

AGREEMENT

Between

A. RAIMONDO INC.

And

UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE WORKERS
INTERNATIONAL UNION,
AFL-CIO-CLC ON BEHALF
OF LOCAL 14693 - 76

Effective date: July 1, 2022

Termination date: June 30, 2027

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AGREEMENT

THIS AGREEMENT dated the 1st day of July 2022 is between A. RAIMONDO INC., 450 Mt. Thor Road, Greensburg, Pa. or its successors (hereinafter referred to as the "Company") and the UNITED STEEL PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION AFL-CIO-CLC, on behalf of Local Union 14693 (hereinafter referred to as the "Union").

WITNESSETH: That in consideration of the mutual and reciprocal promises of the parties hereto herein contained, the parties hereto covenant and agree as follows:

ARTICLE I - PREAMBLE

That this Agreement is for the exclusive joint use and benefit of the contracting parties and the provisions herein defined and set forth shall be construed as binding upon and effective in determining the relations between the parties signatory hereto. It is the intent and purpose of the parties hereto that this Agreement shall promote and improve industrial and economic relationship and to set forth herein the basic agreement covering rates of pay, hours of work and other conditions of employment to be observed by the parties hereto.

It is mutually agreed and understood that the following terms and conditions relating to the employment of workmen covered by this Agreement have been decided upon by means of collective bargaining, and that the following provisions will be binding upon the Company and the Union during the term of this Agreement and any renewal thereof.

This Agreement may be modified by mutual consent in writing by the parties hereto.

ARTICLE II – DEFINITION

The term "employee" as used in this Agreement shall mean all construction employees of the Company working on an hourly basis on construction jobs for which the Company may in the future contract and perform during the term of this Agreement, but shall not include persons engaged in clerical or engineering work, timekeepers, and superintendents and subcontractors. None of the aforementioned shall perform any work covered by this Agreement except as may be required for the purpose of demonstration and instruction, or except as it may otherwise be mutually agreed upon by the parties hereto.

The term "construction" shall mean all work contracted under the name of A. Raimondo Inc.

ARTICLE III – RECOGNITION

The Company recognizes the Union as the sole and exclusive collective bargaining agent for all its eligible employees for membership in the Union.

It shall be a condition of employment that all employees of the Company covered by this Agreement who are members of the Union in good standing on the effective or execution date of this Agreement, whichever is the later, shall remain members in good standing, and those who are not members on the effective or execution date of this Agreement, whichever is the later, shall on the thirty-first day following the effective or execution date of this Agreement, whichever is the later, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective or execution date, whichever is the later, shall on the thirty-first day following the beginning of such employment become and remain members in good standing in the Union.

No person while in the employ of the Company shall be deprived of his membership in the Union so long as he complies with the Constitution of the Union.

ARTICLE IV - NON-DISCRIMINATION CLAUSE

The Union and the Company agree that they will not discriminate against any employee because of race, color, religion, sex, national origin, age, or because of a physical or mental handicap, membership or non-membership in the Union. Any and all references in this Agreement to the masculine gender shall apply equally to female gender.

ARTICLE V - MANAGEMENT

The management of the work, the direction of the working force, and the right to hire and discharge for just cause are vested exclusively in the Company and the Union shall not abridge this right as long as said right does not supersede or conflict with other provisions of this Agreement.

The Union recognizes that subject only to the express conditions of this Agreement, the supervision, management and control of the Employer's business and operations are exclusively the function of the company.

Authorized representatives of the Union may visit the job during working hours but must not hinder or interfere with the progress of the work.

ARTICLE VI - ASSIGNABILITY

This Agreement shall be binding upon the successors and the assignees of the parties hereto, and no provision, term or obligation herein contained shall be affected, modified, altered or changed in any respect whatsoever by any change in the regular status, ownership or management or either party herein.

ARTICLE VII - HOURS OF WORK

Nothing in this Agreement shall be considered a guarantee of hours of work per day or per week except as provided for in Section 5 of this Article.

A regular workweek shall consist of forty (40) hours recognized as regular time and paid for at the regular rate of pay specified in this Agreement. All hours worked in excess of forty (40) per week shall be paid for at time and one-half (1 1/2). The workweek shall begin at 12:01 A.M., Thursday of each week.

