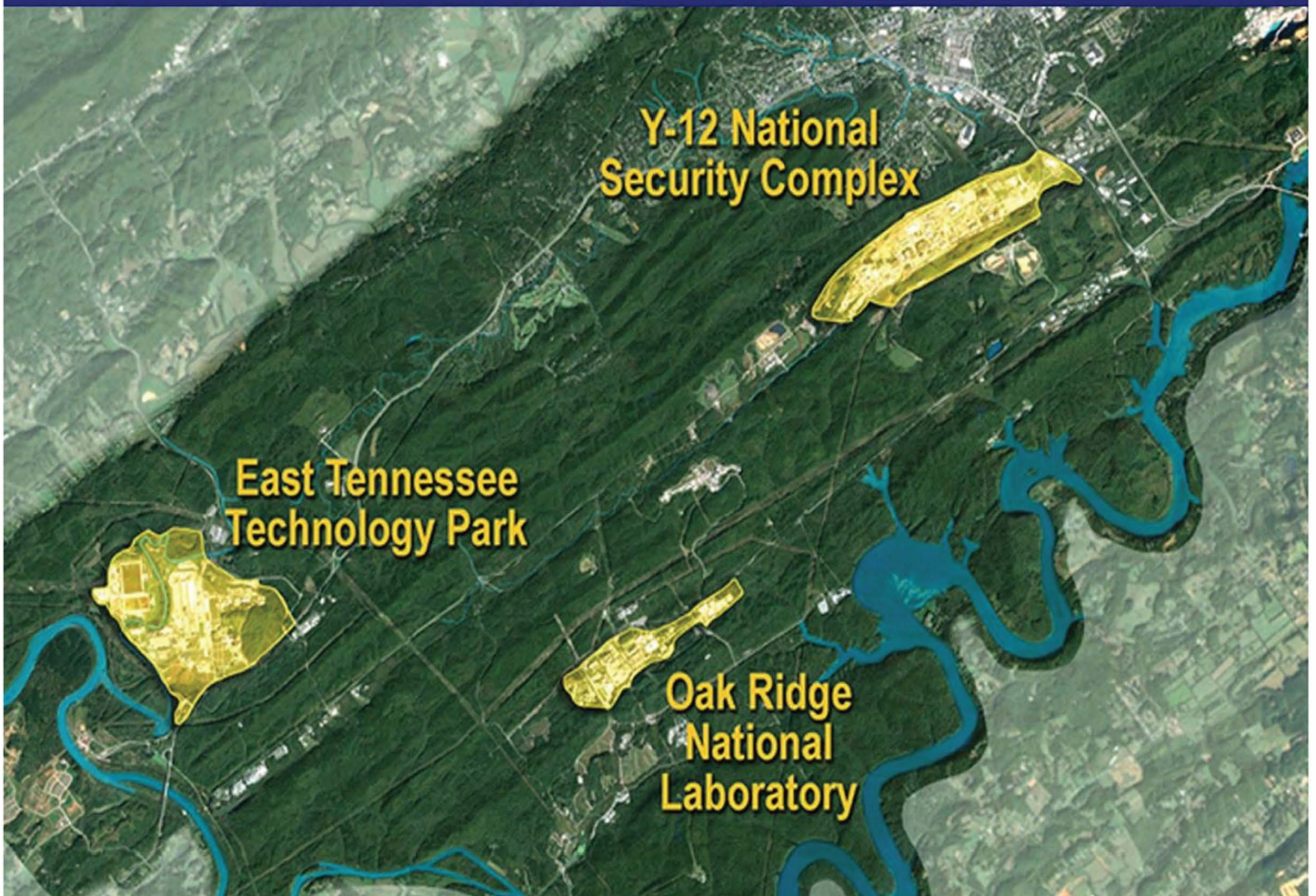


# PROJECT LABOR AGREEMENT

between



**October 1, 2023 to May 31, 2032**

Wage and Fringe Revisions: Effective October 1, 2025



# TABLE OF CONTENTS

Preamble .....	3
Article 1 - PURPOSE.....	5
Article 2 - RECOGNITION.....	6
Article 3 - SCOPE OF AGREEMENT .....	7
Article 4 - APPLICATION AND ADMINISTRATION .....	9
Article 5 - MANAGEMENT RIGHTS .....	10
Article 6 - REFERRAL OF EMPLOYEES.....	11
Article 7 - HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS .....	13
Article 8 - SECURITY OF MATERIAL, EQUIPMENT AND TOOLS.....	17
Article 9 - WAGE SCALES AND BENEFITS .....	18
Article 10 - APPRENTICES.....	20
Article 11 - PAYMENT OF WAGES – CHECKING IN AND OUT.....	21
Article 12 - GRIEVANCE ADJUDICATION PROCEDURE.....	22
Article 13 - UNION SECURITY .....	24
Article 14 - CRAFT JURISDICTION .....	25
Article 15 - UNION REPRESENTATION .....	27
Article 16 - TRAVEL AND SUBSISTENCE.....	28
Article 17 - GENERAL WORKING CONDITIONS.....	29
Article 18 - SAFETY .....	31
Article 19 - ILLEGAL DRUGS, CONTROLLED SUBSTANCES, ETC.....	34
Article 20 - WORK STOPPAGES AND LOCKOUTS.....	36
Article 21 - SUBCONTRACTING.....	38
Article 22 - AMENDMENTS .....	39
Article 23 - GENERAL SAVINGS CLAUSE .....	40
Article 24 – HELMETS TO HARDHATS.....	41
Article 25 - TERM OF AGREEMENT .....	42
APPENDIX A - WAGE AND FRINGE TABLES .....	44
APPENDIX B .....	66
BULLETINS.....	67



## **PROJECT LABOR AGREEMENT**

### **PREAMBLE**

This Agreement entered into this 1st day of October, 2023, between United Cleanup Oak Ridge, LLC, (hereinafter referred to as UCOR or the Employer) and other subcontractors who become signatory hereto (hereinafter referred to as Employer or Employers), and North America's Building Trades Unions (hereinafter referred to as NABTU), the National and International Unions, who become signatory hereto, (hereinafter referred to as Union or Unions), and those local unions and any and all other subordinate or intermediate bodies/organizations affiliated with such National or International Unions, regardless of the nomenclature used by said National or International Unions to describe or identify their subordinate or intermediate bodies/organizations, who accept the terms of this Agreement by virtue of accepting the benefits of the Agreement on specific projects covered by the Agreement and/or by referring employees to work on such projects.

This Agreement shall be binding on the signatory Employers only including subcontractors.

Each Employer shall alone be liable and responsible for its individual acts and conduct and for any breach or alleged breach of this Agreement. Any alleged breach of this Agreement by an Employer or dispute between the signatory Union(s) and an Employer respecting compliance with the terms of this Agreement shall not affect the rights, liabilities, obligations and duties between the signatory Union(s) and each other Employer party to this Agreement.

Furthermore, each Union and/or its local unions shall alone be liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement. Any alleged breach of this Agreement by a signatory Union or its locals shall not affect the rights, liabilities, obligations and duties between the signatory Employers and other Unions (or their locals) party to this Agreement.

WHEREAS, the Employers are engaged in Davis Bacon Act (DBA) Construction activities including, but not limited to, Environmental Cleanup, Deactivation and Demolition (D&D), Environmental Remediation, and Industrial Construction activities, hereinafter, referred to as Construction for the Department of Energy, Oak Ridge Environmental Management (OREM), hereinafter referred to as the Owner in Oak Ridge, TN.

WHEREAS, The Unions have in their membership and in their local unions throughout the United States, competent, skilled and qualified workers possessing the skills and abilities required to perform the work incidental to the effective accomplishment of such Construction work, and

WHEREAS, the Employers and the Unions desire to mutually establish wages, hours and working conditions for the workers employed on construction projects by the Employers.

NOW, THEREFORE, the Employers and the Unions in consideration of the mutual promises and covenants herein contained, mutually agree as follows:

## **ARTICLE 1**

### **PURPOSE**

Section 1-1. The purpose of this Agreement is to promote efficiency of Construction on all projects covered by this Agreement and provide for peaceful settlement of labor disputes without strikes or lockouts thereby promoting the public interest in assuring the timely and economical completion of the work.

Section 1-2. It is also the intent of the parties to set out standard working conditions for the efficient execution of said Construction work, herein to establish and maintain continuous, efficient and harmonious relations between all parties to the Agreement, to secure optimum productivity and to eliminate strikes, lockouts, or delays in the execution of the work undertaken by the Employer.

## ARTICLE 2

# RECOGNITION

Section 2-1. The Employer recognizes NABTU and the signatory International Unions as the sole and exclusive bargaining representatives for its craft employees employed on the jobsite covered by this Agreement. Unions signatory to this Agreement will have recognition on the approved project of the Employer.

**ARTICLE 3**

**SCOPE OF AGREEMENT**

It is the intent of the parties that this Agreement be utilized as a Project Labor Agreement in support of OREM projects in Oak Ridge, Tennessee, as defined below.

Section 3-1. This Agreement shall apply and be limited to Construction, including dismantling, demolition and decontamination for continued or future use, and nothing contained herein shall be construed to prohibit, restrict or interfere with the performance of any other operations, work or function which may occur at the project site or be associated with the development of the project. The scope of the work covered by this Agreement is restricted to work performed on the Owner's projects and shall consist of two Divisions:

DIVISION ONE consists of work traditionally recognized and accepted as Construction work on this site. Work in Division One includes:

- a) The construction of permanent facilities, structures, or systems; and
- b) Movement and distribution of construction materials and equipment; and
- c) Repair, alteration or modification of structures, facilities or equipment not involving demolition or decommissioning activities.

DIVISION TWO consists of Construction work within the traditional skills and capabilities of the Unions signatory hereto and commonly performed by employers employing their members. This other work in Division Two includes:

- a) Environmental remediation, demolition, dismantling, decommissioning and related activities for continued or future site use;
- b) Repair, alteration or modification of structures, facilities, or equipment associated with demolition or decommissioning activities.

Section 3-2. This Agreement shall not apply to executives, professionals, technicians, engineers, draftsmen, supervisors, assistant supervisors, timekeepers, messengers, office workers, guards, or other non-manual employees. Manual employees performing activities including surveillance, maintenance and operations are not subject to this Agreement.

Section 3-3. This Agreement represents the complete understanding of the parties and none of the provisions in any local, regional/area or national collective bargaining agreement shall apply to the project unless specifically incorporated in this Agreement.

Section 3-4. This Agreement covers all terms and conditions of employment for work performed hereunder, except for all work that may be performed under the NTD Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, the National Refractory Agreement, the National Agreement of the International Union of Elevator Constructors, the UA/IBEW Joint National Industrial Agreement for Instrument and Control Systems Technicians, the IBB National Specialty Agreement for the United States of America (as it applies to welding), and the UA National Specialty Agreement for the United States of America (as it applies to welding), or any other such National Agreement approved for use by the parties, provided that the procedures regarding work stoppages and lockouts of this Agreement apply to such work.

**ARTICLE 4**

**APPLICATION AND**

**ADMINISTRATION OF AGREEMENT**

Section 4-1. The parties to this Agreement shall establish a National Project Labor Agreement Joint Administrative Committee (JAC). NABTU and UCOR shall determine an equal number of individuals to be appointed to represent each organization on the JAC.

