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W.V.D.P.
(West Valley Demonstration Project)

*Demolition, Dismantling
& Construction (DDC)*

Project Specific (PS)

Project Labor Agreement (PLA)
(DDC - PS - PLA)

between

AMERICAN DND, INC.
&
SOUTH WESTERN NEW YORK
BUILDING TRADES COUNCIL
(SWNYBTC)

From: May 2012

Thru: August 2017

FACILITY DISPOSITIONING
DEMOLITION & DISMANTLING & CONSTRUCTION (DDC)
PROJECT SPECIFIC - PROJECT LABOR AGREEMENT (PS-PLA)
(DDC-PS-PLA)

AMERICAN DND, INC.

And

SOUTH WESTERN NEW YORK BUILDING TRADES COUNCIL (SWNYBTC)

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FACILITY DISPOSITIONING
DEMOLITION & DISMANTLING & CONSTRUCTION (DDC)
PROJECT SPECIFIC - PROJECT LABOR AGREEMENT (PS-PLA)
(DDC-PS-PLA)

AMERICAN DND, INC.
And
SOUTH WESTERN NEW YORK BUILDING TRADES COUNCIL (SWNYBTC)

This Agreement is entered into this _____ day of May, 2012 (*see signature pages*). By and between AMERICAN DND, INC., covering their company and all Subcontractors at any tier, hereinafter called "Employer," or "Contractor(s)" or Subcontractor(s) involved in the work on the Project described herein, and the South Western New York Building Trades Council (SWNYBTC), the Unions affiliated with that Council, each in its own behalf, are also parties to this Agreement. All of the above, except AMERICAN DND, Inc., are hereinafter called "Union," "Unions," or "Signatory Unions." The Employer, Contractor(s), Subcontractor(s), Union, Unions, or Signatory Unions may be collectively referred to as "Parties".

WHEREAS, the Unions and Employer recognize this DDC-PS-PLA is created as the result of an "Invitation To Work" by the Prime Contractor. The Prime Contractor is CH2M Hill, B&W West Valley, LLC (hereinafter referred to as "Prime Contractor", or CHBWV). This DDC-PS-PLA is for the Phase 1 Decommissioning Work at the Former West Valley Demonstration Project (WVDP), specifically covered under United States, Department of Energy (US-DOE) Prime Contract #DE-EM0001529.

WHEREAS, the Unions represent numerous well qualified, experienced and professional local Tradesmen from the surrounding area to WVDP, and American DND is a "Team Member" with CHBWV (the Prime Contractor) and is a local, Cattaraugus County, Service Disabled Veteran Owned, Small Business named in the Prime Contract as an "Essential Subcontractor" and "Mentor/Protégé" to the Prime Contractor.

WHEREAS, this DDC-PS-PLA is an Agreement between the Unions and American DND as a "private employer" whereby both Parties desire to provide the overall 'Best Value' and all the

positive benefits and attributes of a formal Project Labor Agreement to achieve the lowest possible cost for the Project Specific Facility Dispositioning at WVDP as State & Federally Funded Project.

WHEREAS, the Employer and Unions recognize the West Valley Demonstration Project (WVDP) facility is presently staffed with Craft Workers from IAM Local # 2401 International Union of Machinists and Aerospace Workers. Both the Employers and Union signatory to this DDC-PS-PLA are committed to working in a cooperative, professional and respectful manner in order to find mutually agreeable ways to work in harmony with the IAM Local # 2401 Craft Workers. The spirit and intent of the parties signatory to this DDC-PS-PLA is to not take work away from the IAM Local # 2401 Craft Workers, but rather to provide experienced, skilled tradesmen with proven D&D experience and capabilities commensurate with the magnitude and specialized qualifications necessary to perform the specialty facility disposition, demolition, dismantlement and related environmental & radiological remediation/abatement/cleanup, related new construction and renovation work to complete the Prime Contract Scope of Work (SOW) Section C.6.0 Facility Disposition and the Phase 1 Decommissioning mission as mandated by the US-DOE.

