

**AGREEMENT BETWEEN MEARS INSTALLATION, LLC  
AND UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING,  
ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL  
UNION (USW) ON BEHALF OF LOCAL 348**

This Agreement is made and entered into on this 15th day of November, 2021, by and between Mears Installation, LLC, hereinafter referred to as "the Employer", and United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (USW), on behalf of Local 348, hereinafter referred to as "the Union". The parties hereto, desirous of establishing a harmonious relationship between them, to encourage a close cooperation between the Employer's employees, to improve quality and quantity of output, and to provide for the safety and welfare of the employees, agree as follows:

**ARTICLE I - RECOGNITION AND SCOPE OF AGREEMENT**

1. The terms of this Agreement refer to pipeline distribution construction work. Except as assigned by the Employer, this Agreement does not cover the repair, service or maintenance work of its equipment, nor any resurfacing of roadways, sidewalks, driveways, curbs or similar appurtenances that may be involved in connection with pipeline distribution construction work.
2. "Pipeline distribution construction work" is defined as the construction, installation and reconditioning of gas distribution pipelines transporting gas within cities, towns, subdivisions, suburban areas or within legal easements secured by a utility for the purpose of containing piping, meters or any gas appurtenances which would be considered a part of the distribution system that is odorized inside the city gates.
3. The Employer recognizes the Union as the sole and exclusive bargaining agent for all Employees of the Employer for the purpose of collective bargaining with respect to rates of pay, wages, hours of work and other conditions of employment for the work scope of this Agreement.
4. "Employee" where used in this context, refers to all non-exempt hourly Employer's employees engaged in the gas distribution pipeline construction work performed by the Employee within Missouri, Kansas, and San Antonio, Texas, and excludes management, office and clerical employees, professional employees and guards, as defined under the National Labor Relations Act, as amended.
5. The Employer also recognizes the Union as the sole and exclusive bargaining agent for such non-exempt hourly foremen of the Employer as performing bargaining unit work. All other supervisors and management, including yard coordinator, that do not perform bargaining unit work shall be excluded from recognition. However, any general foremen may remain included in the Union, or choose to be excluded from the Union and considered company management. If a general foreman is removed from the general foreman position by management, they may return to the bargaining unit.

## **ARTICLE II- UNION SECURITY**

1. All employees, as a condition of continued employment, commencing on the ninetieth (90<sup>th</sup>) day following the beginning of their employment, are responsible for acquiring Union membership from the Union, and for the duration of their employment are responsible for remaining members in good standing of the Union. Within thirty (30) days of an employee completing the 90-day probation period, the Union may complete a new union member orientation. Such orientation must be scheduled at reasonable time in coordination with the Employer to minimize the disruption to the Employer's business.
2. In interpreting good standing, the Employer shall not discharge an employee for non-membership in the Union if:
  - A. it has reasonable grounds for belief that membership was not available to the employee on the same terms and conditions generally applicable to other members, or
  - B. membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership.

## **ARTICLE III - CHECK OFF OF UNION DUES**

1. Every employee covered by this Agreement must, for the life of this Agreement after the grace period described below, satisfy a financial obligation to the Union as the unit's exclusive bargaining representative. Under this Agreement, the financial obligation to the Union is an amount equivalent to monthly dues. This financial obligation is a condition of continued employment and is in consideration for the cost of representation and collective bargaining and is not contingent upon present or future membership in the Union.
2. The grace period for this Agreement is ninety (90) days following the beginning of employment, or by the ninetieth (90<sup>th</sup>) day following the effective date of this Agreement, whichever is later.
3. Neither the Union nor any of its officers, agents or members shall intimidate or coerce employees about membership or non-membership in the union.
4. The company agrees to deduct each month from the wages of the employees an amount equal to membership dues in the Union and remit such sums deducted to the International Secretary-Treasurer of the Union, provided, the Employees on whose account such deductions are to be paid shall have filed a written assignment for such deductions authorizing the Company to remit the amount so deducted to the International Secretary- Secretary of the Union. Such assignment by its terms must be revocable at any time.

