

AGREEMENT

BETWEEN

GOLDEN EAGLE CONSTRUCTION
COMPANY INC.

AND

UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND
SERVICE WORKERS INTERNATIONAL UNION

ON BEHALF OF

LOCAL 14693-37

EFFECTIVE JULY 1st, 2023

EXPIRES JUNE 30th, 2025

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AGREEMENT

THIS AGREEMENT made and entered into this 1st day of July 2023, by and between GOLDEN EAGLE CONSTRUCTION COMPANY, INC., hereinafter referred to as the Company, party of the first part,

AND

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALIED INDUSTRIAL AND SERVECE WORKERS INTERNATIONAL UNION AFL-CIO-CLC, collective bargaining agent for those employees of the Company designated in Article II, hereafter referred to as the Union, party of the second part.

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

ARTICLE I
PURPOSE AND INTENT

Section 1: 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 party's signatory hereto. It is the intent and purpose of the parties herein to promote and improve industrial and economic relationships in the highway and heavy construction industry and to set forth herein the rates of pay, hours of work, and conditions of employment to be observed by the parties hereto.

ARTICLE II
SCOPE OF THE AGREEMENT

Section 1: The Company recognizes the Union as the sole and exclusive collective bargaining agent for the purposes of collective bargaining in regard to wages, hours of work and other terms and conditions of employment for all employees of the Company except the engineering staff, clerical employees, watchmen, timekeepers, superintendents, master mechanics, assistant superintendents, general foremen, foremen, or any other supervisors having the right to hire or fire or effectively recommend same and in charge of classes of labor.

Section 2: The Employer and the Union recognize that they are required by law not to discriminate against any person with regard to employment of Union membership, because of race, religion, color, age, sex, national origin, ancestry, or because of physical or mental handicap and hereby declare their acceptance and support of such laws.

This shall apply to hiring, placement or employees, rates of pay, or other forms of compensation, selection for training, including apprenticeship, layoff or termination of

employment, and application for admission to Union membership.

Section 3: The Company agrees that it will not subcontract any paving work whenever it has employees on lay-off.

Section 4: It is mutually understood that the following terms and conditions relating to the employment of persons 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 during its life may be modified only by mutual written consent of the parties hereto. The provisions of this Agreement shall be subject to any changes made necessary by reason of Federal and State legislation, regulations or specifications.

Section 5: This Agreement applies to all types of construction work performed by the Company in the State of Pennsylvania including all types of utility work and all jobs let by an agency of Department of the United States or the state of Pennsylvania authorized to award contracts; i.e., mine flushing, mine fire control, etc.

Section 6: Any and all references in this Agreement to the masculine gender shall apply equally to the feminine gender.

ARTICLE III **MANAGEMENT**

Section 1: The management of the work, the direction of the working force, assignment of men to specific projects and the right to hire and discharge for just cause are vested exclusively in the Company, subject to all other provisions of this Agreement. It is not the intention of this provision to encourage the discharge of employees.

Section 2: The number of men to be employed, and the number and classification of men required to operate any piece of equipment shall be at the sole discretion of the employer. The fact that certain classifications and rates are established does not mean that the employer must employ workmen for any one or all such classifications or to man any particular piece of equipment that happens to be on the project unless the employer has need for such workmen.

Section 3: The Company shall not be hindered in or prevented from using any type of quality of machinery, tools, and appliances, and may secure materials or equipment from any market or sources it deems fit without interference of any kind.

Section 4: Employees in the excluded category (see Article II, Section 1) shall not perform any work normally performed by workers under their supervision, except in cases

of operating difficulties, or to instruct workers, or to assure the proper performance of work or work of an experimental nature providing regular employees are not thereby replaced.

Whenever it is determined that any excluded person is in violation of this section, then payment for the time worked by such excluded individual shall be made to the person designated by the Union as being the one who should have been working, even if it means payment of straight time wages beyond 40 hours in a week.

Section 5: The Company supports the use of progressive discipline to address issues. The progressive discipline policy is designed to correct actions and improve employee performance. The following is an outline of the disciplinary Steps:

- Verbal Warning
- Written Warning
- Final Written Warning and 'or 3 day suspension
- Termination

Infraction shall "drop off" an employee's record after twelve months.

It is understood that certain infractions are of a serious enough nature to warrant immediate termination. Examples: Physical Violence, Willful destruction of company property, theft, sabotage, or causing an accident or injury while under the influence of drugs or alcohol.

