

AGREEMENT BETWEEN
ATLAS SERVICES CORPORATION

and

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

**On behalf of LOCAL UNION
14693-88**

Effective May 1, 2025
Expires: April 30, 2028

ATLAS SERVICES CORPORATION
AND
UNITED STEEL, PAPER & FORESTRY, RUBBER, MANUFACTURING,
ENERGY, ALLIED INDUSTRIAL & SERVICE WORKERS INTERNATIONAL
UNION
AGREEMENT

This AGREEMENT IS made and entered into this First day of May 2025 by and between ATLAS SERVICES CORPORATION (hereinafter referred to as the "Employer" or the "Company"), and the UNITED STEEL, PAPER & FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL & SERVICE WORKERS INTERNATIONAL UNION AFL-CIO-CLC (on behalf of Local Union 14693-AH, hereinafter referred to as the "Union") shall expire midnight April 30, 2028.

ARTICLE I - SCOPE AND PURPOSE

Section 1: The Union and Employer mutually agree that the terms and conditions expressly set forth in this Agreement represent the full and complete understanding, agreement, and commitment between the parties thereto, and that there are no other agreements or obligations between the parties.

The parties intend and agree that the terms and conditions of this Agreement will cover all projects that ATLAS SERVICES CORPORATION contracts for in the states of Pennsylvania, West Virginia, and Ohio.

Section 2: In the event that any provision of this Agreement shall at any time be declared invalid by a court of competent jurisdiction, the decision shall not invalidate the entire Agreement; it being the express intention of the parties that all other provisions shall remain in full force and effect.

Section 3: Any and all reference in this Agreement to the masculine gender shall apply equally to the female gender.

Section 4: The Company and the Union encourage the highest possible degree of friendly, cooperative relationships between their respective representatives at all levels and with and between all employees. The officers of the Company and the Union realize that this goal depends on more than words in a labor agreement, that it depends primarily on attitudes between people in their respective organizations and at all levels of responsibility. They believe that proper attitudes must be based on full understanding of and regard for the respective rights and responsibilities of both the Company and the Union. They believe also that proper attitudes are of major importance on the projects where day-to-day operations and administration of this Agreement demand fairness and understanding. They believe that these attitudes can be encouraged best when it is made clear that no employee shall be verbally degraded and that corrective action or instruction of employee shall be of dignified manner.

Nothing in this section shall be a restriction of management rights and any employee believing that he/she has been violated under this section may file a cease and desist grievance as set forth under Article 17 -Grievance procedure of this Agreement.

Both parties agree any employee whether Company or Union, constantly violating this section, that the parties shall meet to take corrective action up to and including discharge of said employee.

ARTICLE 2 – RECOGNITION

Section 1: The Company recognizes the Union as the sole collective bargaining agent for all employees employed by the Company on the projects as hereinafter defined, for the purpose of collective bargaining, with respect to wages, hours, and conditions of employment. The term "employees", as used in this Agreement, shall mean all the employer's construction employees of ATLAS SERVICES CORPORATION and shall not cover the Company's office and clerical employees, quality control employees, laboratory technicians, instrument specialists, guards, professional employees, or supervisors as defined in the National Labor Relations Act as amended.

Section 2: Supervisors, foremen and other employees not included in the bargaining unit under this Agreement shall not perform work customarily performed by employees included in the bargaining unit under this Agreement, provided, however, that supervisors and employees not included in the bargaining unit may perform work only under the following conditions:

- 1) Emergency
- 2) Training
- 3) Projects requiring two (2) or less bargaining unit members.
- 4) During construction cutback, with a ratio of two to one (2 to 1), meaning two bargaining unit members to one (1) supervisor.

ARTICLE 3 - PURPOSE AND INTENT OF THE AGREEMENT

Section 1: It is the intent and purpose of the parties hereto that this Agreement will promote economic and efficient operations of the work on all Projects, prevent strikes and other disturbances which interfere with the construction, achieve the highest level of employee performance consistent with safety, good health, and sustained effort, and thereby establish harmonious relationships between the Union and the Company by setting forth herein the basic Agreement covering rates of pay, hours of work, and conditions of employment to be observed between the parties hereto.

Section 2: The Company and the Union, as evidence of attitude and intent, agree that during the life of this Agreement, officials to be designated in writing by each party to the other, shall meet at the request of either party but not more often than once each month at mutually satisfactory places and times. The purpose of such meetings will be to discuss the problems, if any, which have arisen in the application, administration and interpretation of this Agreement and which may be interfering with the attainment of their joint objective as set forth above. Such meetings shall not be for the purpose of conducting continuing collective bargaining negotiations, nor in any way modify, add to, or detract from the provisions of this Agreement.

ARTICLE 4 - UNION SHOP AND CHECK-OFF DUES

Section 1: 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 later, shall remain members in good standing and those who are not members on the thirtieth (30th) work day following the effective or execution date of the Agreement, whichever is 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 later shall be on the thirtieth (30th) work day following the beginning of such employment, become and remain members in good standing in the Union.

Section 2: The Company will check-off monthly dues, assessments and initiation fees as designated by the International Secretary-Treasurer of the Union, as membership dues in the Union, on the basis of individually signed voluntary check-off authorization cards and forms agreed to by the Company and the Union.

At the time of his employment, the Company will supply each new employee an authorization card for the check-off of the Union dues in the form agreed upon. A copy of such authorization card for the check-off of Union dues, if voluntarily executed by such employee, shall be forwarded to the International Secretary-Treasurer along with all fees and dues collected. A copy of this information shall also be forwarded to the Financial Secretary of the Local Union.

Section 3: During the life of this Agreement, the Company agrees to deduct from the pay of any employee covered by this Agreement voluntary contributions to USW PAF, provided that such employee properly authorizes or has authorized the Company to make such deductions. Any employee wishing to have voluntary contributions to USW PAF deducted must authorize the Company to do so before such deductions are made. The Union agrees not to solicit employees at work about the USW PAF program during working time. It shall at no time distribute pamphlets, handbills, or other written material regarding the USW PAF program during working time. Deductions shall be made only in accordance with the employee's authorization and the amounts so designated, together with the provisions of this section of the Agreement. Deductions shall be made pursuant to the Company receiving such authorization from the employee's first pay received each month so long as the employee's authorization has not been revoked and is still in effect.

The Company will remit said deductions to the USW International Secretary/Treasurer of the Union, 5

Gateway Center Pittsburgh, Pennsylvania, 15222. The Company will provide the International Union with the names, social security numbers, and addresses of employees for whom deductions have been made and the amount deducted for each employee

ARTICLE 5 - MANAGEMENT

Section 1: Except as otherwise specifically provided in this Agreement, the Company has the sole and exclusive right to exercise all rights and functions of management. The Company retains the sole and exclusive right to manage its business and direct the working force including the right to direct, plan, control and cease operations; to establish the hours and number of shifts; to hire, promote, demote, transfer and layoff; to fire, suspend or otherwise discipline for cause. The Company in exercising of its rights shall observe the provisions of this Agreement.

Section 2: Number of men to be employed is at the sole discretion of the Company, and the fact that certain classifications and rates are established does not mean that the Company must employ workmen for any one or all such classifications or to man a particular piece of machinery that happens to be on the job unless the Company has need for such workmen.

Section 3: Upon proper notice to the representatives 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. Such Union representatives must comply with all safety regulations in effect on the project, and will not interfere with or slow down the progress of the work being performed.

ARTICLE 6- RULES & REGULATIONS OF CONDUCT

Section 1: The Company reserves the right to institute reasonable rules of conduct that employees must abide by, to include, but not limited to, The Company Safety Manual, which is incorporated and made a part of this Agreement by reference. The Union reserves the right to grieve the reasonableness of any future rules which are not already established. The Company shall supply every employee a written copy of such rules and regulations.

Section 2: Rules established by the Company's customers which have been deemed by the customers to be necessary and proper must be strictly adhered to by the employees.

Section 3: Disciplinary Procedure:

The company and the union shall mutually agree upon disciplinary procedures for the rules established by the company.

Any disciplinary action or written warnings shall state the name of the person to whom they are given, the nature of the violation and the date and time, and will be given within three (3) days of the violation. A copy of the written warning is to be given to the employee, the Union Office, and a copy retained by the Company.

Section 4: The Company reserves the right to institute reasonable rules of conduct that employees must abide by and the Union reserves the right to grieve such reasonableness and the right to negotiate any discipline action:

- a) Three unexcused absences per year for the life of the contract will result in discharge.
- b) A two-week notice should be given to the Company by any employee who plans to terminate employment.

ARTICLE 7- PROBATIONARY PERIOD

Section 1: It is agreed that new employees shall be considered probationary employees for the first ninety (90) calendar days of their employment. Probationary employees may be laid-off or discharged for cause as exclusively determined by Management, provided that this provision 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 the purposes of discrimination.

Section 2: Probationary employees shall not be entitled to any paid holidays until completion of their probation. However, probationary employees will be entitled to all Funeral/Service Leave as described in Article 14 of this Agreement.

Section 3: Health and Welfare Coverage for New employees see Article 23

Section 4: Pension contributions for new hires will not begin until the completion of probation. More specifically and as an example, contributions start at the beginning of the month of which the 90 day probation period ends. Example – If someone is hired on June 15, 2025, September 12, 2025 would be the end of the 90 day probation period. Pension accruals would start September 1, 2025.

ARTICLE 8- SENIORITY

Section 1: In all cases of promotion or increases and decreases in the working force, length of service with the Company shall govern such assignments only if the employee involved is the best able and most qualified, in the Company's opinion, to perform the available work and also where the efficiency of the Company's operations would not otherwise, in the Company's opinion, be detrimentally affected by any particular assignment. In determining ability and qualifications the Company shall consider, among other factors, physical ability to perform the job with reasonable accommodation and overall work record. In determining efficiency of operations the Company shall consider, among other factors, the nature of the work to be performed, amount of work to be performed including time remaining on a project, the composition of the work crews, the location of the project and contractual requirements. Any employee believing himself unjustly affected by a Company decision in the execution of this article may appeal through the grievance procedure provided for by this Agreement.