Section 4-2. The JAC shall establish procedures for its operation and responsibility and shall meet not less than once each year to review the operation of this Agreement.

Section 4-3. The JAC has sole authority to rule on the intent of this Agreement and may issue general Letters of Intent or Letters of Interpretation that the parties and an Arbitrator in any future case must follow. The Arbitration Board, under Article 12, Section 12-1, is empowered to issue decisions on specific grievances.

Section 4-4. NABTU will designate an Administrator for this Agreement.

## ARTICLE 5

# MANAGEMENT RIGHTS

Subject only to any express limitations stated in this agreement, or in any other agreement between the Employer and the Union. The Employer retains full and exclusive authority for the management of its operations. The Employer shall direct their working forces at their prerogative, including, but not limited to hiring, promotion, transfer, lay-off or discharge for just cause. No rules, customs, or practices shall be permitted or observed which limit or restrict production or limit or restrict the working efforts of employees. The Employer shall utilize the most efficient method or techniques of construction, tools, or other labor-saving devices. There shall be no limitations upon the choice of materials or design. The Employer shall schedule work and shall determine when overtime will be worked. The foregoing enumeration of management rights shall not be deemed to exclude other functions not specifically set forth. The Employer, therefore, retains all management rights not specifically limited by the terms of this Agreement.

## ARTICLE 6

# REFERRAL OF EMPLOYEES

Section 6-1. The Employer shall have the unqualified right to select and hire directly all supervisors it considers necessary and desirable without such persons being referred by the Unions and/or their respective local unions. Applicants for the various classifications covered by the Agreement required by the Employer on its projects, shall be referred to the Employer by the Unions and/or their respective local unions. The Employer shall have the right to specify required training, determine the competency of all employees, the right to determine the number of employees required, and shall have the sole responsibility for selecting the employees to be laid off consistent with Section 6-4. The Employer shall also have the right to reject any applicant referred by the Unions and/or their respective local unions. This Section is subject to the provisions of Bulletin 5.

Section 6-2. The Unions represent that their local unions administer and control their referrals and it is agreed that these referrals will be made in a nondiscriminatory manner and in full compliance with Federal, State and local laws and regulations which require equal employment opportunities and non-discrimination. Referrals shall not be affected in any way by the rules, regulations, by-laws, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements.

Section 6-3. In the event the referral facilities maintained by the local unions do not refer the employees as requested by the Employer within a forty-eight (48) hour period after such requisition is made by the Employer (Fridays, Saturdays, Sundays and Holidays excepted), the Employer may employ applicants from any source.

Section 6-4. The Employer agrees to be bound by the referral rules in a local area not inconsistent with the terms of this Agreement provided that, where the referral rules that prevail in a local area are on other than an exclusive basis, such rules shall be applicable if not in violation of either State or Federal law.

Section 6-5. The Unions and their respective local unions shall not knowingly refer employees currently employed by a signatory Employer to other employment.

Section 6-6. The Unions and their respective local unions will exert their utmost efforts to recruit a sufficient number of skilled employees to fulfill the craftworker requirements of the Employers.

Section 6-7. Each signatory Employer shall have the right to assign key employees to the approved project. Key employees are defined as employees who possess special skills or abilities and are not readily available in the area. The number and type of key employees to be assigned to a project shall be determined by the Employer and the Union with such resolution directed toward obtaining maximum management effectiveness for the signatory Employer.

Section 6-8. Where governmental agencies impose equal employment obligations on the Employer's project, referral procedures shall be subordinate to such obligations.

Section 6-9. The Employers and the Unions agree that chronic and/or unexcused absenteeism is undesirable and must be controlled.

Section 6-10. Employees terminated for cause shall not again be referred for employment under this agreement for a period of at least ninety (90) days and the Union may not require the rehire of such employees.

Section 6-11. During a reduction-in-force, the Employers have the right to retain the most qualified employees in each craft or specialty based on project requirements.

## ARTICLE 7

# HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS

### Section 7-1. WORK SCHEDULE.

A workday starts at the beginning of the day shift and continues for a twenty-four (24) hour period thereafter. The work week starts at the beginning of the day shift Monday morning and ends one-hundred-and-sixty-eight (168) hours later. Forty (40) hours per week shall constitute a week's work, Monday through Thursday inclusive.

The standard day shift shall be worked on a basis of four (4) ten (10) hour days each week, Monday through Thursday. The standard day shift will be scheduled between the hours of 6:00 a.m. and 6:00 p.m., exclusive of a thirty (30) minute unpaid lunch period scheduled by the Employer, which may vary between the hours of 11:00 a.m. and 1:00 p.m.

In the interest of efficiency, productivity, training or other similar situations, the Employer may schedule work on a basis of five (5) eight (8) hour days each week, Monday through Friday. Should the Employer elect to work the five (5) eight (8) hour schedule, the shift will be scheduled between the hours of 6:00 a.m. and 6:00 p.m., exclusive of a thirty (30) minute unpaid lunch period scheduled by \_\_\_\_\_ the Employer which may vary between the hours of 11:00 a.m. and 1:00 p.m. Any change to this schedule of work shall be subject to the limitation that the Union will be given at least forty-eight (48) hours' notice of such change. Failure to provide 48-hour notice will result in the first scheduled day of the shift being paid at time-and-one-half (1.5X).

### Section 7-2. OVERTIME

Overtime shall be calculated on the base pay rate for actual hours worked in excess of shift hours set forth above.

#### a) DAILY OVERTIME

- Hours worked in excess of 10 hours on a four (4) day ten (10) hour Monday through Thursday schedule will be paid at time-and-one-half (1.5X).
- Hours worked in excess of 8 hours on a five (5) day eight (8) hour Monday through Friday schedule will be paid at time-and-one-half (1.5X).
- Hours worked on Monday prior to the start of the normal shift will be paid at double time (2X).

b) WEEKLY OVERTIME ON SCHEDULED DAYS OFF

When an employee works on any scheduled day off during a work week, the applicable overtime rate will only be paid for hours worked after the employee has completed 40 straight-time hours worked during the same work week. All time worked on Friday shall be paid for at the rate of time and one-half (1.5X) once 40 straight-time hours have been worked during the work week.

- a) If the employee works his/her regular 40-hour week AND Friday of the same pay period, double time will be paid for hours worked on Saturday and/or Sunday.
- b) If the employee does not work his/her regular 40-hour week AND Friday of the same pay period, the employee will be paid time-and-one-half (1.5X) for hours worked on Saturday and/or Sunday, unless the employee works Saturday and Sunday, in which case the hours worked on Sunday will be paid double time (2X).

Daily overtime hours as defined in Section 7-2 will not be counted as hours worked for purposes of calculating weekly overtime premiums. The requirement to complete 40 straight-time hours prior to receiving the applicable overtime pay rate will not apply during weeks that include an observed holiday, as referenced in Section 7-5. Hours worked on an observed holiday will be paid at the applicable overtime rate as referenced in Section 7-5.

In the event it is not possible to work Monday through Thursday on the ten (10) hour per day workweek because of conditions beyond the Employer's control, Friday shall be available as determined by the Employer as a makeup day. If the Employer chooses to use Friday as a makeup day, they may do so at straight-time pay up to forty (40) hours of work. Time worked during the makeup day that exceeds forty (40) straight-time hours in the workweek shall be paid at the overtime rate of time and one-half (1.5).

The Friday makeup day will be scheduled as a full ten (10) hour workday and covers all employees within the defined work crew. The makeup day will be offered to all employees in the work crew, although individuals may choose not to work, as it is not mandatory. The Employer will review and define work crews twice annually and notify the Union of any changes.

### Section 7-3. ALTERNATE SHIFT AGREEMENTS

- a) Under the standard schedule of four (4) ten (10) hour days, should the Employer(s) further wish to institute a second shift, the second shift shall consist of 9.5 hours exclusive of a thirty (30) minute unpaid lunch period scheduled by the Employer for which ten (10) hours shall be paid. Overtime shall be calculated on the base pay rate for actual hours worked in excess of shift hours set forth above. The second shift may be scheduled to begin between the hours of 3:00 p.m. and 7:00 p.m. There shall be no requirement for a day shift when the second shift is worked. Shifts shall be established for a minimum of four (4) consecutive workdays.
- b) If the employer has established a day shift of five (5) eight (8) hour days, if two (2) or three (3) shifts are scheduled, the first shift shall be (8) hours, exclusive of a thirty (30) minute unpaid lunch period scheduled by the employer, for which (8) hours shall be paid. The second shift shall be 7.5 hours exclusive of a thirty (30) minute unpaid lunch period scheduled by the Employer for which eight (8) hours shall be paid. The third shift shall be seven (7) hours, exclusive of a thirty (30) minute unpaid lunch period scheduled by the Employer, for which eight (8) hours shall be paid. All lunch periods can vary during mid-shift hours. Overtime shall be calculated on the base pay rate for actual hours worked in excess of shift hours set forth above. There shall be no requirement for a day shift when either the second or third shift is worked. Shifts shall be established for a minimum of five (5) consecutive workdays.
- c) Tropical shift. (See Bulletin 1)
- d) Any and all new special shifts and schedules will be negotiated with the Union. It is specifically understood and agreed that the Union will not arbitrarily or unreasonably withhold its ratification of, or concurrence with special shifts and schedules established or proposed by the Employer. If denied, the Union will provide in writing its reasons for not agreeing to new special shifts and schedules by the Employer.

#### Section 7-4. Shutdowns and Emergency Work

It will not be a violation of this Agreement when the Employer considers it necessary to shut down to avoid the possible loss of human life because of an emergency situation that could endanger the life and safety of an employee. In such cases, employees will be compensated only for actual time worked. In the case of a situation described above whereby the Employer requests employees to stand by, the employees will be compensated for the standby time. When an employee is directed to report to the work site by the Employer for emergency work, outside of the employee's normal work hours, they shall be compensated for a minimum of four hours pay.

#### Section 7-5. Holidays

Recognized holidays shall be as follows: New Year's Day, Martin Luther King Day, Memorial Day, Fourth of July, Companion to Fourth of July Day, Labor Day, Thanksgiving Day, Christmas Day, and Companion to Christmas Day. These will be paid holidays. In the event a holiday falls on a Friday, Saturday, or Sunday, the Employer shall determine the day the holiday will be observed. These nine (9) holidays shall be the only paid holidays.

Holidays will be paid at the straight-time rate for ten (10) hours. Any employees who may be assigned to an eight (8) hour shift, will be paid eight (8) hours' straight-time pay for each holiday. If employees are required to work on an observed holiday, they shall receive their holiday pay plus overtime at time-and-one-half (1.5X) at the appropriate rate for hours worked.

#### Section 7-6. Layoff provisions for Extended Holiday Periods

The Employer may shut down the entire project for short durations/additional days in conjunction with the holidays recognized under Section 7-5 and/or Section 7-6 of the Agreement. However, if an individual craft employee requests a layoff in situations involving more than two (2) unpaid days so that they can return to the out-of-work list at their hiring hall to avoid losing wages, the layoff must be granted by the Employer. The termination will be treated as an involuntary reduction-in-force, and the individual will remain eligible to receive the applicable retention incentive excluding the first year of the Retention Incentive Program.