ARTICLE IV UNION REPRESENTATIVES

Section 1: Upon proper notice to the representative of the Company in charge of the project, authorized representatives of the Union may visit any of the jobs covered by this Agreement during working hours, provided that the progress of the work is not interfered with or hindered. Such Union representatives must comply with all safety regulations in effect on the project.

ARTICLE V PROBATIONARY PERIOD

Section 1: It is agreed that new employees shall be considered probationary employees for the first thirty (30) days of their employment except that upon agreement between the Company and the steward the probationary period may be extended for an additional thirty (30) days on a case-by-case basis. 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 VI HOURS OF WORK, HOLIDAY & PREMIUM PAY

Section 1: The regular work week for all employees shall start with the first shift on Monday and shall consist of forty (40) hours which shall be recognized as regular time, and each employee shall be paid for any of these hours he/she works as the regular rates of pay specified in this Agreement. Hours worked beyond forty (40) in a week shall be paid for at one and one-half (1 1/2) times the regular rate of pay with no pyramiding of overtime.

Time and one-half shall be paid for work performed over eight (8) hours per day only as required by the terms of a contract in effect between the contractor and the awarding agency. Time and one-half the regular rate shall be paid for all work performed on Saturday except where, due to conditions on a job arising out of inclement weather, forty (40) hours have not been worked in the week (exclusive of overtime) prior to Saturday. Time worked on Saturday shall be on a straight time basis up to and including the 40 hours. In the event make-up time is to be worked on Saturday, not less than an eight (8) hour day shall be scheduled. Double time the regular rate shall be paid for all work performed on the seventh consecutive day of work in the workweek whether or not such is required by the terms of a contract in effect between the contractor and the awarding agency.

Section 2: Holidays-New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day shall be paid holidays, at eight (8) times the employee's regular hourly rate provided the employee worked his last scheduled work day before and the first scheduled work day after the holiday. Moreover, double time the employee's regular rate shall be paid for all work performed on holidays.

In the case of the aforementioned holidays, they shall be considered, although not worked, as the equivalent of eight (8) hours' time worked for the purpose of computing any premium overtime required by law or by contract. An employee, upon furnishing a request for the time off during the preceding calendar week, may be granted time off without pay during the first two (2) days of Buck Season and the first day of Doe Season; such days, if not worked, shall not be counted as hours worked for the purpose of computing overtime.

Section 3: Absence due to an injury received on the job which is compensable will be counted as time worked for the purpose of computing holiday pay, and in no case will this absence disqualify the employee for holiday pay, provided such absence does not exceed thirty (30) days.

Section 4: No employee shall be laid off during his regular workweek for the purpose of avoiding payment of premium time or payment for the seventh (7th) consecutive day worked, Sunday, or paid holidays.

Section 5: If the operation is put on more than one (1) shift, a premium of one dollar and fifty cents (\$1.50) shall be included in the basic hourly rates, for all hours worked (on non-rate projects only) and shall be computed towards overtime. For the purposes of this section, an employee who starts to work on or after 12:00 noon but before 4:00am shall be paid the shift premium for all hours worked. Shift premium shall not apply to shop personnel.

Section 6: In case an employee is injured on the job, the employee will be paid his/her applicable rate for time spent at the medical treatment site, including travel time, up to a total of eight (8) hours for the day. If the doctor does not return the employee to work that day, the employee shall receive his/her applicable rate for the balance of that day (up to a total of eight (8) hours for the day).

ARTICLE VII
CALL-IN PAY

Section 1:

- A. If an employee arrives at work and “waits” to work without performing any work for a minimum of one (1) hour, he will be paid a total of two (2) hours at his regular base wage as shown in Schedule “A”.
- B. If an employee reports to work and “waits” for any period of time and then subsequently works, he shall be paid for the time spent waiting in addition to his time spent working.
- C. If an employee arrives at work and is “waiting”, but performs work within his job description or at the request of the employer for a minimum of one (1) hour, he will be paid for a total of three (3) hours at his regular base wage as shown in Schedule “A” including the one hour worked.

ARTICLE VIII
VACATION PAY

Section 1: Vacation pay will be granted to all employees with one (1) year of service to the company.

Section 2: To determine the tier to be used for each employee, the employee's completed years of service as of January 1st of the vacation year shall be used.