Section 2: Seniority shall be terminated by: (a) voluntary quit or retirement, (b) discharge for cause, (c) a layoff for a period of two (2) years or a layoff period equal to his length of service with the Company if their length of service is less than two years, (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, (e) employees that are off work because of work related injury shall continue to accrue seniority for such time off until employee returns to work or (f) employees that are off work because of a non-worked related injury, shall continue to accrue seniority for the amount of time equal to time of service and or up to two (2) years. Employees must supply medical documentation upon the Company's request throughout this period.

Section 3: On rain out days the Company shall continue to employ the employees performing the job duties that day as the Company constitutes as needed for that day. If a continuous second day is rained out the Company shall call back employees according to seniority that are qualified in their classification, to perform the job duties.

ARTICLE 9 - LAYOFF

Section 1: When an employee is subject to layoff, he/she has the right to replace, the least senior employee in his or her classification, subject to Article 8 – Section 1.

Section 2: Work stoppage of a week or less time due to job conditions does not constitute a layoff.

Section 3: At all times, the employee must leave with the Company accounting 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 4: The Unit President shall have super-seniority with the Company on all projects in connection with layoff and rehiring after layoff.

The Union shall appoint a steward on each project, of over five (5) employees. That steward shall have super-seniority over that particular project, however at no time shall there be more than one employee with super-seniority on a project.

The Union shall notify the Company of the identification of such project steward and Unit President.

ARTICLE 10 - RECALL

Section 1: An employee who has been laid off shall be recalled to work before any employee with less seniority or any new employee is hired, provided that he or she is capable of performing the job duties. Employees shall be transferred by the employer to other projects of the Company in accordance with the principles set forth in Article 9 - Layoff. Any employee not accepting such transfer within three (3) workdays will forfeit his right to transfer to any project. For any employee who has been injured and subsequently released for modified duty, the Company shall be allowed to place them, immediately, regardless of their position, on the callback list.

Section 2: The Company shall supply to the Union and the Unit President an up-to-date and accurate seniority list and a list of all projects on a bi-monthly basis. 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, telephone number, his or her normal work classification, and hire date. The project list shall include for whom the work is being performed and job location.

ARTICLE 11 - HOURS OF WORK, OVERTIME AND PERSONAL DAYS

Section 1: The Company shall have the right to designate any five (5) consecutive days as the regular workweek for an employee and such workweek shall consist of a forty (40) hour workweek. Any time over forty (40) hours worked in one week shall be considered overtime and shall be paid for at one and one-half (1 1/2) times the regular rate of pay. There shall be no pyramiding of overtime.

Section 2: Double time the regular rate shall be paid for all work performed on the following non-paid holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. Said holiday to be counted as hours worked for the purpose of computing overtime.

Time and one-half shall be paid for all time worked on Saturday unless, due to circumstances beyond the Company's control such as outlined, the project did not work the previous five (5) consecutive days because of inclement weather, in which case the sixth day shall be considered a "makeup" day for which employees will be paid straight time. Double time shall be paid for all time worked on the seventh day. Should work be stopped during the day due to mechanical breakdown, except in cases of emergency, or act of God elements, such as lightning, fire, flood, hurricane, inclement weather, or other circumstances beyond the Company's control, the employees shall be paid for actual hours worked at the regular hourly rate.

It will be mutually agreed by the Union and the Company that no employee will be required to work back to back double shifts except in cases of emergency or act of God elements, such as lightning, fire, flood, hurricane, inclement weather, or other circumstances beyond the Company's control.

Section 3: When special conditions arise and a client requests that the seventh day, Sunday, fall into the normal 40-hour work week then the double time day exposure would fall on the seventh work day of the week and not necessarily Sunday.

Section 4: Starting time shall be fixed if possible, and except in cases of emergency shall not be changed without notice prior to quitting time of the preceding day. Starting time shall not necessarily be uniform.

Section 5: Employees shall accrue personal days based on years of service with the Company:

1 st year of employment	1 day (8 hours) – Earned after 500 hours worked.
2 nd year of employment	2 days (16 hours)
3 rd year of employment	3 days (24 hours)

4th year of employment 4 days (32 hours)

5th through 9th year of employment 5 days (40 hours)

10th year of employment 7 days (56 hours)

Employees must have worked a minimum of 500 hours the previous year to earn personal days. Notice of personal day balances will be included in employee pay monthly.

Section 6: Personal days may be carried over for one (1) year from the year of entitlement for a maximum of 56 hours carryover. Any carried over personal days not used in the second year shall be compensated by the Company at the hourly rate in which they were entitled. Each personal day equates to eight hours paid time. If an employee has earned four personal days they have earned Thirty-two (32) hours paid personal time therefore allowing an employee to get paid ten hours if they are working a 4/10 job. In that example, the employee would have twenty-two (22) hours of personal time remaining. Additionally, the personal day hours will be counted in the accumulation of the 40 hours needed for overtime. Personal days can be used in two (2) hour increments.

ARTICLE 12 - REPORTING/SHOW-UP PAY

Section 1: Employees reporting for work must be guaranteed at least two (2) hours of work, but, if work is not available, such employees shall be entitled to at least two (2) hours pay at their regular rate of pay. Any employee who starts work is guaranteed four (4) hours pay. The employer shall have the sole responsibility to determine availability of work due to weather conditions and any employee who by choice does not work will not be eligible for the benefits allowed in this section. Show up time does count in the accumulation of the forty (40) hours needed for overtime.

Section 2: In the event an employee is called back to work after leaving the site, he shall be guaranteed a minimum of four (4) hours pay at the appropriate rate of pay.

Section 3: In those situations where the actual work site is so located that employees cannot arrive there by their own private means of transportation, the Company shall provide transportation from a nearby parking lot to the site without charge. However, the trip to and from the site where the work is to be performed shall be a non-pay period.

ARTICLE 13 – WEATHER LINE

Section 1: The Company will continue to use the weather line to notify employees of circumstances relating to each project. Each project should have their notice on the weather line by 11:00 pm the night before the daylight shift. If no notice is on the weather line, employees are to report to work at their project.

Section 2: Employees that were notified not to report to work on the weather line and show up on the project will not be paid show-up pay and/or will not be placed to work on the project.

Section 3: Rain out days and weather line. Should the Company designate a specific number of employees to report to work via the weather line or by phone, those employees to report should be called out by the most senior employee qualified to perform the job duties

ARTICLE 14 – FUNERAL/SERVICE LEAVE

Section 1: Employees will be permitted up to three (3) paid, normally scheduled working days for the death of a member of the immediate family, to make arrangements for and attend the funeral or service. Immediate family is defined as legal spouse, mother, father, son, daughter, grandchildren, brother or sister. Employees will be permitted up to one (1) paid, normally scheduled working day for the death of their Farther in-law, Mother in-law, Step parent or step children. If the employee does not attend the funeral/service, he will not be paid. If requested by the Company, proof of death and of relationship in each case will be furnished by the employee. An employee will not receive funeral pay when it duplicates pay received for time not worked for any other reason.

ARTICLE 15 - MILITARY SERVICE

Section 1: A leave of absence will be granted to members of the National Guard or any branch of the armed forces of the United States for the purpose of attending a required training camp.

Should an employee be called into active duty for any period of time, the company respects the call to service and shall comply with the Uniformed Services Employed and Re-employed Rights Act of 1994 (USERRA).

Any hours missed due to annual required training or active military duty shall be considered as worked to satisfy the hours requirement in Article 11, section 5.

ARTICLE 16 - WAGE SCALE

Section 1: On all projects where wage rates are predetermined and are higher than wages that were set forth herein, then the higher of the two shall prevail. Wage rates for all projects on which rates have not been predetermined shall be covered by Schedule A attached to the back of the Agreement.

Section 2: Multi shift differential will be paid one half hour more than time worked.

Section 3: Classification (Schedule B)

ARTICLE 17 - GRIEVANCE PROCEDURE

Section 1: - Definitions:

- A. Grievance is defined as an alleged breach or violation of this Agreement or a dispute arising out of the interpretation or application of the provisions of this Agreement.
- B. Grievant is defined as any employee, group of employees, or the Union, claiming the alleged breach or violation of this Agreement or claiming a dispute that has arisen out of the interpretation or application of the provisions of this Agreement.

Section 2: - Scope of Grievance Procedure: Any matter not specifically covered by any provisions of this Agreement, as well as any matter reserved to the discretion of the Employer by statutes, legal precedents, rules and regulations of the Employer, United States National Labor Relations Board and/or by the terms of this Agreement is not a grievance and will not be construed as a grievance.

Section 3: - Informal Settlement of an Alleged Grievance:

- A. Any grievant will first discuss and attempt to settle the alleged grievance at the lowest appropriate level; i.e., an employee may discuss the matter with his immediate supervisor.
- B. The grievant may at any time present grievances to the Employer and to have them informally adjusted without the intervention of the Union as long as the adjustment is not inconsistent with the terms of this Agreement while it is in effect and the Union has been given an opportunity to be present at such adjustment.

Section 4: - Procedure:

- A. Step One - Immediate Supervisor. A grievance shall be reduced to writing and filed with the grievant's immediate supervisor within three (3) work days from the date of the occurrence of the alleged grievance, but not more than fourteen (14) work days from the date of the occurrence of the alleged grievance. The grievance must be submitted in writing and must be signed by the employee affected, who may be accompanied by his job steward to his immediate supervisor, who shall attempt to resolve the grievance to the mutual satisfaction of the employee and the Employer within three (3) work days of its presentation. The supervisor, within three (3) workdays after receiving grievance, shall report his

decision in writing to the employee and Union.

B. Step Two - Management Representative: If the Union is not satisfied with the disposition of the grievance at Step One, it may submit a written appeal to the designated Management Representative or his designee within five (5) work days after receiving a decision at the first step. The Management Representative or his designees, within three (3) work days after receiving the appeal, shall meet with the employee and authorized Union representative(s) in an attempt to resolve the grievance. The Management Representative or his designee shall give the employee a written decision within three (3) workdays following the meeting.

