

AGREEMENT

BETWEEN

GOLDEN EAGLE ASPHALT PLANTS

AND

UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND
SERVICE WORKERS INTERNATIONAL UNION
AFL-CIO-CLC

ON BEHALF OF

LOCAL 14693 - 100

Effective July 1, 2026

Expires June 30, 2027

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AGREEMENT

THIS AGREEMENT made and entered into this 1st day of July **2026**, by and between GOLDEN EAGLE CONSTRUCTION COMPANY, INC, (Asphalt Plants) hereinafter referred to as the Company, party of the first part.

AND

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

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

ARTICLE I PURPOSE AND INTENT

Section I: That this Agreement is for the exclusive joint use and benefit of the contracting parties, and the provisions herein defined and set forth shall be construed as binding upon and effective in determining the relations between the parties signatory hereto. It is the intent and purpose of the parties herein to promote and improve industrial and economic relationships in the Asphalt Plant industry and to set forth herein the rates of pay, hours of work, and conditions of employment to be observed by the parties hereto.

ARTICLE II SCOPE OF THE AGREEMENT

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

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

This shall apply to hiring, placement or employees, rates of pay, or other forms of compensation, selection for training, including apprenticeship, layoff or termination of employment, and application for admission to Union membership.

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

Section 4: It is mutually understood that the following terms and conditions relating to the

employment of persons covered by this Agreement have been decided upon by means of collective bargaining and that the following provisions will be binding upon the Company and the Union during the term of this Agreement and any renewal thereof. This agreement during its life may be modified only by mutual written consent of the parties hereto. The provisions of this Agreement shall be subject to any changes made necessary by reason of Federal and State legislation, regulations or specifications.

Section 5: This Agreement applies to all Asphalt Plants that the Company own, and to plants leased by the Company, for so long as such leases are not canceled or terminated.

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

ARTICLE III MANAGEMENT

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

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

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

Section 4: The Company recognizes its obligation to provide a safe working environment in accordance with applicable State and Federal safety standards.

Section 5: Employees in the excluded category (see Article II, Section 1) shall not perform any work normally performed by workers under their supervision, except in cases of operating difficulties, or to instruct workers, or to assure the proper performance of work or work of an experimental nature providing regular employees are not thereby replaced.

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

Section 6: The Company supports the use of progressive discipline to address issues. The progressive discipline policy is designed to correct actions and improve employee performance. The following is an outline of the disciplinary Steps:

- Verbal Warning

- Written Warning
- Final Written Warning and/or 3-day suspension
- Termination

Infraction shall “drop off” an employee’s record after twelve months.

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

ARTICLE IV UNION REPRESENTATIVES

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

ARTICLE V PROBATIONARY PERIOD

Section 1: It is agreed that new employees shall be considered probationary employees for the first sixty (60) days of their employment except that upon written agreement between the Company and the steward the probationary period may be extended for an additional thirty (30) days on a case-by-case basis. Probationary employees may be laid off or discharged for cause as exclusively determined by Management, provided that the provisions hereof will not prevent a probationary employee from joining the Union, it being further provided that the provisions hereof shall not be used by Management for purposes of discrimination because of membership in the Union.

ARTICLE VI HOURS OF WORK. OVERTIME. PREMIUM PAY. HOLIDAYS AND PERSONAL DAYS. AND OVERTIME SCHEDULING

Section 1: The regular work week for all employees shall start with the first shift on Monday and shall consist of forty (40) hours.

Section 2: Overtime at the rate of one and one-half (1 and 1/2) times the regular rate of pay shall be paid for:

- A. All hours worked in excess of eight (8) hours in a workday, and all hours worked in excess of forty (40) hours in a workweek.
- B. All worked perform on Saturday.

Section 3: Double (2) times the regular rate of pay shall be paid for:

- A. All hours worked on Sunday.

Section 4: Double and one-half (2 and 1/2) times the regular rate of pay shall be paid for:

A. All hours worked on any paid holiday, this will represent 1-1/2 times hours worked plus eight (8) at the regular rate for holiday pay.