TABLE 1

Years of Service	
------------------	--

1-4	\$75 month
5-9	\$100 month
10-14	\$125 month
15+	\$150 month

Section 3: ~~Employees shall receive this pay two (2) weeks prior to December 25th of each year.~~ The Employer agrees to pay out any unused vacation on the last paycheck they will receive at the end of the season.

ARTICLE IX — SENIORITY

Section 1:

- A. In all cases of promotion or increases and decreases in the working force, length of service with the Company shall govern assignments provided the employees involved are able to perform the available work. Any employee believing himself unjustly affected by a Company decision in the operation of this article may appeal through the grievance procedure provided for by this Agreement.

- B. Any employee who has been transferred or promoted to a position excluded from the bargaining unit shall not lose his seniority for a period of ninety (90) calendar days. Should the employee return to the bargaining unit within these ninety (90) days, he shall not lose his seniority; however, should he remain in that position for more than ninety (90) calendar days, he shall lose all of his seniority. This ninety (90)-calendar day period shall apply to an individual on one occasion only. If the employee is subsequently transferred and reclassified by the Company to a position in the bargaining unit, he shall be assigned as a new employee.

- C. The seniority provisions contained in this Article shall not be applicable on any particular day where only a part of a phase of a project can be worked on that day for any reason; this provision is in addition to prior understandings reached between the parties with respect to equipment failure or breakdowns.

Section 2: Seniority shall be terminated by (a) voluntary quit or retirement, (b) discharge for cause, (c) a lay-off for a period of two (2) years, or (d) an employee's failure to notify the employer within three (3) work days of intention to return to the employ of the Company after receiving notification of available work.

At all times, the employee shall leave with the project bookkeeping department a telephone number and his home mailing address at which the employer can immediately contact the employee for the purpose of notifying him of available work.

Section 3: The Company agrees to notify the Local Union Office of having jurisdiction over any of its projects under this Agreement of the following:

- A. The location of the specific project.
- B. Job Classification of work available and the number of men desired for each classification.

Section 4: The Company shall supply to the Union an up-to-date and accurate seniority list on January 1 and July 1 of each calendar year. Such information shall be mailed to such office as the Union may from time to time designate. The Seniority List shall include the employee's name, his normal work classification and hiring date.

ARTICLE X ON THE JOB TRAINING — JOB POSTING

Section 1: Workers shall be free to accept employment in any occupational classification that they have the ability and the training to perform, providing there is a vacancy, and they shall be paid the scale of wages applicable to the work performed. However, as the need for more skilled positions arises the senior employees who desire to do so shall be given the opportunity to learn any occupation requiring greater skill. He may work at the new job classification for a training period of thirty (30) working days and if at the end of the thirty (30) working day training period the worker is qualified to perform this job classification satisfactorily, he shall then receive the rate of pay applicable to the classification. During this thirty (30) working day training period, he shall work at the wage rate applying to the job classification performed prior to training. If at the end of the thirty (30) working day period the worker is not qualified to perform this job classification satisfactorily, he shall be entitled to return to his old job without any loss of seniority. The Company shall furnish to the Union the name, classification, location and starting date of all trainees under this section. The Company further reserves the right to fill vacancies in positions requiring certain skills with new hires already possessing the required skills as the need arises.

Section 2: The Company shall post notice at the main office and notify the Unit President of any vacancies of job classifications. This notice shall be posted two (2) weeks prior to the vacancy being filled, also the Company shall insert a notice of any vacancies in the employees' pay check, coinciding with the pay period with the notice being posted for 2 weeks. Employees wishing to fill the vacancy must give written notice to the Company in no less than five (5) working days prior to the vacancy being filled.

ARTICLE XI — GRIEVANCES

Section 1: Should differences arise as to the meaning and application of the provision of this Agreement, or should differences arise about matters not specifically mentioned in this Agreement, or should any local trouble of any kind arise on the project, an earnest effort will be made to settle such differences, immediately in the following manner, during

which time there shall be no suspensions, lockouts, interruptions, or impeding of work, concerted work stoppages, strikes or other interferences with efficient production and plant maintenance.

First: Between the aggrieved party who may be accompanied by the Job Steward, if the employee desires his presence, and the Job Superintendent within seven (7) calendar days from the day the aggrieved party knew or reasonable should have known of the grievance. If this time limit is not met, the grievance shall be deemed to have been waived.

Second: Should agreement not be reached between the Job Steward and the Job Superintendent, the grievance must be reduced to writing and referred to the staff representative of the Union and representatives of the Company within ten (10) calendar days from completion of the First Step. The representatives of the Company and Union shall meet as soon as possible to try to resolve the grievance. The Company shall have up to ten (10) days from the date of this meeting to answer the grievance in writing.