C. Step Three - Arbitration: If the Union is not satisfied with the disposition of the grievance at Step Two, the Union shall, within fifteen (15) calendar days after the decision at Step Two and within thirty (30) calendar days after the grievance was submitted at Step Two, whichever is sooner, serve written notice upon the Employer that it intends to submit the grievance to arbitration and the name of its arbitrator. The parties will attempt to agree upon a mutually acceptable neutral arbitrator. Should the parties fail to agree upon a mutual acceptable neutral arbitrator, they will jointly request the FEDERAL MEDIATION AND CONCILIATION SERVICE (FMCS) to submit to them a panel of seven (7) arbitrators.

The Union shall strike a person first and the parties shall then strike alternately until only one proposed neutral arbitrator remains. Such remaining person on the list shall become the neutral arbitrator for the arbitration proceeding. The neutral arbitrator so selected shall hear the case and render a decision as soon as possible. The decision of the arbitrator shall be final and binding.

The neutral arbitrator is hereby authorized only to clarify and interpret the express terms, provisions or clauses of this Agreement, and the neutral arbitrator shall not have the authority to enlarge, modify, delete, or change the express terms of the provisions of this Agreement.

Section 5: - Miscellaneous Provisions:

A. It is agreed that any grievance and responses must be presented under the procedures of this Article promptly and within the prescribed time limitations. Any grievance and responses not presented within the time limitation of each step shall be considered settled on the basis of the decision in the last step to which the grievance was presented and shall not be further appealed or filed as a new grievance. Time limits in the appeal steps may be extended with mutual consent, confirmed in writing, by the parties.

B. Conferences, meetings and hearings held pursuant to the grievance procedure shall be set by mutual agreement of the parties and all employees attending conferences, meetings and/or involving this grievance procedure shall do so on their own time.

C. The Union shall inform the Employer of all persons authorized to settle grievances on a step or to advance grievances to the next step. Only such persons shall settle and/or advance such grievances. All answers to and advances of grievances in and from Step One and above shall be in writing.

D. Grievance forms shall be supplied by the Union and given appropriate distribution so as to facilitate the operation of the grievance procedure.

E. The Union and the Employer will each bear its own costs incurred in the grievance procedure, except that both parties will share the cost of the neutral arbitrator and related expenses equally.

F. Nothing in this Section shall prevent the parties from settling an alleged grievance to their mutual satisfaction prior to the issuance of the arbitrator's decision.

G. Grievances that involve all employees may be filed at Step Two by the Union.

ARTICLE 18- SAFETY

Section 1: Objective & Obligations of the Parties: The Company and Union will cooperate to eliminate accidents and health hazards. The Company shall continue to make reasonable provisions for the safety and health of its employees on the project during the hours of their employment. It is understood by the parties that to achieve the above objective, it is necessary that employees use protective devices, wearing apparel, and other safety equipment provided in accordance with Section 2 of this Article.

Section 2: Protective Devices, Wearing Apparel & Equipment: Protective devices which are a condition of employment shall be provided by the Company. These will include, but not be limited to hard hats, safety glasses, goggles, gas masks, face shields, respirators, special purpose gloves, fireproof or acid-proof protective clothing as necessary and required shall be provided by the Company without cost to the employees, except that the Company may assess a fair charge to cover loss or willful destruction thereof by the employee. (See Article 21 Section 2, addressing safety toed boots.)

Section 3: Disputes: An employee, or group of employees, who believe that they are being required to work under conditions which are unsafe or unhealthy beyond the normal hazard in the operation in question, shall have the right (1) to file a grievance in the second step of the grievance procedure for preferred handling in such a procedure and arbitration, or (2) notify supervision of such danger and the facts relating thereto, and shall then have the alternative of being relieved of duty on the job (or jobs) without loss of right to return to such job (or jobs) when the hazardous condition is remedied. Management may in its discretion assign such a relieved employee to other available work.

Under no circumstances shall a relieved employee take any action to prevent other employees from working on the job, except to communicate information relating to the facts on the job. Management shall immediately take steps to remove the condition if there is good cause to conclude that it is hazardous.

In the event of such a dispute as to the existence of an unsafe condition changed from normal hazards inherent in the operation, the Union's and Company's representative shall immediately investigate the alleged condition and make a decision as to validity of same. If the Union's and Company's representatives are unable to agree on the disposition of the incident, the matter shall immediately be referred to an Arbitrator under special procedures to be worked out by him.

Section 4: Safety Committee: A Safety Committee with jurisdiction over all projects shall be established consisting of one (1) employee designated by the Union or members of the Union's Safety Committee and three (3) Management members designated by the Company. The Safety Committee shall hold monthly meetings at times determined by the Committee with the operating personnel. The function of the Safety Committee shall be to advise Management concerning safety and health matters, but not to handle grievances.

In the discharge of its function, the Safety Committee shall consider existing practices and rules relating to safety and health, formulate the suggested changes in existing practices and rules, and recommend adoption of new practices and rules.

Absent of the committee, all matters concerning safety should be brought to the attention of the company safety director.

ARTICLE 19 - NO STRIKES OR LOCKOUTS

Section 1: The Company agrees that during the term of this Agreement there shall be no lockouts.

Section 2: The Union agrees that it will not cause or permit its members to cause nor will any member of the Union or employee take part in any strike, including sympathy strike, or sit-down or any other kind of interference or any other stoppage or slow-down, total or partial, of any of the Employer's operations during the term of this Agreement, and no representative of the Union shall authorize, encourage, instigate, aid or condone such activities, and the Union shall permit no employee to participate in such activities. Any grievance which may arise during the term of this Agreement shall be settled peacefully.

Section 3: If any strike, work stoppage, interruption or impediment of work or operations should occur, the Union and all of its officials shall immediately take every means to induce the employees to cease such action and promptly return to regular work performance.

Section 4: Any employee who participates in picketing at the time of an illegal work stoppage will be subject to immediate discipline or discharge. The number of such employees to be disciplined or discharged and the degree of penalty will be determined by the Company. Only the question of whether the employee did, in fact, participate in such activity will be subject to grievance procedure and arbitration. The Company shall not penalize an employee for not crossing a picket line that he believes will put him in physical harms way.

Section 5: Should the Company become delinquent in making required contributions in this agreement of more than two (2) months, the Union has the right to have the bargaining unit employees cease work until the situation is correct or mutually agreed upon.

ARTICLE 20- NON-DISCRIMINATION CLAUSE

Section 1: 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 or non-membership in the Union.

ARTICLE 21 - MISCELLANEOUS

Section 1: All union employees will abide by company drug and alcohol policy dated January 1, 2009 and any updates to said policy and attached as Schedule I.

Section 2: A reimbursement will be made to employees who purchase Safety approved work boots and Safety prescription glasses or safety clothing of Three Hundred dollars (\$300.00). This reimbursement shall be one (1) time per each calendar year for the life of this Agreement. Employee must have worked a minimum of five hundred (500) hours the previous year to earn reimbursement. Payment to be made during the month of June for currently employed workers. Any employees not working at that time will receive the payment during the month (when and if) they are called back to work.

Section 3: Any employee assigned to work on a project covered by Schedule A rates shall be free to refuse the work assignment without loss of seniority if the work assignment is located outside a seventy-five (75) mile radius from the main office of the Company. If an assignment is refused, the employee forfeits all right of recall for that particular project.

Section 4: The Company agrees to notify the Union in writing upon request, of all projects covered under a UMW Agreement that would employ members from the USW Agreement.

Section 5: The Company agrees to supply the employees with a specified phone number for each project for employee to report off or for emergency upon request.

Section 6: Any employee that works on a project that is greater than seventy-five (75) miles from the office shall receive an out of town expense of thirty dollars (\$30.00) per day for the life of the contract. The Company will pay for a hotel/motel room.

ARTICLE 22 – 401K Saving Plan

Section 1: The Company agrees to continue the 401K Saving Plan as a voluntary participation to the employees. The Company also agrees to payroll deduct said amount and submit such deductions over to the plan administrator. Further, the Company agrees to match employee's contribution by ten percent (10%) for any employee who voluntarily participates in the plan. A maximum matching contribution will be made up to and including five percent (5%) of employee's total yearly compensation.

Section 2: On prevailing wage projects, should there be any excess fringes, after any negotiated contributions are deducted, this amount shall be contributed to the saving plan. The ten percent (10) match listed in section 1 does not apply to these contributions.

ARTICLE 23 – HEALTH AND WELFARE

Medical Plan – PPO 100/80, with In network deductible of \$200/400, out of network \$400/800, with office visit co-pay of \$25, specialist co-pay of \$30, spinal manipulation co-pay of \$30, physical/speech/occupational therapy co-pay of \$30 and ER visit of \$100. Prescription Drug – USW Option B (See schedule C).

An employee must work and or be paid 85 hours in a work month to earn coverage for benefit month.

<u>Worked month</u>	<u>Benefit month</u>
January	March
February	April
March	May
April	June
May	July
June	August
July	September
August	October
September	November
October	December
November	January
December	February

Lay-off and Coverage upon retirement

Hours worked in a calendar year	Month (s) earned coverage for the next year
600 – 899	1 month
900 – 1,299	2 months
1,300 – 1,399	3 months
1,400 and over	4 months

Hours are based on hours worked or paid in previous calendar year.

Example: Employee worked 1,150 hours in 2024, for 2025 this employee has earned 2 months of health and welfare coverage. Should this employee use only one month of earned coverage for lay-off in the calendar year of 2025, the second month then would carry over in 2026. This employee then would be entitled to 1 month carryover and any month or months earned from hours worked or paid in 2025 for 2026.

Example: Employee worked 1,350 hours in 2024, for 2025 this employee has earned 3 months of health and welfare coverage. Should this employee not use any months of earned coverage for lay-off in the calendar year of 2023, all 3 months would then carry over in 2026. This employee then would be entitled to 3 months carryover and any month or months earned from hours worked or paid in 2025 for 2026.

Example: Employee worked 1,650 hours in 2025, for 2026 this employee has earned 4 months of health and welfare coverage. Should this employee use all 4 months of earned coverage for lay-off in the calendar year of 2026, there would be no carry over in 2027. This employee then would be entitled to any month or months earned from hours worked or paid in 2026 for 2027. Carry over months earned for hours worked or paid in 2025, if not used in 2026 may be carried over for one more year into 2027 for a maximum bank of six months.