Section 5: Holidays- New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be paid holidays although idle, at eight (8) times the employee's regular hourly rate provided the employee works either their last scheduled workday before and the first scheduled workday after the holiday within the week prior to the holiday, the week of the holiday, or the week after the holiday occurred.

Section 6: The Company agrees not to schedule any work the following days: Christmas Eve Day, Christmas Day, New Year's Eve Day, and New Year's Day

Section 7: An employee, upon furnishing a request for the time off during the preceding calendar week, may be granted time off without pay during the first two (2) days of Buck Season and the first day of Doe Season; such days, if not worked, shall not be counted as hours worked for the purpose of computing overtime.

Section 8: Absence due to an injury received on the job which is compensable will be counted as time worked for the purpose of computing holiday pay, and in no case will this absence disqualify the employee for holiday pay, provided such absence does not exceed thirty (30) days.

Section 9: No employee shall be laid off during his regular workweek for the purpose of avoiding payment of premium time or payment for the seventh (7th) consecutive day worked, Sunday, or paid holidays.

Section 10: If the operation is put on more than one (1) shift, a premium of one dollar (\$1.00) for work performed on this shift and shall be included in the basic hourly rates of all employees entitled to such shift premium for purposes of overtime in this Agreement. For the purposes of this section, an employee who starts work on or after 12:00 noon but before 4am. Any employee placed on this shift shall be assured 40 hours per week if the employee is willing to perform other jobs as needed.

Section 11: In case an employee is injured on the job, the employee will be paid his applicable rate for time spent at the medical treatment site, including travel time, up to a total of eight (8) hours for the day. If the doctor does not return the employee to work that day, the employee shall receive his applicable rate for the balance of that day (up to a total of eight (8) hours for the day).

Section 12: All employees that completed one year of services shall be entitled to three (3) paid personal days each calendar year of the agreement, which cannot be taken consecutively. Employees shall provide three (3) days' notice except in case of emergency where it is not reasonably possible. Employees are also given two (2) paid sick days per year, given that the employee provides proper documentation within three (3) days of the employees' absence.

Section 13: The Company agrees that overtime scheduling for Saturday work shall be on a voluntary basis. A voluntary list shall be posted as early as possible for the plant or plants locations and the number of employees and classification needed. Should there not be enough volunteers on the list by Friday 9:00am; the Company shall mandate the least senior qualified employee be required to work.

ARTICLE VII
CALL-IN PAY

Section 1:

- A. If an employee arrives at work and "waits" to work without performing any work for a minimum of one (1) hour, he will be paid a total of two (2) hours at his regular base wage as shown in Schedule "A".
- B. If an employee reports to work and "waits" for any period of time and then subsequently works, he shall be paid for the time spent waiting in addition to his time spent working.
- C. If an employee arrives at work and starts to work, he will be offered a minimum of four (4) hours of work.

ARTICLE VIII
VACATION PAY

Section 1: Eligibility

- A. New hires must complete one year of service from their hire date to be eligible for one (1) week of vacation which may be taken in that calendar year in which the employee completes the one year of employment. Any employee, who is hired after August 31st, may carry their weeks earned vacation over into the following year. (Example, employee is hired Oct. 5th 2007, then on Oct. 4th, 2008 said employee has earned his or her week vacation that employee may take that vacation in the remainder of 2008, or carry the one week over into 2009).
- B. After completing one year of service all future vacation/vacations will be based on a calendar year, with the eligibility that the employee worked a total of 1040 hours in the previous year, and worked one day in the subsequent year.
- C. If an employee retires, self-terminates or is fired for just cause with unused vacation, he or she will be compensated this unused portion.

Section 2: Length of Vacation

- A) One year of service 5 days (1 week) paid vacation.
- B) Two years of service 6 days paid vacation.
- C) Three years of service 7 days paid vacation.
- D) Four years of service 8 days paid vacation.
- E) Five years of service 10 days (2weeks) paid vacation.