Third: If such meeting shall fail to settle the grievance or if no such meeting is called, either party, with or without the consent of the other may request the Federal Mediation and Conciliation Service to appoint an arbitrator and if so requested by either party, the Federal Mediation and Conciliation Service shall designate and appoint such arbiter. The decision of the arbitrator shall be formal and binding. The fees and expenses of the arbiter so selected shall be borne equally by the Company and the Union. The failure of either party to meet the time limits in this procedure shall result in a default. All of these time limits may be extended by the mutual written agreement of the parties. The arbitrator shall not have the authority to add to, subtract from or otherwise modify the terms and conditions of this Agreement.

Section 2: A decision reached at any stage of the proceeding above outline shall be binding upon both parties hereto and shall not be subject to reopening by any other party except by mutual agreement.

ARTICLE XII UNION SECURITY & CHECK-OFF

Section 1: It shall be a condition of employment that all employees of the employer 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 later, shall on the eighth (8th) 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 this effective or execution

date, whichever is the later, shall on the eighth (8th) day following the beginning of such employment become and remain members in good standing in the Union.

Section 2: The membership dues, including initiation fees and assessments of UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALIED INDUSTRIAL AND SERVECE WORKERS INTERNATIONAL UNION AFL- CIO- CLC, Secretary-Treasurer, 60 BLVD of the Allies, Pittsburgh, Pa. 15222. In the case of the Union's prescribed initiation fee, the employer shall deduct fifty percent (50%) during the first week of employment and fifty percent (50%) during the second week of employment.

Section 3: Such remittance shall be accompanied by an itemized statement showing the name of each employee and the amount checked off for dues, initiation fees or assessment, together with a list of employees from whom dues, initiation fees or assessments have not been collected.

Section 4: In the event of an overcharge for dues or assessments collected by the Company, the Union shall be responsible for adjustment of such claim with the member. In the event of an undercharge and upon proper notification by the Union, the Company shall make further deduction for this purpose on the next succeeding payday.

Section 5: Pursuant to the rules and regulations of the United Steelworkers, AFL-CIO-CLC, no assessments may be levied by any local union against its members without the approval of the International office of the Union.

Section 6: The Company shall deduct, on behalf of the employee, credit union contributions in the case of any employee who supplies to his employer an individual signed authorization in support of such deduction. Each individual employee's contribution shall be uniform for any calendar year and not subject to change during such year.

ARTICLE XIII — WAGE SCALE

Section 1: On any heavy and highway work where, minimum wage rates are predetermined by the United States or Pennsylvania Department of Labor and such are higher than the wage rates set forth herein, then the higher of the two (2) shall prevail.

Section 2: Wage rates in effect at the advertising date of a specific project will establish the wage scale for the entire duration of that project regardless of the termination date of this Agreement and are not to be subject to renegotiation for the duration of that project.

Section 3: For all projects on which rates have not been predetermined by either the Commonwealth of Pennsylvania or an agency of the United States, Penn Dot, Counties,

Townships and Municipalities within the Commonwealth, and utility work, the rates applicable on such work shall be the rates set forth in the attached Wage Schedule "A".

**ARTICLE XIV — INSURANCE – ADD CURRENT INSURANCE AMOUNTS HERE,
PENDING REVIEW BY THE UNION**

Section 1: The Company will provide health insurance and prescription drug coverage that complies with the following standards for in-network coverage: (1) The plan shall qualify as a high deductible plan as defined by the Internal Revenue Service. (2) Employees shall not be responsible for deductibles in excess of \$5,000 for a single plan and \$10,000 for a family and out of pocket maximums of \$2,000 individual and \$4,000 family. (3) In no case shall the plan exceed total out of pocket expenses of \$9,100 for a single plan and \$18,200 for a family plan. (4) **Once out-of-pocket limit is met, plan pays 100% coinsurance for the rest of the benefit period.** (5) There shall be no changes to the healthcare 'prescription drug plan except that co-pays may change yearly. A schedule of benefits is attached to this agreement and identified as Exhibit "B"

~~The employer shall contribute \$1,300 each plan year into a qualifying HSA account for each employee enrolled in the employer's Healthcare plan. (\$325.00 January 1st, April 1st, July 1st, Oct 1st)~~

A new employee will become eligible for this coverage on the beginning of the month following completion of 30 calendar days of employment.

