

AGREEMENT BETWEEN
WHISTLER CONSTRUCTION

and

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

On behalf of LOCAL UNION

14693-88

Effective August 3, 2020

Expires August 1, 2023

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AGREEMENT

THIS AGREEMENT, effective this 3rd day of August 2020 between Whistler Construction Company, Perryopolis, Pennsylvania 15472 (here in after 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 USW Local 14693- 88 (here in after referred to as the" Union"). Accordingly, the Union makes this Agreement in its capacity as the exclusive bargaining representative of such employees.

It is the intent and purpose of the parties here to that this Agreement set forth all agreements and, hours of work and conditions of employment to be observed between the parties hereto. It is the continuing policy of the parties that the provisions of this Agreement shall be applied without regard to race, color, religious creed, national origin, age, sex or handicap.

RECOGNITION

- 1.1 The term "employee" as used in this Agreement applies to all full-time and temporary field maintenance and service employees employed by the Company out of its Perryopolis, Pennsylvania location, and works on projects in the states of Pennsylvania, Ohio, and West Virginia excluding office and clerical employees and guards, professional employees and non- field employees, supervisors and all other employees.
- 1.2 Each of the parties hereto acknowledges the rights and responsibilities of the other party and agrees to discharge its responsibilities under this Agreement. In addition to the responsibilities that may be provided elsewhere in this Agreement, or under Federal, State or Local law, the following shall be observed:
- a. There shall be no intimidation or coercion of employees into joining the Union or continuing their membership herein.
 - b. There shall be no Union activity on Company time.
 - c. There shall be no strikes, work stoppages, refusal to cross any picket line, interruption, or impeding of work. No officer, representative or members of the Union shall authorize, instigate, encourage, publicize, condone or participate in any such activity. In the event of another Union's picket line, the Company will provide safe passage for the bargaining unit, to the extent as possible.
 - d. There shall be no lockouts.
 - e. The applicable procedures of the Agreement will be followed for the settlement of all grievances including, but not limited to, those involving the responsibilities of the parties under this Agreement.
 - f. There shall be no interference with the right of employees to become or continue as members of the Union.
 - g. 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 physical or mental handicap, membership in the Union.
- 1.3 The Union shall indemnify the Company and hold it harmless against any and all suits, claims, demands, or other forms of liability that shall arise out of or by reason of any action that shall be taken by the Company for the purpose of complying with the foregoing provisions of this Article or in reliance on any list, notice or assignment which shall have been furnished to the Company under any of such provisions.

EMPLOYMENT

- 2.1 Each employee who on the effective date of this agreement is a member of the Union in good standing and each employee who becomes a member after that date shall, as a condition of employment, maintain his membership in the Union. Each employee hired on or after the date of this agreement shall, as a condition of employment, beginning on the 30th day following the beginning of such employment or the effective date of this agreement, whichever is the later, acquire and maintain membership in the Union.
- 2.2 Each new employee shall sign and furnish to the Company at the time of his employment an application card for membership in the Union (in a form agreed to by the Company and the Union). The Union shall provide the Company with an adequate supply of such cards and the Company shall furnish a copy of such card to the employee. Such application card shall provide that it shall not become effective until the expiration of thirty (30) days after the date of his employment.
- 2.3 On or before the last day of each month the Company shall submit to the Union all signed check off authorizations (in a form agreed to by the Company and the Union) received from each employee, showing name and check number of each employee who shall have become a member of the Union in good standing since the last previous cards of such members were submitted by the Company. The Company will remit the total of the prior month's deductions by the fifteenth (15th) of the following month.
- 2.4 For the purposes of this Article, an employee shall not be deemed to have lost his membership in the Union in good standing until the International Secretary-Treasurer of the Union shall have determined that the membership of such employee in the Union is not in good standing and shall have given the Company a notice in writing of that fact.
- 2.5 The Company will check-off monthly dues and initiation fees as designated by the International Secretary-Treasurer of the Union. The basis for the check-off will be the individually signed voluntary check-off authorization cards. The Company shall make the deductions from the first pay of each month for preceding month and promptly remit by the 15th of the month, the same to the International Secretary-Treasurer, United Steelworkers, 60 Blvd of the Allies, Pittsburgh, Pa. 15222
- 2.6 The provisions of this Article and of the cards for membership application and dues check-off shall be effective in accordance and consistent with applicable provisions of federal, state and local law.
- 2.7 The Employer will deduct PAC (Political Action Committee) on the basis of individually signed voluntary authorization form.
- 2.8 Employee will be permitted to miss scheduled work due to absence for legitimate local Union business and said employee shall be consider as having worked those hours.