- F) Fifteen years of service 15 days (3 weeks) paid vacation

Section 3: Vacation Pay

- A) Employees eligible and granted a vacation, shall be paid at the employee's rate of pay, at the time of vacation.
- B) Eligible employees not taking time off for vacation shall be compensated at the employee's rate of pay. Employees shall be paid this compensation, the first pay period in January of each year of this agreement.

Section 4: Scheduling of Vacations

- A) Employee wishing to schedule a full week of vacation prior to August 1st must notify the Company by March 15th of each year of the agreement. Employees wishing to schedule full weeks of vacation August 1st through December 31st must notify the Company by July 1st.
- B) Vacation will so far as practical be granted at the time most desired by the employee, (longer service employees being given preference as to choose).
- C) There must be no more than one (1) employee scheduling a full week vacation at a time during the period from May 1st through October 31st of each year.
- D) The company may limit the total amount of full weeks taken during the period of August 1st through October 31st to six (6). No single employee shall take more than one (1) full week during that same time.

SPLIT DAYS

If the employee is taking a 3–5-day vacation it must be decided in writing by **March 15th** of that same year. However, if the employee is taking less than 3 days it must be given in writing with a one weeks' notice. In addition, vacations will be decided on a case-by-case basis as well as management's ability to cover the position. Management will make every effort to accommodate the employees' requests.

ARTICLE IX- SENIORITY

Section 1:

- A. In all cases of promotion or increases and decreases in the working force, length of service with the Company shall govern assignments provided the employees involved are able to perform the available work. Any employee believing himself unjustly affected by a Company decision in the operation of this article may appeal through the grievance procedure provided for by this Agreement.
- B. Any employee who has been transferred or promoted to a position excluded from the bargaining unit shall not lose his seniority for a period of ninety (90) calendar days. Should the employee return to the bargaining unit within these ninety (90) days, he shall not lose his seniority; however, should he remain in that position for more than ninety (90) calendar days, he shall lose all of his seniority. This ninety (90) calendar day period shall apply to an individual on one occasion only. If the employee is subsequently transferred and reclassified by the Company to a position in the bargaining unit, he shall be assigned as a new employee.
- C. The seniority provisions contained in this Article shall not be applicable on any particular day where only a part of a phase of a project can be worked on that day for any reason; this provision is in addition to prior understandings reached between the parties with respect to equipment failure or breakdowns.

Section 2:

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

At all times, the employee shall leave with the project bookkeeping department a telephone number and his home mailing address at which the employer can immediately contact the

employee for the purpose of notifying him of available work.

Section 3:

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

ARTICLE X
ON THE JOB TRAINING- JOB POSTING

Section 1: Workers shall be free to accept employment in any occupational classification that they have the ability and the training to perform, providing there is a vacancy, and they shall be paid the scale of wages applicable to the work performed. However, as the need for more skilled positions arises the senior employees who desire to do so shall be given the opportunity to learn any occupation requiring greater skill. He may work at the new job classification for a training period of sixty (60) calendar days and if at the end of the sixty (60) calendar day training period the worker is qualified to perform this job classification satisfactorily, he shall then receive the rate of pay applicable to the classification. During this sixty (60) calendar day training period, he shall work at the wage rate applying to the job classification performed prior to training. If at the end of the sixty (60) calendar day period the worker is not qualified to perform this job classification satisfactorily, he shall be entitled to return to his old job without any loss of seniority. The Company shall furnish to the Union the name, classification, location and starting date of all trainees under this section. The Company further reserves the right to fill vacancies in positions requiring certain skills with new hires already possessing the required skills as the need arises.

Section 2: The Company shall post notice at the main office and with the Unit Chairperson of any vacancies of job classifications. This notice shall be posted two (2) weeks prior to the vacancy being filled. Employees wishing to fill the vacancy must give written notice to the Company in no less than five (5) working days prior to the vacancy being filled.