Section 2: An employee on lay-off will have his/her coverage continued by the Company.

Section 3: On prevailing wages projects for the year of 2023 the Company can deduct up to \$25.50 per hour (**depending on job classification**) from the prevailing wage fringe package to cover the health care benefits. For each after 2023 the Company may increase the deduction as needed to maintain the health care benefit for all twelve months of the year. Each year, within two months, the Company and the Union shall meet and review this increase and adjust accordingly prior to implementing.

Section 4: Short-term disability insurance with a benefit of \$550.00 per week will be provided by the employer. The maximum benefit period is twenty-six (26) weeks. Benefits for accident or illness will begin on the first (1st) day for an accident, the eighth (8th) day for illness. The cost of such coverage shall be deducted from the prevailing wage fringe package.

An employee's healthcare coverage shall continue as if they are actively working for the month in which their STD commences and one full calendar month following. Beyond that, the employee may continue their coverage through COBRA.

The company and the Union shall also meet and review annually any cost increases to the STD insurance

ARTICLE XV
APPRENTICE TRAINING

Section 1: The parties hereto have previously adopted and caused to be approved by the appropriate Federal and State agencies an Apprentice Training Program that includes a set of approved standards for the training both on and off the job of apprentices. Such program, as now approved and as may be amended and approved by government agencies in the future shall be deemed to be incorporated by reference in this Agreement as a part hereof and the parties pledge themselves to use their best efforts to see to the future, continued successful operation of such program until the end of this contract term.

ARTICLE XVI — SUCCESSORS CLAUSE

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

ARTICLE XVII
WAIVER OF RECOURSE TO LEGAL REMEDIES

Section 1: In further consideration of the mutual promises contained herein, the parties hereto expressly agree that neither party shall bring or 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 fail within a reasonable time to take steps to correct the cause or circumstances giving rise to such dispute, claim, grievance or complaint.

ARTICLE XVIII — SAFETY

Section 1: The parties hereto shall establish a joint (three representatives from each party) Safety Committee to evaluate all present and future standards and guidelines for on-the-job safety in the heavy and highway industry as may from time to time be promulgated by Federal, State or Insurance Industry representatives. When the Committee unanimously adopts certain safety standards, such standards shall be adopted by the Company within sixty (60) days thereafter.

Section 2: The parties agree that the Union shall be entitled to designate a qualified safety

person on each project to voice Union concern over safety on the project.

Section 3: If an employee is assigned to perform work which he sincerely believes to be unsafe or unhealthy to a degree above and beyond the normal hazards inherent in the operation in question, he shall first discuss the issue with his supervisor in a sincere, factual manner in order to resolve the issue. Should this fail; the employee may request his supervisor to call the Company and Union Safety Committee to investigate and review the condition in question as soon as it may be practical. This action shall not restrict the Company's right to reassign the complaining employee or to assign another employee to the operation provided he/she is first informed by the complainant, or the supervisor, or a Safety Committee member regarding the safety complaint.

ARTICLE XIX — FUNERAL LEAVE

Section 1: Each and every eligible member of the bargaining unit shall be entitled two (2) occurrences of funeral leaves, two (2) days per occurrences, per calendar year computed at eight (8) times his regular hourly rate but funeral leave shall not be considered as time worked for the purpose of computing any premium overtime due by law or by contract provisions. This leave cannot be accrued from year to year and will be confined to the members of the immediate family consisting of the following:

Husband/Wife, Son/Daughter, Brother/Sister, Father/Mother,
Grandfather/Grandmother and Father-in-law/Mother-in-law and Grandchildren.
(Children also include Stepchildren). The employer shall have the right to request verification of the death.

Eligibility on the part of an employee to receive funeral leave pay shall be the same as the requirement for eligibility for vacation pay as set forth in Article VIII — Vacation Pay.

ARTICLE XX — NO STRIKE/NO LOCKOUT

Section 1: During the term of this Agreement the Union agrees that it will not cause or condone a strike, work stoppage, slowdown, or any other interference with or impeding of work.

Section 2: The Company agrees that, during the term of this Agreement it will not lockout any of its employees.

ARTICLE XXI — BONUS

Section 1:

- A. The pay period week of August 15th, all employees shall receive an extra day pay of eight hour's times their rate of pay establish in schedule A of this Agreement as long as the meet the requirements set forth in (B) below. This pay will not be computed towards overtime in that pay period.

