

AGREEMENT

Between

Savage Harrington Energy Services, Ltd., LLP.

And

Savage Tolk Energy Services, Ltd. LLP.

And

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION NO. 602

NOVEMBER 1, 2021---OCTOBER 31, 2024

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First Clause

This agreement, initially entered into November 1, 2021 between Savage - Harrington Energy Services, Inc. and Savage - Tolk Energy Services, Inc., hereinafter called the "Company" and Local Union 602 of the International Brotherhood of Electrical Workers hereinafter called the "Union."

BASIC PRINCIPALS

The Company and the Union have a common and sympathetic interest in the Electrical Industry. Therefore, a working system and harmonious relations are necessary to improve the relationship between the Company, the Union, and the Public. Progress in the industry demands a mutuality of confidence between the Company and the Union. All will benefit by continuous peace and by adjusting any differences by rational common sense methods. Now, therefore, in consideration of the mutual promises and agreement herein contained, the parties hereto agree to as follows:

ARTICLE I EFFECTIVE DATE· TERMINATION -- AMENDMENTS

Section 1 (A): This Agreement shall bind the successor, to the fullest extent permitted by law, of the Company (Harrington Facility and/or Tolk Facility) by merger, consolidation, sale, conveyance, transfer, lease, assignment or through any other business transaction to the provisions and territory covered by this Agreement. In addition, the Company agrees that it will provide to any prospective purchaser a copy of this Agreement; will provide them with a list of all current Team Members; attempt to secure an enforceable agreement of the successor to assume the Employer's obligations under this Agreement; and will notify the Union of the sale as soon as possible but in no event later than thirty days (if practicable) prior to the actual takeover by another business organization.

Section 1 (B): This agreement shall be effective November 1, 2021, and shall remain in effect. The agreement shall be effective from November 1, 2021 through October 31, 2024. The agreement shall be for three (3) years. It shall continue in effect from year to year thereafter unless changed or terminated in any way provided therein.

Section 2. Either party desiring to change or terminate this Agreement must notify the other in writing at least sixty (60) days prior to October 31, 2024, or sixty (60) days prior to November 1st of any year thereafter. Whenever notice is given for changes, the nature of the changes desired must be specified in the notice.

Section 3. This agreement shall be subject to amendment at any time by mutual consent of the parties hereto. Such amendments shall be reduced in writing, state the effective date of the amendment, be executed in the same manner as in this Agreement, and be approved by the International Office of the Union.

Section 4. During the term of this Agreement, there shall be no stoppage of work either by strike or lockout. All grievances and disputes shall be adjusted as stated herein.

Section 5. In the event that the parties hereto are unable to agree on changes duly proposed in accordance with Section 2 of the Article, within the sixty (60) day period, then and in such event the proposed changes shall be adjusted by arbitration as hereinafter provided.

ARTICLE II GRIEVANCES -- ARBITRATION

Section 1. There shall be a Joint Conference Committee in the bargaining unit consisting of three (3) representatives of the Company and three (3) representatives of the Local Union having jurisdiction, one (1) of whom shall be the Business Manager of the Local Union. This Committee shall meet at such stated times as it may decide and shall also meet within forty-eight (48) hours after notice is given by either of the parties thereto. The Committee shall select its own Chairman and Secretary.

Section 2. (a). Any question or controversy arising between the Company and the Local Union shall first be referred for adjustment to the Steward and/or the Business Manager of the Local Union and the immediate supervisor and/or the Operations Manager involved.

(b). In the event the parties referred to above are unable to settle or adjust the question or controversy within forty-eight (48) hours, then the matter shall be referred to the Joint Conference Committee as provided for in Section 1 of the Article.

(c). In the event the Joint Conference Committee is unable to settle the question or controversy within three (3) days after the parties referred to herein have met and failed to obtain a settlement of the matter, it shall be referred to arbitration. The Board of Arbitration shall consist of one (1) representative appointed by the Local Union, the President of the Company, or his authorized representative, and a third party selected or appointed by the Federal Mediation and Conciliation Service. An International Representative of the IBEW may be present at this step of the grievance procedure, only to assist the Local Union.

(d). The Board of Arbitration shall hear and determine all disputes presented to it within a period of ten (10) days from the date any matter is first referred to it, unless an extension of time is mutually agreed upon between the President of the Company and the authorized representative of the Local Union. The decision of the Board of Arbitration shall be final and binding upon the parties hereto.

The Board of Arbitration shall have no authority to change any provisions of this Agreement, except as provided for in Article I.

Each party shall bear the expense of preparing and presenting its own case and the expense of its own arbitrator. The expense of the third arbitrator and incidental expenses of arbitration shall be borne equally by the parties hereto.

Section 3. In the event Team Members of the Company are required to appear before the Board of Arbitrators to assist in the adjustment of any dispute or controversy, they shall be excused from their regular duties without loss of straight-time pay. The number of Team Members called for such hearings at any time shall not be such as to disrupt the service and none shall be called until reasonable notice has been given to the Operations Manager.

ARTICLE III COMPANY RIGHTS -- UNION RIGHTS

Section 1. Local Union 602 of the International Brotherhood of Electrical Workers is recognized as the sole exclusive bargaining agency for all production and maintenance Team Members of the Company but excluding all managers, part-time Team Members, office and clerical Team Members, watchmen, and guards, professional Team Members and all supervisory Team Members with authority to hire, promote, discharge, discipline, or otherwise effect changes in the status of Team Members or effectively recommend such action.