Section 3: Employer affords employees within the Union the opportunity to obtain technical certifications that require training, and schooling outside of their normal work environment. In the case that the Employer affords the opportunity to a specific employee, they will be required to sign an MOU (Memorandum of Understanding) agreeing that once the certification is obtained that they will not seek other employment using this specific certification, for up to two years. If the employee does seek other employment using this certification, they will be responsible for reimbursing the Employer the cost of the training and or schooling.

ARTICLE XI-GR1EVANCES

Section 1: Should differences arise as to the meaning and application of the provision of this Agreement, or should differences arise about matters not specifically mentioned in this Agreement, or should any local trouble of any kind arise on the project, an earnest effort will be made to settle such differences, immediately in the following manner, during which time there shall be no suspensions, lockouts, interruptions, or impeding of work, concerted work stoppages, strikes or other interferences with efficient production and plant maintenance.

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

Second: Should agreement not be reached between the Job Steward and the Job Superintendent; the grievance must be reduced to writing and referred to the staff representative of the Union and representatives of the Company within ten (10) calendar days from completion of the First Step.

The representatives of the Company and Union shall meet as soon as possible to try to resolve the grievance. The Company shall have up to ten (10) days from the date of this meeting to answer the grievance in writing.

Third: If such meeting shall fail to settle the grievance or if no such meeting is called, either party, with or without the consent of the other may request the Federal Mediation and Conciliation Service to appoint an arbitrator and if so requested by either party, the Federal Mediation and Conciliation Service shall designate and appoint such arbitrator.

The decision of the arbitrator shall be final and binding. The fees and expenses of the arbitrator so selected shall be borne equally by the Company and the Union. The failure of either party to meet the time limits in this procedure shall result in a default. All of these time limits may be extended by the mutual written agreement of the parties. The arbitrator shall not have the authority to add to, detract from or otherwise modify the terms and conditions of this Agreement.

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

ARTICLE XII UNION SECURITY & CHECK-OFF

Section 1: It shall be a condition of employment that all employees of the employer covered by this Agreement who are members of the Union in good standing on the effective or execution date of this Agreement, whichever is the later, shall remain members in good standing, and those who are not members on the effective or execution date of this Agreement, whichever is later, shall on the eighth (8th) day following the effective or execution date of this Agreement, whichever is the later, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after this effective or execution date, whichever is the later, shall on the eighth (8th) day following the beginning of such employment become and remain members in good standing in the Union.

The Company shall supply each new employee a Union check-off card upon completion of the eight (8th) day of employment. Upon the employee voluntarily executing the check-off card such card shall be submitted as prescribe in section 2 of the Article.

Section 2: The membership dues, including initiation fees and assessments of United Steel, Paper and

Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service workers International Union, AFL-CIO-CLC, in care of the Secretary-Treasurer, 5 Gateway Center, Pittsburgh, Pa. 15222. In the case of the Union's prescribed initiation fee, the employer shall deduct fifty percent (50%) during the first week of employment and fifty percent (50%) during the second week of employment.

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

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

Section 5: Pursuant to the rules and regulations of the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service workers International Union, AFL-CIO-CLC, no assessments may be levied by any local union against its members without the approval of the International office of the Union.

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

ARTICLE XIII- WAGE SCALE

Section 1: Wages agreed to are attached as Wage Schedule "A".

July 1, **2026** See Schedule "A"
July 1, **2026** **\$0.35** increase

Section 2: The Company will reimburse an employee for use of personal vehicle during working hours, if the Company requests it.

ARTICLE XIV- INSURANCE

Section 1:

Important Questions	Answers
What is the overall deductible?	\$2,500 individual/\$5,000 family <u>network</u> . \$5,000 individual/\$10,000 family out-of- <u>network</u> .
Are there services covered before you meet your deductible?	Yes. Office visits, <u>preventive care services</u> , <u>emergency room care</u> , <u>urgent care</u> , outpatient mental health, outpatient substance abuse, <u>rehabilitation services</u> , and <u>prescription drug</u> benefits are covered before you meet your <u>network deductible</u> . <u>Copayments and coinsurance amounts don't count towards the network deductible.</u>
Are there other deductibles for specific services?	No.
What is the out-of-pocket limit for this plan?	\$0 individual/\$0 family <u>network out-of-pocket limit</u> , up to a total maximum out-of-pocket of \$9,450 individual/\$18,900 family. \$5,000 individual/\$10,000 family out-of- <u>network</u> .