## **ARTICLE IV - MANAGEMENT RIGHTS**

The Union recognizes that the Employer is responsible to perform the work required by the Owner. Therefore, the Employer has the complete authority and right to:

1. Plan, direct and control the operation of all its work.
2. Decide the number of employees required.
3. Hire and lay off employees as the Employer feels appropriate to meet work requirements and/or skills required. The Employer may hire employees who have special skills or have previous experience.
4. Transfer employees with special skills or qualifications and/or employees from jobs where forces are being reduced to jobs where forces are being increased without restriction or limitations.
5. Determine work methods and procedures.
6. Determine the need and number of foremen.
7. Require all employees to observe the Employer's and/or Owner's policies, procedures, rules and regulations.
8. Require all employees to execute all safety regulations and quality standards and procedures prescribed by the Employer and/or Owner and to work safely.
9. Be the sole judge of the competency of the employee.
10. Discharge, suspend or discipline employees for just cause.

## **ARTICLE V - NO STRIKE, NO LOCKOUT**

1. There shall be no suspension of work, picketing, slowdown or strike or any lockout during the term of this Agreement.
2. Neither the Union nor any of the employees covered by this Agreement will collectively, concertedly or individually induce, engage or participate directly or indirectly in any strike, picketing, slowdown, stoppage or other curtailment or interference with the Employer's operations, or interfere with the flow of material or persons in and out of places where the Employer is doing business including a strike, picketing, slowdown, stoppage, curtailment or interference established by another Union.
3. The Union, through its International Representatives and Local Union Officers, and the Employer, through its Home Office, will make a good faith effort to end within forty-eight (48) hours any violation of the Article V.

4. Any disputes and misunderstandings causing violations of the Article V, if not settled within forty-eight (48) hours, will be submitted to Step 3 of the Grievance Procedure covered by Article VI of the Agreement, provided however, either party to this Agreement shall not be required to resort to the grievance or arbitration procedures prior to seeking to enjoin a work stoppage or lockout in violation of the Article V. Any other claims for relief, including damages, are to be first submitted to the grievance and arbitration procedures as set forth in this paragraph and in Article VI.
5. The company agrees to not force union employees to cross picket lines of customers in states not covered by our agreement with USW.

#### **ARTICLE VI - GRIEVANCES AND GRIEVANCE PROCEDURE**

1. Should any difference or dispute arise between the Employer and employee or the Union on behalf of employee or employees as to the interpretation or application of the Agreement, such differences and/or disputes shall in all cases be taken up in the following manner in an effort to obtain a fair and satisfactory settlement. If the Grievance Procedure in Article VI is not followed by the employee, Steward, and/or Union, such grievance is waived, unless both Parties agree in writing to modify the Grievance Procedure.
  - A. **First Step.** The employee and his/her Steward shall take the matter up with his immediate supervisor. To do so, the grievance must be filed in writing and contain the date of the alleged infraction, the section of the labor contract allegedly violated and the names of all employees involved in the grievance. In the event of a job classification or Employer wide grievance, all names of employees are not necessary. Such grievance must be filed within five (5) working days of the occurrence.
  - B. **Second Step.** If not settled, the Local Union shall be called in by the employee and his/her Steward to discuss the grievance with the Employer within ten (10) working days from the date of the written grievance in an effort to reach a satisfactory settlement.
  - C. **Third Step.** If not settled, the International Union shall be called in by the Local Union to discuss the grievance with the Operations Manager or above within fifteen (15) working days from the date of the Second Step meeting. At least three (3) business days prior to this third step meeting, the union must provide a written explanation of the grievance which shall include the date of the alleged infraction, the precise section(s) of the labor contract allegedly violated, and a detailed explanation of the alleged violation.
  - D. **Fourth Step.** If not settled, the grievance shall be arbitrated by a single impartial arbitrator if, within fifteen (15) working days from the conclusion of the Third Step meeting, the party wishing to arbitrate serves written notice of such desire upon the other party.
2. Within ten (10) working days of such written notice, representatives of the Employer and the Union shall meet to attempt to agree upon an arbitrator. If these representatives are unable to agree upon an arbitrator within five (5) working days, then the Federal Mediation and Conciliation Service shall be requested to submit a list of seven (7) arbitrators to the parties. The arbitration shall take place in a mutually agreed upon location. If the parties cannot agree upon a location, a neutral location shall be selected by the arbitrator.