New Hires

Must be employed for three (3) months and have total of 300 hours in the three months, and have a minimum of one hour in a month to count that month as a qualified month. Health and welfare benefits will begin on the first day of the fourth (4th) month provided employee has meet the above eligibility rules.

Workers Comp

Employees will be covered for Health and Welfare Benefits from the end of the month in which an employee was injured for a period of six (6) months. One (1) month prior to the end of the six (6) months, should the injured employee need more time off, that employee shall request up to six (6) additional months. The employee shall present any documentation to verify addition time off to the Company.

Employees on workers comp will be credited the contribution rate times eight (8) hours per day for every off day or 40 hours per week up to One (1) year from date of injury.

Sick and Accident

Employees will be covered for Health and Welfare Benefits from the end of the month in which an employee was injured for a period of six (6) months.

Employee on Sick and Accident, pension will be credited the contribution rate times eight (8) hours per day for every day off or 40 hours per week up to six (6) months from date of injury.

Termination and Voluntary quit

Employees who voluntary quit, their health and welfare benefits will cease on the last day of the month in which the employee voluntary quits.

Employees who are terminated for just cause by the Company, their health and welfare benefits will cease on the last day of the month in which the employee was terminated.

Dependent Children

Will follow current law and insurance plan limits.

Opt out provision

An employee may opt out of the Health Care Plan that has been negotiated, provided that said employee shows proof of Health insurance to the company.

An employee who opts out of the health insurance coverage shall have a contribution made to their 401(k) based on the following formula.

Single rate monthly premium of the medical, drug, dental, vision total divided by 160 hours per month.

The rate based on the current premiums would be $\$826.85/160 \text{ hours} = \5.17 per hour .
This rate would change any time the insurance premiums change.

Price increase provision

If the health insurance premiums increase more than twelve (12) percent at any renewal, the company and union agree to adjust the current plan or The Company may change carriers provided the benefits (including doctors, and hospital network) to employees are equal to or greater than the existing coverage and the premiums are equal to or less than the current rates at the time of change. If the Company chooses to change carriers it will meet and discuss such change with the Union prior to the effective date of the carrier change.

Life Insurance

\$60,000 (see schedule D)

Accidental Death and Dismemberment

\$60,000 (see schedule D)

Short Term Disability

\$600 per week for 26 weeks (May 1, 2025 – April 30, 2028)

(see schedule E)

Dental Plan

(See schedule F)

Vision Plan

(See schedule G)

ARTICLE 24 – PENSION

Section 1: The Parties agree to participate in the Steelworkers pension trust (schedule H) with the following contributions:

\$3.15 per hour worked or paid May 1, 2025 – April 30, 2026

\$3.20 per hour worked or paid May 1, 2026 – April 30, 2027

\$3.20 per hour worked or paid May 1, 2027 – April 30, 2028

Section 2: The Company shall contribute the contribution rate listed above for all hours worked and or paid.

Section 3: The Company shall contribute for 8 hours per day for 5 days per week and up to a maximum of 2080 hours for employees on a work related injury (workers compensation).

Section 4: The Company shall contribute for 8 hours per day for 5 days per week and up to a maximum of 1,040 hours for employees on Sick and Accident.

Section 5: Contribution for new hires to start on the first day of the month of which the 90 calendar day probationary period ends.

ARTICLE 25 - DURATION & TERMINATION

Section 1: This Agreement becomes effective as of May 1, 2025, and will continue up to and including April 30, 2028, but either party may serve written notice on the other party between February, 2028 and March, 2028 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.

ARTICLE 26 - NOTICES

Section 1: All notices, offers, or exercises of options required or permitted by this Agreement shall be in writing and sufficiently given only if mailed by certified or registered mail, return receipt requested, to the party to receive notice at the following addresses or at such other address as any party, by notice, direct:

Company

Atlas Services Corporation
1024 Route 519, Suite 500
Eighty-Four, PA 15330
Attn: Office Manager

Union

United Steelworkers District 10
1965 Shenango Valley Freeway
Suite 1
Hermitage, PA 16148

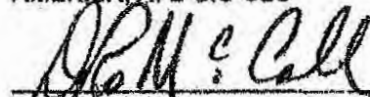
ARTICLE 27 - EXECUTION

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

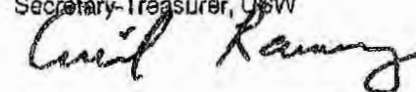
ATLAS SERVICES CORPORATION

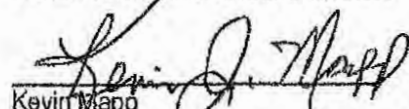

Ed Bradley, Secretary-Treasurer

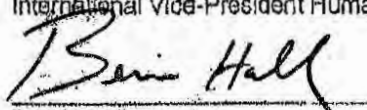
UNITED STEELWORKERS OF
AMERICA, AFL-CIO-CLC


David R. McCall
International President, USW


Myles Sullivan
Secretary-Treasurer, USW

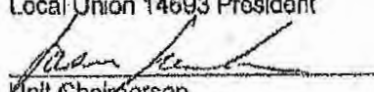

Emil Ramirez
Vice-President Administration, USW

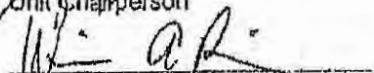

Kevin Mapp
International Vice-President Human Affairs, USW


Bernie Hall
Director - District 10, USW


Daniel Nunzir
Staff Representative District 10, USW


Bob Alderson
Local Union 14693 President


Unit Chairperson


Negotiating Committee

SCHEDULE A, WAGES

May 1, 2025

Classification	Wage
Class 1 operator	\$29.72
Class 2 operator	\$28.27
Skilled Labor	\$25.39
Carpenter	\$29.72
Carpenter Helper	\$27.13
Off Road Driver	\$27.00

May 1, 2026

Classification	Wage
Class 1 operator	\$30.82
Class 2 operator	\$29.37
Skilled Labor	\$26.49
Carpenter	\$30.82
Carpenter Helper	\$28.23
Off Road Driver	\$28.10

May 1, 2027

Classification	Wage
Class 1 operator	\$31.82
Class 2 operator	\$30.37
Skilled Labor	\$27.49
Carpenter	\$31.82
Carpenter Helper	\$29.23
Off Road Driver	\$29.10

SCHEDULE B – CLASSIFICATIONS

Laborers Skilled

Carpenter

Carpenter Helper

Off Road Driver Off-Road trucks

Operator, Class I Backhoe with 360 degree swing

Dozer – D6 size and over

Dozer – Under D6 size when performing slope work and grading

Dragline; Gradall (remote control or otherwise)

Highlift – 4CY and over

Scrapers; Shovel – Power

Highlift – Under 4CY when first highlift supporting pipe crew

Grader performing finish grade in preparations for concrete or asphalt

Compactor when working a fill along with more than three earth moving units

Backhoe with 180 degree swing while digging for utility installation

Operator, Class 2 Backhoe rear pivotal swing – 180 degree swing

Compactor w/blade; Vibratory roller

Dozer under D6 size

Highlift under 4CY

Hydraulic boom truck (non-pivotal cab)

Grader, Spreader box, Farm Tractor

Skid steer loader; power boom

Schedule C

Atlas Services Corporation – Non-Grandfathered
Group Numbers: 14826-18, 19



Summary of PPOBlue Benefits

With your PPO, or Preferred Provider Organization, if you receive services from a provider who is in the PPO network, you'll receive the highest level of benefits. If you receive services from a provider who is not in the PPO network, you'll receive the lower level of benefits. In either case, you coordinate your own care. There is no requirement to select a Primary Care Physician (PCP) to coordinate your care. Below are specific benefit levels that apply during your benefit period. You may be responsible for a facility fee, clinic charge or similar fee or charge (in addition to any professional fees) if your office visit or service is provided at a location that qualifies as a hospital department or a satellite building of a hospital.

Benefit	In-Network	Out-of-Network
Benefit Period ⓐ	Calendar Year	
Deductible (per benefit period)		
Individual	\$200	\$400
Family	\$400	\$800
Plan Payment Level – Based on the provider's reasonable charge (PRC)	100% after deductible	80% after deductible until out-of-pocket limit is met; then 100%
Out-of-Pocket Limit (per benefit period)ⓑ		
Individual	Not Applicable	\$1,000
Family		\$2,000
Total Maximum Out-of-Pocket ⓑ		
Individual	\$6,850	N/A
Family	\$13,700	N/A
Lifetime Maximum (per person)	Unlimited	Unlimited
Physician Office Visits	100% after \$25 copayment	80% after deductible
Specialist Office Visits	100% after \$30 copayment	80% after deductible
Urgent Care Center Visits	100% after \$30 copayment	80% after deductible
Telemedicine Services ⓐ	100% after \$0 copayment	Not Covered
Preventive Care ⓐ		
<i>Adult</i>		
Routine Physical exams	100% (deductible/copayment does not apply)	Not Covered
Adult Immunizations	100% (deductible does not apply)	80% after deductible
Routine gynecological exams, including a PAP Test	100% (deductible/copayment does not apply)	80% (deductible does not apply)
Mammograms, annual routine and medically necessary	100% (deductible does not apply)	80% after deductible
Well-Women Careⓐ	100% (deductible does not apply)	80% after deductible
Colorectal Cancer Screening	100% (deductible does not apply)	80% after deductible
Diagnostic services and procedures	100% (deductible does not apply)	80% after deductible
<i>Pediatric</i>		
Routine physical exams	100% (copayment does not apply)	Not Covered
Pediatric immunizations	100% (deductible does not apply)	80% (deductible does not apply)
Diagnostic services and procedures	100% (deductible does not apply)	80% after deductible
Emergency Room Services	100% after \$100 copayment (waived if admitted)	
Spinal Manipulations	100% after \$30 copayment	80% after deductible
Physical Medicine	100% after \$30 copayment	80% after deductible
Speech Therapy	100% after \$30 copayment	80% after deductible
Occupational Therapy	100% after \$30 copayment	80% after deductible
Allergy Extracts and Injections	100% after deductible	80% after deductible
Ambulance	100% after deductible	
Applied Behavior Analysis for Autism Spectrum Disorders (ASD) ⓐ	100% after deductible	80% after deductible
Assisted Fertilization Procedures	Not Covered	
Dental Services Related to Accidental Injury	100% after deductible	80% after deductible
Diabetes Treatment	100% after deductible	80% after deductible
Diagnostic Services	100% after deductible	80% after deductible
<i>Advanced Imaging</i> (MRI, CAT Scan, PET scan, etc.)		