WAGE, HOURS OF WORK AND WORKING CONDITIONS

- 3.1 For the purpose of this Agreement a workday shall be that twenty-four (24) hour period, which begins at the time an employee, starts work. A work week shall be that period of

seven (7) consecutive calendar days beginning 12:01a.m. Sunday. A holiday shall be that twenty-four (24) hour period beginning with the shift-changing hour nearest to 12:01 a.m. on the holiday. The normal hours of work shall be eight (8) hours in any work day (excluding the thirty (30) minute lunch break) and forty (40) hours in any workweek provided that nothing in this Agreement shall be construed as a guarantee of hours of work per day or per week or days of work per week. Hours worked at USS will be an additional 10 minutes walking time before start of turn.

- a. Saturday and Sunday if not scheduled and if a 48-hour notice is not given to the affected employees and if an employee did not take off work in that week then Saturday/Sunday will be paid at time and one half (1-1/2).
- b. Standard Hourly Rates -The standard hourly rate for each job shall be as set forth in the Wage Schedule attached to the Agreement as Appendix A. In the event the permanent content of any job is substantially changed or a new job created, the Company shall set a rate for it and shall put it into effect at the same time notifying the Union of its action. The Union shall have the right to file a grievance on this rate provided they do so within five (5) calendar days after notice is given to the Company on the questions of whether the rate bears fair relationship to the rates of other jobs under this Agreement based on comparable requirements of skill, effort, training, responsibility and working conditions.
- c. Retirement – A retirement plan will be established by the Company for all full-time employees and administered by an outside firm selected by the Company. Contributions by the Company will be based on the employee's gross wages as per the following schedule, (a) September 1,2005 five-and one-half percent (5-1/2%). Beginning August 3, 2020 such contribution shall be three percent (3%).
- d. Non-duplication – Payment of rates in excess of the standard hourly rate shall not be duplicated for the same hours worked under this Agreement. To the extent that hours are compensated for at a rate in excess of the standard hourly rate under one provision of this Agreement, they shall not be counted as hours worked under the same or any other provision of this Agreement.
- e. If the job is two (2) hours driving time each way, and if the job is worked over by two (2) hours or more, the employee may have an overnight stay (room, meals) to be paid by the Company. In the event that the employee uses his personal vehicle for this job assignment, said employee will receive mileage (based on \$0.28 per mile) and meals with receipts.
- f. After May 1,2017, for any new customers that is over 30 miles from the Edgar Thompson works, the employees on that project shall receive \$3.00 more per hour in their base rate, and will apply to calculation of overtime.

HOLIDAYS

4.1 Paid Holidays:

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
Good Friday	Day After Thanksgiving
Memorial Day	Christmas Eve
4 th of July	Christmas Day

4.2 Any hours worked on any paid holiday shall be paid two and one-half (2-1/2) times the employee's rate of pay.

4.3 Only permanent active (not on layoff status) full-time employees (not temporary or probationary who worked the schedule day before and the scheduled day after the holiday are eligible for paid holidays.