3. With respect to the Federal Mediation and Conciliation list that is furnished, each party shall alternately strike the suggested arbitrators from the list and the remaining arbitrator shall be designated as the arbitrator. The parties will alternate which one strikes the first name. Each party may request a second panel from the FMCS. Each request for a second panel must be made no later than thirty (30) calendar days from the receipt of the previous panel. Both parties will work together as expeditiously as practical to bring the matter to arbitration.
4. The arbitrator shall have no power to add to, take from or modify any terms of this Agreement or any agreement supplemental thereto. If the arbitrator award does include back pay, the amounts awarded shall be less any unemployment compensation received or compensation which the employee would have earned had he not been suspended or discharged.
5. Each party shall bear its own expense with respect to the preparation and presentation of the matter to the arbitrator, and both parties shall bear equally the expense of the arbitration proper, including the fee, if any, of the impartial arbitrator.
6. In the event that the Union does not, within the time limits of each step, refer the grievance to the next higher step, the grievance shall be deemed to have been waived, unless otherwise mutually agreed to extend this period.
7. The parties agree that grievance meetings shall be scheduled at times during normal business hours that least affect the Employer's operational requirements.

#### **ARTICLE VII -SENIORITY**

1. All newly hired employees shall be on probation for the first ninety (90) calendar days of cumulative employment and there shall be no responsibility for the re-employment of probationary employees if they are laid off or discharged or otherwise terminated during their probationary period. No action by the Employer in regard to such probationary employees will be made the subject of a grievance or any other action by the employees or the Union. This is irrespective of whether that employee has obtained Union membership in the ninety (90) day time period.
2. Seniority for all employees shall be classification based and shall date from the completion of ninety (90) calendar days of employment.
3. Seniority will govern for purposes of lay off and recall within job classifications to the extent set forth herein. Due to the intermittent nature of the work and geographical locations of the work, the following principles shall apply with respect to seniority.
  - A. In recall of employees to work following winter lay off, the Employer need not follow seniority in recall, other than on the crew previously worked upon by the employee provided the more senior employees in that classification are recalled within thirty (30) days on the recall of the junior employee.
  - B. In the event of a permanent layoff, Employer will first displace the lowest seniority employees within the affected job description by region. If it has been ninety (90) days or less since layoff, laid off employees will be recalled from layoff by seniority within the job description and by region. Regions are defined as San Antonio, Joplin and Kansas City.

4. The Employer may transfer employees from one classification to another for temporary periods due to project need. If there is a need to transfer employees between regions, the employees will be transferred by seniority, qualifications and region.
5. A seniority list, by job classification, shall be sent to the Local Union Steward by the Employer. The seniority list shall be sent to the Local Union Steward at the beginning of the construction period following winter lay off and revised quarterly thereafter. Any exception to the list must be brought to the attention of the Employer within three (3) working days of such posting, otherwise, the seniority remains as posted until the next posting period.
6. The Union recognizes the necessity of the Employer having to employ qualified individuals for its projects. When an opening is available to a higher classification, except as noted below, the Employer shall provide such notification to the Local Union Steward advising the employees of:
  - A. Location of the job.
  - B. Duration of the job.
  - C. Any special requirements such as certifications or requirements to pass tests.

Any employee working at the project, in the same State, shall then have a right to bid for this job within two (2) working days of posting. Before hiring from the outside, the

Employer will determine whether it can make a selection from those bidding, based upon the following:

- A. Performance and ability to do the job.
- B. Availability to do the job.
- C. Physical fitness to do the job.

When these factors are equal, the bidding employee with the greatest seniority will be given an opportunity to perform the work, provided the employee has, in the judgment of the Employer, the ability to do the work. If there are no qualified employees bidding for the position, the Employer may hire from outside the bargaining unit. Particularly in the case involving operation of construction equipment, the Employer reserves the right to insist upon a review of the employees' ability to perform the work from a review of the employees' performance prior to any selection. In any classification where certification or licensing is required, such as welding, the employee must possess the required certification or license to bid for the position. The Employer is not required to select personnel from the bargaining unit with any reference to seniority or job posting. All selection of foremen and general foremen shall be at the Employer's discretion.