A schedule of benefits is attached to this agreement and identified as Exhibit “B”

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

Section 2:

A. As of January 1st, 2023, the Employer is currently paying 80.7% and the Employee is paying 19.7%. The employer shall be responsible for healthcare increase year over year up to six percent (6%). Any increases above this threshold shall be the responsibilities of the employees.

Example: If health insurance premiums increase by 8% between the year 2018 and 2019 the employer will pick up the first six percent and the employees the final two percent. To clarify further, if that 8% represents a \$100.00 per year increase the employer will be responsible for \$80.00 and the employee \$20.00.

Section 3: An employee on lay-off will have his/her coverage continued by the Company for the duration of the layoff as long as the employee continues to pay for their share of the healthcare cost as described in section 2 above.

Section 4: Short-term disability insurance with a benefit of \$400.00 per week will be provided by the employer. The maximum benefit period is twenty-six (26) weeks. Benefits for accident or illness will begin on the first (1st) day for an accident, the eighth (8th) day for illness.

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

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

ARTICLE XV
APPRENTICE TRAINING

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

ARTICLE XVI- SUCCESSORS CLAUSE

Section 1: This Agreement shall be binding upon the successors and the assignees of the parties hereto and no provision, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by any change in the regular status, ownership or management of either party herein.

ARTICLE XVII
WAIVER OF RECOURSE TO LEGAL REMEDIES

Section 1: In further consideration of the mutual promises contained herein, the parties hereto expressly agree that neither party shall bring or cause to be brought any court or other legal or administrative action against the other until the dispute, claim, grievance or complaint shall have been brought to the attention of the party against whom it shall be made and the said party, after actual notice of same, shall fail within a reasonable time to take steps to correct the cause or circumstances giving rise to such dispute, claim, grievance or complaint.

ARTICLE XVIII – SAFETY

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

Section 2: The parties agree that the Union shall be entitled to designate a qualified safety person on each project to voice Union concern over safety on the project.

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

employee to the operation provided he/she is first informed by the complainant, or the supervisor, or a Safety Committee member regarding the safety complaint.

ARTIVLE XIX – FUNERAL LEAVE

Section 1: Each and every eligible member of the bargaining unit shall be entitled to three (3) days of funeral leave computed at eight times his regular hourly rate, but funeral leave shall not be considered as time worked for the purpose of computing any premium overtime due by law or by contract provisions. This leave cannot be accrued from year to year and will be confirmed to the members of the immediate family consisting of the following:

Husband/Wife, Son/Daughter, Brother/Sister, Father/Mother, Grandfather/
Grandmother and Father-in-law/Mother-in-law and Grandchildren. (Children also include
Stepchildren)

The employer shall have the right to request verification of the death.

ARTICLE XX-NO STRIKE/NO LOCKOUT

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

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

ARTICLE XXI 401K

Section 1: The employer offers all employees the opportunity to enroll in the company sponsored 401(k) plan, where the employer matches up to 3% of the employee's contribution.

Section 2: Employees may elect a contribution level of their own choosing.

ARTICLE XXII ALCOHOLISM AND DRUG TESTING

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

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

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

is negative the employee shall be immediately reinstated and paid any lost wages and benefits. Refusal to be tested shall be grounds for termination.