VACATION

5.1 Vacation Schedule

- a. fifteen plus (15+) years. One day of vacation per one-hundred (100) hours worked.
- b. Ten (10) to fourteen (14) years. One day of vacation per 130 hours worked.
- c. Five (5) to nine (9) years. One day of vacation for every 200 hours worked.
- d. Three (3) to four (4) years. One day of vacation for every 275 hours worked.
- e. One (1) to two (2) years. One day of vacation for every 300 hours of work.
- f. Vacations will be scheduled in February, with option of selling 1 week back at future date. Can schedule vacation in days, outages or certain days will be blocked out unless taking a whole week.
- g. Change in vacation must be requested in office two weeks prior to use and will be granted on availability.

5.2

FUNERAL LEAVE

- 6.1 Employees are entitled up to three (3) scheduled workdays off with pay, for the death of the following: Spouse, Mother, Father, Brother, Sister, Son, Daughter, Spouses Parents, Grandparents, and Grandchildren

CONTINUOUS SERVICE

- 7.1 Full-Time Employees – Calculation of Continuous Service: Continuous service ("seniority") shall be calculated from date of first employment, or reemployment following a break in continuous service, in accordance with the following provisions:
 - a. There shall be no deduction for any time lost which does not constitute a break in continuous service.
 - b. Continuous service shall be broken by:

- i. Quit or voluntary terminates employment, (ii) Discharge for just cause.
 - iii. Layoff for more than twenty-four (24) consecutive months or for a period equal to continuous service, whichever is less.
 - iv. Absence due to injury or sickness lasting more than twenty-four (24) months or for a period equal to continuous service, whichever is less.
 - v. Failure to report to work after layoff within three (3) days after being called back by the Company, by certified or registered mail, mailed to the last known address. Each employee assumes full responsibility for having his or her correct address and telephone number registered with the Company.
- 7.2 Probationary Temporary Employees – New employees and those hired after a break in continuous service will be regarded as probationary employees for the first eight hundred (800) hours of actual work and will receive no continuous service credit during such period. Probationary employees may file and process grievances under this Agreement but may be laid off or discharged as exclusively determined by the Company. Probationary full-time employees continued in the service of the Company subsequent to the first eight hundred (800) hours of actual work shall receive full continuous service credit from the date of original employment or reemployment after a break in continuous service.
- 7.3 Seniority List – A seniority list for full-time employees under this Agreement shall be established. Continuous service dates shall be determined in accordance with the terms of this Article and, in the event two (2) or more employees have the same continuous service date, their respective positions on the seniority list shall be determined by the order in which they first clock in if possible, or by birth date.
- 7.4 Application of Seniority – In case of promotion, reduction in forces or recall from layoff, the Company shall consider the following factors:
- a. Immediate ability, prior experience with the Company and availability to perform the work, along with continuity and efficiency of overall operations.
 - b. physical fitness and

Article 9

c. continuous service

Where factors (a) and (b) are relatively equal in the Company's judgment, continuous service shall govern.

- 7.5 Disputes under this Article – The Union may dispute the Company's judgment regarding decisions under this Article in the grievance/arbitration procedure. However, the issue in the grievance/arbitration procedure shall be restricted to whether the Company was arbitrary and capricious.
- 7.6 The Union shall designate and notify the Company of the persons comprising a three-man grievance/safety committee.
- a. In the event of a project of eight (8) employees or more, one of these three shall have Super Seniority. This person will be picked by the Company to suit the ongoing project.
 - b. There will be no Super Seniority on any project with less than eight (8) people.
 - c. A project will be any plant with more than eight (8) people working for more than two (2) consecutive weeks.
 - d. If the Company is working on more than three (3) projects at differing locations at the same time, the Union may request more committee members.
- 7.7 Subcontracting -The Company reserves the right to subcontract work, where previous experience is limited and or does not exist, or equipment and other resources are not available for the work to be performed within the Company

OVERTIME

- 8.1 One and one-half (1-1/2) times the standard hourly rate shall be paid for hours worked in excess of forty (40) hours in a workweek.
- 8.2 All hours over eight (8) hours in one day will be paid at one and one-half (1-1/2) times the employee's hourly rate. A day will be considered twenty-four (24) hours beginning at 12:01a.m.
- 8.3 In the case of the Holidays in Section 7, they shall be considered, although not worked, as the equivalent of eight (8) hours of time worked for the purpose of computing any premium or overtime pay.