WHEREAS, the Employer and the Unions have committed themselves to the most cost effective, high quality and timely completion of this Project by the efficient utilization of the skilled manpower pool available through the Unions, by the maximum utilization of employees represented by the Unions, and by the cooperative cost containment approaches developed and endorsed by the Unions and the Employees for the performance of this Project;

WHEREAS, the Parties to this Agreement denounce and will not tolerate strikes, picketing, slowdowns, unfair labor practice strikes, work stoppages, sympathy strikes, curtailments of work, restriction of production or interference of any kind with the operations of the Employer, and therefore will ensure the continuous maintenance of high-level production at all times;

WHEREAS, the Unions desire and commit themselves to protect the Project against any and all production inefficiencies, work disruptions and/or unscheduled delays for any reason, including but not limited to those arising out of craft jurisdictional claims;

WHEREAS, the Parties desire to mutually establish and stabilize wages, hours and working conditions for the craft workers on this construction project, to encourage close cooperation between the Employer and the Unions to the end that a satisfactory, continuous, efficient and harmonious relationship will exist between the Parties to this Agreement; and

WHEREAS, the Parties desire to comply with Prime Contract flow down provisions as they relate to Labor Relations (Paragraph H.13), Overtime Compensation Plan (Paragraph H.25), and Wage Determinations (Paragraph H.27), so as to provide the most economical and efficient Labor/Craft Personnel to maintain harmonious bargaining relationships that reflect a judicious expenditure of public funds, equitable resolution of disputes and effective and efficient bargaining relationships consistent with the requirements of FAR Subpart 22.1, and DEAR Subpart 970.2201 and all applicable Federal and State Labor Relations Laws.

WHEREAS, the Parties will hold a Pre-Job conference to discuss information contained in this Agreement and such Pre-Job Conference will cover items regarding the scope of work, work assignments, use of Composite Crews (if any) and estimated peak employment and any other conditions relating to the contract, including a general description of the nature of the work to be performed and drawings and specifications, if applicable. The Employer will make work assignments for this job only. Work assignments made are non-precedent setting, and will not apply to any other job or project.

Now, Therefore, the Parties enter into this Agreement:

ARTICLE 1. BASIC AGREEMENTS

Therefore, in recognition of the special needs of this Project and to maintain a spirit of harmony, labor-management peace, and stability during the term of this Agreement, the signatory Parties agree:

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- A. To abide by the terms and conditions in this Agreement;
 - B. That this Agreement and its addendums cover all conditions of employment.
 - C. The Parties understand and agree this DDC-PS-PLA is subject to the review and approval of the Owner, and Prime Contractor.

ARTICLE 2. SCOPE OF AGREEMENT

- A. For the purpose of this Agreement, the term "Project" is defined as: all on-site work assigned to the Employer and all of its Subcontractors on the D&DC site, as defined in Addendum B. It is understood that this is a self-contained, stand alone Agreement that covers only the work on this site and that by virtue of having become bound to this Agreement, neither the Employer nor the Subcontractors will be obligated to sign any other Local, Area, or National Agreement, or the CBA's (Collective Bargaining Agreements), either before, during, or after the termination of this Agreement.
- B. This Agreement shall apply and is limited to the recognized and accepted historical and Prime Contract definition of demolition, nuclear decommissioning, Facility Disposition (C.6.0), the WVDP Phase 1 Decommissioning Plan, dismantling, environmental & radiological remediation, abatement, environmental cleanup, and new construction work under the direction of and performed by the Employer and any Subcontractors, of whatever tier. Such work shall include site preparation work, demolition & dismantling (D&D), demolition & nuclear decommissioning (DND), facility dispositioning, wrecking, razing, salvage, hoisting, rigging & crane work, asset reduction, recycling, all forms of environmental & radiological remediation abatement, mitigation and cleanup prior to, in support of and during D&D and DND, waste mitigation, sorting, segregation, packaging and loading wastes from D&D, and DND activities, new construction and renovation work to support the Scope of Work (SOW) for Section C.6.0 Facility Disposition as described in the Prime Contract.
- C. It is agreed that the Employer shall require all Subcontractors of whatever tier who have been awarded contracts for work covered by this Agreement, to accept and execute this Agreement prior to commencing work. The Employer or its designee shall assure

compliance with this Agreement by the Subcontractors. The Unions agree that this Agreement will be made available to, and will fully apply to, any successful bidder for Project Work who becomes signatory thereto, without regard to whether that successful bidder performs work at other sites on either a union or non-union basis and without regard to whether employees of such successful bidder are, or are not, members of any unions. This Agreement shall not apply to the work of any Contractor which is either: (1) not Project Work within the scope of this Agreement (as defined in Article 2); or (2) performed at any location other than the site of Project Work.