## ARTICLE 8

# SECURITY OF MATERIAL, EQUIPMENT AND TOOLS

Section 8-1. Security procedures for the control of tools, equipment and materials shall be solely the responsibility of the Employer. The Employer will be responsible to cover the costs of the full prior-agreed inventory of employee tools lost because of fire, flood or theft. Tools broken or damaged in the course of employment will be replaced or reimbursement will be made by the Employer upon the presentation of satisfactory evidence. The inspection of incoming shipments of equipment, apparatus, machinery and construction materials of every kind shall be performed at the discretion of the Employer by individuals of its choice.

Section 8-2. All employees will comply with the security procedures established by the Employer.

## ARTICLE 9

# WAGE SCALES AND BENEFITS

Section 9-1. The Employer agrees to pay base hourly wage rates for those classifications outlined in Appendix A covering the signatory International Unions. It is understood that the basis for wage scales and employee benefit contributions as outlined in Appendix A shall be those rates which have been negotiated by the historically recognized bargaining agencies in the local area which has jurisdiction on the proposed project of the Employer. When the Employer determines that modification of existing economic factors is necessary to be competitive, then the Employer shall propose those economic improvements to the local Unions involved and the International Unions agree to actively support and use the best effort of their office to assist the Employer in an expeditious manner in securing the most competitive position that will enhance a successful award.

- a) The Employer and the Unions agree that wage premiums, such as those based on height of work, type of work or materials, special skills, etc., impose unreasonable costs on construction, are considered contrary to the best interest of the industry, and shall not be paid on the approved project of the Employer. Exception: Does not apply to Cooling Tower and Stack Work because of unique construction format.
- b) Base hourly wage rates other than those established in bona fide local collective bargaining will be settled between the Employer and the local Unions affiliated with the local Building Trades Council.
- c) Any wage rates, fringe benefit contributions, classifications, zone or wage/fringe escalations established by local bargaining which target or discriminate against projects covered by this Agreement are contrary to the spirit and intent of the Agreement.

Such rates, contributions, classifications, zones and escalations will not be recognized and are not required to be paid under this Agreement.

Section 9-2. The Employer agrees to pay employees benefit contributions as outlined in each affiliates' annual wage table identified in the Appendix A. Industry promotion or administrative funds or other funds which do not accrue to the direct benefit of employees, covered by this Agreement, are not considered fringe benefits for purposes of this Agreement and will not be surveyed for future adjustments, and need not be paid by the Employer.

Section 9-3. The Employer adopts and agrees to be bound by the written terms of legally established trust agreements specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds. The Employer authorizes the parties to such trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Employer. Nothing contained in this Section is intended to require the Employer to become a party to nor be bound by a local collective bargaining agreement except for the employee benefit fund contributions as required herein, nor is the Employer required to become a member of any employer group or association as a condition for making such contributions.

Section 9-4. In order to assure the payment of all applicable fringe benefits, UCOR shall review the certified payroll reports of the Employers to ensure that all applicable fringe benefits are paid appropriately.

#### Section 9-5. Wages and Fringes

The Employer will provide a 12% increase in the current wage rates (identified in the current Construction Labor Agreement between UCOR and the Knoxville Building and Construction Trades Council effective date May 1, 2023). This increase is retroactive to October 1, 2023 and will be paid within 30 days of the Agreement being signed. Fringe amounts for 2024 will remain unchanged until October 1, 2024.

- Wages will be increased for October 1, 2024 through September 30, 2025, 4% on the total wage package (wages and fringe). Local Unions will provide updated wage and fringe sheets no later than August 1, 2024.
- Wages will be increased for October 1, 2025 through September 30, 2026, 4% on the total wage package (wages and fringe). Local Unions will provide updated wage and fringe sheets no later than August 1, 2025.
- Increase to all foreman and general foreman rates:
  - Foremen paid at Journeyman rate +10%
  - General Foremen paid at Journeyman rate +15%

UCOR, NABTU and their local Unions will develop a fair, regional wage survey to be utilized for the duration of the agreement. This method will be approved by the Company and Unions for use beginning October 1, 2026 and continue through 2032.

## **ARTICLE 10**

### **APPRENTICES**

Section 10-1. Recognizing the need to maintain continuing support of programs designed to develop adequate numbers of competent workers in the construction industry, the Employer will employ apprentices in the respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured.

Section 10-2. The Union and Employer agree to the use of pre-apprentices, helpers, subjourneymen or other classifications as applicable to each craft to do work within their craft jurisdiction when these classifications are approved by the Department of Labor as part of a Davis-Bacon wage determination.

Section 10-3. The combined employment of apprentices and other non-journeyman classifications may be thirty-three and one-third percent (33-1/3%) of the craft work force at all times, and the composition of this ratio shall be at the craft's discretion.

## ARTICLE 11

### **PAYMENT OF WAGES-CHECKING IN AND OUT**

Section 11-1. Wages will be paid weekly by check or electronic funds transfer (EFT) on a designated day during working hours and in no case shall more than five (5) days' pay be held back in any one payroll week.

Section 11-2. The Employer may utilize brassing, time clocks or other systems to check employees in and out. Each employee must check himself or herself in and out accurately. The Employer will provide an appropriate number of facilities for checking in and out in an expeditious manner.

Section 11-3. If an Employer fails to provide proper wage payment on payday either by failing to pay at all or by providing employees with unfunded checks, employees so affected shall be entitled to four (4) hours straight time pay for each 24-hour period or portion thereof that said employees must wait to receive the proper payment. The Employer will not be assessed the above penalty if, in the opinion of the Joint Administrative Committee, the reason the Employer failed to make timely payment was due to circumstances beyond its control. Additionally, errors in time sheets or payroll checks that result in an employee being paid an incorrect amount shall not trigger the penalty provided that the Employer pays the employee the correct amount in a timely manner.

## ARTICLE 12

# GRIEVANCE ADJUDICATION PROCEDURE

Section 12-1. It is specifically agreed that in the event any disputes arising out of the interpretation of this Agreement, excluding questions of jurisdiction of work or violation of Article 20, the same shall be settled by means of the procedure set out herein. No such grievance shall be recognized unless called to the attention of the Employer by the Union or to the attention of the Union by the Employer within five (5) working days after the alleged violation was committed, or if the violation was not ascertainable within five (5) working days of first knowledge of the facts giving rise to the grievance. All timelines referenced in this article are exclusive of Fridays, Saturdays, Sundays, and Holidays.

Grievances shall be settled according to the following procedure:

Step 1: The dispute shall be referred to the Business Representative of the local union involved or his designated representative, the Employer's Project Labor Relations Representative, and the appropriate Superintendent at the construction project where the grievance occurred.

Step 2: In the event that the Business Representative of the local union, the Employer's Project Labor Relations Manager, and the appropriate Superintendent at the construction project where the grievance occurred cannot reach agreement within five (5) working days, after a meeting is arranged and held, the matter shall be referred to the International Union and the Labor Relations Manager of the responsible Employer.

Step 3: In the event that the International Representative and the Labor Relations Manager of the Employer are unable to resolve the dispute within ten (10) working days after completion of Step 2, it shall be referred in writing to the Administrator of the Agreement and the Labor Relations Director of the Employer, who shall each identify a review committee. The Review Committee will consist of an equal number of representatives, no less than one (1) member of Management and one (1) member of Labor and no more than three (3) of each appointed by UCOR and NABTU. Each member of the Committee shall have one (1) vote. If a decision is rendered, it shall be binding and final.

If mutually desired by the affected Employer and Union, a representative of the Federal Mediation and Conciliation Services (FMCS), or other mutually agreed to disinterested party could be selected to hear the matter and attempt to guide the parties to a resolution. The intention of this process is to avoid the use of final and binding arbitration, as stated in Step 4.

This process is considered informal, non-binding and cannot be referenced in the event that a Step 4 proceeding is instituted.

Step 4. A Board of Arbitration shall be established, consisting of two (2) representatives of the involved Union and two (2) representatives of the Employer and a fifth member selected by them. The decision of the majority of the Arbitration Board shall be final and binding upon the parties involved. Such decision shall be within the scope and terms of this Agreement, but shall not amend, modify or alter such scope and terms. A decision shall be rendered within ten (10) working days from the time of submission to the Arbitration Board.

If the four representatives are unable to select a neutral party as the fifth member within two (2) working days, they shall call upon the Federal Mediation and Conciliation Service (FMCS) or other mutually agreed upon arbitration body for submission of a list of five (5) names, each of whom shall be a member of the National Academy of Arbitrators. Each party shall alternately strike a name until only one remains and that person shall then serve as the fifth member of the Board of Arbitration. In selecting a neutral party by striking names, in odd numbered years, the Union shall strike first and in even numbered years, the Employer shall strike first.

The expense of the fifth member of the Arbitration Board shall be borne equally by the Union and the involved Employer. Each party shall bear its own expense of arbitration.

The Arbitration Board shall not have authority to render a decision involving a jurisdictional dispute, a work stoppage, nor shall there be any authority to render a decision, the effect of which would amend, modify, or alter this Agreement or its intent. Time limits for resolution of the grievance may be extended in writing by mutual agreement of the parties.

Section 12-2. Settlement of grievances may be arrived at in any step of the grievance procedure and shall be final and binding upon the Union and the Employer. Any such settlement shall not be precedent setting.

Section 12-3. The procedures of this Article are not applicable to disputes arising under Articles 14 Craft Jurisdiction, and 20 Work Stoppages and Lockouts.

## **ARTICLE 13**

### **UNION SECURITY**

Section 13-1. The bargaining unit under this Agreement shall comprise all craft employees who have been referred by a signatory Union and who are employed by the Employer or who will be employed in the future under the terms of this Agreement.

Section 13-2. The Employer recognizes the signatory Unions as the collective bargaining agents for its employees in the jurisdiction of the local Building Trades Council.

Section 13-3. Any Employer performing work within the scope of this Agreement shall conform to the provisions of this Agreement.

Section 13-4. Each Employer and each signatory Union shall alone be liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement. Any alleged breach of this Agreement by an Employer or any dispute between the signatory Union(s) and an Employer respecting compliance with the terms of this Agreement shall not affect the rights, liabilities, obligations and duties between the signatory Unions(s) and any other Employer covered by this Agreement.

## ARTICLE 14

### CRAFT JURISDICTION

The assignment of work will be solely the responsibility of the Employer performing the work involved; and such work assignments will be according to decisions and agreements of record. If no such decisions or agreements exist, then the assignments shall be in accordance with established area practices.

Section 14-1. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature and the Employer's assignment shall be adhered to until the dispute is resolved as follows:

- a) Jurisdictional disputes will be resolved by the Procedural Rules and Regulations for the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry, or any successor plan as approved by the Union. In the event such Board ceases to exist or any successor plan is not approved such disputes shall be resolved by the then existing legal procedures.
- b) Where a jurisdictional dispute involves any Union not a party to this Agreement, it shall be referred for resolution to the International Unions, with which the disputing Unions are affiliated. The resolution of the dispute shall be reduced to writing and signed by representatives of the International Unions and the Employer. The dispute cannot have the effect of slowing down or stopping any part of the work, and the Employer shall be free to exercise any appropriate course of action to resolve the dispute and restrain anyone responsible for the job disruption.
- c) The Employer shall be required to stipulate to the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry for this project only.
- d) Individuals violating this Article may be subject to immediate discharge. Any union violating this article shall forfeit any further claim to the disputed work.
- e) Jurisdictional disputes and/or competing claims over work, of any nature, by any unions will not be subject to or resolvable under the grievance procedure provided in this Agreement.

