of the Trust Agreement governing the Puget Sound Electrical Workers Healthcare Trust Fund, effective January 1, 1976, and all amendments of revisions hereafter adopted, and further agrees to accept as its representatives the current Employer Trustees and their lawfully appointed successors.
- (D) In addition to the remedies provided in the aforementioned Trust Agreement in the event of delinquency in the payment of contributions required by this Agreement, Employers who fail to remit regularly shall be subject to having this Agreement terminated upon seventy-two (72) hours' notice in writing being served on the Employer by the Union, provided the Employer fails to show proof that the delinquent payments have been paid to the Trustees of the Puget Sound Electrical Workers Healthcare Trust Fund.
- (E) When an Employer is delinquent in filing the contribution report or paying promptly the Health and Welfare contribution required, it is agreed that the Union shall take such action as appears to the Union to be appropriate to effect collection.
- (F) The failure of an Employer to comply with the applicable provision of the Trust Agreement governing the Puget Sound Electrical Workers Healthcare Trust Fund shall also constitute a breach of this Labor Agreement.
- (G) In no event, however, shall the Trustees be obligated to pursue the collection of delinquent contributions through the grievance arbitration procedures provided in

this Labor Agreement.

ARTICLE VII
LOCAL UNION PENSION/ANNUITY

- (A) **PENSION.** The Employer agrees to contribute the following amount for each hour worked by each employee performing work covered by this Agreement to the Puget Sound Electrical Workers Pension Trust, a jointly-trusted pension trust created pursuant to Section 302 (c) of the Labor Management Relations Act of 1947 (Taft Hartley).
- | | |
|-----------------|--------|
| August 1, 2022 | \$8.00 |
| January 1, 2023 | \$9.00 |
| January 1, 2024 | \$9.00 |
- (B) Payments shall be due on the fifteenth of the month following the month in which the hours were worked. Each remittance shall be accompanied by a form which will be made available for this purpose.
- (C) The Employer party to this Agreement agrees to be bound by the terms and provisions of the Trust Agreement governing the Puget Sound Electrical Workers Pension Trust effective June 1, 1973, and all amendments or revisions hereafter adopted and further agrees to accept as its representatives the current Employer Trustees and their lawfully appointed successors.
- (D) In addition to the remedies provided in the aforementioned Trust Agreement in the event of delinquency in the payment of contributions required by this Agreement, Employers who fail to remit regularly shall be subject to having this Agreement terminated upon seventy-two (72) hours' notice in writing being served on the Employer by the Union, provided the Employer fails to show proof that the delinquent payments have been paid to the Trustees of the Puget Sound Electrical Workers Pension Trust.
- (E) When an Employer is delinquent in filing the contribution report or paying promptly the pension contribution required, it is agreed that the Union shall take such action as appears to the Union to be appropriate to effect collection.
- (F) The failure of an Employer to comply with the applicable provisions of the Trust Agreement governing the Puget Sound Electrical Workers Pension Trust shall also constitute a breach of this Labor Agreement.
- (G) In no event, however, shall the trustees be obligated to pursue the collection of delinquent contributions through the grievance arbitration procedures provided in this Labor Agreement.
- (H) **401K/ANNUITY.** Effective August 1, 2022, the employer agrees to contribute the rate of two dollars and fifty-cents (\$2.50) for each hour worked by each employee performing work covered by this Agreement to the Puget Sound Electrical Workers Annuity Trust, a jointly-trusted pension trust created pursuant to Section 302 (c) of the Labor Management Relations Act of 1947 (Taft Hartley).

ARTICLE VIII
JURISDICTION OF AGREEMENT

It is understood that this Agreement relates only to buildings owned and/or operated by the Employer, and to equipment owned and/or leased by the Employer.

This contract shall be binding upon the parties hereto, their successors, transferees, and assignees. In the event the Company sells or transfers this plant, this Agreement shall remain in full force and effect and be binding upon the purchaser or transferee and the Company agrees it will include in the purchase agreement that this Contract is binding on the purchaser or transferee.

ARTICLE IX
STOPPAGE OF WORK

During the terms of this Agreement, there shall be no stoppage of work arising out of the application of this Agreement. All disputes shall be settled in accordance with the provision hereinafter set forth.

ARTICLE X
SETTLEMENT OF DISPUTES

It is the intent of the International Brotherhood of Electrical Workers, Local Union No. 46, and the Employer that all disputes arising out of the interpretation or application of this Agreement shall be amicably settled in accordance with the provisions hereof.