GRIEVANCE PROCEDURE

- 9.1 For purposes of this Agreement, a grievance is a complaint of an employee, which involves the interpretation, application of, or compliance with, the provisions of this Agreement.
- 9.2 Time limits set forth in this Article are exclusive of Saturdays, Sundays and holidays and shall be strictly enforced.
- 9.3 Grievance Procedure.
- a. Step 1 – Any employee who believes that he has a justifiable grievance shall discuss the complaint with his supervisor within five (5) calendar days from the date the cause of the grievance occurred. A grievance that is not satisfactorily resolved at Step 1 may be appealed to Step 2 at the election of the grievant and in accordance with the provisions of this section.
 - b. Step 2 - A grievance, to be considered beyond Step 1 must be filed in writing by the Union with Robert Fisher, his designee or other designee assigned by the President of the Company within five (5) calendar days after the Step 1 discussion. Any grievance not appealed to Step 2 within the prescribed time limit shall be considered settled on the basis of the company's answer in Step 1. The Local Union shall send copies of the written grievance to a certified representative of the International Union. A written grievance to be considered must be signed and dated by the grievant and include:
 - i. The date the alleged grievance occurred.
 - ii. The Article and Section of the Agreement upon which the grievance is based.
 - iii. All relevant facts (who, when, where, what and how) and
 - iv. The remedy requested.

The Company will respond to any properly filed Step 2 grievance within five (5) calendar days of receipt. Any grievance appealed to Step 2 shall be discussed between the certified representative of the Union and a certified representative of the Company. Attendance at such meetings will be limited to two (2) representatives each from the Union and the Company.

9.4 If an agreement cannot be reached in the manner set forth above, the matter may be referred to a mutually acceptable arbitrator upon written notice from the Union to the Company within seven (7) calendar days after the Step 2 meeting unless a longer period is mutually agreed upon, In the event the parties are unable to agree upon an impartial arbitrator, an arbitrator shall be selected in accordance with the Voluntary Labor Arbitration Rules of the Federal Mediation Association, with the cost shared equally by the parties. Any grievance not appealed to arbitration within the prescribed time limit shall be considered settled on the basis of the Company's answer to Step 2. The decision of the impartial arbitrator shall be final and binding upon all parties. Such impartial arbitrator shall not have jurisdiction or authority to add to, detract from alter in any way the provisions of this Agreement. Both parties shall share expenses and the fee of the arbitrator equally. All other costs incidental to the arbitration proceedings shall be borne by the party incurring the cost

INSURANCE AND SICK PAY

- 10.1 New Employee Health and Welfare Initial eligibility:
 - a. Full-time new employees shall receive health and welfare coverage after working for three (3) months.
- 10.2 Health Care
- 10.3 As of May 1, 2017, Company and workers will agree to split any increases at 50% of costs each.
- 10.4 Eye, disability and dental will be voluntary to employee
- 10.5 \$40,000 life insurance policy will be provided and paid for by company.
- 10.6 Opt-out option: employees, who can show proof that they have health care coverage thru a spouse's health care coverage, can opt out of the health care plan provided by the company.
The opt-out will result in a three dollar increase in pay for all hours worked (includes all paid holidays and OT).
- 10.7 Eligibility for coverage: employees must work minimum of 80-hours in a month to receive health and welfare benefits coverage for the month following the worked month. Should an employee not work 80-hours in month, the company will look back two previous calendar months and should the employee have a total of 240 hours in the current month and the two previous months, then employee shall be eligible for health and welfare coverage for the month after the current worked month.