Section 14-2. In order to safely and efficiently prosecute all work activities, Employers shall assign their work to craft workers who normally perform the identified work scopes, consistent with practices within the construction industry, utilizing skills compatible with safe and efficient prosecution of the work. **ALL EMPLOYERS WILL CONDUCT A PRE-JOB MEETING WITH LOCAL UNIONS AFFILIATED WITH THE KNOXVILLE BUILDING AND CONSTRUCTION TRADES COUNCIL PRIOR TO THE START OF WORK.**

Once the assigning of work is determined by the Employer, employees can, and will perform any work assigned to the extent of the employees' ability to safely perform the work. Disputes between the signatory Unions regarding this section will be resolved according to the procedures embodied in this Article.

## ARTICLE 15

# UNION REPRESENTATION

Section 15-1. Authorized representatives of the Unions and their local unions shall coordinate with the Employer's Labor Relations for access to the Employer's projects, provided they do not interfere with the work of the employees and further provided that such representatives fully comply with the visitor and security rules established by the Employer and/or Owner.

Section 15-2. Each Union which is a party to this Agreement, or its applicable local union, shall have the right to designate a working journeyman as a Steward. Such designated Steward shall be a qualified employee performing the work of that craft and shall not exercise any supervisory functions. Each Steward shall be concerned with the employees of the Steward's Employer and not with the employees of any other Employer.

Section 15-3. On projects where the Owner's personnel may be working in close proximity of the construction activities, the Unions agree that under any and all conditions Union representatives, Stewards, and individual employees will not interfere in any manner with the Owner's personnel or with the work which is being performed by the Owner's personnel.

## **ARTICLE 16**

# **TRAVEL AND SUBSISTENCE**

Section 16-1. This Agreement is developed to ensure that projects can be staffed with Local labor workforce, thus minimizing the need for travelers from outside the local union's jurisdiction. In the event that specialty work requires hiring travelers, the Employer and the Union will negotiate mutually agreeable rates.

## ARTICLE 17

# GENERAL WORKING CONDITIONS

Section 17-1. The selection of craft foremen and/or general foremen and the number of foremen required shall be entirely the responsibility of the Employer, it being understood that in the selection of such foremen and/or general foremen the Employer will give primary consideration to the qualified individuals available in the local area. After giving such consideration, the Employer may select such individuals from other areas. All foremen shall take orders from the designated Employer representatives. Employer may require general foremen and foremen to be working employees.

Section 17-2. There shall be no limit on production by employees nor restrictions on the full use of tools or equipment. Employees using tools shall perform any of the work of the trade and shall work under the direction of the craft foremen. There shall be no restrictions on efficient use of craftworker other than as may be required by safety regulations.

Section 17-3. Employees shall be at their place of work at the starting time fully dressed and ready to work, and shall remain at their place of work performing their assigned functions under the supervision of the Employer until quitting time. The parties reaffirm their policy of a fair day's work for a fair day's wage.

Section 17-4. All equipment assigned to a project shall be under the control of the Employer. The Employer shall have the right to determine how many pieces of equipment an individual employee shall operate. In an emergency, foremen shall operate any equipment assigned by the Employer, and there shall be no restriction on foremen in the use of the tools of his or her craft in such emergency. The foremen shall be from the craft normally operating the equipment. In accordance with currently recognized craft jurisdiction, the Employer shall determine the assignment of employees to start, stop, and maintain small portable construction equipment. Such work may be assigned to craft employees within a reasonable distance of their primary duties, or an employee may be assigned full time to start, stop and maintain the Employer's small, portable equipment on the job site. There shall be no overstaffing of this type of equipment.

Section 17-5. The Employer may utilize the most efficient methods or techniques of construction, tools or other labor-saving devices to accomplish the work. Practices not a part of the terms and conditions of this Agreement, stand by crews and featherbedding practices will not be recognized.

Section 17-6. It is recognized that specialized or unusual equipment may be installed and/or serviced by individuals who have special training, skill, or qualifications and are not covered by this Agreement. Testing, inspection, or service performed on plant equipment under warranty may be performed by the vendor's personnel.

Section 17-7. Neither the Union nor its local unions shall coerce or in any way interfere with the Owner's personnel, operation or facilities at the plant site. The Owner's right to contract directly with other companies for work at the plant site shall not be limited, and the Union shall cooperate and not interfere with the Employer's operations.

Section 17-8. It is agreed that overtime is undesirable and not in the best interest of the industry or the employees; therefore, except in unusual circumstances, overtime will not be worked. Where unusual circumstances do exist, however, the Employer will have the right to assign specific employees and/or crews to perform such overtime work as is necessary to accomplish the job.

Section 17-9. There will be no rest periods, organized coffee breaks or other non-working time established during working hours.

Section 17-10. The Employer shall establish such reasonable project rules as the Employer deems appropriate. These rules will be reviewed at the pre-job conference and posted at the project site by the Employer and may be amended thereafter as necessary.

## **ARTICLE 18**

### **SAFETY**

Section 18-1. The Union's role in safety and health is advisory. The Employer encourages the Union's active participation. The Union recognizes the desirability of maintaining safe and clean working conditions at all times and agrees to cooperate with the Employer in maintaining these conditions.

Section 18-2. The Employer and Union recognize the importance of maintaining a safe working environment, cooperating toward the objective of eliminating health and safety hazards by educating, training, and encouraging employees to follow all health and safety rules and procedures.

Section 18-3. All employees shall be required to conform to all health and safety rules, regulations, procedures, applicable OSHA regulations, or any safety rule that the Employer issues as a condition of continued employment. The Employer will continue to maintain all As Low As Reasonably Achievable (ALARA) Programs.

Section 18-4. Occupational accident injury and illness records shall be kept and maintained by the Employer.

Section 18-5. The Employer shall maintain a current file of materials as specified in (a) below known to be in use in the Plant. This information shall be available upon request to the Union.

- a) The Employer will endeavor to identify all materials known to be toxic to humans. Specifically, the Employer shall identify:
  - Materials regulated by OSHA by Permanent or Emergency Temporary Standard.
  - Materials currently subject to the OSHA Standard-Setting Process.
  - Materials for which NIOSH has recommended a standard.
  - Materials for which ACGIH has set standards.
  - Materials for which a NIOSH Current Intelligence Bulletin has been issued.
- b) The Employer shall maintain a current Health and Safety Library including as a minimum:

The OSHA General Industry Standards and other OSHA Standards which may apply.

- NIOSH Criteria Documents on materials recognized as hazardous in use in the plant.
- The current ACGIH TLV list and Documentation of TMV's.
- All NIOSH Current Intelligence Bulletins.
- Material Safety Data Sheets.

Section 18-6. The Employer shall continue to provide medical service and facilities for the proper treatment of cases resulting from injury or illness obtained while in the plant. Copies of the reports of the medical findings made by the Employer's medical service or reports of outside medical services used by the Employer shall be available on request to the employee. The confidentiality of medical results shall be respected.

Section 18-7. No employee who, in good faith, believes that there exists an unsafe condition, changed from the normal hazards inherent in the operation, so that there is risk of death or serious injury, shall be required to continue work on that job until its safety is evaluated. All employees shall have the right and responsibility to report unsafe conditions and to stop unsafe work without fear of reprisal.

Section 18-8. Employees shall be provided with safety instructions to assure that assigned duties may be performed safely. Employees shall be informed of the potential hazards of any materials known to be hazardous or toxic to humans to which they are exposed. Training records pertaining to the above that are retained by the Employer will be made available to the Union upon request.

Section 18-9. The Union agrees to encourage Employees to wear required, Employer-provided, protective clothing and safety equipment necessary for the safety and health of all employees.

Section 18-10. The Employer shall determine the worker exposure levels to potentially hazardous chemical substances or physical agents. The results shall be compared to the prescribed standard exposure limits in the current DOE Order.

Section 18-11. Periodic medical evaluations shall be conducted by or under the supervision of the Employer's physician and shall be made available to all employees at no cost to the employee. An employee, upon request, shall have the opportunity of discussing the results of his or her medical examination with the Employer.

Section 18-12. If an employee sustains an injury or occupational disease covered under the applicable state Worker's Compensation Act and applies for worker's compensation through the state; evaluation, treatment, and care will be managed by the Employers procedure.

## ARTICLE 19

# ILLEGAL DRUGS, CONTROLLED SUBSTANCES, CONTRABAND, WEAPONS, STOLEN PROPERTY AND UNAUTHORIZED ITEMS

Section 19-1. The Employer is committed to the establishment and maintenance of a safe and efficient work environment for all employees free from the effects of alcohol, illegal drugs, other controlled substances, and prohibited items. This article establishes the guidelines applicable to all Employer operations.

Section 19-2. This Article prohibits the use, possession, concealment, transportation, promotion or sale of the following items or substances on Employer/Owner premises\*:

- a) Illegal drugs, designer and synthetic drugs, prohibited drugs and drug-related paraphernalia
- b) Controlled substances such as medications when usage is abused
- c) Use of medications without a valid prescription
- d) Alcoholic beverages
- e) Firearms, weapons and ammunition
- f) Unauthorized explosives
- g) Stolen property or contraband

\*NOTE: Employer/Owner premises refer to all property, offices, facilities, land, buildings, structures, fixtures, installations, aircraft, automobiles, vessels, trucks and all other vehicles and equipment - whether owned, leased or used.

Section 19-3. Employees who violate this Article and/or the Employer's established Substance Abuse Prevention Program will be subject to disciplinary action up to and including termination.

Section 19-4. The Employer reserves the right to establish drug and/or alcohol search and screening procedures consistent with applicable local, state and federal laws.

Section 19-5. The Union shall support the Employer in the development, implementation and administration of the substance abuse prevention programs.

Section 19-6. The Employer and all employees will participate in and fully comply with any Owner-imposed substance abuse prevention programs when such programs are a contractual condition.

## ARTICLE 20

# WORK STOPPAGES AND LOCKOUTS

Section 20-1. During the term of this Agreement there shall be no strikes, sympathy strikes, picketing, work stoppages, slow-downs, interference with the work or other disruptive activity for any reason by the Union, its applicable local Union or by any employee and there shall be no lockout by the Employer. Failure of any Union, local union or employee to cross any picket line established at the Employer's project site is a violation of this Article.

Section 20-2. The Union and its applicable local union shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity, even of a momentary nature, at the Employer's project site and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the project shall be terminated.

Section 20-3. Neither the Union nor its applicable local union shall be liable for acts of employees for which it has no responsibility. The International Union General President(s) will immediately instruct, order and use the best efforts of his or her office to cause the local union(s) to cease any violations of this Article. An International Union complying with this obligation shall not be liable for unauthorized acts of its local union. The principal officer or officers of a local union will immediately instruct, order and use the best efforts of his or her office to cause the employees the local union represents to cease any violations of the Article. A local union complying with this obligation shall not be liable for unauthorized acts of employees it represents. The failure of the Employer to exercise its right in any instances shall not be deemed a waiver of its right in any other instance.

Section 20-4a. The Union(s) agrees that if any union or any other persons, whether parties to the Agreement or otherwise, engage in any picketing or work stoppage, the signatory Unions shall consider such work stoppage or picketing to be illegal, and refuse to honor such picket line or work stoppage.