**Atlas Services Corporation – Non-Grandfathered
Group Numbers: 14826-18, 19**

Benefit	In-Network	Out-of-Network
<i>Basic Diagnostic Services</i> (standard imaging, diagnostic medical, lab/pathology, allergy testing)	100% after deductible	80% after deductible
Durable Medical Equipment, Orthotics and Prosthetics	100% after deductible	80% after deductible
Enteral Foods	100% (deductible does not apply)	80% (deductible does not apply)
Home Infusion Therapy	100% after deductible	
Home Health Care	100% after deductible	80% after deductible
Hospice	100% after deductible	80% after deductible
Hospital Services – Inpatient	100% after deductible	80% after deductible
Hospital Services – Outpatient	100% after deductible	80% after deductible
Infertility Counseling, Testing and Treatment^②	100% after deductible	80% after deductible
Maternity (facility & professional services)	100% after deductible	80% after deductible
Medical/Surgical Expenses (Except Office Visits)	100% after deductible	80% after deductible
Mental Health – Inpatient	100% after deductible	80% after deductible
Mental Health – Outpatient	100% after deductible	80% after deductible
Pediatric Extended Care Services	100% after deductible	80% after deductible
	Limit: 100 days/calendar year	
Private Duty Nursing	100% after deductible	
Respiratory Therapy	100% after deductible	
Skilled Nursing Facility Care	100% after deductible	80% after deductible
Substance Abuse – Inpatient Detoxification	100% after deductible	80% after deductible
Substance Abuse – Inpatient Rehabilitation	100% after deductible	80% after deductible
Substance Abuse – Outpatient	100% after deductible	80% after deductible
Therapy Services (Cardiac Rehab, Infusion Therapy, Chemotherapy, Radiation Therapy and Dialysis)	100% after deductible	80% after deductible
Transplant Services	100% after deductible	80% after deductible
Precertification Requirements	Performed by Member ^③	

For Providers in your area call 1-800-810-BLUE

- ① Your group's benefit period is based on a Calendar Year which runs from January 1 to December 31.
- ② Treatment includes coverage for the correction of a physical or medical problem associated with infertility. Infertility drug therapy is covered.
- ③ Highmark Healthcare Management (HMS) must be contacted prior to a planned inpatient admission or within 48 hours of an emergency or maternity-related inpatient admission. Some facility providers will contact HMS and obtain precertification of the inpatient admission on your behalf. Be sure to verify that your provider is contacting HMS for precertification. If not, you are responsible for contacting HMS. If this does not occur and it is later determined that all or part of the inpatient stay was not medically necessary or appropriate, you will be responsible for payment of any costs not covered.
- ④ Out-of-pocket limits do not include copayments, deductibles, prescription drug cost share, or amounts in excess of the Allowable Charge. Once the out-of-pocket limit is met, the plan will pay 100% for the remainder of the benefit period for benefits subject to coinsurance.
- ⑤ Total maximum out-of-pocket includes copayments, deductibles, prescription drug cost share and out-of-pocket limits. Once the total maximum out-of-pocket is met, the plan will pay 100% for the remainder of the benefit period. This amount is subject to change per ACA guidelines.
- ⑥ Coverage for eligible members to age 21. Services will be paid according to the benefit category, i.e., speech therapy. Treatment for autism spectrum disorders does not reduce visit/day limits.
- ⑦ Services are limited to those listed on the Highmark Preventive Schedule and the Women's Health Preventive Schedule. Gender, age and frequency limits may apply.
- ⑧ Benefits are provided for female members for items and services, including, but not limited to, an initial physical examination to confirm pregnancy, screening for gestational diabetes, coverage for contraceptive methods (In-Network coverage only) and counseling and breastfeeding support and counseling.
- ⑨ Services are provided for acute care for minor illnesses. Services must be performed by a Highmark approved telemedicine provider. Virtual Behavioral Health visits provided by a Highmark approved telemedicine provider are eligible under the Outpatient Mental Health benefit.

**Atlas Services Corporation – Non-Grandfathered
Group Numbers: 14826-18, 19**

Benefit	In-Network		Out-of-Network
National Plus Prescription Drug Program (Defined by National Plus Pharmacy Network - Not Physician Network)	Retail – 34-day supply Mail Order – 90 day supply Mandatory Generic ^⓪		Not Covered
	Retail > \$15 copayment generic > \$40 copayment brand	Mail Order > \$30 copayment generic > \$80 copayment brand	

- ⓪ The member is responsible for the payment differential when a generic drug is authorized by the physician and the patient elects to purchase a brand drug. The member payment is the price difference between the brand drug and generic drug in addition to the brand drug copayment or coinsurance amounts, which may apply.

Schedule D

SECTION V: DEATH BENEFITS AND ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) BENEFITS

SCHEDULE OF BENEFITS

Benefit	Amount
Life Insurance	\$60,000
Accidental Death and Dismemberment (AD&D)	\$60,000

ELIGIBILITY

In order to be eligible for life insurance, Accidental Death and Dismemberment, you must be:

- a Participant in the Fund; and
- Actively at Work. If you are not Actively at Work for any reason, you will become eligible on the date you return to work.

HOW TO ENROLL

If your coverage is non-contributory, meaning that you do not pay for it, your Employer will automatically enroll you for coverage. If your coverage is contributory, meaning that you contribute either a full or partial premium towards coverage, you will need to elect coverage. Your Employer will be able to provide the necessary enrollment forms required for your election.

You will also need to complete a beneficiary designation form at the time of enrollment in addition to the enrollment form. These forms are also available through your Employer.

KEY TERMS

Accident or Accidental

A sudden, unexpected event that was not reasonably foreseeable.

Actively at Work or Active Work

You are performing the normal duties of your occupation and working the number of hours required to be eligible for benefits under this plan. You are also considered to be Actively at Work on any regularly scheduled vacation day or holiday, only if you were Actively at Work on the preceding scheduled work day.

Injury

Accidental bodily injury sustained by you which is the direct and independent cause of the loss and which occurs while you are covered under this plan.

Medical Provider

A medical practitioner licensed to treat illness and acting within the scope of that license.

SECTION VI: SHORT TERM DISABILITY BENEFITS

SCHEDULE OF BENEFITS

Maximum Weekly Benefit	\$600
Maximum Benefit Duration	26 weeks

If you become Totally Disabled and you are under the regular care of a Medical Provider, you will be eligible to receive Short Term Disability benefits. Under certain conditions, Disabled and Working benefits are payable if you are working but otherwise eligible for Short Term Disability benefits.

ELIGIBILITY

In order to be eligible for Short Term Disability benefits, you must be:

- a Participant in the Fund; and
- Actively at Work. If you are not Actively at Work for any reason, you will become eligible on the date you return to work.

KEY TERMS

Accident or Accidental

A sudden, unexpected event that was not reasonably foreseeable.

Actively at Work

You are performing the normal duties of your Occupation and working the number of hours required to be eligible for benefits under this Plan. You are also considered to be Actively at Work on a day that is not a scheduled work day only if you were Actively at Work on the previously scheduled work day.

Claims Administrator

The Hartford Life and Accident Insurance Company (The Hartford). To file a claim or ask questions about a claim, contact The Hartford at 1-888-249-4212 or at www.TheHartfordAtWork.com.

Current Weekly Earnings

The weekly earnings you receive from your employer and any other employment while you are Disabled and eligible for the Disabled and Working benefit.

Disability or Disabled

Total Disability or Disabled and Working Disability.

Disabled and Working

You are prevented by Injury, Sickness, Mental Illness, Substance Abuse or pregnancy from performing some, but not all, of the Essential Duties of your Occupation and are working on a part-time or limited duty basis as a result. To be considered Disabled and Working, your Current Weekly Earnings are more than 20%, but less than or equal to 80% of your Pre-disability Earnings.

Schedule F

SCHEDULE OF BENEFITS

The following Schedule of Benefits provides a summary of the dental benefits available to you and your eligible Dependents. Please refer to the subsequent pages for a more detailed description of covered service, limitations and exclusions.

Benefit Provisions	What the Plan Covers
Diagnostic Services (Not Subject to Annual Maximum) ➤ Routine Oral Examinations ➤ Dental X-Rays - Full mouth X-ray - Bitewing X-ray	100%
Preventive Services (Not Subject to Annual Maximum) ➤ Routine cleanings ➤ Topical fluoride application for dependent children under age 19 ➤ Space maintainers (not made of precious metals) that replace prematurely lost teeth for dependent children under 19 years of age ➤ Sealants when provided to children. Coverage is limited to one sealant per tooth in any three-year period	100%
Basic Restorative ➤ Fillings ➤ Simple extractions ➤ Endodontics, including pulpotomy and root canal treatment	80%
Periodontal Services ➤ Diagnosis and treatment planning including periodontal examinations ➤ Non-surgical periodontal therapy including periodontal scaling and root planing ➤ Surgical periodontal therapy ➤ Maintenance – post treatment preventive periodontal procedures (periodontal cleanings)	80%
Oral Surgery ➤ Surgical removal of teeth	80%
Prosthetics ➤ Initial insertion of bridges (including pontics and abutment crowns, inlays and onlays) ➤ Initial insertion of partial or full dentures (including any adjustments during the six-month period following insertion) ➤ Replacement of an existing partial or full denture or bridge by a new denture or bridge	50%
Crown, Inlay and Onlay Restoration ➤ Single unconnected crowns, inlays and onlays ➤ Replacement of crowns, inlays and onlays, but only if satisfactory evidence is presented that at least 5 years have elapsed since the date of insertion of the existing crown, inlay or onlay, and only if the existing crown, inlay or onlay is unserviceable and cannot be made serviceable	50%
Orthodontics (Not subject to Annual Maximum) ➤ Diagnosis, including radiographs ➤ Active treatment, including necessary appliances ➤ Retention treatment following active treatment ➤ Lifetime maximum \$1,500	50%
Annual Maximum (Excludes Diagnostic, Preventive and Orthodontic Services)	\$1,000
Deductible	None

NOTE: UCCI Participating Dentists will accept the Maximum Allowable Charge (MAC) reimbursement as payment in full.