7. An employee shall lose seniority for any of the following:
  - A. Discharge for cause.
  - B. Quitting.
  - C. Absence from work for two (2) days without notification to his foreman and having no reasonable excuse for his absence.
  - D. Failure to report to work at the expiration of a leave of absence.

- E. A lay off of six (6) months or more.
  - F. Failure to return from lay off within three (3) working days after notification is sent to the employees' last known address.
  - G. Accepting other employment while on leave of absence.
8. Employees while on company approved union business will not lose seniority.

#### **ARTICLE VIII - HOURS OF WORK, OVERTIME AND HOLIDAY PAY**

1. The normal work week shall be forty (40) hours.
2. The Employer shall have the option of scheduling the work week on an eight (8) hour or a ten (10) hour daily basis.
3. Should an employee not work on a regularly scheduled work day or days due to the shut down, weather or other reason involving the project, the Employer may schedule the remaining day or days as make up. On weather days, foremen are permitted to do yard/field work under the Employer's supervision for up to forty (40) hours during the one-year term of this Agreement. If additional weather-day yard/field work beyond the 40-hours is made available, such work will be distributed to foremen at the Employer's discretion, not necessarily based on seniority.
4. All hours worked by employees in excess of forty (40) hours per week or on Sundays shall be at the rate of time and one-half the straight time rate.
5. If work is performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day, it shall be paid at double the straight time rate. If one of the holidays falls on a Sunday, it shall be observed on a Monday. Accordingly, if such an event occurs, work performed on Sunday shall be paid for at the regular time (time and one-half) for that day; work performed on Monday will be paid at double the straight time rate. If no work is performed on Monday, no pay unless it is a "paid holiday". If no work is performed, the following holidays are considered "paid holidays" and will be paid the straight time rate for eight (8) hours: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. The eight (8) hours of such holiday pay are not included when determining whether an employee worked in excess of forty (40) hours per week.
6. **Bereavement Leave**: Each employee is allowed up to three (3) consecutive days off from regularly scheduled duty with regular pay in the event of a death in the employee's immediate family. An employee's immediate family is limited to the employee's spouse, domestic partner, sons, stepsons, daughters, stepdaughters, mother, father, step-parent, grandparents, grandchildren, brothers, sisters, mother-in-law, and father-in-law. An employee who wishes to take time off due to such a death shall notify his or her supervisor immediately. Bereavement pay is calculated based on the base pay rate at the time of absence, and it will not include any special forms of compensation, such as vacation fund, pension fund, overtime or shift differentials. To be eligible for paid bereavement leave, the employee generally must attend the funeral of the deceased relative.

## **ARTICLE IX - OTHER CONTRACTS**

The Employer shall not be required to pay higher wages nor be subject to less favorable working rules than those established or negotiated by the Union with any other Employer engaged in work covered by this Agreement in the same locality where the employees are working.

## **ARTICLE X - WORKING FOREMEN**

The selection, determination and designation of foremen is the sole responsibility of the Employer. Any foremen performing bargaining unit work shall come under the terms of this Agreement.

## **ARTICLE XI - WAGES**

The wages to be paid the employees shall be at the classification and rates set forth in Appendix A.

## **ARTICLE XII - VACATION**

Employees shall be given actual vacation time as set forth in Appendix B.

## **ARTICLE XIII - UNION STEWARDS**

A Steward shall be a working employee selected by the Union. The Steward shall perform the same amount of work as any other employee that is working. The Steward shall be allowed a reasonable amount of time during working hours to deal with Union matters, which cannot be dealt with at other times, but he shall not abuse this privilege.

A Steward and/or Union officers shall, for the exclusive purpose of indefinite layoff, be considered as having highest seniority in their respective job classification and region; their employment shall be continued so long as they meet the qualification requirements of the available work that remains; they shall resume their actual seniority standing within the bargaining unit upon the expiration of their term in office.