Section 20-4b. In the event of any work stoppage, strike, sympathy strike, picketing, interference with the work or other disruptive activity, even of a momentary nature, in violation of this Article, the Employer may suspend all or any portion of the project work affected by such activity at the Employer's discretion and without penalty.

Section 20-5. There shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns, interference with the work or other disruptive activity affecting the project site during the term of this Agreement. Any Union or local union which initiates or participates in a work stoppage in violation of this Article, or which recognizes or supports the work stoppage of another Union or local union which is in violation of this Article, agrees as a remedy for said violation, to pay damages.

## ARTICLE 21

# SUBCONTRACTING

Section 21-1. Any Subcontractor, of whatever tier, performing covered work on these project sites shall become signatory to this Agreement. Such Subcontractor shall indicate their acceptance of the terms and conditions of this Agreement by signing the Agreement and by delivering a copy to the appropriate Union(s) prior to commencement of work on a project site. All Subcontractors, of whatever tier, will arrange and conduct a pre-job conference with the signatory Unions of the local Building and Construction Trades Council prior to starting their work on a project. Work will not proceed in the event that a pre-job conference is not arranged and held.

Section 21-2. All Subcontractors will be required to pay a total wage and benefit package as contained in Appendix A of this Agreement through the duration of their work on the project and will provide certified payrolls to the appropriate Employer's Contract Administrator which will be available to the Union upon request.

## **ARTICLE 22**

# **AMENDMENTS**

Section 22-1. Amendments to this Agreement, which are required to place the Employer in a more competitive position, may be established by the Employer and the Union(s), through NABTU or under an appropriate provision of a National Agreement which directly addresses the competitive problem. Such an agreement shall be reduced to writing and shall be considered an extension and part of this Agreement for the particular project.

Section 22-2. Any need for interpretation which might arise from the application of the terms of an amendment, established under this Agreement, shall be referred directly to the Joint Administrative Committee for resolution.

## **ARTICLE 23**

### **GENERAL SAVINGS CLAUSE**

Section 23-1. If any Article or provision of this Agreement shall be declared invalid, inoperative or unenforceable by any competent authority of the executive, legislative, judicial or administrative branch of the Federal or any State government, the Employer and the Union shall suspend the operation of such Article or provision during the period of its invalidity and shall substitute by mutual consent, in its place and stead, an Article or provision which will meet the objections to its validity and which will be in accord with the intent and purpose of the Article or provision in question.

Section 23-2. If any Article or provision of this Agreement shall be held invalid, inoperative or unenforceable by operation of law or by any of the above-mentioned tribunals of competent jurisdiction, the remainder of this Agreement or the application of such Article or provision to persons or circumstances other than those as to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.

## ARTICLE 24

### HELMETS TO HARDHATS

Section 24-1. The Employers and Unions recognize a desire to facilitate the entry into the building and construction trades of veterans and members of the National Guard and Reserves who are interested in careers in the building and construction industry. The Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center"), a joint Labor-Management Cooperation Trust, established under the authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. Section 175(a), and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. Section 186(c)(9), and a charitable tax exempt organization under Section 501(c)(3) of the Internal Revenue Code, and the Center's "Helmets to Hardhats" program.

Section 24-2. Each Employer performing work covered by this Agreement shall contribute to the Center five cents (\$0.05) per hour for each hour worked by each individual employee covered by this Agreement. Payment shall be forwarded monthly to the Center by the Employer. The parties shall develop a contribution form and include it as a Bulletin to the Agreement.

Section 24-3. Once an Employer has been notified by certified mail, return receipt requested, that it is delinquent in contributions to the Center, and does not respond positively by forwarding said contributions to the appropriate place of receipt within twenty (20) business days, the affected union may legally withhold the services of its members. Nothing contained herein shall permit a Union to establish picketing or hand billing of any kind at any of the Employers' jobsites where this Agreement is in place.

Section 24-4. The Employer adopts and agrees to be bound by the written terms of the Center's legally established trust agreement. The Employer authorizes the parties to such trust agreement to appoint trustees and successor trustees to administer the trust fund and hereby ratifies and accepts the trustees so appointed as if made by the Employer. Nothing contained in this Bulletin is intended to require the Employer to become a party to nor be bound by a local collective bargaining agreement nor is the Employer required to become a member of any Contractor group or association as a condition for making contributions.

## ARTICLE 25

### TERM OF AGREEMENT

Section 25-1. This Agreement shall be effective on all projects approved in accordance with the procedures set forth in Article 4 which commence after 12:01 a.m., October 1, 2023 and until 12:01 a.m., September 30, 2032, and shall continue in full force and effect from year to year thereafter unless changed or terminated as provided for in Section 24.2 of this Article. Should the Employer's contract with the Owner be extended until 2037, this Agreement will remain in effect through the adjusted prime contract period. All project agreements negotiated prior to the effective date of this Agreement shall remain in full force and effect for the duration of that project unless the parties thereto agree otherwise.

Section 25-2. Either UCOR or NABTU, on behalf of its signatory International Unions, desiring to change this Agreement must notify the other side in writing at least sixty (60) days, but not more than ninety (90) days prior to the anniversary date of this Agreement. A meeting will be scheduled within sixty (60) days of receipt of the request. Mutually agreed upon changes will be incorporated as a Bulletin to the contract effective the anniversary date of that year.

If notification is given by either party in accordance with this paragraph, and the parties have been unable to reach agreement on provisions of a new Agreement prior to such expiration date, the Agreement shall continue to be binding on a day-to-day basis until a new Agreement is established. Either party may treat this collective bargaining agreement as cancelled after the expiration date by giving written notice of such intent to the other party.

Section 25-3. This Agreement shall not be amended or supplemented except by mutual consent of the parties hereto, reduced to writing and duly signed by each.

Section 25-4. This Agreement shall remain in full force and effect for the duration of any project where construction work has commenced under the terms of this Agreement, or the Agreement has been approved for implementation.

# NATIONAL PROJECT LABOR AGREEMENT

## SIGNATURE PAGE

This Agreement shall be in full force and effect for a period of one (1) year from the October 1, 2023, and shall continue from year to year thereafter unless sixty (60) days' notice of termination is given by either party.

Signed this 8<sup>th</sup> day of March, 2024.

FOR THE COMPANY:



Len Morgan, Labor Relations and Management Director  
United Cleanup Oak Ridge LLC, **UCOR**



Chris Lehman, Project Manager  
Turnkey Technical Services, LLC

# NATIONAL PROJECT LABOR AGREEMENT

## SIGNATURE PAGE

This Agreement shall be in full force and effect for a period of one (1) year from the October 1, 2023, and shall continue from year to year thereafter unless sixty (60) days' notice of termination is given by either party.

Signed this 15th day of March 2024.

FOR THE UNIONS:



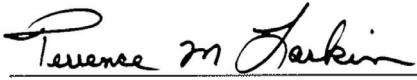
Sean McGarvey, President  
North America's Building Trades Unions



Brandon Bishop, Secretary-Treasurer  
North America's Building Trades Unions

**FOR THE UNIONS:**

International Association of Heat and Frost Insulators and Allied Workers

By:   
Name: Terrence M. Larkin  
Title: General President


March 15, 2024

International Brotherhood of Boilermakers Iron Ship Builders, Blacksmiths, Forgers, and Helpers

By:   
Name: Warren Fairley  
Title: International President


March 15, 2024

International Union of Bricklayers and Allied Craftworkers

By:   
Name: Timothy Driscoll  
Title: President


March 15, 2024

United Brotherhood of Carpenters and Joiners of America

By:   
Name: Douglas J. McCarron  
Title: General President

March 15, 2024

Operative Plasterers' and Cement Masons' International Association

By:   
Name: Kevin D. Sexton  
Title: General President


March 15, 2024

International Brotherhood of Electrical Workers

By:   
Name: Kenneth Cooper  
Title: International President

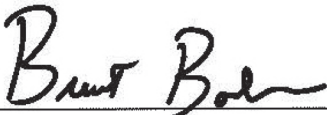
March 15, 2024

International Association of Bridge, Structural and Ornamental and Reinforcing Iron Workers

By:   
Name: Eric Dean  
Title: General President

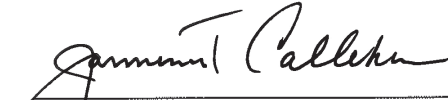
March 15, 2024

Laborers' International Union of North America

By:   
Name: Brent Booker  
Title: General President

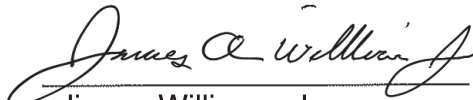
March 15, 2024

International Union of Operating Engineers

By:   
Name: James T. Callahan  
Title: General President


March 15, 2024

International Union of Painters and Allied Trades

By:   
Name: Jimmy Williams, Jr.  
Title: General President

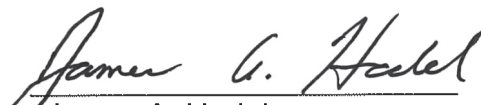
March 15, 2024

United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada

By:   
Name: Mark McManus  
Title: General President


March 15, 2024

United Union of Roofers, Waterproofers and Allied Workers

By:   
Name: James A. Hadel  
Title: International President

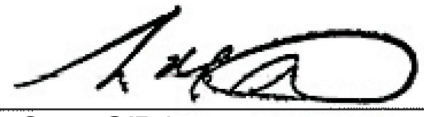
March 15, 2024

International Association of Sheet Metal, Air, Rail and Transportation Workers

By:   
Name: Michael Coleman  
Title: General President


March 15, 2024

International Brotherhood of Teamsters.

By:   
Name: Sean O'Brien  
Title: General President

March 15, 2024

International Union of Elevator Constructors

By:   
Name: Frank Christensen  
Title: General President

March 15, 2024

**APPENDIX A**  
**Wage and Fringe**  
**Tables**  
**(By Affiliate)**

BOILERMAKERS	LOCAL NO. 454
BRICKLAYERS	LOCAL NO. 8
CARPENTERS' SE REGIONAL COUNCIL –	LOCAL NO. 50
CEMENT MASONS	LOCAL NO. 148
IBEW	LOCAL NO. 270
INSULATORS	LOCAL NO. 46
IRONWORKERS	LOCAL NO. 384
LABORERS	LOCAL NO. 818
MILLWRIGHTS	LOCAL NO. 1554
OPERATING ENGINEERS	LOCAL NO. 917
PAINTERS	LOCAL NO. 437
PIPEFITTERS	LOCAL NO. 102
ROOFERS	LOCAL NO. 136
SHEETMETAL WORKERS	LOCAL NO. 5
ROAD SPRINKLER FITTERS	LOCAL NO. 669
TEAMSTERS	LOCAL NO. 519

Attachment 1  
Effective 10/01/2025

Boilermakers LOCAL NO. 454
----------------------------

Journeyman	\$43.09
Foreman (+10%)	\$47.40
General Foreman (+15%)	\$49.55

Fringe Benefits

Welfare	\$8.83/hour
Pension	\$10.58/hour
National Apprentice	\$1.14/hour
Helmets to Hardhats	\$0.05/hour

Apprentice Rates

Probationary/1 <sup>st</sup>	70% of Journeyman	\$30.16
2nd Period	75% of Journeyman	\$32.32
3rd Period	80% of Journeyman	\$34.47
4th Period	85% of Journeyman	\$36.63
5th Period	90% of Journeyman	\$38.78
6th Period	95% of Journeyman	\$40.94