Section 2. All new Team Members shall be considered as probationary Team Members until they have been employed for a period of ninety (90) days, and such Team Members shall be employed on an hourly rate of pay based on the scale of wages as authorized in this Agreement. After new Team Members have been employed for ninety (90) days, they shall become regular Team Members and shall be paid on the scale of wages as authorized in this Agreement.

Section 3. (A) The Union recognizes that the management of the Company and authority to direct the work forces, including the right to hire, suspend or discharge for just cause, promote and transfer as outlined herein, demote for just cause, are vested in and reserved to the Company subject only to the limitations as may be imposed by the Agreement.

(8) The Company recognizes the right of the Union to appoint a Steward or assistant where workmen are employed under the terms and conditions of this Agreement. The Steward or his assistant will not be discriminated against because of his faithful performance of his/her duties as Steward. At the request of the Union Business Manager and prior Company approval, the Union Steward shall be excused from his regular duties without loss of straight-time pay for Union business.

Section 4. The Union and the Company agree that upon receipt of authorization from Team Members of the Company, who are members of Local Union No. 602 of the International Brotherhood of Electrical Workers, the Company shall deduct from the

wages of such Team Members dues and assessments in the amounts fixed in accordance with the By-Laws of the Local Union No. 602 and the Constitution of the International Brotherhood of Electrical Workers.

The deductions will be made from the first paycheck of each month for the current month and the same be paid to the Financial Secretary of the Local Union No. 602 of the International Brotherhood of Electrical Workers on or before the fifth (5th) day of the following month.

The Authorization for deduction shall comply with both State and Federal laws and shall be in the following form:

**"UNION DUES DEDUCTION
AUTHORIZATION" TO: SAVAGE
ENERGY SERVICES
(HARRINGTON STATION-TOLK STATION DIVISION)**

"I hereby authorize and direct Savage Energy Services to deduct from my pay, an amount equal to the dues and initiation fees in the amounts fixed in accordance with the By- laws of Local Union No. 602 and the Constitution of the International Brotherhood of Electrical Workers and to pay same to said Local Union in accordance with the terms of the bargaining agreement between the employer and the Union."

"This authorization is voluntarily made in order to pay my fair share of the Union's cost of representing me for the purpose of collective bargaining, and this authorization is not conditioned on my present or future membership in the Union."

"This authorization shall be irrevocable for a period of one year from the date hereof or until the termination date of said agreement, whichever occurs sooner, without regard to whether I am a member of the Union during that period, and I agree that this authorization shall be automatically renewed and irrevocable for successive period of one (1) year unless revoked by written notice to you and the Union ten (10) days prior to the anniversary of this authorization. The payments covered by this authorization are not deductible as charitable contributions for federal income purposes."

Name

Signature

Date

Department

The Union agrees to indemnify and save harmless the Company against any and all claims, demands, suits, and other forms of liability that may or shall arise out of or by reason of action taken or not taken by the Company in reliance upon authorization submitted to the Company.

**ARTICLE IV
GENERAL WORKING RULES AND CONDITIONS OF
EMPLOYMENT FOR DEPARTMENTS COVERED BY
THIS AGREEMENT**

Section 1. (A) This section is intended only to define the normal hours of work and shall not be construed as a guarantee of hours work per day, per week, or as a guarantee of days of work per week or per month, except as provided in this agreement.

(8) Maintenance Team Members

(1) The regularly scheduled hours of work shall be forty (40) hours within a one-week period, using schedules that provide a balance between Maintenance Team Members and overall customer needs. A typical shift would be working an 8-hour shift working five days per week, Monday through Friday 6:00AM. to 2:00P.M. (See Letter of Agreement regarding 4/10-hour Day Work Week)

(2) Within the regularly scheduled shift is included one (1) hour time for a paid lunch and break that will be scheduled, balancing Team Member and operational customer needs. When such situations arise that require a Team Member to miss part or all of his/her allotted lunch and break time, such time shall be paid, if approved in advance and indicated on his time card.

(3) Where conditions warrant, the Company may require alternate work schedules, or a workweek in excess of forty (40) hours per week and/or a workday beyond a regularly scheduled shift.

(4) After working a regularly scheduled shift, if a Team Member is requested to work additional hours and is exhausted, he/she can request to go home and will be allowed to **do so**.

(5) Team Members will be given seven (7) days' notice prior to any schedule change except in case of emergency or at the request of a Team Member, or by mutual agreement between the Company and the TeamMember.

(C) The payroll week for computation of pay shall commence at six (6) o'clock a. m. Sunday and terminate at six (6) o'clock a. m. the following Sunday. The schedule workdays for a shift shall be consecutive within a period of seven (7) calendar days, but not necessarily consecutive within the payroll week. Days off will be consecutive.

(D) Operations Team - The current regularly scheduled hours of work shall be in line with the shifts as noted below, or as mutually agreed:

Day Shift:	6:00 a.m. to 6:00 p.m.
Night Shift:	6:00p.m. to 6:00a.m.

(E) Each Team will rotate on a monthly basis. On day shift, work will be scheduled as four (4) consecutive days worked with four (4) consecutive days off. On night shift, work will be scheduled as four (4) consecutive days worked with four (4) consecutive days off.