- Signatory "Subcontractors" to this DDC-PS-PLA Agreement shall possess the same rights, remedies & obligations as the "Employer" and "Contractor" as described herein.
- D. It is further agreed that where there is a conflict between this Agreement and any other agreement of any nature relating to terms and conditions of employment for those workers on this Project, this Project Agreement shall supersede and override the terms and conditions of any and all other National, Area, or Local Collective Bargaining Agreements, except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, The National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of Article 6, 7, 7(A), and 8 of this Project Agreement, which shall apply to such work.
- E. The liability of any Employer and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employer status, single employer, or alter ego status between or among the Project Owner, Prime Contractor, Employer, or Subcontractors.

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- F. The duration of this DDC-PS-PLA is concurrent with the duration of the Scope of Work under Prime Contract #DE-EM0001529.
- References to the Owner, or Prime Contractor are for information purposes *only* and are to reflect the fact that other factors/influences outside of the Employer's control shall affect the work under this DDC-PS-PLA.
- G. Nothing contained herein shall be construed to prohibit, restrict or interfere with the performance of any other operation, work, or function which may occur at the Project site.
- H. The Employer has the absolute right to select any qualified bidder for the award of contracts on this Project without reference to the existence or non-existence of any agreements between such bidder and any party to this Agreement.
- I. The Employer, at its sole option, may accelerate, terminate, delay, and/or suspend any or all portions of the Project at any time.

ARTICLE 2.1 Excluded Employees

The following persons are not subject to the provisions of this Agreement, even though performing work on the Project at WVDP.

- A. Superintendents, Supervisors, Engineers, Professional Engineers, Licensed Architects, and others engaged in inspection and testing, quality control/assurance personnel, timekeepers, mail carriers, clerks, office workers, administrative personnel, messengers, guards, security personnel, technicians, non-manual employees, and all professional, engineering, administrative and managerial persons;
- B. Employees of the Federal Government, or any other Municipal or State Agency, Authority or Entity, or employees of any other public employer, even though working on the project site;
- C. Employees and entities engaged in offsite manufacturer, modifications, repair, maintenance, assembly, painting, handling, or fabrication of project work components, materials, equipment, or machinery, or involved in deliveries to and from the project worksite;
- D. All employees of the Owner and/or Prime Contractor;

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- E. Employees engaged in onsite equipment warranty work;
 - F. Employees engaged in GEO Physical Testing, Site Characterizations, Site Investigations, and including boring for core samples, testing or other types of monitoring;
 - G. Employees in engaged in laboratory, specialty testing, inspections, air monitoring, sampling, oversight, or any type of environmental sample collections pursuant to other contracts written by the Owner and/or Prime Contractor or Employer, even though such work may directly apply to the D&DC work;
 - H. Employees engaged in work which is ancillary to project work and performed by third parties such as electric utilities, gas utilities, telephone companies, railroads, railroad repairs & and alterations, and any other similar third parties;
 - I. Employees engaged in technology installation such as but not limited to information technology (IT) items, computers, communications, cameras, fire detection & security surveillance related items;
 - J. All non-construction support services performed in connection with or affiliated to the project work;
 - K. Transportation of offsite scrap, recyclables, and salvageable items;
 - L. The transportation of any/all types of waste or debris by any means from the site;
 - M. All work associated with fixtures (excluding light fixtures), furnishing, and office furniture and equipment unless specifically provided otherwise in this Agreement; and
 - N. All work by the Owner or Prime Contractor in the nature of any emergency repairs, maintenance, janitorial, snow removal, or other similar related functions.