*NOTE: Apprentice rates will start at 70%*

Attachment 1  
Effective 10/01/2025

Bricklayers	LOCAL NO. 8
-------------	-------------

Journeyman	\$41.14
Foreman (+10%)*	\$45.25
General Foreman (+15%)*	\$47.31

Fringe Benefits

Health and Welfare	\$6.45/hour
Pension	\$1.50/hour
IU Pension PPA	\$1.20/hour
Pension Annuity	\$1.60/hour
Training (IMI)	\$0.70/hour
Helmets to Hardhats	\$0.05/hour

Apprentice Rates

1st 6 months	70% of Journeyman	\$28.80
2nd 6 months	75% of Journeyman	\$30.86
3rd 6 months	80% of Journeyman	\$32.91
4th 6 months	85% of Journeyman	\$34.97
5th 6 months	90% of Journeyman	\$37.03

*\*Differential based on Foreman 10% and General Foreman 15% above highest-paid Journeyman supervised*

Attachment 1  
Effective 10/01/2025

Carpenters Southeastern Regional Council LOCAL NO. 50
---

Journeyman	\$35.20
Welder (+0.25)	\$35.45
Pile Driver (+0.25)	\$35.45
Foreman (+10%)	\$38.72
Welder/Pile Driver Foreman (+10%)	\$38.72
General Foreman (+15%)	\$40.48
Welder/Pile Driver General Foreman (+15%)	\$40.48

Fringe Benefits

Health and Welfare	\$5.00/hour
Pension	\$6.80/hour
Supplemental Pension	\$4.50/hour
MSCRC Training Trust	\$1.10/hour
Helmets to Hardhats	\$0.05/hour

Journeymen Carpenters employed under this agreement shall complete eight (8) hours of Journeyman Upgrade Training annually. The training will be under the supervision and control of the Mid-South Carpenters Regional Council Joint Apprenticeship and Training Committee. Individuals who do not complete this required training annually shall not be entitled to the scheduled pay increase.

Apprentice Rates

*Apprentices who perform welding will be paid an additional \$0.25/hour while performing this activity*

1st year	70% of Journeyman/Welder	\$24.64
2nd year	80% of Journeyman/Welder	\$28.16
3rd year	90% of Journeyman/Welder	\$31.68
4th year	95% of Journeyman/Welder	\$33.44

\*Differential based on Foreman 10% and General Foreman 15% above highest-paid Journeyman supervised

Attachment 1  
Effective 10/01/2025

Cement Masons	LOCAL NO. 148
---------------	---------------

Journeyman	\$35.02
Grinding Machine Operator (+15% of Journeyman)	\$40.27
Foreman (+10% of Journeyman)	\$38.52
Grinding Machine Foreman (+10% of GMO)	\$44.30
General Foreman (+15% of Journeyman)	\$40.27
Grinding Machine General Foreman (+15% GMO)	\$46.31

Fringe Benefits

Health and Welfare	\$5.40/hour
Defined Contribution Pension	\$2.99/hour
INT Training Fund (0.13% total package) **	\$0.06/hour
Local Apprentice Training Fund	\$0.80/hour
Helmets to Hardhats	\$0.05/hour

*\*\*Journeyman rate*

Apprentice Rates

1st 6 months	70% of Journeyman	\$24.51
2nd 6 months	75% of Journeyman	\$26.27
3rd 6 months	80% of Journeyman	\$28.02
4th 6 months	85% of Journeyman	\$29.77
5th 6 months	90% of Journeyman	\$31.52
6th 6 months	95% of Journeyman	\$33.27

NOTE: Apprentice rates will start at 70%

\*Differential based on Foreman 10% and General Foreman 15% above highest-paid Journeyman supervised

Attachment 1  
Effective 10/01/2025

IBEW	LOCAL NO. 270
------	---------------

Journeyman Wireman	\$37.10
Journeyman Wireman (When splicing cable +10% above J/M rate)	\$40.81
Foreman (+10% Journeyman rate)	\$40.81
Cable Splicer Foreman (+10% above C/S rate)	\$44.89
General Foreman (+15% Journeyman rate)	\$42.67
Cable Splicer General Foreman (+15% above C/S, J/M rate)	\$51.62

Fringe Benefits

Health and Welfare	\$8.70/hour
Retirement Fund	\$10.20/hour
NEBF Pension	3% of gross
Training – JATC	2% of gross
Helmets to Hardhats	\$0.05/hour

Apprentice Rates\*

1st period	0-1000 hours	70% of Journeyman	\$26.00
2nd period	1000-2000 hours	75% of Journeyman	\$27.85
3rd period	2000-3500 hours	80% of Journeyman	\$29.70
4th period	3500-5000 hours	85% of Journeyman	\$31.55
5th period	5000-6500 hours	90% of Journeyman	\$33.40
6th period	6500-8000 hours	95% of Journeyman	\$35.25

*\*Apprentice rates rounded off to the nearest nickel*

**Journeyman Wireman Total package** **\$57.90**

**\*IBEW Local 270 working assessments are 5.5% \***

Attachment 1  
Effective 10/01/2025

Insulators LOCAL NO. 46
-------------------------

Journeyman	\$40.92
Foreman (+10%)*	\$45.01
General Foreman (+15%)*	\$47.06

Fringe Benefits

Health and Welfare	\$8.99/hour
Pension & Pension Rehab	\$7.60/hour
Annuity Fund	\$3.50/hour
Local Apprentice Training Fund	\$0.20/hour
Helmets to Hardhats	\$0.05/hour

Apprentice Rates

1st year	70% of Journeyman	\$28.64
2nd year	80% of Journeyman	\$32.74
3rd year	90% of Journeyman	\$36.83
4th year	95% of Journeyman	\$38.87

*\*Differential based on Foreman 10% and General Foreman 15% above Journeyman*

Attachment 1  
Effective 10/01/2025

Ironworkers	LOCAL NO. 384
-------------	---------------

Journeyman	\$35.50
Foreman (+10%)*	\$39.05
General Foreman (+15%)*	\$40.83
Sketchman (+10%)*	\$39.05

Fringe Benefits

Health and Welfare	\$6.22/hour
Pension	\$8.00/hour
Annuity Fund	\$1.90/hour
Local Apprenticeship Training	\$1.34/hour
IMPACT	\$0.22/hour
Helmets to Hardhats	\$0.05/hour

Apprentice Rates

1st year	70% of Journeyman	\$24.85
2nd year	80% of Journeyman	\$28.40
3rd year	90% of Journeyman	\$31.95
4th year	95% of Journeyman	\$33.73

*NOTE: Apprentice rates will start at 70%*

*\*Differential based on Foreman 10% and General Foreman 15% above  
Journeyman*

Attachment 1  
Effective 10/01/2025

<b>Laborers LOCAL NO. 818</b>
-------------------------------

Group I	\$26.20
Group II	\$26.70
Group III	\$28.15
Laborer Foreman (+10%)*	\$30.97
General Foreman (+15%)*	\$32.37

Fringe Benefits

Health and Welfare	\$4.60/hour
Pension	\$4.55/hour
Southeast Laborers Supplemental Pension	\$0.25/hour
Laborers Southeast Training Fund	\$0.75/hour
LECET	\$0.17/hour
Helmets to Hardhats	\$0.05/hour

**Group I**      General/Common Construction Laborer

**Group II**      Acetylene Burner; Air Tool Operator; Asphalt Raker; Chain Saw Operator and Filer; Flagman; Form Setter and Stripper; Graderman; Jackhammer; Mason Tender; Mortar Mixer; Pipelayer; Pot Man; Power Buggies; Plasterer Tender; Vibrator; Snakeman; Tamper and Compactor; Yarner; All Power-Driven Tool Operators.

**Group III**      Blaster; Powderman; Cassion Hole Man; Chuck Tender; Concrete Gun Operator - Nozzleman; Tunnel Laborer; Tunnel Miner; Wagon Drill Operator

Apprentice Rates

1st year	0-1000 hours	*80% of Journeyman	\$22.52
2nd year	1000-2000 hours	*85% of Journeyman	\$23.93
3rd year	2000-3000 hours	*90% of Journeyman	\$25.34
4th year	3000-4000 hours	*95% of Journeyman	\$26.74

*\* Foreman/General Foreman differential, and apprentice rates are based on Group III rate*

Attachment 1  
Effective 10/01/2025

Millwrights	LOCAL NO. 1554
-------------	----------------

Journeyman	\$39.23
Foreman (+10%)*	\$43.15
General Foreman (+15%)*	\$45.12

Fringe Benefits

Health and Welfare	\$5.00/hour
Pension	\$5.00/hour
Supplemental Pension Fund	\$4.50/hour
Apprentice Fund	\$1.27/hour
Helmets to Hardhats	\$0.05/hour

Apprentice Rates

1st year	70% of Journeyman	\$27.46
2nd year	80% of Journeyman	\$31.38
3rd year	90% of Journeyman	\$35.31
4th year	95% of Journeyman	\$37.27

NOTE: Apprentice rates will start at 70%

\*Differential based on Foreman 10% and General Foreman 15% above Journeyman

Working Dues 4% of Gross Pay

Attachment 1  
Effective 10/01/2025

Operating Engineers LOCAL NO. 917
-----------------------------------

Group AA Journeyman	\$41.03
Group A Journeyman	\$37.49
Group B Journeyman	\$34.23
Group C Journeyman	\$26.97
Group D Journeyman	\$23.84

Foreman	10% above highest paid Journeyman on the job
General Foreman	15% above highest paid Journeyman on the job

Fringe Benefits

Health and Welfare	\$4.80/hour
Pension	\$9.80/hour
Apprenticeship Training	\$0.70/hour
National Training Fund	\$0.10/hour
Helmets to Hardhats	\$0.05/hour

Apprentice Rates

1st period	6 months	*70% of Journeyman	\$28.73
2nd period	12 months	*80% of Journeyman	\$32.83
3rd period	12 months	*90% of Journeyman	\$36.93
4th period	6 months	*95% of Journeyman	\$38.98

*Note: Apprentice rates will start at 70%*

*\*Based on the AA rate*

Operating Engineers LOCAL NO. 917
-----------------------------------

GROUP AA

Fixed or hydraulic boom cranes, side boom tractors, cherry pickers, tower cranes, cab operated overhead cranes.

GROUP A

Backhoes; Cableways; Ross Carrier; Clamshells; Cranes; Derricks; Draglines; Tournapulls; Pans; Scrapers; Scoops; ETC.; Head Tower Machines; Locomotives (over 20 tons); Shovels; Mechanics & Welders; Winch Trucks with A-Frame; Skinner Scoops; Locomotive Cranes; Overhead Cranes; Pile Drivers; Skid Rigs; Euclid Loaders; Hoist (any size handling steel or stone); Derrick Boats; Engines used in connection with hoist material with an attached device on lower or Engine; Mucking Machines; Hi-Lifts or End Loaders; Finished Graders; Skylift; Gradall; Dozers; Earth Augers and Pole Machine Operators; Core Drill and Foundation Drills; Greaser.