B. The employee shall not have reported off from work or scheduled vacation any day in the month of July of the same calendar year. Absences due to medical reasons that are excused by a physician or time taken as Union business shall not disqualify an employee from the bonus.

ARTICLE XXII-401K

Section 1: The employer will work to make available in 2018 a qualifying 401K savings plan to be provided by the employer to all members of the bargaining unit.

Section 2: For prevailing rate jobs \$2.00 per hour shall be contributed.

Section 3: For contract rate work employees may elect a contribution level of their own choosing.

ARTICLE XXIII - Alcoholism and Drug Testing

Section 1: The Company and the Union agree to cooperate in encouraging employees afflicted with alcoholism and drug abuse to undergo rehabilitation. Should an employee request rehabilitation, such request shall not jeopardize the employee's job security. Upon return from rehabilitation, the employee shall be subject to random testing for a period of **two (2)** years.

The cost for the rehabilitation program shall be covered by the employees' health insurance. Should any portion not be covered by their plan the employee shall be responsible for the balance.

Section 2: In the event an employee reports to work and his/her supervisor has "probable cause" to believe that the employee is under the influence of alcohol or any drug, the employee will be requested as a condition of continued employment to submit to immediate testing. "Probable cause" shall be based upon the smell of alcohol, slurred speech, staggering gait, and/or other abnormal physical or psychological behavior typically associated with drug or alcohol intoxication or impairment. Such employee shall remain off of work until testing is complete. In the event a test result is negative the employee shall be immediately reinstated and paid any lost wages and benefits. Refusal to be tested shall be grounds for termination.

In the event of a confirmed positive test, the employee will be referred to an Employee Assistance Program (EAP) for rehabilitation and disciplined with a final warning. Upon return from rehabilitation, the employee shall be subject to random testing for a period of **two (2)** years. If a random test is confirmed positive, the employee will be terminated.

Section 3: The employer shall have the right to drug test employees returning from layoff in the spring.

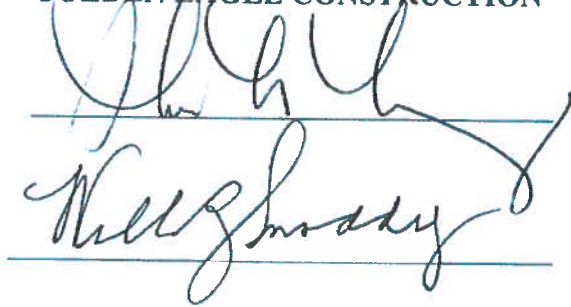
Section 4: Should an employee be admitted for in-patient rehabilitation; the employer shall continue their healthcare coverage for the remainder of the month and one addition full month following.

ARTICLE XXIV — TERMINATION

Section 1: This Agreement becomes effective as of July 1, 2023 and will continue up to and including June 30, 2025. but either party may serve written notice on the other party between April 1 and May 31, 2025 that it desires to reopen the contract as to any subjects and the failure to furnish any such written notice shall cause the terms and provisions of this contract automatically to go into effect for another year subject to all the same terms and provisions including this Article on termination.

In witness whereof, the parties hereto have caused this Agreement to be executed by the duly authorized representatives as of the 1st day of July 2023.

GOLDEN EAGLE CONSTRUCTION



Two handwritten signatures in blue ink are written over two horizontal lines. The first signature is more stylized and the second is more legible, appearing to read 'Will Shaddy'.

UNITED STEELWORKERS

Thomas Conway, International President

John Shinn, Secretary/Treasurer

David McCall, Vice President
(Administration)

Kevin Mapp, Vice President (Human
Affairs)

Bernie Hall, Director, District 10

James P. Watt, Staff Representative

Bob Alderson

Bob Alderson President, Local Union
14693

SCHEDULE "A"

	July 1,2023 \$1.50	July 1,2024 \$1.50
OPERATOR	\$25.43	\$25.43
RAKER	\$24.11	\$24.11
LABOR	\$22.57	\$22.57
FLAGGER	\$22.47	\$22.47
TRUCK DRIVER	\$23.05	\$23.05
DISTRIB. DRIVER	\$24.00	\$24.00
TRIAXLE DRIVER	\$23.95	\$23.95
MECHANIC	\$29.80	\$29.80

1. Mechanic probation shall be a period of one (1) year from the date of hire. During this time the Company may pay the probationary mechanic a rate of \$2.00 per hour less than the rates posted in Schedule "A"
2. Upon completion of probation, mechanics shall be paid a rate of pay in accordance to Schedule