SCHEDULE OF BENEFITS

This Schedule of Benefits provides a summary of the vision benefits available to you and your Dependents. Please refer to the following pages for a more detailed description of covered services, limitations and exclusions.

SERVICE	
In-Network Reimbursement Schedule Frequency – Once Every: Eye Examination Eyewear: Spectacle Lenses Frame Contact Lenses (in lieu of eyeglasses)	All Members 12 Months 12 Months 12 Months 12 Months
Eye Examination Eye Examination inclusive of Dilation Contact Lens Evaluation and Fitting Spectacle Lenses All ranges of prescriptions and sizes Choice of glass or plastic lenses Oversize Lenses Frame In-Network Retail Allowance Exclusive Collection of Frames (in lieu of Frame Allowance): Fashion Designer Premier If you choose to receive services from an independent network provider you may select a Fashion frame from the exclusive "Collection" at no cost. Should you select a frame from the provider's own supply, a \$60.00 retail allowance will be applied toward your frame purchase and you will be responsible for any amount over the allowance. Retail providers do not carry the collection; your frame benefit at a participating retail location will be the network retail allowance and you will be responsible for any amount over the allowance.	Plan Pays 100% 100% 100% 100% 100% 100% 100% after \$20 copayment 100% after \$40 copayment
Contact Lenses (in lieu of eyeglasses) Elective Allowance 1 Pair Standard Daily Wear Contact Lenses (in lieu of Elective Allowance) Medically Necessary (with prior approval) Spectacle Lens Options: Fashion and Gradient Tinting of Plastic Lenses Glass-Grey #3 Prescription Sunglasses Ultraviolet Coating Scratch Resistant Coating Polycarbonate Lenses Blended Segment Lenses Intermediate Vision Lenses Standard Progressive Addition Lenses (PALs) Premium PALs (Varilux™, etc.) Photochromic Lenses Ultra AR Coating Plastic Photosensitive Lenses Polarized Lenses Standard Anti-Reflective Coating (ARC) Premium ARC Hi-Index Lenses	\$75 ^{1/} 100% 100% Member Copayment \$15 \$15 \$15 \$20 \$0 or \$35 ^{2/} \$20 \$30 \$65 \$105 \$20 \$69 \$70 \$75 \$40 \$55 \$60
Out-of-Network Reimbursement Eye Examination, up to Contact Lens Evaluation and Fitting: Daily Wear, up to Extended Wear, up to Spectacle Lenses (per pair): Single, up to Bifocal, up to Trifocal, up to Lenticular, up to Frame, up to Contact Lenses: Non-Disposables, up to Disposables, up to Medically Necessary, up to	Plan Pays \$32 \$20 \$30 \$25 \$36 \$46 \$72 \$48 ^{3/} \$75 \$225

^{1/} Can be applied toward disposables or specialty contact lenses (including but not limited to extended wear, hard/soft bifocal, toric and gas permeable lenses).

^{2/} Polycarbonate lenses are covered in full for dependent children, monocular patients and patients with prescriptions $\geq \pm 6.00$ diopters

^{3/} Can be applied toward standard (hard/soft daily wear) or specialty contact lenses (including but not limited to extended wear, hard/soft bifocal, toric and gas permeable lenses).

SCHEDULE I

Company Drug and Alcohol Testing Policy

for

**ROADWAY STABILIZATION, INC. d/b/a
ATLAS SERVICES CORPORATION
ATLAS EQUIPMENT LEASING CORP.
CARBON RESOURCES, INC.
WARRIOR CONSTRUCTORS, INC.
EIGHTY FOUR REMODELERS, INC.**

APPLICABLE TO ALL COMPANY EMPLOYEES

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ALCOHOL AND DRUG FREE WORKPLACE PROGRAM AND POLICY

I STATEMENT OF PURPOSE Roadway Stabilization, Inc. d/b/a Atlas Services Corporation, its divisions, subsidiaries, and affiliated companies, (hereafter the "Company"), recognizes that substance abuse in the workplace is a major concern. It affects not only job performance and the work environment but also undermines the public's confidence in the Company and the safety of its operations. We believe that by working to identify and eliminate substance abuse we will improve the safety, health, and general well being of our employees at all levels of employment. In keeping with this objective, the Company has implemented an Alcohol and Drug Free Workplace Program and Policy. The purpose of this policy is to create and maintain an alcohol and drug free workplace.

II COVERAGE AND IMPLEMENTATION

Effective immediately, the Company is informing each Covered Individual (as defined below) of the Company's commitment to an alcohol and drug free workplace. All other elements of this policy will be enforced beginning on January 01, 2009.

- In implementing this policy, the Company will:
- Establish an ongoing program to ensure an alcohol and drug free workplace.
- Work toward providing an effective, safe and healthy workplace for all employees and for others exposed to the worksite, including the general public.
- Safeguard the property and operations of the Company and its customers.
- Inform employees of the hazards of using alcohol and illegal substances. Consistent with applicable federal, state, and District of Columbia laws.
- Screen covered Individuals for the bodily presence of alcohol and illegal substances, as provided for in this policy.
- Consistent with federal, state, and District of Columbia laws, prohibits identified substance abusers from becoming the Company's employees.
- Rehabilitate / Remove identified substance abusers from the Company's workplace.

III SCOPE

The policies outlined in this Alcohol and Drug Free Workplace Program and Policy apply to all Covered Individuals (as defined below).

IV DEFINITIONS

Accident—An on the job injury which results in a loss of work time.

Agent— Any representative or employee of a contractor, supplier or subcontractor of a contractor who needs access to the Company's premises or who has been granted permission to enter the Company's premises.

Alcohol—Any liquid that contains ethyl alcohol (ethanol).

Company—The Company, as the term is used in this policy, refers to **Roadway Stabilization, Inc. d/b/a Atlas Services Corporation**, its divisions, subsidiaries, and affiliated companies.

Contractor—An outside party called upon by the Company to perform a task, to provide a service or to provide temporary personnel for the Company. The term "contractor" also includes suppliers of goods and services (excluding common carriers) whose agents must enter the Company's premises.

Controlled Substance—Any substance as defined in the Controlled Substance Act (21 USC 812).

Covered (or) Covered Individual—Applicants and employees who are required to submit to drug testing as a condition of employment with the Company and are subject to the provisions of this policy unless noted otherwise.

Driver—Any individual using a Company or personal vehicle for Company business.

Fail a drug test- The confirmation test result shows positive evidence of the presence of a prohibited drug in an employee's system.

Illegal Drugs—Any drug which is prohibited by law (i.e. cocaine, marijuana, cocaine, heroin, phencyclidine (PCP), and so called designer drugs and look alike drugs) AND any drug that is legally obtainable but which has not been legally obtained, any over the counter drug used at a dosage level other than intended by the manufacturer AND any prescribed drug which is not being used as prescribed and manufactured.

Legal Drugs—Prescribed drugs and over-the-counter drugs that have been (under U.S. law) legally obtained and are being used for their intended purpose, or as prescribed and manufactured.

Medical Review Officer—The Medical Review Officer (MRO) is a licensed physician knowledgeable in the medical use of prescription drugs and the pharmacology and toxicology of illegal drugs and has completed an approved MRO course given by either the Federal Department of Transportation or the American Board of Occupational Medicine. The role of the MRO is to review and interpret positive test results obtained throughout the Company's drug testing program. It is important to remember that a positive test result does not automatically identify an applicant as an illegal drug user. The MRO must consult with the individual to assess and determine whether alternate medical explanations, such as the use of prescribed medications, could account for the positive test results. The MRO acts as a vital screen to assure that management is not notified of a positive result on a drug test until the MRO is satisfied that it resulted from illegal drug use.

On Duty—All working hours as well as meal periods and break periods, regardless of whether on or off of Company premises. In addition, any time during which a Covered Individual would be considered covered by the Company's Workers' Compensation insurance is included in the definition of "on duty" regardless of whether on or off Company premises.

Pass a drug test- Initial testing or confirmation testing does not show evidence of the presence of a prohibited drug in a person's system.

Performs a covered function- includes actually performing, ready to perform, or immediately available to perform a covered function.

Reasonable Suspicion means a belief based on objective facts sufficient to lead a prudent person to conclude that a particular employee is unable to satisfactorily perform his or her job duties due to drug or alcohol impairment. Such inability to perform may include, but not be limited to, decreases in the quality or quantity of the employee's productivity, judgment, reasoning, concentration and psychomotor control, and marked changes in behavior. Accidents, deviations from safe working practices, and erratic conduct indicative of impairment are examples of "reasonable belief" situations.

Substance Abuse Professional (SAP)- A Substance Abuse Professional ("SAP") can be a licensed physician (Medical Doctor or Doctor of Osteopathy), or a licensed or certified psychologist, social worker, or employee assistance professional or an addiction counselor certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission ("NAADAC") or the International Certification Reciprocity Consortium (ICRC) and has knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders.

Under the Influence— means a condition in which a person is affected by a drug or by alcohol in any detectable manner. The symptoms of influence are not confined to those consistent with misbehavior, or to obvious impairment of physical or mental ability, such as slurred speech or difficulty in maintaining balance. A determination of being under the influence can be established by a professional opinion, a scientifically valid test, such as urinalysis or blood analysis, and in some cases by the opinion of a layperson.

V ALCOHOL AND DRUG FREE WORKPLACE PROGRAM

The Company has a vital interest in maintaining safe, healthful and efficient working conditions for its employees. For this reason, the Company has established screening procedures designed to prevent the hiring and continued employment of Covered Individuals who use illegal drugs or whose legal use of alcohol or other drugs indicates a potential for impaired or unsafe job performance.