GROUP B

Tractors; Farm-Type Tractors with Attachments; Central Compressor Plants Elevators used for hoisting building material; Central Mixing Plants; Hoist; Pump Crete Machines; Concrete Pumps; Trenching Machines; Backfiller (other than cranes); Crushing Plant Operators; Elevating Graders; Paving Machine Operators (Blacktop); Fork-lift; Paving Machines (concrete); Boat Operator or Engineer (30 tons or over); Tracmobile; Maintainers; Blacktop Rollers; Switchman; Locomotive (under 20 tons).

GROUP C

Asphalt Plant Operators; Barber Green Type Loaders; Engine Tender other than Stear; Mixers (over 2 bags not to include Central Plants); Pumps (2 or more); Rollers; Sub-Grader Machine; Tractors; Farm- Type Tractors without attachments; Cable Head Tower Engineman; Dredge Booster Pump Operator; Boat Operator or Engineer (under 30 tons); Finishing Machine; Fireman and Oiler combination; Motor Crane Oiler and Driver; Welding Machines (2 or more); Heaters (stationary or portable); Compressors (portable - 2 or more); or Fuel Trucks.

Attachment 1  
Effective 10/01/2025

GROUP D

Air Compressor (1 portable); Fireman; Portable Crushers; Welding Machines (1 portable) Conveyors, Pump (1); Oiler; Heater (1)

In accordance with currently recognized craft jurisdiction, the contractor shall determine the assignment of employees to start, stop, and maintain small portable construction equipment. Such work may be assigned to craft employees in addition to their primary duties, or a craft employee may, at the discretion of the contractor, be assigned full time to start, stop, and maintain the contractor's small portable equipment of the job site. There shall be no overmanning of this type of equipment.

Oilers or apprentices shall not be required on equipment of less than seventy-five (75) ton capacity.

Attachment 1  
Effective 10/01/2025

Painters LOCAL NO. 437
------------------------

Journeyman Painter, Glazier & Drywall Finisher	\$39.99
Foreman (+10%)*	\$43.99
General Foreman (+15%)*	\$45.99

Fringe Benefits

Welfare	\$4.45/hour
Pension	\$7.41/hour
DC 77 FTI	\$0.70/hour
DC 77 LMF	\$0.10/hour
LMCI	\$0.05/hour
IUPAT FTI	\$0.10/hour
<u>Helmets to Hardhats</u>	<u>\$0.05/hour</u>
<b>TOTAL FRINGE</b>	<b>\$12.86/hour</b>

Apprentice Rates

1st 6 months	70% of Journeyman	\$27.99
2nd 6 months	75% of Journeyman	\$29.99
3rd 6 months	80% of Journeyman	\$31.99
4th 6 months	85% of Journeyman	\$33.99
5th 6 months	90% of Journeyman	\$35.99
6th 6 months	95% of Journeyman	\$37.99

*NOTE: Apprentice rates will start at 70%*

*\*Differential based on Foreman 10% and General Foreman 15% above highest paid Journeyman supervised*

Attachment 1  
Effective 10/01/2025

Plumbers & Steamfitters; Pipefitters	LOCAL NO. 102
--------------------------------------	---------------

Journeyman	\$40.56
Foreman (+10%)	\$44.62
General Foreman (+15%)	\$46.64
Sketchman (+10%)	\$44.62

Fringe Benefits

Pension/Annuity	\$9.30/hour
Health and Welfare	\$6.30/hour
Apprentice Education Fund	\$1.42/hour
Helmets to Hardhats	\$0.05/hour

Apprentice Rates

1st year	70% of Journeyman	\$28.39
2nd year	75% of Journeyman	\$30.42
3rd year	80% of Journeyman	\$32.45
4th year	85% of Journeyman	\$34.48
5th year	90% of Journeyman	\$36.50

*NOTE: Apprentice rates will start at 70%*

Total Wage Package	\$57.63
Benefits Total	\$17.07

Attachment 1  
Effective 10/01/2025

Road Sprinkler Fitters    LOCAL NO. 669
---

Journeyman	\$38.31
Foreman (+10%)	\$42.14
Sketchman (+10%)	\$42.14
General Foreman (+15%)	\$44.06

Fringe Benefits

Health and Welfare	\$12.40/hour
Pension	\$7.40/hour
SIS Fund	\$2.73/hour
Education	\$0.54/hour
Helmets to Hardhats	\$0.05/hour

Apprentice Rates

All Apprentices paid according to the following schedule with increases occurring every 6 months

Class #1	70% of Journeyman	\$26.82
Class #2	73% of Journeyman	\$27.97
Class #3	76% of Journeyman	\$29.12
Class #4	79% of Journeyman	\$30.27
Class #5	82% of Journeyman	\$31.41
Class #6	85% of Journeyman	\$32.56
Class #7	88% of Journeyman	\$33.71
Class #8	91% of Journeyman	\$34.86
Class #9	94% of Journeyman	\$36.01
Class #10	97% of Journeyman	\$37.16

Attachment 1  
Effective 10/01/2025

Roofers LOCAL NO. 136
-----------------------

Journeyman	\$28.00
Foreman (+10%)*	\$30.80
General Foreman (+15%)*	\$32.20

Fringe Benefits

Health and Welfare	\$6.47/hour
Pension	\$2.85/hour
Research and Education	\$0.09/hour
Apprentice Training	\$0.30/hour
Helmets to Hardhats	\$0.05/hour

Apprentice Rates

1st 6 months	70% of Journeyman	\$19.60
2nd 6 months	80% of Journeyman	\$22.40
3rd 6 months	90% of Journeyman	\$25.20
4th 6 months	95% of Journeyman	\$26.60

NOTE: Apprentice rates will start at 70%

\* Foreman differential is 10% above Journeyman, and General Foreman is 15% above Journeyman

Attachment 1  
Effective 10/01/2025

Sheetmetal Workers LOCAL NO. 5
--------------------------------

Journeyman	\$39.00
Sketchman (+10%)*	\$42.90
Foreman (+10%)*	\$42.90
General Foreman (+15%)*	\$44.85

Fringe Benefits

Pension	\$6.43/hour
401k	\$4.45/hour
Health and Welfare	\$4.60/hour
SASMI (3% of wages, 401k, H&W)	\$1.44/hour
Apprentice Training	\$1.28/hour
National Training Fund	\$0.19/hour
Helmets to Hardhats	\$0.05/hour

Apprentice Rates

1st year	70% of Journeyman	\$27.30
2nd year	80% of Journeyman	\$31.20
3rd year	90% of Journeyman	\$35.10
4th year	95% of Journeyman	\$37.05

*NOTE: Apprentice rates will start at 70%*

Attachment 1  
Effective 10/01/2025

Teamsters LOCAL NO. 519
-------------------------

Warehouseman	\$28.27
Forklift Driver	\$29.96
Truck Driver	\$30.92
Warehouseman Foreman (10% above)	\$31.10
Warehouseman General Foreman (15% above)	\$32.52
Truck Driver Foreman (10% above)	\$34.01
Truck Driver General Foreman (15% above)	\$35.55

Fringe Benefits

Pension	\$5.75/hour (\$230.00/week)
Health and Welfare	\$4.50/hour (\$180.00/week)
Helmets to Hardhats	\$0.05/hour

Central States Health & Welfare Plan offers Teamsters working under the PLA additional coverage levels as listed above. If the Teamster employee has elected any of the coverage levels listed above and would like the Employer to send the difference between the Member Only Rate and the elected coverage level on their behalf, the employee can do so via a signed payroll deduction request submitted to the Employer. The Employer would send the weekly amount listed in the "Difference" column above for the appropriate coverage level via payroll deduction on behalf of the Employee to Central States.

Coverage Level:	Difference:
Member + Children (\$270.10/week)	\$104.10
Member + Spouse (354.20/week)	\$188.20
Family (\$498.90/week)	\$332.90

## **APPENDIX B**

### **Safe Work Environment – Fitness for Duty**

The parties recognize that a drug and alcohol-free workplace is vital to the quality of our product, to the productivity of our employees, and to the best interest of our clients and the general public. In order to ensure a safe and healthy work environment, all employees are required to observe any fitness for duty policy which may be established and implemented by the Employer and/or client including any drug and alcohol testing programs. It being further understood that the drug and alcohol program may include, but is not limited to, pre-employment, reasonable suspicion, random, and post-accident/incident testing.

#### **Testing**

An employee or applicant required to take an examination or test to certify his/her expertise shall only be compensated for the time required to take the examination/test provided the employee/applicant passes the examination/test.

#### **Craftworker Resources**

The parties recognize that the greatest asset of the unionized segment of the construction industry is its skilled craftworker. The parties further recognize the concern of the Owner that sufficient numbers of skilled craftworker are available to staff its project. UCOR and NABTU will develop a procedure (program) to ensure, to the extent possible, that skilled and certified craftworker will be made available to fulfill the craftworker resources requirements on all UCOR projects. Such a procedure (program) will include the active participation of all local, regional and international representatives.

#### **Maintenance Work**

At the request of the owner/Employer, the terms and conditions of the PLA may be extended to cover the maintenance work at any facility approved or previously approved by NABTU. (Note: The intent is not to compete with existing programs for maintenance work).

## United Cleanup Oak Ridge Project Labor Agreement

### BULLETIN 1

Subject: Tropical Shift

Due to excessive heat experienced in the summer months, UCOR will provide continued support of UCOR work activities while minimizing heat exposure to the workforce, by establishing an altered work arrangement. This shift will be available for use, as determined by UCOR management annually, typically between May 1 and November 1, primarily to mitigate heat injury/illness for the workers, to support continued safe operations, to gain efficiencies and to protect the workforce.

In a mutual effort to maintain good labor-management relations, UCOR will notify the Union when UCOR intends to implement the shift. Following notification, the altered shift structure will be implemented as follows:

- 1) This shift will be referred to as a Tropical shift.
- 2) The work shift will begin between the hours of 0300 and 0500 and end 10 hours later. Any hours worked outside this schedule will be paid at the appropriate overtime rate.
- 3) As the normal shift arrangement has a start time of 0630, employees assigned to the Tropical shift will be paid premium pay for this special shift arrangement as follows:
  - a) Monday morning 2X the normal rate of pay from the identified shift start time until 0630.
  - b) Tuesday through Thursday mornings 1.5X the normal rate of pay from the identified shift start time until 0630.
- 4) Employees will receive a paid, thirty-minute lunch. This minimizes time spent on the project, further ensuring that the employees' exposure to high heat environments is mitigated.
- 5) The Employer will give no less than forty-eight (48) hours' notice prior to normal shift of Tropical Shift change (and vice versa) by the end of the workday Thursday of the week prior. Local Unions will be given written; Employees and Stewards will be given verbal notification. The minimum duration of the shift assignment will be a full week. Employees who do not receive 48 hours' notice will be paid premium pay for their first full shift worked. Notification will only be made when shift assignments change, not weekly.

- 6) Management retains the right to assign personnel to this shift as necessary. Shift assignments will be based on the Company's needs and may be used for small crews or all project personnel. Consideration will be given on a case-by-case basis to employees who have documented, verifiable hardships limiting their assignment to a Tropical shift.
- 7) Personnel who have an approved hardship may be reassigned to other projects where Tropical shifts are not utilized. This decision relies solely on project management and Labor Relations' review of the available work and the employee's ability to perform essential functions of their classification. Lacking work availability on non-Tropical shifts, management reserves the right to terminate the employee.
- 8) Management reserves the right to terminate this Bulletin at any time with written notice.
- 9) This Bulletin is non-precedent setting and may not be referred to in any future grievances and/or arbitrations or any other actions except those alleging a violation of this Bulletin.