## **ARTICLE XIV - PENSION AND HEALTH AND WELFARE**

The Employer agrees to make separate contributions to a health and welfare plan and pension plan as set forth in Appendix C and Appendix D. The Employer also agrees to offer short-term and long-term disability insurance coverage as set forth in Appendix E.



## **ARTICLE XV - REPORTING PAY**

Any employee, after being hired and ordered to report for work at the regular starting time and for whom no work is provided on the day that he/she has so reported, shall receive two (2) hours pay if not notified by the Employer or crew Foreman one (1) hour before or one and one half (1 ½) hours before if over 60 miles from Employee's job site. This shall not apply if the Employee does not provide Employer with a correct telephone number, in writing, at which he/she can be reached prior to the start of shift. All employees that report to their designated job site or are expecting to be paid reporting pay, will be required as part of their two (2) hour show-up time to wait on their job site for two (2) hours for weather to clear or wait to be released after their two (2) hour wait time.

## **ARTICLE XVI - UNION ACTIVITY**

1. The Employer will furnish a bulletin board for the use by the Union for posting bulletins concerning legal and proper Union activity. Such board will be separate from the Employer's bulletin boards.
2. Authorized representatives of the Union shall be permitted to visit the projects covered under this Agreement during work hours provided there is not interference or interruption with production.
3. The Employer shall furnish the Union, on a quarterly basis, a list of all employees showing their hiring dates. This list will be provided to the Union within five (5) business days of the Union's written request.

## **ARTICLE XVII - SAFETY AND HEALTH**

1. The Employer and the Union mutually agree that the employee's safety and safe working conditions have the highest priority. Both will work to accomplish the employees' safety at the highest level. Any employee concerns regarding the safety of another employee or the safe condition of any equipment and machinery may be discussed with the Union Steward and/or the Employer.
2. In the interest of safety of individuals and fellow employees, any applicant for employment or present employee may be required by the Employer to undergo a medical examination by a physician of the Employer's selection. The Employer has a right to lay off temporarily or, if the situation warrants, terminate any employee found by medical examination to be unable to perform his/her job duties or to suffer from any physical or mental condition which may make continued employment hazardous to the employee, the public or the employee's fellow workers.
3. The Employer has a Substance Abuse and Alcohol Misuse Policy which is incorporated by reference into this Agreement. Each Employee must sign an Acknowledgement and Agreement of this Policy.
  - A. **ADDITIONAL REQUIREMENTS.** In the event that State or Federal laws provide additional requirements for drugs, alcohol, or drug/alcohol testing, those requirements shall be incorporated into this policy. In the event a project owner or agent requires testing in addition to the terms of this policy, such testing will be incorporated into this policy for the particular project involved.

## **ARTICLE XVIII - LEGALITY**

- 1 . In the event any provision of this Agreement shall at any time be declared invalid in any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, and all other provisions shall remain in full force and effect.
2. This Agreement is complete in writing. No agreement modifying, changing or adding to or subtracting from this Agreement shall become effective unless put into writing and signed by the Union and the Employer.

## **ARTICLE XIX - PERIOD OF AGREEMENT AND TERMINATION**

This Agreement shall be effective as of the 15th day of November, 2021 and remain in effect until the 14th day of November, 2024, and shall continue in effect from year to year thereafter, unless either party notifies the other party in writing of its intention to amend, modify or terminate the Agreement at least sixty (60) days prior to its expiration.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives the year and date first above written.