SCHEDULE "B" TO BE INSERTED HERE

**Employee Benefits Open Enrollment Election Form
Golden Eagle Construction—Effective 1/1/2023**

Employee's Name (First, Middle, Last)
Security Number

Company Name

Social

--	--	--

Street Address
Zip Code

City

State

--	--	--	--

Date of Birth

Date Employed

Coverage for Dependents

		Circle:	YES	NO
--	--	---------	-----	----

Required Dependent Information (if covering dependents)

Spouse Name:	Date of Birth:	SSN:
Child Name:	Date of Birth:	SSN:
Child Name:	Date of Birth:	SSN:
Child Name:	Date of Birth:	SSN:
Child Name:	Date of Birth:	SSN:

Election of Coverage: I authorize the below bi-weekly payroll deductions from my earnings on a pre-tax basis as follows (check box for each coverage elected):

Coverage	Medical-\$5,000	Dental
Single	<input type="checkbox"/> \$121.73	<input type="checkbox"/> \$27.95
Employee and Spouse	<input type="checkbox"/> \$327.94	<input type="checkbox"/> \$55.18
Employee and Children	<input type="checkbox"/> \$292.88	<input type="checkbox"/> \$59.67
Family	<input type="checkbox"/> \$376.63	<input type="checkbox"/> \$93.23
Waive Coverage	<input type="checkbox"/> WAIVE MEDICAL COVERAGE	<input type="checkbox"/> WAIVE DENTAL COVERAGE

Authorization

I certify the above information to be correct and true to the best of my knowledge and that the above named dependents (if applicable) qualify as my dependents under the plan. I understand that my elections will remain in effect for the entire plan year and cannot be revoked unless I experience a change in my status or termination of either my employment or my spouse's employment. I further understand that I am required to complete and return an Employee Benefits Open Enrollment Election Form prior to each plan year to enroll in coverage and that failure to complete this form could result in termination of previously elected coverage.

Employee Signature

Date

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If you decline participation:

I understand all benefit options available to me. I elect not to participate in the above listed benefits and I understand that I cannot change or revoke this declination unless I have a change in status (ex: marriage, divorce, death of a spouse, birth or adoption, change in employment status). I further understand that prior to each plan year I will be offered the opportunity to change my benefit election for the following year. If I do not complete and return an Employee Benefits Open Enrollment Election Form, I will be treated as having elected to continue my declination of the above named benefits.

Employee Signature

Date

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SCHEDULE "C"

COMPANY CELLULAR PHONE POLICY

Our company recognizes that the employees are our most valuable asset, and the most important contributors to our continued growth and success. Our company is firmly committed to the safety of our employees and will do everything possible to prevent workplace accidents and is committed to providing a safe working environment for all employees.

To further this goal, we have developed a Cell Phone/Hand Held Device Use Policy effective immediately.

Purpose:

Driver inattention is a factor in a majority of motor vehicle accidents. We are not only concerned about your welfare as an employee, but also the welfare of others who could be putting harm's way by inattentive driving.

Mobile phone and other hand held device use while driving is a common, often harmful, distraction. Many countries and localities have prohibited mobile phone/hand held device use while driving. Researchers at the University of Toronto found the risk of having a traffic accident while using a cell phone or similar device to be the same as driving drunk. For these reasons, drivers may not use hand held devices to place any calls while operating a vehicle or other company equipment while on company business.

As a driver, your first responsibility is to pay attention to the road. When driving on business, or driving while conducting business on behalf of the company in any other manner, the following applies:

Procedures:

Definition - Mobile Hand Held Units: Hand held devices may include cell phones, pagers, palm pilots, faxes and other communication devices.

- If you need to place or receive a call, pull off the road to a safe location and stop the vehicle/equipment before using your phone.
- Inform regular callers of the best time to reach you based upon your driving schedule.
- The only exception to this policy is for calls placed to 9-1-1.
- If placing or accepting an emergency call, keep the call short and use hands-free options, if available.
- When receiving an emergency call, ask the caller to hold briefly until you

can safely pull your vehicle/equipment off the road.