## United Cleanup Oak Ridge Project Labor Agreement

### BULLETIN 2

Subject: Sick Time

Effective May 23, 2022, UCOR assumed the Oak Ridge Reservation Cleanup Contract (ORRCC). Under this new contract, per the Federal Acquisition Regulation (FAR) 52.222-62, Paid Sick Leave under Executive Order 13706, UCOR-ORRCC was required to implement paid sick leave for all Building Trades-represented employees.

The Parties understand:

1. The current accrual year is May 1 of calendar year 2024 through April 30 of the 2025. In an effort to align the annual allotment to the new PLA, UCOR will provide the annual allotment on October 1, 2024.
  - a. A pro-rated number (24 hours) of Annual paid sick time hours will be credited on May 1, 2024. These hours will be zeroed out on September 30, 2024
  - b. On October 1, 2024, the annual allotment of 56 hours will be credited and will continue to be credited on October 1 for all subsequent years.
2. In lieu of accrual of hours, the annual allotment of 56 hours will be frontloaded on October 1st of each year, except as noted in bullets 3 and 4, in conjunction with the 1st day of the accrual year and annual Project Labor Agreement (PLA) wage increases.
3. Employees who hire in with UCOR after October 1st each year will have their hours pro-rated, based on the month their employment begins.
4. Hours will be zeroed on September 30th of each accrual year with a new allotment of 56 hours reloaded on October 1st beginning the new accrual year.
5. Management may request documentation for absences of 3 consecutive days or longer.
6. Employees shall provide as much advanced notification to management as practicable when using paid sick leave.
7. Employees may use sick leave in increments of one (1) hour.
8. Paid Sick Leave will not count as hours worked for determining overtime premiums.
9. Sick leave may not be used for overtime or other workdays requiring premium pay.

10. Unused sick leave hours may not be cashed out at any time, including at the time of separation of employment. These hours are available for use for paid sick leave as noted in 12 and 13 below. However, if an employee is re-employed by UCOR within the same accrual year, any unused paid sick leave hours will be restored to the employee for use for the remainder of the accrual year. Previous year's accrual hours will not be restored.
11. UCOR employees using paid sick leave will receive the same regular pay and benefits, i.e., fringe payments that the employee would have received had the employee not used paid sick leave.
12. UCOR employees may use the paid sick leave hours for the following reasons:
  - a) A physical or mental illness, injury, or medical condition.
  - b) Obtaining diagnosis, care, or preventive care from a health care provider.
  - c) Caring for a child, parent, spouse, domestic partner, or any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship who has any of the conditions or needs for diagnosis, care, or preventive care described in (a) or (b) or is otherwise in need of care.
  - d) Domestic violence, sexual assault, or stalking, if the time absent from work is for the purposes described in (a) or (b) or to obtain additional counseling, seek relocation, seek assistance from a victim services organization, take related legal action, including preparation for or participation in any related civil or criminal legal proceeding, or assist an individual related to the employee as described in (c) in engaging in any of these activities.
13. The grievance and arbitration processes identified in the Project Labor Agreement may be used for disputes of the application of the plan, e.g., non-payment of sick hours; however, they may not be used for the plan design or rules for use.
14. Any changes to this Bulletin as required by regulation or requirement will be provided in writing to the Union by UCOR Labor Relations prior to implementation of the changes.
15. This Bulletin between United Cleanup Oak Ridge and the Union is effective October 1, 2023.

## United Cleanup Oak Ridge Project Labor Agreement

### BULLETIN 3

Subject: Retention Incentive Program (RIP)

In an effort to recognize and reward the efforts of UCOR's Building Trades-represented employees, UCOR will be implementing a Retention Incentive Program. This program is retroactive to October 1, 2023.

#### ELIGIBILITY CRITERIA

- Building Trades-represented employees will be eligible for the incentive payment as described below if they meet the following criteria: retirement, reduction-in-force, disability, deceased; or employed with UCOR through the end of the first 5-year contract period.
- Participants in the RIP will become ineligible and forfeit any accrued balance payout under the following circumstances: voluntary resignation; termination for cause; or take an internal transfer to a new position at UCOR's direction.

For all building trades employees who are employed on the date of ratification:

- For the period of October 1, 2023 through September 30th, 2024, \$1,500 will be paid to employees upon ratification of this Project Labor Agreement. Additionally, those employed on the date of ratification will bank \$2,500, in accordance with the program payment schedule outline below.
- If any employee leaves for any reason, including resignation, retirement, terminated for cause, or any reduction-in-force, prior to September 30, 2024, will not be eligible for the \$2,500 banked payment.
- New hires employed after ratification of this Project Labor Agreement will not be eligible for the \$1,500 payment nor the \$2,500 payment.

For all building trades employees who are employed on or any time after October 1, 2024:

- Beginning October 1, 2024, all building trades-represented employees who are employed on or after this date will accrue \$2.00 for every hour worked. No premiums are applied for overtime hours. This will be effective through September 30, 2028.
- Each year, employees will be paid 50% of the accrued amount during the plan year (October 1 - September 30). Payment will be made within 45 days following September 30th of 2025, 2026, and 2027.
- Each year, the other 50% not paid out annually will be added to the bank. The total banked amount will be paid out following the end of the plan period date, September 30, 2028. Payment will be made within 45 days of the ending period date. NOTE: This payment includes the full year's accrual from October 1, 2027 through September 30, 2028.
- Accruals are for hours worked only, and will not include any sick time, holidays, or any other time off.
- This program will end September 30, 2028.
- NOTE: The RIP will be implemented by UCOR and Turnkey only. Subcontractors signatory to this PLA are not authorized to implement this program.

## United Cleanup Oak Ridge Project Labor Agreement

### **BULLETIN 4**

Subject: Affordable Care Act

The Unions signatory to the Project Labor Agreement (PLA), through jointly administered multi-employer health care plans agree to provide all employees who are covered under the PLA and who are employees of the PLA primary employer(s), their subcontractors or their lower tier subcontractors, with access to multi-employer health care coverage that meets the minimum coverage provisions of the Affordable Care Act (ACA).

Multi-employer health care plans sponsored by the Unions and/or their local union affiliates will submit plan information annually to the Employer sufficient for the primary employer(s) to evaluate whether the plans meet the ACA minimum coverage requirements; (1) offer affordable coverage, (2) which provides minimum value, and (3) offers coverage to the full-time employees' dependents. Alternatively, multi-employer health care plans sponsored by the Unions and/or their local union affiliates agree to submit a determination or an opinion letter from the United States Government, a certified public accountant, or attorney to the Employer confirming that the plans satisfy the ACA minimum coverage provisions.

This was initially negotiated in the prior contract (CLA) and will be continued in this PLA. In 2024 and each year thereafter the Unions signatory to the PLA agree to have plan information submitted to the Employer by the multi-employer health care plans sponsored by the Unions and/or their local union affiliates demonstrating compliance with ACA minimum coverage requirements by September 15th of each year.

In the event any multi-employer health care plans sponsored by the Unions and/or their local union affiliates fails to provide health care coverage or should the health care plan(s) fail to meet the ACA minimum coverage requirements, the Unions agree to 1) promptly notify the Employer and 2) seek to have the multi-employer health care plans sponsored by the Unions and/or their local union affiliates adopt or amend the plan(s) to comply with the ACA minimum coverage requirements within 30 days of the determination, either by the primary employer(s) or the local unions, that health care plan(s) do not meet the minimum coverage requirements.

Should any multi-employer health care plans sponsored by the Unions and/or their local union affiliates union fail to adopt or amend its plan to comply with the ACA minimum coverage requirements, the Employer shall provide immediate written notice to the Union affected. Should any multi-employer health care plans sponsored by the Unions and/or their local union affiliates fail to become compliant, the Employer shall have the option to modify the PLA so that only Unions that sponsor multi-employer health care plans themselves, or through their local union affiliates, that are in compliance with the ACA minimum coverage requirements are signatory.

## United Cleanup Oak Ridge Project Labor Agreement

### BULLETIN 5

Subject: Referral Procedure

#### **REFERRAL PROCEDURE APPLICABLE TO ALL PROJECT LABOR AGREEMENTS at SITES UNDER THE DIRECTION OF THE DEPARTMENT OF ENERGY AT OAK RIDGE**

The parties recognize the significant contributions made by veterans to ensure the security and well-being of our nation. As such, the parties are desirous of facilitating entry into the various building and construction trades crafts, those veterans who are interested in seeking careers in the building and construction industry.

For purpose of this Bulletin, "Local Union(s)" shall mean a local union affiliate of the Union(s) having geographic jurisdiction over Oak Ridge.

The Local Unions agree to utilize services of the Center for Military Recruitment, Assessment and Veteran's Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprentice programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs of such veterans.

The Local Unions agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on the project of apprenticeship and employment opportunities for this project. To the extent permitted by law, the unions will give credit to such veterans for bonafide, provable past experience.

The level of experience and practical knowledge of veteran applicants will be reviewed and tested by applicable Joint Apprenticeship and Training Committees. Applicants will be placed at the appropriate stage of apprenticeship or at the journey person level as the case may be. The final decision will be the responsibility of the applicable Joint Apprenticeship and Training Committee.

All referrals must be in accordance with the local area practice in compliance with Article 6.





The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry, no matter how small, should be recorded to ensure the integrity of the financial statements. This includes not only sales and purchases but also expenses, income, and transfers between accounts.

The second part of the document provides a detailed breakdown of the accounting cycle. It outlines the ten steps involved in the process, from identifying the accounting entity to preparing financial statements. Each step is explained in detail, with examples provided to illustrate the concepts.

The third part of the document focuses on the classification of accounts. It discusses the different types of accounts, such as assets, liabilities, equity, revenue, and expense accounts, and how they are used to record and summarize business transactions.

The fourth part of the document covers the process of journalizing and posting. It explains how transactions are recorded in the journal and then posted to the ledger accounts. This process is essential for maintaining the double-entry system and ensuring that the books are balanced.

The fifth part of the document discusses the preparation of financial statements. It outlines the steps involved in calculating the net income, preparing the income statement, balance sheet, and statement of equity. It also discusses the importance of comparing the results of the current period with those of the previous period.

The sixth part of the document covers the closing process. It explains how the temporary accounts (revenue, expense, and dividend accounts) are closed to the permanent accounts (assets, liabilities, and equity accounts) at the end of the accounting period. This process is necessary to reset the temporary accounts for the next period.

The seventh part of the document discusses the importance of adjusting entries. It explains how these entries are used to record accruals, deferrals, and other adjustments that are necessary to ensure that the financial statements are accurate and reflect the true financial position of the business.

The eighth part of the document covers the process of reconciling the bank statement. It explains how the bank statement is compared with the company's records to identify any discrepancies and correct them. This process is essential for ensuring that the cash balance in the company's records matches the balance in the bank statement.

The ninth part of the document discusses the importance of internal controls. It outlines the various measures that can be taken to prevent and detect errors and fraud, such as segregation of duties, authorization, and regular audits.

The tenth part of the document covers the final steps of the accounting process, including the preparation of the final financial statements and the closing of the books. It emphasizes the importance of accuracy and transparency in all aspects of the accounting process.