**UNITED STEEL, PAPER AND FORESTRY,  
RUBBER MANUFACTURING, ENERGY,  
ALLIED INDUSTRIAL AND SERVICE  
WORKERS INTERNATIONAL UNION (USW)  
LOCAL 348**

BY: \_\_\_\_\_  
LEO W. GERARD, PRESIDENT

BY: \_\_\_\_\_  
STANLEY W. JOHNSON,  
SECRETARY-TREASURER

BY: \_\_\_\_\_  
THOMAS CONWAY  
VICE PRESIDENT OF ADMINISTRATION

BY: \_\_\_\_\_  
FRED REDMOND  
VICE PRESIDENT OF HUMAN AFFAIRS

BY: \_\_\_\_\_  
EMIL RAMIREZ  
DISTRICT 11 DIRECTOR

BY: \_\_\_\_\_  
GREG TATE  
INTERNATIONAL REPRESENTATIVE

BY: \_\_\_\_\_  
ARTURO LONGORIA  
COMMITTEEMAN

BY: \_\_\_\_\_  
DERRICK BEAN  
CHAIRMAN

**MEARS INSTALLATION, LLC**

BY: \_\_\_\_\_

## APPENDIX A

### JOB DESCRIPTIONS

The following job descriptions are established for this Agreement. Employer will have the final decision on those who are qualified:

UNSKILLED LABORER	General construction (this classification includes concrete laborer, traffic control laborer, and sewer camera technician I)
B FITTER/FUSER	Pipe fitter; pipe fuser for plastic pipe; joining of mechanical joints; truck driver; general construction
A FITTER/FUSER	Pipe fitter; pipe fuser for plastic pipe; joining of mechanical joints; truck driver; general construction, Minimum 1 year of experience in trade. This classification includes sewer camera technician II (sewer camera foreman).
PLUMBER	Pipe fitter; pipe fuser for plastic pipe; joining of mechanical joints; truck driver; general construction; certified on re-lights and do pipe outs. This classification includes lead sewer camera technician III.
DIRECTIONAL DRILL OPERATOR	Can operate 24/40, 7/11 or other similar directional drills
Class A CDL License	Employer will pay \$1.00 per hour for each Employee with a Class A CDL license if the Employee is required to maintain a Class A CDL for their job.
PPE Reimbursement	Once per year only, Employees are permitted to submit for reimbursement all receipts dated within the one-year of each year of the term of this Agreement for out-of-pocket expenses related to the purchase of PPE (including steel-toed boots) and work uniforms up to One Hundred Fifty Dollars (\$150.00). Employer will provide the following PPE: hard hat, safety vest, safety gloves, safety glasses, and any other task-specific PPE, as determined by Employer.

## APPENDIX A (CONTINUED)

A OPERATOR	Can operate with efficiency and accuracy all types of construction equipment, including boom, trackhoe, trench machines and all equipment that can be operated by a <i>class</i> B operator; truck driver, general construction. This classification includes lead sewer camera technician IV and full-time truck drivers in San Antonio, TX with a Class A CDL license.
B OPERATOR	Can operate with efficiency and accuracy trench machines, small equipment, end loaders; truck driver; general construction. This classification includes concrete finisher and full-time truck drivers in KS/MO with a Class A CDL license.
A WELDER	Certified by all utility companies the Employer is working for in the welders usual working area; truck driver; general construction
B WELDER	Certified by the utility company pursuant to code to perform metal pipe welding; truck driver; general construction
B FOREMAN	Individual in charge of crew
A FOREMAN	Individual in charge of five (5) plus man crew (this classification includes a concrete foreman). Must be able to organize and supervise all types of specialty projects including joint trench, cast iron replacement, poly projects larger than 6" diameter, steel projects larger than 8" diameter. Must be willing to travel where needed for the Employer on these specialty projects and the Employer will have the decision on those who are qualified for the position.
GENERAL FOREMAN	Individual in charge of multiple crews. Must be able to organize and supervise all types of specialty projects including joint trench, cast iron replacement, poly projects larger than 6" diameter, steel projects larger than 8" diameter. Must be willing to travel where needed for the Employer on these specialty projects and the Employer will have the decision on those who are qualified for the position.
WORK COORDINATOR	Acquires, prepares, and distributes projects for company field work.