The Company will endeavor to divide overtime work, other than in cases of emergencies, equally among the employees regularly assigned to such work.

An employee who reports to work on his scheduled shift pursuant to instructions and has not been previously notified by at least 15 minutes before starting time of the shift shall be guaranteed one hour Prep Time and one hour pay at his regular rate. The Company shall have the right to hold the employee at the shop or job site during the two (2) hours and assign work as may be available. This section does not hold the Company responsible for payment of the above hours due to an accident or conditions beyond the Company's control.

Employees shall report to work at 8:00 A.M., unless notified in advance. Any "prep work" performed prior to the scheduled starting time shall be paid at the prep work rate.

Employees having worked overtime shall not be subject to layoff to equalize their overtime compensation.

Employees can receive separate payment for personal time off at their straight time regular pay rate up to 16 hours per calendar year. Employees must notify Employer two days before personal leave, except for medical emergencies but as soon as practicably possible. Employees must use 2 hours or more and will provide their own transportation to and from job site. Unused hours per calendar year are noncumulative and not part of Employees' timesheet.

ARTICLE VIII - SENIORITY

An employee's seniority shall date from his last hiring date with the company and shall include continuous service for absences due to injury, sickness, military service or jury duty.

An employee's seniority shall be broken for any of the following:

- (a) If he quits;
- (b) If he is discharged;
- (c) If he is absent from work without giving notice to the Company, or without the Company's permission, for two (2) consecutive working days or more, unless a satisfactory reason is given to the Company;
- (d) If he has been laid off for a period of 12 months;
- (e) If he takes a job with another company.

If a job is nearing completion and layoffs are necessary, the seniority principle shall be observed provided the senior employee is capable of performing the work.

All employees with seniority shall be given an opportunity to claim work on new jobs before any new employees are hired.

Seniority shall be on a Company continuous basis rather than on a job basis. The Company will furnish the Union with the names of each employee along with his last hiring date.

ARTICLE IX - SAFETY AND WELFARE

All legal obligations and duties imposed by law upon the Company for the preservation of life, limb and property, shall be complied with to the fullest extent.

The employees will abide by reasonable rules and regulations of the Company for the protection of life and the preservation of property, providing said rules do not conflict with or supersede any other provision of this Agreement. The local union committee and management may institute a set of rules.

ARTICLE X - GRIEVANCE PROCEDURE

Both parties to this Agreement hereby agree that should differences arise between the Company and the Union regarding the application of the terms of this agreement, or should any local trouble of any kind arise on the job, there shall be no suspension of work on account of such differences and an earnest effort shall be made to settle such differences immediately in the following manner:

- First: Between the aggrieved party and the foreman
- Second: Between the job steward and/or Union representative and the foreman
- Third: Should this matter remain unresolved it shall then be reduced to writing and presented to the President of the company within seven (7) days. The International Representative and/or the Local President along with the Unit President shall then schedule a meeting with the company in an effort to resolve the dispute.
- Fourth: Should the above fail the matter shall be referred to an impartial arbitrator to be mutually selected by the Union and the Company. The arbitrator so agreed upon shall expeditiously and without delay decide said case. The decision of the arbitrator shall be final and binding, and the expenses incident to the services of the arbitrator shall be paid equally by the Company and the Union.

The aggrieved employee may or may not attend each and every step of the grievance procedure, as he so desires.

At any stage of the procedure outlined above, the Union or its designated agent may participate in the adjudication of the dispute. Pending the adjudication of any dispute the employee or fellow employees shall not cease work. When a joint decision is reached at any stage, it shall be final and binding upon both parties hereto and shall not be subject to re-opening by either party except by mutual agreement.

ARTICLE XI - UNION SECURITY & CHECK-OFF

The Company recognizes the Union as the exclusive bargaining agency for all employees covered by this Agreement.

In recognizing the Union as the exclusive bargaining agency, the Company recognizes the established committee of the Union as designated by the Union, and will deal solely with such committees in the handling of such matters as properly come within respective committees jurisdiction. The Union agrees to follow the proper committee organization and procedure in presenting such matters to the Company for consideration which are properly within the jurisdiction of the respective committees.

The Company agrees that in order to expedite the matter of having new employees join the Union, all new employees will sign their Union Membership and Check-off Authorization cards at the time of their employment. The Company, however, shall not be considered as an agent of the Union for this purpose.