(F) Where conditions warrant, the Company may schedule a workweek in excess of forty (40) hours per week and/or a workday in excess of twelve (12) hours per day.

(G) Within the twelve (12) hour shift is included one and one-half (1-1/2) hours' time for a paid lunch, break and cleanup time that will be scheduled, balancing Team Member and operational customer needs. A Team Member may be required to take his/her lunch period early or late depending upon the business conditions. In situations where a Team Member misses all or part of his/her allotted break time, such time shall be paid if approved in advance and indicated on his/her time card.

Section 2. Vacation Priority Determination:

(1) Prior to May 1, of each year, Team Member's vacations that are taken before May 1st. will be on a first come, first serve basis.

As of May 1st, vacations selected for the remainder of the year that have been selected as of May 1st shall be granted by seniority. In the event a Team Member is requested to change his/her vacation, he/she may select another vacation and be governed by the same rules.

(2) The manner in which days off are to be selected may be determined on any basis mutually agreed upon.

Section 3. Overtime

(A) Any Team Member that works outside the regularly scheduled work shift will be paid for all hours worked outside the regularly scheduled work shift at the rate of one and one-half (1-1/2) times his Combined Hourly Wage Rate. (The Focus Wage hourly rate portion will be based on what is earned in the previous month) Operation Team Members currently work a twelve (12) hour shift and Maintenance Team Members currently work an eight (8) hour shift in a regularly scheduled workday. (By way of example only, based on the current work schedules, Maintenance Team Members will be paid one and one-half (1-1/2) times the Combined Hourly Wage Rate for any time worked over eight (8) hours or (10) hours depending on the weekly schedule, and Operation Team Members will be paid one and one-half (1-1/2) times the Combined Hourly Wage Rate for any time worked over twelve (12) hours.

For all hours actually worked in excess of forty (40) hours in a workweek, a Team Member will be paid one and one-half (1-1/2) times the Team Members Combined Hourly Wage Rate. (The Focus Wage hourly rate portion will be based on what is earned in the previous month). There will be no pyramiding of overtime

(8) PAY FOR WORKING A HIGHER CLASSIFICATION

A Team Member will be paid at a higher rate of pay when

- a) Required to do the work of a higher paid classification; and
- b) Qualified/certified to do the work in the higher paid classification.

The company and union recognize the value of temporarily assigning operations team members to the maintenance team. Selection of operations team members volunteering to be temporarily assigned will be through a process which includes:

- 1) A request for Team Members to be temporarily assigned to the maintenance team. Temporary will be defined as approximately 90 days which may be adjusted according to project needs. No Team Member will be required to work in the temporary position longer than he/she desires.
- 2) A review of the Team Member's work history, certifications, demonstrated skills, and consideration of seniority will be used to select Team Members for these positions. It is understood that the intent is to provide an opportunity for all interested Team Members to rotate through these positions.
- 3) An allocation and rotation among the Team Members as the skills necessary to accomplish the required maintenance allows.

The rate of pay for Team Members assigned to the maintenance team will be \$2.00 less than the then applicable rate of pay for a Maintenance Team Member.

The rate of pay during the temporary or subsequent assignment will be adjusted based upon the demonstrated or certified skills of the Team Member. Rates will be adjusted in \$0.50 per hour increments to the then current rate of pay for the Maintenance Team Member. The incremental adjustments will be based upon demonstrated skills in the following scope of work:

1. Welding and fabrication
2. Greasing conveyors, conveyor system alignment and conveyor drive maintenance.
3. Mechanical systems
4. Electrical control systems
5. Electrical trouble shooting
6. Electrical installations
7. Sand Blasting and Painting
8. Preventive/predictive maintenance.

Management, with input from permanent maintenance team members, will develop standards to demonstrate competence in each category. Management will award the incremental increases after the temporary Team Member has demonstrated an acceptable skill level or has received certification from an accredited institution.

Team members will revert back to their previously held position after completion or their request to end the temporary assignment.

{C} In no case shall Team Members be allowed to work more than sixteen (16) consecutive hours. After working a regularly scheduled shift, if a person is exhausted, he/she can request to go home and will be allowed to do so.

{D} Team Members shall be given at least forty-eight (48) hours' notice for all scheduled overtime work where possible.

{E}. When a Team Member is called out, he/she will be allowed a reasonable amount of time to report to work and a three (3) hour minimum at regular Journeyman rate for each call out.

{F} Team Members will be given seven (7) days' notice prior to any schedule change except in case of emergency or at the request of a Team Member.

{H} All overtime shall be equally distributed insofar as practicable among all regular Team Members employed on the classification of work where overtime is worked. The amount of overtime such Team Members work shall be kept posted on the departmental bulletin board where the overtime is worked. A list of overtime shall also be available at the service telephones so that the Team Members with the least amount of overtime will be called for emergency call. The overtime hours shall be posted within three (3) days after the end of each pay period in terms of straight time hours. Accumulated overtime hours for each year shall also be shown.

{I} Overtime will first be offered on a voluntary basis beginning with the lowest overtime accumulation. Anyone refusing the overtime will be charged the amount of overtime worked by the person who volunteers. If no one volunteers the overtime will be assigned to the Team Member with the least amount of overtime in the classification. If the overtime has to be assigned due to refusals, only the Team Member performing the work will be charged overtime.