**APPENDIX A (CONTINUED)**

**WAGE RATES FOR KANSAS & MISSOURI**

	YEAR 1		YEAR 2		YEAR 3	
Kansas and Missouri	Probationary	Post-Probation	Probationary	Post-Probation	Probationary	Post-Probation
Unskilled Laborer	\$16.77	\$19.77	\$17.28	\$20.36	\$17.79	\$20.97
B Fitter/Fuser	\$19.72	\$22.73	\$20.32	\$23.42	\$20.93	\$24.12
A Fitter/Fuser	\$20.49	\$23.60	\$21.10	\$24.31	\$21.73	\$25.03
Plumber	\$22.78	\$25.73	\$23.46	\$26.50	\$24.17	\$27.30
B Operator/Directional Drill Operator	\$25.78	\$27.71	\$26.55	\$28.54	\$27.35	\$29.40
A Operator	\$27.74	\$28.75	\$28.57	\$29.62	\$29.43	\$30.50
B Welder	\$29.67	\$30.37	\$30.56	\$31.28	\$31.48	\$32.21
A Welder	\$30.56	\$31.22	\$31.48	\$32.15	\$32.42	\$33.12
B Foreman	\$28.30	\$29.74	\$29.15	\$30.63	\$30.02	\$31.55
A Foreman	\$29.43	\$30.88	\$30.32	\$31.80	\$31.23	\$32.76
General Foreman	\$31.71	\$33.15	\$32.66	\$34.14	\$33.64	\$35.17
Work Coordinator	\$25.78	\$27.71	\$26.55	\$28.54	\$27.35	\$29.40

**WAGE RATES FOR SAN ANTONIO, TEXAS**

	YEAR 1		YEAR 2		YEAR 3	
San Antonio, Texas	Probationary	Post-Probation	Probationary	Post-Probation	Probationary	Post-Probation
Unskilled Laborer		\$14.08		\$14.50		\$14.94
B Fitter/Fuser		\$17.15		\$17.67		\$18.20
A Fitter/Fuser		\$17.81		\$18.34		\$18.89
B Operator/Direction Drill Operator		\$19.43		\$20.01		\$20.61
A Operator		\$20.94		\$21.57		\$22.21
B Foreman	\$24.88	\$26.29	\$25.62	\$27.07	\$26.39	\$27.89
A Foreman	\$26.01	\$27.42	\$26.79	\$28.24	\$27.60	\$29.09
General Foreman	\$28.29	\$29.69	\$29.13	\$30.58	\$30.01	\$31.50
Work Coordinator		\$19.43		\$20.01		\$20.61

Until obtaining a satisfactory level of performing pipe fusing and pipe fitting techniques, the probationary wage level applies. Individuals with prior experience may be hired in at rates above probationary levels at rates set by Employer.

## APPENDIX B

### VACATION TIME PER ARTICLE XII

Eighty (80) hours of paid vacation time after one (1) year of continuous employment.

One-Hundred-Twenty (120) hours of paid vacation after five (5) years of continuous employment.

One-Hundred-Sixty (160) hours of paid vacation after ten (10) years of continuous employment.

The scheduling of vacation time must be coordinated with, and approved by, Employer to minimize disruption to Employer's work and Employee's fellow crew members. All current employees are grandfathered according to their current amount of continuous employment time with the Company. All vacation time will be given to the employee on January 1<sup>st</sup>. For employees in the San Antonio region that received vacation time on March 15, 2021, such vacation time must be used on or before December 31, 2021; such vacation time does not carry over into 2022. Only between December 1<sup>st</sup> and December 10<sup>th</sup>, an employee may request that unused vacation time be converted to pay in lieu of paid time off. If such request is timely, payments will be made during next regularly scheduled full payroll cycle. If such request is not made between December 1<sup>st</sup> and 10<sup>th</sup>, then no payments will be made in lieu of paid time off.

Employees are immediately eligible to use vacation time after the employee has reached 1, 5, or 10-years of continuous employment. If an employee's anniversary date is not January 1, they will receive a pro-rated amount of vacation time to use for the remainder of the calendar year. See example below.

Unless required by applicable law, unused vacation time will NOT be carried over to the next year of the Agreement and will NOT be paid out at the time of Employee's termination or at any other time, except as specifically set forth above. If required by applicable law, Employer will apply the applicable law's minimum requirements.

Each calendar year and without the Employer's pre-approval, an employee may use up to four (4) eight-hour blocks of their vacation time for emergency use, such as being sick or a family emergency. Employees must notify the Employer of such emergency use of their vacation time as soon as the need arises and no later than two (2) hours before the start of the Employee's shift. The emergency use of vacation time is only allowed in eight-hour increments.