Being under the influence of alcohol or drugs on the job poses serious safety and health risks not only to the user, but also to those who work with, or come into contact with, the user. (i.e. fellow employees, customers, the general public, etc.). The manufacture, distribution, dispensation, possession, use, or sale of alcohol or an illegal drug in the workplace or during the workday, also pose unacceptable risks for safe, healthful and efficient operations.

The Company recognizes that its own well being and future are dependent upon the physical and psychological health of its employees. Accordingly, it is the right and intent of the Company to maintain a safe, healthful and efficient working environment for all of its employees and to protect the Company property, equipment operations, and reputation.

The Company has established the following specific policies with regard to on the job use, possession, or sale of alcohol and drugs by current employees.

VI ALCOHOL

A. Alcohol Prohibitions: An employee who has been notified to respond to an emergency must not use alcohol once notified to report, or must inform supervisor if they have consumed alcohol within the previous four (4) hours and may decline to work without any disciplinary action.

A supervisor who has actual knowledge that an employee has used alcohol, shall not allow the employee to perform the covered function.

The alcohol rule prohibits any alcohol misuse that could affect performance of a safety-sensitive function, including:

1. Use while performing Company duties
2. Use during the 4 hours before performing Company duties.
3. Reporting for duty or remaining on duty to perform Company duties with an alcohol concentration of a level higher than .02 below the legal limit as per the Pennsylvania Motor Vehicle Code.
4. Possession of alcohol on your person, unless the alcohol is manifested and transported as part of a shipment. This includes the possession of medicines containing alcohol (prescription or over-the-counter), unless the packaging seal is unbroken.
5. Use during 8 hours following an accident, or until he/she undergoes a post accident test, understanding all efforts by both parties are to have the test done as soon as possible after an accident.
6. Refusal to take a required test.

NOTE: An employee found to have an alcohol concentration of 0.04 less than the PA Motor Vehicle Code or greater, but less than 0.02 less than the PA Motor Vehicle Code, shall not perform, nor be permitted to perform, safety-sensitive functions for at least 8 hours following administration of the test or can be retested until the alcohol test result is less than 0.04 less than the PA Motor Vehicle Code. The other consequences imposed by the regulations and discussed do not apply. However, documentation of this test constitutes written warning that Company policy has been violated, and the next occurrence could result in disqualification of an employee.

Alcohol tests will be performed using urine, saliva or breath specimens.

VII LEGAL DRUGS

Any employee utilizing a legally prescribed drug, an over-the-counter medication, or any other substance which may alter the individual's physical or mental ability to perform the job, must report their use to the Company supervisor or the Designated Employee Representative (DER). A medical evaluation may then be required to determine what, if any, potential problems are involved with the employee's performance of duties while using the prescription or other medication, and to recommend any necessary temporary or permanent change in the covered individual's job assignment. During any period that such use of legal drugs adversely affects job performance, the employee's duties will be re-evaluated by the Company.

VIII ILLEGAL DRUGS

The manufacture, distribution, dispensation, possession, use, sale or being under the influence of an illegal drug by any employee while performing Company business, while on Company property or in a Company facility, or while in operating vehicles or equipment owned or leased by the Company is prohibited. Employees in violation of these rules will be subject to disciplinary action, up to and including unpaid suspension and/or termination.

IX IDENTIFICATION OF SUBSTANCE ABUSERS

In order to implement this Alcohol and Drug Free Workplace Policy, it is necessary to identify substance abusers prior to beginning employment with the Company, and to identify substance abuse problems with current employees under the circumstances noted below. To accomplish this, the Company has established, as part of its substance abuse program, the following screening (testing) procedures to deter and detect the abuse of alcohol and the use of illegal drugs and controlled substances. The Company will carry out all testing procedures in accordance with applicable state or local laws, and will conduct testing in the following circumstances, except where prohibited by applicable state or local laws. Compliance with this specific Company program will be considered a condition of employment for all covered individuals.

PRE-EMPLOYMENT TESTING

Each Covered Individual applying for employment with the Company, after receiving an offer of employment, will be required to undergo drug testing as a part of the pre-employment process. Employment of the applicant is contingent upon his or her passing the drug screening, which includes a urine test for drugs. Should the applicant fail to pass the screening because of a positive drug test, the applicant's job offer will be immediately rescinded. Former employees of the Company applying for rehire will be subject to pre-employment testing unless they have successfully passed a drug screening test administered while employed with the Company within the six (6) months preceding application for rehire.

Applicants who fail to pass pre-employment drug testing are not eligible for re-testing and will not be considered for hire at any later date.

REASONABLE SUSPICION TESTING

A Covered Individual employed by the Company may be screened for alcohol or drug abuse under this policy when the Company has determined that there is reasonable suspicion of current drug or alcohol abuse. Reasonable suspicion must be based upon specific objective facts and rational inferences drawn from those facts, and must be determined by a supervisor's direct and documented observation of the covered individual.

When a supervisor or trained employee observes employee behavior sufficient to give rise to a reasonable suspicion of alcohol or drug abuse, such as alcohol on the breath, lapses in performance, inability to appropriately respond to questions, or physical symptoms of alcohol or drug influence, the supervisor or trained employee may require the employee to undergo screening, after (a) the supervisor or trained employee documents this observation in writing prior to referral to a medical facility for screening, and (b) another member of management, after reviewing the supervisor's or trained employee's observations and written referral of the covered individual for screening, and after personal consultation with the individual, determines that the individual objectively manifests behavior sufficient to give rise to a reasonable suspicion of alcohol or drug abuse.

RANDOM TESTING

All random testing will be spaced over any 12 month period. Random testing is unannounced and unpredictable. Employees selected for testing will be chosen randomly by the COMPANY'S Drug-Free Workplace program administrator using special computer software that is tamper evident and guarantees every employee has the exact same chance as every other employee - and no greater chance - of being selected each time the selection program is run.

Current random rate of testing is Twenty Five Percent (25%) of the random pool tested for drugs and for alcohol.

Once notified to test, an employee must proceed immediately to the assigned collection site.

POST ACCIDENT TESTING

Workplace Accident When an employee has been involved in an OSHA-recordable workplace accident or injury, or a workplace accident involving major property damage (an estimated minimum of \$1,500 in property damage), or loss of work time, the employee will be required to undergo post accident drug/alcohol screening. If the actions of one employee result in an injury to another employee, only those employees whose actions contributed to the injury will be tested. In cases involving post accident screening, testing will be conducted within four (4) hours of the time of the accident whenever possible; however the Company may conduct testing at any time following an accident if the four hour limit cannot be met.

Determination of testing When an accident occurs, the employee or employees involved shall immediately notify the supervisor, who shall determine the necessity of drug or alcohol testing. If an exception to testing may be applicable, the decision whether or not to test shall be made by the Supervisor's Supervisor. If the Supervisor's Supervisor is unable to determine whether testing is required, then the DER must be consulted. The decision to test or not test must be documented.

Automobile Accident When an employee has been involved in an automobile accident involving a Company car, the individual will be required to notify the DER the day of the accident or no later than 8:00 a.m. E.S.T. on the next business day. If it has been determined by the Company, in its sole discretion, that the employee was at fault and if damages are in excess of \$1,000, the employee will be required to undergo post-accident drug/alcohol screening. Whenever possible, the testing will be conducted within four (4) hours of the time of the accident; however the Company may conduct testing at any time following an accident if the four hours limit cannot be met. Employees should maintain a post accident kit, including a Drug Testing Custody and Control Form, in the glove compartment of their assigned Company vehicle. Employees in violation of these rules will be subject to disciplinary action, up to and including unpaid suspension and/or termination.

Return-to-Duty Testing Any employee, who received a positive test, may be afforded a second chance only after evaluation by a Substance Abuse Professional (SAP). The SAP must determine that the employee followed the recommendations of the SAP, including participation in any qualified rehabilitation program and the employee must have a verified negative return to duty drug and/or alcohol test, when the SAP determines it is appropriate, prior to returning to safety-sensitive duties.

Company employee may be placed on unpaid medical leave for a predetermined period recommended by SAP if it is determined that such action is appropriate.

Follow Up Testing If an employee passes the Return to Duty Testing, follow up testing for the employee will be subjected to unannounced random follow-up testing for at least 12 months, but not more than 18 months with a minimum of 6 tests being done during the first 12 months. The SAP will determine additional testing requirements of the follow-up testing. Follow-up testing is separate from and in addition to the regular random testing program. Employees subject to follow-up testing must also remain in the standard random pool and must be tested whenever their name comes up for random testing, even if this means being tested twice in the same day, week or month.

X SUBSTANCE SCREENING PROCEDURES

The Company reserves the right to require individuals to undergo alcohol or drug screening as described in this program, subject to any requirements established by applicable state or local laws. Where applicable state or local laws establish specific procedural requirements for specimen collection and/or testing, the Company will comply with those requirements.

COLLECTION OF SPECIMENS The collection of urinary specimens from the donor is one of the most sensitive aspects of the drug testing program, and the Company must balance the values of privacy and confidentiality with the accuracy of the tests. When conducting testing pursuant to this policy, the Company will assure each donor that personal dignity and privacy will be respected in reaching its goal of an alcohol and drug free workplace.

The donor will be present for the entire procedure prior to sending the specimen to the laboratory. The container will be sealed in the donor's presence, and the donor will write his/her initials across the seal. Chain of custody procedures as defined by the Laboratory will be followed and will be documented thereafter.

The Laboratory When contracting for a drug screening laboratory, the Company will utilize only certified laboratories which are able to assure that appropriate methods will be used, laboratory procedures will follow the context of a quality assurance program, and adequately trained personnel will be used in the analysis and interpretation of the specimens. When selecting a laboratory, the Company will consider equipment, personnel, quality assurance, standardized procedures, quality control, and certification.

The laboratory shall be one that follows procedures for all testing as required by industry standards and shall have certification to perform testing in all states that require such certification.

Drug Screening by the Laboratory falls into two categories, initial testing and confirmation. The initial testing portion is a series of tests designed to distinguish negative findings from those presumed to be positive. The confirmation test is a more specific second test to positively identify a drug or a drug metabolite.