When Team Members are called out to work in emergency cases without previous notice and miss a meal thereby, the Company shall provide or pay a reasonable amount for meals when Team Members are working overtime during normal meal periods.

Section 4. Holidays

{A} The Company will provide ten (10) paid holidays per year. Operations Team Members will receive twelve (12) hours pay for a floating holiday. Maintenance Team Members will receive ten (10) hours pay for a floating holiday. (The Focus Wage Hourly rate portion will be based on what is earned in the previous month.) The holidays are:

New Year's
Day Memorial
Day July 4th
Labor Day

Veteran's Day
Thanksgiving Day
Day after
Thanksgiving

Christmas Eve Day
Christmas Day
One Floating Day*

When scheduled to work on an established holiday, a Team Member will receive, for hours actually worked on the holiday, pay at the rate of one and one-half (1/2) times his Combined Hourly Wage Rate. (The Focus Wage Hourly rate portion will be based on What is earned in the previous month.) By way of example but not limitation, if a Team Member's normal twelve (12) hour shift starting time began on the night before an established holiday at 6:00 PM, and the Team Member worked the entire shift, the Team Member would begin receiving holiday pay at 12:00 AM on the established holiday and continue receiving holiday pay until the conclusion of his/her shift on such holiday. If the Team Member completed his/her normal shift in this example, he/she would conclude at 6:00 AM on the day of the holiday and his holiday pay would be for the six hours that he/she worked on the holiday. To be eligible to receive the overtime rate for hours worked on the holiday, the Team Member must work all hours made available to him/her on the holiday. Additionally, the Team Member must work his/her last scheduled workday preceding, and his/her first scheduled workday following a holiday, unless he/she is absent due to previously scheduled vacation or previously scheduled personal leave.

*For the Floating Holiday for Operation's Team Members with over fifteen (15) years of service, the Floating Holiday may be:

- a) paid out as described above; or alternatively,
- b) may be combined with four (4) hours of *earned, paid* vacation time (as described in Section 5: Vacation) in order to complete a full twelve (12) hour shift for time-off purposes.

The Floating Holiday will be scheduled and approved in advance, (forty-eight (48) hours minimum notice, unless otherwise authorized by the Company).

Section 5: Vacation

The Company will provide a paid vacation for Team Members who have been with the Company for at least one (1) year.

- Operations Team Members will be allowed to carry over up to 48 hours of earned vacation time from one calendar year to the next calendar year.
- Maintenance Team Members will be allowed to carry over up to 40 hours of earned vacation time from one calendar year to the next calendar year.
- Operations Team Members with over 20 years of service will be able to use all 160 hours of earned vacation per year.
- Any Operations Team Member with 40 hours or more of vacation can take 40 consecutive hours for a 48-hour work week.

Vacation is accrued and paid based on the following:

Maintenance Team Members Years of Service	Hours of paid vacation
1-2 years	40 hours
over 2-7 years	80 hours
over 7-15 years	120 hours
over 15 years	160 hours

Vacation is paid at the combined hourly wage rate for a Team Member. (The Focus Wage hourly rate portion will be based on what is earned in the previous year.) Vacation time may be taken in one - half (1/2) shift increments, provided the remaining hours of the shift are worked. Vacation will be scheduled and approved in advance, (forty-eight (48) hours minimum notice, unless otherwise authorized by the Company) balancing individual Team Member and operational customer needs. Except in an extreme emergency, once a vacation request is granted, the Team Member shall be allowed to take the assigned time. At the discretion of the Company, and in unusual circumstances where vacation cannot be scheduled in advance, a Team Member may be allowed to use vacation time as additional paid personal leave; however, only after all Personal leave of Absence hours have been exhausted for the individual Team Member for the year.

Section 6. Seniority

(A) Seniority shall date from the first date of employment by the Company, except where a Team Member resigns or is discharged for just cause and later re-employed, then seniority shall date from the last date of employment. In making reduction of or adding to the force and in making promotions or demotions in all classifications except Team Leader seniority shall rule provided that senior men have suitable qualifications. Suitable qualifications shall be determined by the representatives of the Company and the representatives of the Union. All Team Leaders shall be selected by the Company on the basis of qualifications.

In case of reduction of the force, a Team Member shall retain his seniority for a period of one (1) year, provided the Team Member keeps his immediate supervisor advised of his whereabouts, and upon notice to report for work, does report or respond within a period of ten (10) days from the date the notice was mailed (registered return receipt) to the Team Member.

(B) Local Department Seniority

1. Production
2. Maintenance

(C) No Team Member shall be transferred from one classification job title, department, or city to another unless the parties affected are agreeable to such transfer. When a Team Member is specifically requested to move to a new facility, the Team Member's moving expenses will be paid according to the following: If the Team Member owns his/her house at the location, the Team Member will be paid one and

(D) half (1-1/2) time his monthly salary plus the expense of the movement of household goods; if he/she rents a home or owns a trailer at the old location, the Team Member will be paid one and one half (1-1 /2) time his monthly salary plus the expense of the movement of his household goods. If the Team Member transfers as the result of the acceptance of a bid, the expenses of the movement of his/her household goods will be paid as described above, if the Team Member requests the move, no moving expenses will be paid.