**Vacation Time Example:** Employee is hired on September 1, 2019 and is eligible for vacation time on September 1, 2020. The employee will receive 26.67 hours of pro-rated vacation for the last 4 months of 2020 (80 hours divided by 12 months is 6.67 hours per month; 6.67 monthly hours x 4 months is 26.67 total hours). On January 1, 2021, the employee will be eligible to use the full 80 hours in the calendar year 2021 and each year thereafter until they reach their 5-year anniversary.

The same employee will then get an increase to 120 annual hours (an additional 3.33 hours per month) at their 5-year anniversary. On September 1, 2024, in addition to the 80 hours already available as of January 1, 2024, the employee would be eligible to use another 13.33 hours of vacation time for the last four months of 2024 (120 hours divided by 12 months is 10 hours per month; 10 monthly hours – 6.67 monthly hours is 3.33 hours; 3.33 hours x 4 months is 13.33 total hours) for a total of 93.33 hours in 2024. On January 1, 2025, the employee will be eligible to use the full 120 hours for the calendar year 2025 and each subsequent calendar year until the employee reaches 10 years of continuous employment.



## APPENDIX C

### HEALTH AND WELFARE

The Employer will contribute eighty five percent (85%) of the premium (on a pre-tax basis if possible) for employee only, employee plus one and employee/family coverage for a Health and Welfare Plan for employees covered under the terms of this Agreement.

Current Medical, Dental and Vision Plans will remain unchanged from November 15, 2021 until November 14, 2024, which include the following levels of benefits:

Maximum Deductible	In-network deductible \$0
Out-of-network deductible	\$400/\$800
Co-Insurance Level	In-network 90% with \$500 out of pocket per individual, \$1,500 out of pocket per family  Out-of-network 70% with \$3,500 out of pocket per individual, \$7,000 out of pocket per family
Maximum Benefit	Unlimited in network, \$500,000 out of network
Supplemental Accident Expense	\$300 per occurrence
Prescription Drugs	Covered
Life Insurance	\$15,000 term life coverage
Chemical Dependency	90% in network, 70% after deductible out of network
Dependent Eligibility	The employee's dependent children who are receiving more than 50% of their support and maintenance from the employee. These dependents are covered from birth to age 26.
Conversion	Yes

## APPENDIX C (CONTINUED)

### DENTAL

Maximum Deductible	\$50 deductible per individual \$150 deductible per family
Co-Insurance Level	Preventative 100% to maximum Basic Services 80% to maximum Major Services 50% to maximum
Maximum Benefit	\$1,500
Orthodontic Expense	50% to maximum

### IMPORTANT NOTE

All benefits are subject to all provisions, exclusions and limitations contained in the Plan document as ultimately selected and this summary Plan description.

## APPENDIX D

### PENSION PLAN

Employees shall be eligible for contributions into a Pension Plan or purchase money trust after one (1) year of employment.

The Employer shall contribute the following sums into a pension fund for eligible employees:

November 15, 2021  
through November 14,  
2022

\$1.20 per hour worked by the  
employee

November 15, 2022  
through November 14,  
2024

\$1.30 per hour worked by the employee

It is the intent of the parties to seek out, apply for and obtain 401(k) status for the pension monies and thereafter the employee will be eligible to contribute pre-tax income into the fund.

The Employer will match 50% of the first 8% of employee contributions into a 401(k) plan for all job descriptions under this Agreement after one (1) year of employment, except for Foreman class.

The Employer will match 50% of the first 10% of employee contributions into a 401(k) plan for Foreman class employees with no waiting period.

## **APPENDIX E**

### **SHORT TERM AND LONG TERM DISABILITY**

Employer shall offer a voluntary short-term and long-term disability plan to its employees, who shall become eligible to participate in such a plan after six (6) months of employment with Employer.

The Employer shall pay fifty percent (50%) of the premium required for such a plan on behalf of each employee who participates in the plan during the time period that this Agreement remains in effect.