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

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

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

ARTICLE XXIII- TERMINATION

ARTICLE XXIV — TERMINATION

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

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

Golden Eagle Asphalt Plants

United Steelworkers of America AFL-CIO-CLC

Thomas Conway, International President

John Shinn, Secretary/Treasurer

David McCall, Vice President (Administration)

Kevin Mapp, Vice President (Human Affairs)

Bernie Hall, Director, District 10

James P. Watt, Staff Representative

Bob Alderson President, Local Union 14693

Loran Smith, Local Union 14693-100 Committee

SCHEDULE "A"

Classification	Effective
	07/01/2026
Increase	0.35
Plant Operator	\$ 31.30
Plant Operator Trainee	\$ 29.30
Lab Tech 2	\$ 31.30
Lab Tech 1	\$ 29.64
Lab Tech Trainee	\$ 24.85
Operator	\$ 28.60
Truck Driver	\$ 25.85
Ground Person	\$ 24.85
Laborer	\$ 20.85
Welder/Mech	\$ 32.10
Grandfathered Status (see section 8 below)	\$ 31.04

1. Lead Person shall receive an additional \$ 1.00 per hour over and above their classification rate.
2. Labor job duties (shoveling, sweeping, mowing grass, weed whacking, mopping, windows, transporting with a pick-up truck)
3. Plant Operator Trainees may advance to Plant Loadout once they have become comfortable with the trainee's responsibilities and pass all state and company required testing. Current Plant Employees may be placed in the Plant Operator Trainees position at the employee's current wage if bidding on the position.
4. Plant Loadout may advance to the Plant Operator position once they have become comfortable with the Loadout responsibilities and pass all state and company required testing.
5. Lab Tech Trainees may advance to Lab Tech 1 once they have become comfortable with the trainees responsibilities and pass all state and company required testing. Current Plant Employees may be place in Lab Tech Trainee position at the employee's current wage if bidding on the position.
6. Lab Tech 1 employees may advance to the Lab Tech 2 position once they have become

comfortable with the Lab Tech 1 responsibilities and pass all state and company required testing.

7. All company testing mentioned above shall be written test developed solely by the employer. The “cutting score” for all test shall be the same for all employees.
8. The employer may disqualify an employee from a trainee’s position for failing the company and or state test. If such disqualification occurs, the Union and Company shall meet and decide where the effected employee will be moved to.
9. The following employees shall be “grandfathered” at the old Plant Employee wage scale until they move into a higher paying job class; Ray Simpson, Ken McCourt, and Mark Sherrick. These employees shall receive the same general wage increases as all other employees each year. No other employees shall move into the Plant Employee classification.

Boot Allowance: The Employer is agreeing to pay \$100 yearly boot allowance. Employees must purchase the boots and bring a copy of the receipt into the office to be reimbursed.

SCHEDULE B TO BE INSERTED HERE

Employee Benefits Open Enrollment Election Form--Asphalt Golden Eagle Construction--Effective 1/1/2026

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

Company Name

Social

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Street Address
Zip Code

City

State

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Date of Birth

Date Employed

Coverage for Dependents

		Circle: YES NO
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Required Dependent Information (if covering dependents)

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

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

Coverage	Medical-Q \$2500	Dental
Single	☐ \$129.55	☐ \$27.95
Employee and Spouse	☐ \$349.00	☐ \$55.18
Employee and Children	☐ \$311.69	☐ \$59.67
Family	☐ \$400.82	☐ \$93.23
Waive Coverage	☐ WAIVE MEDICAL COVERAGE	☐ WAIVE DENTAL COVERAGE

Authorization

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

Employee Signature

Date

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If you decline participation:

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

Employee Signature

Date

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SCHEDULE "C"

COMPANY CELLULAR PHONE POLICY

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

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

Purpose:

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

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

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

Procedures:

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

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

safely pull your vehicle/equipment off the road.

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

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

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

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

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

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

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

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

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

SCHEDULE “D” FLEET POLICY

Vehicle Fleet Purpose

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

Drivers Licensing

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

Driver Qualifications

Driver qualifications are as follows:

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

Review of Motor Vehicle Record

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

Personal Use

Company vehicles are provided primarily for business purposes; however, occasional personal use is permitted. Personal use is a privilege extended only to the authorized employee. The privilege of personal use may be withdrawn at any time by the company.

Rules Applying to Use of Company Vehicles:

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

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

Maintenance

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

Traffic Violations

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

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