- 10.8 Employees hired after 9/1/2011:
- a. Conditions will be same as above, with hours going to 120 in current month and 360 in current month and two previous months.
- 10.9 Health and welfare coverage during layoff;
- a. Employees with less than 3 years: coverage will end at the month they are working in.
 - b. Employees with 3 years to 10 years: will receive two months of coverage from time of layoff.
 - c. Employees with 10 years or more: will receive 3 months of coverage
- 10.10 The company and the Union shall meet annually, prior to the company renewing healthcare benefits in order to discuss benefit options and plan cost.

MANAGEMENT RIGHTS

- 11.1 The Company retains the exclusive right to manage in its sole discretion the business and to direct the working forces. The Company's lawful rights are modified only by the express provisions of this Agreement and include but are not limited to the following:
- a. The right to hire or recall employees;
 - b. The right to suspend or discharge employees for cause;
 - c. The right to lay employees off because of lack of work or for other legitimate reason;
 - d. The right to establish and change work schedules;
 - e. The right to create, eliminate, change or combine jobs;
 - f. The right to determine work assignments, to transfer employees and to determine the size of work crews; and
 - g. The right to modify and change the means, methods and procedures of the business;
 - h. The right to have one (1) Superintendent and two (2) working Foremen per job to carry out day to day business. The Company in the exercise of its rights shall observe the provisions of this Agreement

SAFETY AND HEALTH

- 12.1 The Company shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment Protective devices, wearing apparel and other required clothing or equipment shall be provided or paid for by the Company in accordance with the practices now prevailing for the initial issue. Subsequent issues will be deducted from the employee. The employee is responsible for utilizing the safety equipment provided.
- 12.2 The Company will supply a set of greens to the employees that are required to have them on a project. Employees through normal wear may turn in greens for a new set. Employees who deliberately destroy greens may be charge for a new set of greens.
- 12.3 The Company has adopted safety and drug free work force policies, which will be administered at all, work sites.
- 12.4 The Company agrees to a shoe allowance up to \$125.00 to paid two (2) time to employee for the life of this agreement.

PENSION

13.1 Pennsylvania Heavy and Highway Pension Plan

- a. The Company agrees to contribute \$7 per hour worked to be paid to the Pennsylvania Heavy and Highway Pension Fund at 20% of hours worked for the first year of the agreement, 25% of hours worked for the second year of the agreement, and 30% of hours worked for the third year of the agreement.
- b. Should there be a time in the life of this agreement, that PHH pension plan should not have an unfunded liability, the Company shall have the right to withdraw from the fund. The Company and the Union would meet to discuss and agree to a new pension fund if the Company would choose to exercise this option.

The Company agrees to the terms of the Pension Fund listed in the Pennsylvania Heavy and Highway agreement.

- ### 13.2
- Any shortage in the Health/Welfare and or Pension contributions above and beyond the numbers stated above, the Union and the Company will have up to 60 calendar days in which to agree on where the shortages may be made from. Should an agreement not be reached by the 60th day the Company shall have the right to start withdrawing the shortage from employee's wages at that time

TERMINATION DATE

- ### 14.1
- The terms and conditions of this Agreement shall continue in effect until midnight, August 1, 2023. Either party may, sixty (60) days prior to midnight August 1, 2023, give written notice to the other party of its desire to negotiate terms and conditions of a new Agreement.
- ### 14.2
- Any notice to be given under this Agreement shall be given by certified or registered mail, be completed by and at the time of mailing, and if by the Company, be addressed to the USW District 10, 1945 Lincoln Highway, North Versailles, PA 15137, and if by the Union to Whistler Construction Company, P.O. Box 676, Perryopolis, Pennsylvania 15473. Either party may, by like written notice, change the address to which the certified or registered mail notice is to be sent.

Execution

August 3, 2020 through August 1, 2023

IN WITNESS WHEREOF, the parties intending to be legally bound hereby have hereunto set their hands and seals the day and year above stated.