If a cell phone call must be made while driving, follow these basic dos and don'ts:

- Use a hands-free device and speed dial to place calls.
- Never take notes or look up phone numbers while driving
- Never use your wireless phone in heavy traffic, severe weather or other hazardous conditions
- Let voicemail pick up a call if you can't easily reach your phone

The restrictions above are applicable to any cell phone, whether it is your personal cellular phone or a company provided cellular phone, when conducting business for the company or on company time. This applies to any and all company related phone calls including those made or received after your normal work day and whether or not the call is conducted on a personal cellular phone or company provided cellular phone. These restrictions are being necessitated at the prompting of our insurance carrier as well as the restrictions provided by the Pennsylvania department of Transportation.

Use of Company Provided Phones: (applicable only to employees who have been issued company phones)

As you are aware, you are being provided a company cell phone as a convenience for both the company and you as an employee. To date, we have not had any restrictions regarding the use of said phones; however, we have found it necessary to implement the following:

- Company cell phones are to be used for company business.
- Effective immediately all company phones will be restricted to making and receiving company phone calls only.
- Text messaging will be permitted as long as the sending/receiving phone has Verizon Wireless service.
- No employee is authorized to "download" any programs to their cellular phone. This includes, but is not limited to, ring tones, VCast, ring-back tones, internet service and the like.

There are very few exceptions to this rule and are only approved for those items directly in connection with an individual's work performance. If there are any additional costs related to your phone the employee will be held accountable.

Any problems that you have with your company phone should be brought to the attention of **Jordyn VanDivner** who will take whatever action necessary to assure continuity of service for your phone. The company has only this authorized individual who are able to "upgrade" or "exchange" your phone or its service.

Should you have any questions regarding these policy changes, please speak with your immediate supervisor who will be happy to address any questions you may have.

SCHEDULE "D" FLEET POLICY

Vehicle Fleet Purpose

Company vehicles are provided to support business activities and are to be used only by qualified and authorized employees. In all cases, these vehicles are to be operated in strict compliance with motor vehicle laws of the jurisdiction in which they are driven and with the utmost regard for their care.

Drivers Licensing

Company drivers and anyone authorized to drive the company vehicles must have a valid driver's license issued in the state of residence for the class of the vehicle being operated and must be able to drive a vehicle.

Driver Qualifications

Driver qualifications are as follows:

1. Authorized employee of company, ONLY
2. Must be at least 18 years of age.
3. Must meet licensing requirements.
4. Will not qualify for a company vehicle if, during the 36 months, the driver had any of the following experiences:
 - Has automobile insurance canceled, declined or not renewed by a company.
 - Been convicted of an alcohol-or drug-related offense while driving.
 - Had driver's license suspended or revoked.
 - Been convicted of three or more speeding violations or one or more other serious violations.

Review of Motor Vehicle Record

State Motor Vehicle Records (MVR's) will be used as the source for verifying driver history. MVR's may be obtained and reviewed at least annually on employees (The insurance company requires that we provide them with the driver's license number and date of birth for anyone who may drive a company vehicle.) Driving privileges may be withdrawn or suspended and/or the company vehicle removed from any authorized driver not meeting the above requirements, In addition, appropriate disciplinary action may be taken, up to and including termination of employment.

Personal Use

Company vehicles are provided primarily for business purposes; however, occasional personal use is permitted. Personal use is a privilege extended only to the authorized

employee. The privilege of personal use may be withdrawn at any time by the company.

Rules Applying to Use of Company Vehicles:

- Only authorized employee. Employee, must meet all driver qualifications and rules in this agreement.
- Personal trailers, including boat and recreational vehicles, are not to be pulled.
- Company vehicle is not to be driven while under the influence of alcohol or any controlled substance.
- Possession, transportation or consumption of alcohol or illegal drugs by anyone in the vehicle is not allowed.
- Driver and all passengers must wear available personal restraints.
- Report any accident immediately to police and your manager.

Any exceptions to these rules requires advance, written approval by approved company manager or officer. Violation of these rules will result in disciplinary action from removal of driving privileges to termination of employment.

Maintenance

Authorized drivers are required to properly maintain their company vehicles at all times. Vehicles should not be operated with any defect that would inhibit safe operation during current and foreseeable weather and lighting conditions.

Traffic Violations

Fines for parking or moving violations, towing storage or impoundment are the personal responsibility of the assigned operator. The company will not condone nor excuse ignorance of any motor vehicle violations that result in court summons being directed to itself as owner of the vehicle.

Each driver is required to report all moving violations to the company within 24 hours. This requirement applies to violations involving the use of any company vehicle while on company business. Failure to report violations will result in appropriate disciplinary action, including revoking of driver privileges and possible termination of employment.