All employees, as a condition of employment, shall become and remain as members of the Union in good standing during the life of this Agreement. All new employees, within thirty (30) days after the day of hiring shall, as a condition of continuous employment, become and remain members of the Union in good standing.

During the term of this Agreement, the Company shall remit dues, initiation fees, and assessment as requested by the International Secretary-Treasurer of the United Steelworkers together with a check-off list showing the name of each employee and the amounts checked off for dues, initiation fees and assessments, and a copy of said deduction list shall be forwarded to the Financial Secretary of the Local Union.

All checks shall be made payable to the United Steelworkers and forwarded to the International Secretary-Treasurer.

If for any reason an employee does not work during the first pay period of any month in which the check-off is made, the Employer shall make deductions for the above purpose from such employee's wages out of the next succeeding pay period in which an employee works.

The Company will continue to deduct dues and initiation fees at the rate in force until officially notified of a change.

The Union shall indemnify and save the Company harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Company in reliance upon lists or authorization furnished to the Company by the Union or for the purpose of complying with any provisions of this Article.

The Company will notify the Union in writing of any change in names and positions, as they relate to membership in the bargaining unit, in the current or succeeding month of such change.

If an employee does not work five (5) days in any given month, he shall be exonerated from payment of dues. However, if the employee should work at the last five (5) days of a given month, the dues shall be deducted the following month for the preceding month and the current month.

ARTICLE XII - TOOLS AND EQUIPMENT

The Company shall not be hindered or prevented from using any type or quality of machinery, tools or appliances and may secure tools or equipment from any market or source it sees fit without interference of any kind. It is understood that this Agreement shall apply to all work hereinbefore provided for in Article II of this Agreement.

Employees shall furnish complete set of hand tools in good condition, which shall be checked monthly by the Union Committee.

The Employer shall furnish all motor driven tools, binders, punches, saw blades, drill bits over one-fourth inch, pipe wrenches over fourteen inches and wire pulling equipment.

ARTICLE XIII - HOLIDAYS

For contractual purposes the following days shall be considered holidays: January 1st, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Eve, Christmas Day and New Year's Eve.

All work performed on these holidays shall be paid for at two (2) times the employee's regular rate of pay.

ARTICLE XIV - WAGES

A wage schedule setting forth the rates of pay for the various classification shall be attached hereto, marked Schedule "A" and a part of this Agreement.

Wage rates not shown on Schedule "A" shall be a matter for negotiation between the parties hereto.

On all projects where the wage rates are predetermined the re-determined wage rates shall prevail.

ARTICLE XV - INSURANCE

The Company shall supply for each employee and their family hospitalization and medical coverage through a Blue Cross/Blue Shield plan or a plan and/or carrier that provides substantially similar, but not necessarily equal benefits.

The Company will pick up 71% of the cost of this coverage. Employees will pay 29% of their cost.

Dental and Eye coverage will also be available to the employees and their family at the same cost share structure as listed above.

ARTICLE XVI - PENSION

The Company agrees to the Steelworkers Pension Trust. The Pension Incorporation Agreement is attached as Schedule "B" and is hereby incorporated into this agreement.

ARTICLE XVII - PROBATION

It is agreed that new employees shall be considered probationary employees for the first one hundred and five (105) calendar days of their employment. Probationary employees may be laid off or discharged for cause as exclusively determined by Management, provided that the provisions hereof will not prevent a probationary employee from joining the Union, it being further provided that the provisions hereof shall not be used by Management for purposes of discrimination because of membership in the Union.

ARTICLE XVIII - MISCELLANEOUS

In further consideration of the mutual promises contained herein, the parties hereto expressly agree that neither party shall bring, nor cause to be brought, any court or other legal or administrative action against the other until the dispute, claim, grievance or complaint shall have been brought to the attention of the party against whom it shall be made, and the said party after actual notice of same shall within a reasonable time fail to take steps to correct the cause or circumstances giving rise to such dispute, claim, grievance or complaint.

Drug and Alcohol policy, which call for random testing, is attach and shall be Schedule "C".