Section 7. Filling of Vacancies

(A) When a position in the bargaining unit becomes vacant for any reason, notice for bids or notice of intention to discontinue such position shall be posted within ten (10) calendar days; and standard bid forms shall be furnished all eligible Team Members requesting to bid for the position. Five (5) days shall be allowed for bids to be received by the supervisor and five (5) additional days shall be allowed for the position to be filled. In any unusual circumstances where a strict compliance with the above cannot be followed, the matter may have to become a dispute and shall be settled in accordance with the grievance and arbitration machinery set out in this Agreement. If no bids are received, the Company shall have the right to fill such vacancies without reference to seniority.

The Union Steward, or his designated representative, shall be given at least two (2) days' notice by his immediate supervisor or department head on bids that are to be posted or when a job is to be discontinued.

(B) In the event of the creation of a job in a bargaining unit which is not listed in Article V., such jobs shall be filled by bids in regular order. In the event of the discontinuation of a job classification, the man who occupied the discontinued job shall be entitled to return to the job which he previously held.

(C) Unless qualified by another provision in this agreement, plant seniority will prevail in any vacancy within a particular facility. In other words, when a vacancy exists at Tolk Station, it will be posted and opened to bids at Tolk Station Only. The same will apply when a vacancy applies at Harrington Station. If there are no bidders at the facility, the Company is free to post the bid at other facilities or to fill the vacancy from the outside.

Section 8 Layoff Notification

Regular Team Members shall be notified at least two (2) weeks in advance if they are to be laid off.

Section 9. Jury Duty

Team Members shall not lose straight-time pay for the time spent while serving on jury duty, provided they return to work when released.

Section 10. Travel

When a Team Member is required to remain away from their headquarters overnight, lodging and meals shall be arranged and furnished by the Company. Such arrangements to be made by the supervisor in charge and to be approved by the Steward or his representative.

Section 11. Supervisory Personnel

Except in emergencies, supervisory personnel will not perform work normally performed by bargaining personnel. In the event such incidents occur, they shall be reported to the Business Manager, or his representatives, who in turn will communicate with management.

Section 12. Safety

(A) The Company will institute and maintain a safety program. The Team Members will be allowed a safety person of their own choosing.

(B) Safety rules as set forth in the Company's Safety Manual and as prescribed from time to time either by the Company or by any statute of law applicable to any territory covered by this Agreement, shall be strictly adhered to by both Team Member and Company.

(C) The Company will supply soap in addition to Lava. The Company will also supply towels.

(D) On site safety meetings will be held when Team Members are required to go into bunkers. No one will be required to go into a bunker if he/she has a fear of it.

Section 13. Clothing

(A) The Company shall furnish appropriate on the job clothing.

(B) All Team Members required to work outside in raining or snowy weather shall be furnished rain suits, hats, rubber boots, or over shoes of proper height; and they shall be charged to the Team Member until returned in good condition, reasonable wear and tear expected.

(C) The Company will furnish good quality leather gloves on a replacement basis.

(D) The Company will furnish each Team Member with a winter wear allowance of \$175.00 every year.

(E) The Company will supply fire-retardant coats in each unit and one (1) in the crusher building electrical room.

Section 14. Promotion and Training

(A) When a Team Member is selected for promotion, he/she shall serve a probationary period of not more than thirty (30) days; and the Team Member promoted shall receive the rate of pay applicable to his new classification when he assumes the duties of his new job. When a Team Member from time to time temporarily assumes the duties of a higher classification, he/she shall receive credit for the time worked on his probationary period provided that he performs such duties for at least four consecutive hours.

(B) The Company will institute and maintain a training program. Operational Team Members will work with Maintenance on a rotating basis for training purposes.

Section 15. Military Service

Any Team Member of the Company covered by this Agreement who leaves employment due to being called from active or inactive reserve into active service into the armed forces of the United States, shall continue to accumulate seniority with the Company during his absence, except all accumulated seniority shall be canceled upon voluntary reenlistment in the armed forces. Upon written notice within ninety (90) days after he is released from active service, the above Team Member may return to work, provided he is physically qualified to do so; and the regular rules of seniority will prevail for those below him on the seniority list.

When such Team Member returns from active military service, if it is shown that he possesses the requisite ability and fitness he should receive the top position to which a junior Team Member was promoted during his absence. His/her seniority in the higher position would be computed as if he/she has been promoted just ahead of the junior Team Member. The burden of showing if he has necessary ability is on the veteran. The burden of showing he/she is not physically fit is on the employer, provided however, such returning Team Member shall spend at least six (6) months in his former classification (if deemed necessary) and six (6) months in each higher classification to which he could have attained before entering on the duties of the highest classification he/she could have reached had he/she not been called into active service.

Section 16. Summary of Group Medical Benefits:

Health: The Company pays the premium for a medical health plan for each Team Member. Spouse and eligible dependent coverage is also provided with the Team Member paying a portion of the monthly premium. Team Members pay 25% of premium increases affecting their benefit coverage, including dependent/family care. Team Members are eligible to enroll in the medical plan, subject to plan eligibility requirements, on the first of the month following thirty (30) days of service. A plan description has been made available.

Dental: The Company provides dental insurance for each Team Member. Spouse and eligible dependent coverage is also provided with Team Members paying a portion of the monthly premium. Team Members pay 25% of premium increases. A plan description has been made available.

Vision: The Company provides vision insurance for each Team Member if the Team Member is covered under the medical plan. Spouse and eligible dependent coverage is also provided. Vision coverage is Company paid. A plan description has been made available.