XIII TESTING AND TEST RESULTS

If the initial screening indicates a specimen is positive, a second, or confirmation test, will automatically be made to confirm the initial results. If this confirmation test is negative, then the initial results will not have been considered to be confirmed and the results will be reported as negative and entered into the donor's file as such. However, if the confirmation test also results in a positive finding, the donor will be considered to have failed the screening and appropriate action will be taken. In such cases, the donor will be provided with a copy of the positive test results. Actual costs associated with the screening and confirmation testing will be paid by the Company. Test results will be handled in a confidential manner and available only to those individuals who must be made aware.

The panel of drugs for which screening tests are conducted will include the following drugs or their metabolites at cut off levels not greater than those specified below:

DRUG CLASS	INITIAL TEST CUTOFF	CONFIRMATORY TEST CUTOFF	CONFIRMATORY METHOD
AMPHETAMINES	1000 ng/mL		
AMPHETAMINE		500 ng/mL	GC/MS
METHAMPHETAMINE		500 ng/mL	GC/MS
BARBITURATES	300 ng/mL		
AMOBARBITAL		200 ng/mL	GC/MS
BUTALBITAL		200 ng/mL	GC/MS
PENTOBARBITAL		200 ng/mL	GC/MS
PHENOBARBITAL		200 ng/mL	GC/MS
SECOBARBITAL		200 ng/mL	GC/MS
BENZODIAZEPINES	300 ng/mL	200 ng/mL	GC/MS
COCAINE METABOLITES	300 ng/mL	150 ng/mL	GC/MS
MARIJUANA METABOLITES	50 ng/mL	15 ng/mL	GC/MS
METHADONE	300 ng/mL	200 ng/mL	GC/MS
METHAQUALONE	300 ng/mL	200 ng/mL	GC/MS
OPIATES	300 ng/mL		
MORPHINE		300 ng/mL	GC/MS
CODEINE		300 ng/mL	GC/MS
HYDROCODONE		300 ng/mL	GC/MS
HYDROMORPHONE		300 ng/mL	GC/MS
OXYCODONES	100 ng/mL		
OXYMORPHONE		100 ng/mL	GC/MS
OXYCODONE		100 ng/mL	GC/MS
PHENCYCLIDINE	25 ng/mL	25 ng/mL	GC/MS
PROPOXYPHENE	300 ng/mL	200 ng/mL	GC/MS

Amphetamines; Cannabinoids; Cocaine; Opiates; and Phencyclidines

Benzodiazepines (Alprozolam, Flurazepam, Nordiazepam, Oxazepam, temazepam, Clomazepam, Midazolam, Triazolam, Lorazepam)

Barbiturates: (Amobarbital, Butalbital, Pentobarbital, Phenobarbital, Secobarbital)

Expanded Opiates (Morphine, Codeine, + Hydrocodone, Hydromorphone, Oxycodone, Propoxyphene)

Methadone

Methaqualone

BUT MAY VARY TO FOLLOW REQUIREMENTS OF CONTRACTING COMPANY

(NOTE: Federal law does not currently permit the lawful use of marijuana for medical purposes. Drug screening tests positive for Cannabinoids may not be classified under this policy as reflecting use of a legal drug on the basis of medical use.

XIV ACTIONS FOR POSITIVE RESULTS

Rehabilitation assistance in lieu of discharge will be offered to any employee who has violated this policy provided that it is a first offense and provided that the violation does not involve selling or serious misconduct. Procedures for return to duty under "Section XV REHABILITATION AND EMPLOYEE ASSISTANCE."

XV REHABILITATION AND EMPLOYEE ASSISTANCE

Employee Assistance Program Rehabilitation assistance following "Rehabilitation Procedures" will be offered to any employee requesting such assistance, provided that the request **is unrelated** to an identification of the employee as a violator of this policy.

Rehabilitation Procedures An employee who is in detoxification or rehabilitation will be suspended, except that--when indicated by the circumstances of the case and the written recommendation of a licensed physician or recognized rehabilitation professional--an employee may be permitted to work while undergoing rehabilitation on an outside-of-work basis. The written recommendation must include a statement to the effect that the employee's presence in the workplace will not constitute a safety hazard to the employee, co-workers or others. An employee whose rehabilitative therapy involves drug maintenance, hospitalization or detoxification will not be considered for the exception from suspension described.

An employee who is in rehabilitation or who has completed rehabilitation will be allowed to return to work upon presentation of a written release signed by a recognized Substance Abuse Professional (SAP). The release must include a statement to the effect that the employee's presence in the workplace will not constitute a safety hazard to the employee, co-worker or others. Employees returning to the workplace will be subject to "Return to Duty" testing and "Follow Up Testing"

Rehabilitation assistance given by COMPANY will be:

- a. Limited to those medical benefits that may be available in the employee's medical benefits plan. Expenses not covered by a medical plan will be paid for by the employee.
- b. Obtained through a rehabilitation program that has been pre-approved by COMPANY.
- c. Obtained by the employee during times that will not conflict with the employee's work time, except that the employee may use any available sick leave or annual leave to be absent from the job with pay.

COMPANY will provide to any employee, upon request and at no cost to the employee, information concerning local resources that are available for the treatment of drug and alcohol related problems.

XVI APPEAL OF A DRUG OR ALCOHOL TEST RESULT

An employee who has a verified positive drug test and/or refusal to test is afforded the opportunity to request a retest at their own expense of the remaining portion of the urine specimen. Request must be made within 72 hours from the time of notification and may be verbal or in writing. Retest will be completed only by a laboratory certified by DHHS.

An employee, that has not requested a test of the split specimen within 72 hours, may present to the MRO information documenting that serious injury, illness, lack of actual notice of the verified test

result, inability to contact the MRO (e.g., there was no one in the MRO's office and the answering machine was not working), or other circumstances unavoidably prevented you from making a timely request.

The MRO may conclude from information given that there was a legitimate reason for failure to contact within 72 hours. Employee must then direct that the test of the split specimen take place, following procedure under a timely request.

During the period of appeal, the selection process for an applicant will be placed on hold and the employment status of a current employee may be suspended. An employee who is suspended pending appeal will be permitted to use any available annual leave in order to remain in active pay status. If the covered individual has no annual leave or chooses not to use it, the suspension will be without pay, to the extent permissible under applicable law.

XVII REFUSAL TO SUBMIT TO TESTING

An applicant who refuses to submit to substance abuse testing or refuses to sign a release and consent form in connection with such testing will not be considered for employment by the Company. An employee who refuses to submit to substance abuse testing or refuses to sign a release and consent form in connection with such testing is in violation of this policy, and will be subject to termination of employment.

Refusal to Test: Behavior constituting a refusal to test includes:

- a. Inability to provide sufficient quantities' of breath, saliva, and urine to be tested without valid medical explanation;
- b. Tampering with or attempting to adulterate the specimen
- c. Interfering with the collection procedure
- d. Not immediately reporting to the collection site
- e. Failing to remain at the collection site, without a valid reason
- f. Leaving the scene of an accident without a valid reason before tests have been conducted

XVIII INSPECTIONS AND SEARCHES

COMPANY may conduct unannounced general inspections and searches for drugs or alcohol in COMPANY vehicles or equipment wherever located. Employees are expected to cooperate.

Search of an employee and his or her personal property may be made when there is reasonable belief to conclude that the employee is in violation of this policy.

An employee's consent to a search is required as a condition of employment, and the employee's refusal to consent may result in disciplinary action, including discharge, even for a first refusal. Illegal drugs, drugs believed to be illegal, and drug paraphernalia found on COMPANY property will be turned over to the appropriate law enforcement agency and the full cooperation given to any subsequent investigation. Substances that cannot be identified as an illegal drug by a layman's examination will be turned over to a forensic laboratory for scientific analysis.

XIV EMPLOYEE RESPONSIBILITY

It is a condition of continued employment that all employees abide by the terms of the Alcohol and Drug Free Workplace Program and Policy.

In the event of any conviction for a criminal drug violation occurring on Company property, in a Company facility, or while in or operating a Company owned or leased vehicle, the employee must notify the DER within twenty-four (24) hours of the date of conviction.

Individuals found to have engaged in misconduct, as determined by the Company, may be subject to discipline up to and including unpaid suspension and/or termination as determined to be appropriate by the Company. Any employee, who is convicted for manufacturing, selling, distributing, or possession with the intent to distribute illegal or controlled substances, whether on duty or off duty, will be terminated from employment with the Company. Any individual who pleads guilty or nolo contendere to any of the aforementioned drug related offense will be terminated from employment with the Company.

XV EDUCATION AND TRAINING

Employee Awareness In its efforts to develop employee awareness of the hazards of substance abuse, the Company will provide employee awareness components, which may, for example, utilize posters, PowerPoint presentations, alcohol and drug awareness days, and distribution of written materials. Information contained within these components will be made available to employees.

Supervisory Training The Company's Alcohol and Drug Free Workplace Program includes a commitment to train supervisors and managers in identifying and responding to illegal drug use by employees and the procedures used to approach an employee and document the incident and subsequent conversation.

XVI COMPANY RIGHTS

The Company reserves the right to interpret, modify, or rescind this Alcohol and Drug Free Workplace Program and Policy in whole or in part with or without notice, subject to any state and federal laws and relevant collective bargaining agreements.

This Alcohol and Drug Free Workplace Program and Policy does not in any way change the employment-at-will nature of employment.

XVII PROGRAM CLARIFICATION AND ADMINISTRATION

Applicants: An applicant will be provided written notice of this policy and by signature will be required to acknowledge receipt and understanding of the policy. (Exhibit B, attached) Each applicant will be informed of the location of the complete policy and/or may request a personal copy. This signed acknowledgment form will be retained in the individual's personnel file.

Employees: Each employee will also receive and sign the Alcohol and Drug Free Workplace Acknowledgment form (Exhibit B, attached). Each employee will be informed of the location of the complete policy and/or may request a personal copy. This signed acknowledgment form will be retained in the individual's personnel file.

Questions regarding any provision of the Company's Alcohol and Drug Free Workplace Program and Policy should be directed to:

Name: Edward Bradley – Designated Employee Representative
Location: Main Office
Phone: 724-225-1000
Cell Phone: 724-747-1361
Email: Bradley@atlasservices.com
Fax: 724-228-2579