For the Company

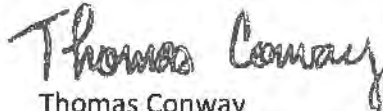
WHISTLER CONSTRUCTION CO.
ON BEHALF LOCAL 14693-88



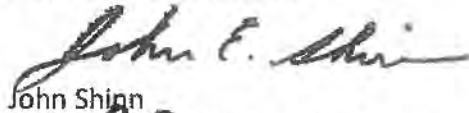
ROBERT FISHER
V.P. of Operations

For the Union

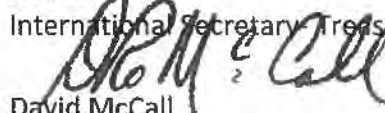
UNITED STEELWORKERS



Thomas Conway
International President



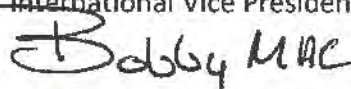
John Shinn
International Secretary-Treasurer



David McCall
International Vice President Administration



Fred Redmond
International Vice President Human Affairs



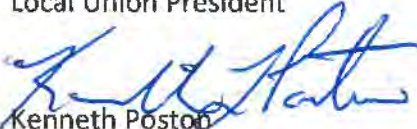
Bobby "MAC" McAuliffe
Director District 10



Bernie Hall
Staff Representative



Robert Alderson
Local Union President



Kenneth Poston
Unit President

Memorandum of Understanding

Pennsylvania Heavy and Highway Apprentice Training and Education Withdraw from apprentice training fund. Employees will now receive \$0.30/hour from the Company beginning May 1, 2017. These funds derived from contributions of \$0.15/hour from employees and \$0.15/hour from the Company, totaling the \$0.30.

ROBERT FISHER V.P.

ROSS MCCLELLAN JR.
Staff Representative

SCHEDULE A WAGES AND CLASSIFICATION DESCRIPTIONS

Starting Wages

CLASSIFICATIONS	8/3/2020	8/3/2021	8/3/2022
JANITOR	\$13.35	\$13.70	\$14.05
LABOR	\$13.85	\$14.20	\$14.55
TRADESMAN HELPER	\$15.35	\$15.70	\$16.05
TRADESMAN	\$18.45	\$19.05	\$19.65
MASTER CRAFTSMAN	\$20.35	\$20.95	\$21.55
GROUP LEADER	\$21.85	\$22.45	\$23.05

- JANITOR- CLEANING OF LOCKER ROOMS AND OFFICES
- LABOR- GENERAL CLEANUP OF AREAS (JACKHAMMER, SWEEP, SHOVEL ETC.) TRADESMAN HELPER- ASSIST TRADESMAN (PLACE CONCRETE, AND DRYWALLPREP, ETC.)
- TRADESMAN- GOOD KNOWLEDGE OF REQUIRED TRADE, CAN READ BLUE PRINTS, CAN WORK WITH OUT SUPERVISION
- MASTER CRAFTSMAN -CAN SET UP AND PERFORM ALL AREAS OF JOB, CAN RUN CREW, SUPERIOR SKILL SET IN CRAFT
- GROUP LEADER- CAN SUPERVISE A CREW OF OVER 8 PEOPLE, HAS ALL OF THE SKILL SET OF MASTER CRAFTSMAN
- FOLLOWING WILL BE PAID \$3 HOUR ADDITIONAL TO RATE IPSCO
- ALL JOBS OVER 30 MILES FROM BRADDOCK

GENERAL WAGE INCREASES (CURRENT EMPLOYEES)

8/3/2020	\$0.35
8/3/2021	\$0.35
8/3/2022	\$0.35

ADDITIONAL INCREASES FOR "SKILLED" POSITIONS

8/3/2020	\$0.50
8/3/2021	\$0.25
8/3/2022	\$0.25