Other Benefits:

Life Insurance: The Company provides a life insurance policy for each Team Member which equates to an amount equal to one (1) times the Team Members annual wage, or in the case of accidental death, two (2) times the Team Members annual wage.

401 K: Team Members are permitted to participate in the Company's 401 K plan subject to all plan eligibility requirements. A plan description has been made available.

Retirement Plan: The Company funds a retirement plan that provides a monthly income at retirement. The plan is governed by certain guidelines, including terms, eligibility and vesting requirements for participants. A Team Member who worked for the former operator, Wheelabrator Coal Services, has been credited with his years of service with Wheelabrator plus his years of service with Savage in the monthly benefit calculation.

The Retirement Plan shall be the same plan which was furnished to the Union on October 26, 2001, a copy of which is also attached to this agreement as exhibit A.

Retirement Plan:

- A) For Team Members that were hired by the Company prior to November 1, 2009, the Company funds a retirement plan that provides a monthly income at retirement. The plan is governed by certain guidelines, including terms, eligibility and vesting requirements for participants. A Team Member who worked for the former operator, Wheelabrator Coal Services, has been credited with his years of service with Wheelabrator plus his years of service with Savage in the monthly benefit calculation.

The Retirement Plan shall be the same plan which was furnished to the Union on October 26, 2001, a copy of which is also attached to this agreement as **exhibit A**.

- B) For Team Members that are hired by the Company after November 1, 2009, the Company shall provide for the term of this Agreement the 401K Plan currently in effect for the corporation, which plan is applicable also to Company employees who are not in the bargaining unit covered by this Agreement. The Company agrees that should it make any improvements or adjustments in the

- C) 401K Plan affecting employees outside the bargaining unit, such improvements or adjustments will also be applicable to bargaining unit employees. A plan description shall be made available.

Long-Term: The Company provides a long-term disability insurance plan that, based on certain conditions and waiting periods, provides forty percent (40%) of a Team Members salary if he becomes disabled long-term. Additional benefits of upto60% of a Team Members salary can be made available for additional premium costs (such costs to be paid for by Team Members).

Short-Term Disability: The Company has made available Short- Term Disability Insurance that provides short-term income protection to all Team Members that may become disabled from a covered accident, sickness or pregnancy. Such Short-Term Disability Insurance costs shall be paid for by Team Members, with the option to have such payments made through payroll deduction.

Section 17. Equal Opportunity

Neither the Company nor the Union shall discriminate against any Team Member or applicant for employment because of sex, race, creed, national origin, color, age, religious belief, or veteran of the armed forces. The parties further agree that there will be no discrimination against handicapped individuals in areas of employment that they would be qualified for in line with the provisions of this labor agreement. Where the labor agreement, requires, the masculine gender shall include the female gender.

Section 18. Personal Leave

- Personal Leave Time

Paid Personal Leave: Operations Team Members will be eligible to earn 48 hours of paid personal time per year. Maintenance Team Members will be eligible to earn 50 hours of paid personal time per year. (the year being from November 1st through October 31st). Personal leave time for each Team Member is paid at the Combined Hourly Wage Rate. (The Focus Wage hourly rate portion will be based on what is earned in the previous month.) Personal Leave hours may be taken in one-half (1/2) shift increments, provided the remaining hours of the shift are worked. Where possible, these days should be scheduled in advance, except in cases of emergency or illness. Any paid personal leave not used will be paid to Team Members at the end of each year.

- Pool Hours for Medical/Family Leave

Paid Leave of Absence: The Company will make available forty-eight (48) hours multiplied by the number of Team Members at each facility {Tolk and Harrington, separately) to be used by Team Members for a paid leave of absence. [By way of example, but not limitation, if the Tolk facility had twenty- five (25) Team Members, then forty-eight (48) hours multiplied by twenty-five (25) would result in twelve hundred (1200) hours of paid leave of absence available to be used for leave of absence by Tolk Team Members. The entire pool of twelve hundred (1200) hours would be available to be used by Team Members at the Tolk facility.]

The paid leave of absence for Team Members shall be available due to:

- Personal Health Conditions
- To care for a spouse, child or parent with a serious health condition

Pool hours: Pool hours will be available only after all Personal Leave of Absence hours have been exhausted for the individual Team Member for the year. Additionally, pool hours will only be available after the first twenty-four (24) consecutive work hours that a Team Member is away from work as qualified above. The Company may require verification of conditions that warrant pay for use of pool hours. Pool hours will be paid for each Team Member at the Combined Hourly Wage Rate. The pool hours for each facility are designated only for use of Team Members at each respective facility. When the pool of hours is exhausted for the year, no additional paid leave of absence (from pool hours) will be available. The pool of hours will be replenished each November 1st. No pool hours will be carried forward from year to year.

The Company may require a doctor's statement from one (1) or more doctors as to illness and probable duration of the absence.

Section 19. Funeral Leave: Reasonable time off work to attend the funeral of a family member will be paid for each Team Member at the Combined Hourly Wage Rate.

Section 20. Unpaid Leave of Absence: Additionally, at the discretion of the Company, a leave of absence for other personal reasons may be granted to Team Members who have completed one (1) year of continuous service. The Company may require that all paid personal leave and vacation time be used before unpaid leave of absence becomes available.