ARTICLE XIX - ABSENTEEISM

For any Quarter period (3 consecutive months) – If an employee is absent from work for two (2) incidents, (an incident is considered a single day or multiple consecutive days) that employee shall receive a written warning. Should an employee be absent from work for three incidents, in a quarter period that employee shall be suspended without pay for three (3)

workdays. Should an employee be absent from work for four (4) incidents in a quarter that employee shall be suspended pending discharge.

Any employee that reports off work for an incident, which exceeds three consecutive days, must have a doctor's excuse prior to returning to employment.

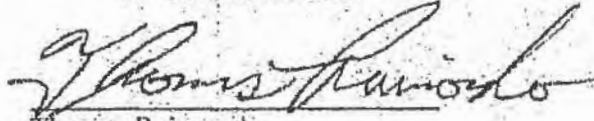
Any employee who fails to report off work (by telephone or in person) for the first offense shall be written warning. The second offense shall be suspension pending discharge. The exception to this policy, should an employee be incapacitated, that would prevent that employee from making a telephone call (accident, hospitalize etc.)

ARTICLE XX - TERMINATION

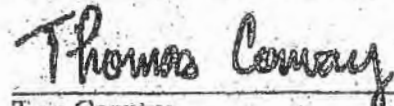
This agree shall become effective July 1, 2022 and shall continue in full force and effect until 11:59pm June 30, 2027 and from year to year thereafter unless either party desires termination of the agreement and shall file written notice of such termination at least sixty (60) days prior to any termination date.

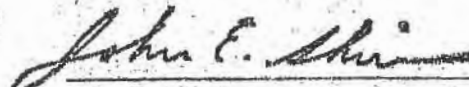
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their respective names of their respective representatives thereunto duly authorized.

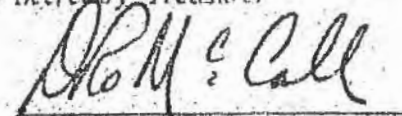
A. Raimondo Inc.

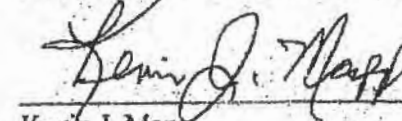

Thomas Raimondo
President

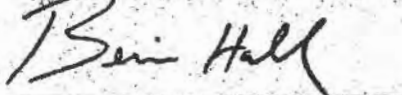
UNITED STEELWORKERS

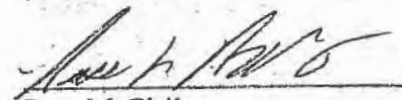

Tom Conway
President

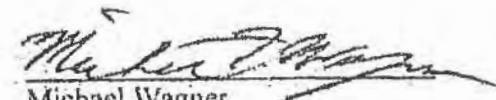

John E. Shinn
Secretary-Treasurer


D. R. McCall
Vice President (Administration)


Kevin J. Mapp
Vice President (Human Affairs)


Bernie Hall
Director District


Ross McClellan
Staff Representative


Michael Wagner

SCHEDULE "A"

CLASSIFICATION	7-1-22	7-1-23	7-1-24	7-1-25	7-1-26
Prep Work*	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
Labor	\$21.70	\$22.10	\$22.50	\$22.90	\$23.30
Journeyman	\$27.20	\$27.70	\$28.20	\$28.70	\$29.20
Working Foreman	\$29.35	\$29.85	\$30.35	\$30.85	\$31.35

*In the event that prep work creates overtime in a work week, the prep work overtime rate shall be \$22.50 per hour.

Apprentice 1st 6 months 65% of Journeyman Rate
 7-12 months 70% of Journeyman Rate
 13-18 months 75% of Journeyman Rate
 19-24 months 80% of Journeyman Rate
 25-30 months 85% of Journeyman Rate
 31-36 months 90% of Journeyman Rate

New hired unskilled laborers shall have a starting rate of \$2.00 per hour less than the rate listed above for the labor classification. These employees shall receive a \$.50 per hour raise every six (6) months, plus any annual negotiated raises listed above. Two (2) years from the date of hire these employees shall receive the labor pay rate establish and list above in "Schedule A".

Out of Town pay \$40.00 per day

Travel Pay

Travel pay shall be paid to the driver only when using own vehicle in excess of twenty (20) miles from the center of Greensburg, Pennsylvania at the following rate:
 \$15.00 per day.

No travel pay shall be paid when using Company owned vehicle.