- STEP 1** If an employee has a grievance, he shall, within three (3) working days from the date the grievance arises, present it to his immediate supervisor and shop steward for discussion and settlement. The supervisor shall give the employee his decision on the grievance within three (3) working days after it has been presented to him.
- STEP 2** If the grievance is not settled in Step 1, the employee and shop steward may refer the matter to the Business Representative for investigation. If the Business Representative considers the grievance just, all facts concerning the grievance shall be reduced to writing and within seven (7) days after the completion of Step 1. The department head shall answer the grievance in writing within seven (7) days after the Step 2 discussion.
- STEP 3** (A) There shall be a Labor-Management Committee of three (3) representing the Union, and three (3) representing the Employer. It shall meet at regularly stated times as it may decide. However, it shall also meet within forty-eight (48) hours when notice is given by either party. It shall select its own chairman and secretary.
- (B) All grievances or questions in dispute shall be adjusted by the duly authorized representative of both parties to this Agreement. In the event that these two (2) are unable to adjust any matter within forty-eight (48) hours, the matter shall be referred to the Labor-Management Committee at the request of either party.

- (C) All matters coming before the Committee shall be decided by a majority vote. The Committee shall hand down a decision within forty-eight (48) hours. Four (4) members of the Committee, two (2) from each of the parties hereto, shall be a quorum for the transaction of business, but each party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting.

STEP 4

All disputes not settled pursuant to the procedures set forth in this Article may be referred to arbitration by a notice given to the Employer or the Union by the other within ten (10) days after the conclusion of Step 3 of the Settlement of Disputes procedure.

When a matter in dispute has been referred for arbitration or adjustment, the provisions and conditions prevailing prior to the time such matter arose shall not be changed or abrogated pending a decision in such conciliation or arbitration.

The American Arbitration Association shall be contracted to provide to the parties a list of five (5) arbitrators who have early available dates. The parties shall within five (5) days upon receipt of the panel return to the American Arbitration Association their selected order of preferences of American Arbitration Association panel of arbitrators.

An Arbitrator shall be selected by the Company and the Union alternately striking names from the list until one name remains.

In the conduct of arbitration hearing, the applicable provision of the Voluntary Labor Arbitration Rules of the American Arbitration Association shall control.

The Arbitrator shall have no power to add to, subtract from, or modify the terms of this Contract. The arbitrator's decisions shall be final and binding upon both parties.

Regardless of the outcome of any matter submitted to arbitration, the costs of such matter shall be borne equally by the Company and the Union. Such costs shall be limited to the arbitrator's fees and expenses. Charges for stenographic fees and expenses shall be borne by the parties ordering such service.

ARTICLE XI **NATIONAL ELECTRICAL BENEFIT FUND**

It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Associations and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and trust, that unless authorized otherwise by the NEBF, the individual employer will forward monthly to the NEBF's designated local collection agent an amount equal to three percent (3%) of

the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

The individual employer hereby accepts, and agrees to be bound by, the Restated Employees Benefit Agreement and Trust.

An individual employer who fails to remit as provided above shall be additionally subject to having his Agreement terminated upon seventy-two (72) hours' notice in writing being served by the Union, provided the individual employers fails to show satisfactory proof that the required payments have been paid to appropriate local collection agent

Restated Employees Benefit Agreement and Trust shall also constitute a breach of this failure of an individual Employer to comply with the applicable provisions of the Labor Agreement.

ARTICLE XII **FAIR EMPLOYMENT PRACTICE AND EQUAL OPPORTUNITIES**

The Employer and the Union will comply with all laws preventing discrimination against any employee because of race, religion, color, sex, age, national origin, physical handicap, or veteran status. Any dispute under this Article as with all other Articles of this Contract shall be subject to the grievance procedure.

ARTICLE XIII **BEREAVEMENT LEAVE**

An employee who has been in the employ of the company for at least thirty (30) days shall be paid for lost time at his/her base wage rate, not in excess of:

One shift (8 hrs) for:

Niece
Nephew
Aunt
Uncle

Three shifts (24 hrs) for:

Parent (Foster Parent / Step Parent)
Mother in Law
Father in Law
Brother
Sister
Half Brother
Half Sister
Grandchild
Grandparent

Five shifts (40 hrs) for:

Spouse
Children (child, step child)

Shift workers shall be made whole.

ARTICLE XIV **SEVERANCE PAY**

If the Company elects to permanently close the Seattle Plant, the Company will apply a severance pay formula providing for forty (40) hours of pay for each full year of credited service at the employee's based wage rate. The maximum severance pay any employee may receive based on years of service will be one thousand (1000) hours times the employee's base rate.

ARTICLE XV TERMINATION

- (A) Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provision shall immediately become null and void, and the parties shall thereupon seek to negotiate substitute provisions which are in conformity with the applicable laws. However, it shall be understood that all other provisions of this Agreement shall remain in full force and effect during the term of such Agreement.
- (B) This Agreement shall become effective on June 1, 2019 and shall remain in full force and effect until May 31, 2022 and shall automatically renew itself from year to year thereafter, unless either party gives written notice to the other party of a desire to amend, modify or terminate within not less than sixty (60) days prior to any expiration date.