Section 21. Letters of reprimand

The Company retains the full right to establish, modify, and enforce reasonable disciplinary rules, standards, procedures, and requirements concerning employee work performance, attendance, and all other categories of workplace conduct. When letters of reprimand are issued, the following will apply:

- A. Letters of reprimand (written Performance Improvement Plans) must be given within Six (6) regularly scheduled business days after the incident. The Team Member may elect to have a union representative present when letters of reprimand are given; and
- B. Letters of reprimand will be removed from the Team Member's file after one year. The Savage Performance Improvement Process (SPIP), which is normally progressive, consists of Verbal Counseling, written Performance Improvement Plans and a Last Chance Agreement; and
- C. Last Chance Agreements are very serious and are only written when other performance improvement measures have not been successful. Last Chance Agreements will remain in effect for a period of two (2) years.

Section 22. Worker's Compensation

When a Team Member is injured on the job and qualifies for Worker's Compensation, the Company shall provide additional compensation for the time the Team Member is away from work due to the injury in the following manner:

D. Additional compensation will begin only after the injured Team Member has been unable to return to work for one week; and

E. Such additional compensation will be paid at the rate of \$100 per week for the second through the ninth weeks; and

F. Such additional compensation will be paid at the rate of \$80 per week for the tenth through the thirteenth weeks at which time the Team Member (if still unable to return to work) will no longer receive additional compensation from the Company; and

G. The injured Team Member's insurance premiums for Health and Dental coverage will be paid by the Company for the time away from work, up to three (3) months.

**ARTICLE V
CLASSIFICATION AND MINIMUM RATES OF PAY**

Effective 11-1-2021						
			Base Wage	2.85% increase	Example of Base Wage+Focus Wage	2.85% increase
Team	Member-	Operator	\$37.19	\$38.25	\$37.93	\$39.01
Team	Member-	Facility Support	\$31.83	\$32.74	\$32.47	\$33.40
Team	Leader		\$43.11	\$44.34	\$43.97	\$45.22
Assistant Team Leader			\$38.45	\$39.55	\$39.22	\$40.34
Team	Member-	Technician	\$42.82	\$44.04	\$43.68	\$44.92
Team	Member-	Electrician	\$41.53	\$42.71	\$42.36	\$43.57
Team	Member-	Mechanic	\$41.53	\$42.71	\$42.36	\$43.57
Effective 11-1-2022						
			Base Wage	2.85% increase	Example of Base Wage+Focus Wage	2.85% increase
Team	Member-	Operator	\$38.25	\$39.34	\$39.01	\$40.12
Team	Member-	Facility Support	\$32.74	\$33.67	\$33.40	\$34.35
Team	Leader		\$44.34	\$45.60	\$45.22	\$46.51
Assistant Team Leader			\$39.55	\$40.67	\$40.34	\$41.49
Team	Member-	Technician	\$44.04	\$45.30	\$44.92	\$46.21
Team	Member-	Electrician	\$42.71	\$43.93	\$43.57	\$44.81
Team	Member-	Mechanic	\$42.71	\$43.93	\$43.57	\$44.81
Effective 11-1-2023						
			Base Wage	2.85% increase	Example of Base Wage+Focus Wage	2.85% increase
Team	Member-	Operator	\$39.34	\$40.46	\$40.12	\$41.27
Team	Member-	Facility Support	\$33.67	\$34.63	\$34.35	\$35.33
Team	Leader		\$45.60	\$46.90	\$46.51	\$47.84
Assistant Team Leader			\$40.67	\$41.83	\$41.49	\$42.67
Team	Member-	Technician	\$45.30	\$46.59	\$46.21	\$47.52
Team	Member-	Electrician	\$43.93	\$45.18	\$44.81	\$46.09
Team	Member-	Mechanic	\$43.93	\$45.18	\$44.81	\$46.09

* The base wage plus the focus wage is calculated in this example assuming the Team Member was eligible to receive the focus wage increase for both safety and attendance (1 % for each, making a total of 2%). It also assumes a Team Member works no overtime hours. If the Team Member does work overtime hours (either scheduled or unscheduled) then the effective hourly rate increases proportionately.

The base wage hourly rate plus the focus wage hourly rate will be referred to as the Combined Hourly Wage rate in this agreement.

Focus Portion of Wage:

Team Members, are asked to focus on two (2) critical areas to ensure the success of the entire team and the station where they work.

A portion (1 % for each area) of the available wage will be paid to Team Members each pay period, based on earning the focus wage percentage from the previous month in the following categories:

1. Safety - Team Members must attend a communication/safety meeting each month and shall successfully complete the computer based training required that month. Meetings and training are scheduled during the regular shifts.
2. Attendance - Team Members are required to work all scheduled shifts. Allowance for absence shall be made for Team Members using scheduled vacation or personal leave time.

(B) Wage Increases:

Base wage rates listed above (Article V) include increases based upon the following schedule:

November 1, 2021	2.85%
November 1, 2022	2.85%
November 1, 2023	2.85%

ARTICLE VI
Regulatory Conformance

Section 1. Federal and State Laws

It is agreed that if any of the provisions of this Agreement are made invalid by any applicable Federal or State Law or should any court or competent jurisdiction hold any provisions of this Agreement invalid, the other provisions of this Agreement shall not be invalidated thereby.

Executed this ____ day of _____

Signed for Savage Industries Inc.

International Brotherhood of Electrical Workers

Christina Bennett, Date
Vice President People Solutions

Robert Melton, Business Manager Date

Letter of Agreement regarding 4/10-hour Day Work Week

Maintenance will be allowed to work a 4 day 10-hour day schedule starting August 3, 2021 provided the following terms are agreed to by each member of the Maintenance Team:

- 1.) Alternate work schedules will be developed to allow ten (10) hours per day, four (4) days per week Monday through Thursday and Tuesday through Friday each week. This 4/10-hour workdays shall constitute a regular workday. The shifts will be assigned by seniority and will not be rotated during the calendar year.
- 2.) The normal working hours will be from 6:00 AM to 4:00 PM.
- 3.) On weeks with holidays, crews will revert to a 5/8-hour day schedule, working from 6:00 AM to 2:00 PM.
- 4.) If a holiday splits and carries into two weeks (example: Christmas Eve is observed on Friday of one week and Christmas day is observed on Monday of the next week), the employees shall work two consecutive weeks on a 5 day 8-hour schedule.
- 5.) Vacation time will be paid in ten (10) hour increments consistent with schedules in the workweek (i.e., a scheduled workday often (10) hours taken as vacation will be charged as ten (10) hours of vacation).
- 6.) One- or two-day vacations on the other employee's scheduled day off will not be allowed except under extreme emergency conditions. Excused absence, medical absence, jury duty, funeral leave and sick leave will be charged for the hours approved and used. Other than emergencies and other situations beyond the employee's control, medical, dental appointments and personal business appointments shall be scheduled on employee's scheduled days off.
- 7.) Team Member will be offered Ten (10) hours of floating holiday.
- 8.) Management will provide a 7-day notice on change of schedule.
- 9.) Either party may terminate this agreement with 30 days' written notice.
- 10.) When employees are assigned to training, they will revert to the 5 day 8-hour schedule.
- 11.) Electrician or Maintenance Team Member will not be upgraded when the Technician is on their regular day off.
- 12.) Maintenance Team Members and Electricians will be charged 8 hours PTO in the event they take PTO on a holiday week when they are normally working an 8-hour shift.
- 13.) If Workers' Compensation benefits continue for an employee beyond the initial week, the employee's workweek schedule will revert to the 5 day 8-hour schedule until the employee returns to work.
- 14.) All other provisions of the Labor Agreement which are not addressed in this Letter of Agreement will remain in effect.

Executed this ____ day of _____

**Signed for Savage Industries Inc.
Local Union No. 602**

International Brotherhood of Electrical Workers

**Christina Bennett,
Vice President People Solutions**

Date

Robert Melton, Business Manager

Date

Memorandum of Understanding

Between

Savage Harrington Energy Services, Ltd., LLP.

And

Savage Tolk Energy Services, Ltd., LLP.

And

International Brotherhood of Electrical Workers Local Union NO. 602

This Memorandum of Understanding pertains to the Coronavirus pandemic. The agreement in this CBA will be for the period of **November 1, 2021 to October 31, 2022**, and yearly thereafter unless one of the Parties, not less than thirty (30) calendar days prior to the aforementioned Termination date or any anniversary date thereafter, serve written notice on the other party of an intent to modify or terminate this agreement.

A one-time use of up to 10 paid sick days (80 hours) for the following, qualifying circumstances to be verified by People Solutions in coordination with Savage Team Leader (most likely scenarios *italicized*):

1. Team Member is *subject to a federal, state, or local quarantine* order and cannot work remotely
2. Team Member has been advised by a healthcare provider to self-quarantine and cannot work remotely
3. Team Member is experiencing symptoms of coronavirus and seeking a medical diagnosis for the symptoms
4. Team Member is caring for an individual who is subject to a quarantine order or who has been advised to quarantine by a healthcare provider and cannot work remotely
5. If a Team Member is ill with Non-Covid-19 symptoms (regular illness), we will continue to follow the existing guidelines under the current CBA, Section 18, Personal leave.

Upon using the 80 hours of paid sick days, if the Team Member is still affected by the above conditions, then they will be subject to follow the guidelines of the CBA, Section 18, Personal Leave, under Pool Hours for Medical/Family Leave, excluding the requirement to use 48 hours of Personal Leave of Absence hours and the 24 hour waiting requirement. To clarify, Team Members are NOT required to use their Personal Leave of absence hours or PTO for COVID-19 related absences before being eligible to use the Pool Hours.

Savage will reimburse virtual / telehealth costs to diagnose symptoms that are believed to be COVID-19, including testing costs. Receipts can be submitted to benefits@savageservices.com.

For the Company

For the Union

Christina Bennett, VP People Solutions

Robert Melton, Business Manager

Dated: _____

Dated: _____

Memorandum of Understanding

Between
Savage Harrington Energy Services, Ltd., LLP.

And
Savage Tolk Energy Services, Ltd., LLP.

And
International Brotherhood of Electrical Workers Local Union NO. 602

Schedule Change:

If at any time two operations team members from the same job classification and the same schedule rotation agree to go straight days or nights, it will be allowed if all of the following criteria is agreed on.

- (1) Both team members are in the same job classification and it will be based on seniority within the job classification.
- (2) The manager agrees on the arraignment.
- (3) If either party wants to cancel the agreement or the manager no longer thinks it's working out the team members will revert to their previous schedule

For the Company

For the Union

Christina Bennett, VP People Solutions

Robert Melton, Business Manager

Dated: _____

Dated: _____