ARTICLE XVI TRAINING

The Company agrees to pay for twenty-eight (28) hours of training (for State Certification) once every three (3) years.

ARTICLE XVII FOOTWEAR

Will be included in the Ardagh Glass Inc. Safety Footwear Program. Employees can be reimbursed for boots once they exhaust the Lehigh Fit Specialist program. This program will continue through the term of this Collective Bargaining Agreement.

ARTICLE XVIII HEALTH AND SAFETY

Union shop steward or other union designated representatives are required to attend and participate in monthly Joint Health and Safety Committee meetings as well as participate in the safety portion of all new hire (IBEW) hourly employee orientation meetings.

ARTICLE XXIV 401(K) PLAN

The Company shall establish and maintain a 401(k) plan for all covered employees. The Company shall be responsible for the administration of the plan. Such 401(k) plan will comply with all pension legislation and governmental rulings required by law, that are in effect now and may become effective during the term of the contract.

Eligibility – Employees will be eligible to participate on the first of the month following 30 days of service.

Pre-tax Contributions – Eligible employees may contribute up to 50% of their earnings in 1% increments, subject to IRS limits.

Company Match – The Company will match 25% of the first 10% of employee pre-tax contributions.


Vesting – Company match vests 20% at the end of each full year of service, 100% at the end of five years of service. Company match will vest 100% in the event of death, retirement or plant closing.

Catch-Up Contributions – As permitted under EGTRRA employees age 50 and over will be permitted to make catch-up contributions. This catch-up contribution may only be made if the employee makes the maximum permitted pre-tax contribution during the year.

IN WITNESS WHEREOF, the duly chosen representatives of the parties hereto hereby affirm that they have the authority to enter into this Agreement on behalf of themselves and their principals and hereto affix their hands and seals.


EXECUTED THIS 26TH DAY OF AUGUST, 2022.

SIGNED FO THE UNION:


Sean Bagsby, Business Manager
and Financial Secretary
IBEW Local 46

8-26-2022
Date

SIGNED FOR THE EMPLOYER


Mark Kibuta, Plant Manager
Ardagh Glass Inc.

8/17/2022
Date


Erick Lee, Business Representative
IBEW Local 46

8/24/22
Date

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LETTER OF UNDERSTANDING "B"
BETWEEN
IBEW LOCAL 46
AND
ARDAGH GLASS INC.


During the 2019 negotiations the Company and the Union discussed the value add that Mr. Cromwell delivers to the Seattle Plant.

To recognize this, the Company agrees to increase his premium to 15% above the Electrician classification rate of pay for the term of the contract with the understanding that the existing contract language for "Acting Supervisor" and "Electrician Lead" will remain as current contract language.

Also, the Company agrees to pay for phone and computer consultation outside of Mr. Cromwell's regular scheduled shift at the following rate:

- Double Time (2X) rate in 30-minute increments per phone call, email or text.
- Consultations to employees outside their regular shift in regard to scheduling or other non-technical support shall not result in any compensation.
- Multiple calls within a 30-minute interval shall not be compensated as separate calls.

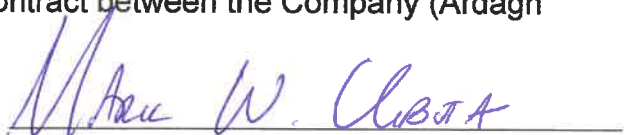
This MOU is open to renewal each term of the contract between the Company (Ardagh Group) and the Union (IBEW Local 46).



Sean Bagsby, Business Manager
and Financial Secretary
IBEW Local 46

8-26-2022


Date



Mark Kibuta, Plant Manager
Ardagh Glass Inc.

8/17/2022

Date



Erick Lee, Business Representative
IBEW Local 46

8/26/22


Date

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LETTER OF UNDERSTANDING "A"
BETWEEN
IBEW LOCAL 46
AND
ARDAGH GLASS INC.

During May 2019 negotiations with IBEW Local 46 and Ardagh Glass Seattle it was agreed to remove the shift differential of \$0.40 per hour premium from Article III, Section (J) (3) and reclassify the employee as a Night Shift Electrician with a 10% premium above the Electricians base rate. The Night shift Electrician overtime rate shall be based on the inclusion of the 10% premium.

This MOU is open to renewal each term of the contract between the Company (Ardagh Group) and IBEW Local 46.



Sean Bagsby, Business Manager
and Financial Secretary
IBEW Local 46



Mark Kibuta, Plant Manager
Ardagh Glass Inc.

8-26-2022
Date

8/17/2022
Date



Erick Lee, Business Representative
IBEW Local 46

8/26/22
Date