ARTICLE 2.2 - Non Application to Certain Entities

- A. This Agreement shall not apply to those parents, affiliates, subsidiaries, or other joint or sole ventures, or LLC's of any Employer or Contractor or Subcontractor which do not perform project work onsite.
- B. This Agreement shall further not apply in any way shape or form to the Owner(s).
- C. This Agreement shall further not apply in any way shape or form to the Prime Contractor.
- D. As areas and systems of the Project are inspected and construction tested by the Employer or Subcontractors and accepted by the Project Owner or the Prime Contractor,

the DDC-PS-PLA will not have further force or effect on such items or areas, except when the Employer or Subcontractors are directed by the Project Owner, or Prime Contractor to engage in repairs, modifications, check-out, and warranty functions required by the Employer's contract with the Project Owner during the term of this Agreement.

- E.. This Agreement is for the sole and exclusive benefit of the signatories to this Agreement. It is not intended to and does not create any third party beneficiary status for any other individual, party, person, or entity who is not signatory to this Agreement.

ARTICLE 3. UNION RECOGNITION

- A. The Employer and all Subcontractors recognize the Signatory Unions as the sole and exclusive bargaining representatives of all craft employees within their respective jurisdictions working on the Project within the scope of this Agreement.
- In order to be recognized and part of this DDC-PS-PLA, a Union must become Signatory at the initiation/start of this DDC-PS-PLA; unless the Employer allows additional Unions to join at a later date. The Employer is under no obligation to allow additional Unions to become Signatory later on.
- B. Any union who is not a signatory to this Project Labor Agreement will not perform work on the project.
- C. Work of any Non-Signatory Unions:
- (i) For work assignments where there is no Signatory Trade Union(s) and the Employer/Contractor self performs such work, or subcontracts such work, the Employer/Contractor/Subcontractor may use any means to accomplish such work including but not limited to hiring non-union workers, bringing in other Union Employees, and/or subcontracting to a Non-Union or Union Subcontractor regardless of any other language in this DDC-PS-PLA, any related CBA's, and any other Local Agreements, National Agreements, or other Agreements of relevance.

Federal & State agencies, and various DOE/DOD and NRC protocol and other governing guidelines, processes and procedures.

- Working with and in multiple types and layers of PPE and respiratory protection as may be required from time to time when working with a multitude of environmental constituents such as but not limited to asbestos, lead, numerous hazardous materials, heavy metals, regulated & universal wastes, and a myriad of radiological/nuclear constituents, byproducts and related waste streams.
 - Working to meet the specific Waste Acceptance Criteria (WAC's) which require specialized handling, size reduction, waste mitigation strategies, packaging & loading of wastes prior to shipment.
 - Specific requirements for extensive training, medical surveillance, drug screening, security and safeguards procedures, proactive participation in ISMS and BBS Safety Programs as well as specific Competent Person requirements.
- C. The Employer/Contractor/Subcontractor will provide a detailed Job Description for each classification of work desired as well as the number of desired personnel at the Pre Job Conference. The Job Description will outline the desired qualifications, skillsets, experience level, education, and capabilities in order for a referral to be considered qualified and eligible for employment. Union Provided Pre-Training/Certification credentials & requirements apply to all referrals and are described in Article 22 of this DDC-PS-PLA.
- D. Applicants for the various classifications of work covered by this Agreement required by the Employer on the Project shall be referred to the Employer by the Unions affiliated with the Council. The Employer shall have the right to determine the competency of all employees, right to determine the number of employees required, and shall have the sole responsibility for selecting the employees to be laid off. The Employer shall have the right to reject any Union Referral(s) for cause.
- E. The Employer will hire the first employee per craft from the Union Referrals without restriction, and at the Employer's sole discretion. The second employee per craft hired by the Employer can be from any source available to the Employer. Additional employees hired by the Employer shall repeat the 'one for one' until the crew requirements have been met.

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- (i) The Union shall retain control over their referral system and will select and present those Referrals who meet the requirements, as set forth by the Employer
 - (ii) If the Union's Referral system cannot provide a qualified Referral(s) with the requisite skill sets and desire to work in such an environment, then the Employer is afforded the right to hire employees from any acceptable source which may or may not include Union personnel.
 - (iii) The Employer shall be allowed to call the appropriate union hiring hall for craftsmen by name, or with a current or transferrable security clearance if available.
- F. In the event the referral facilities maintained by the Unions do not refer the qualified employees as requested by the Employer within a twenty-four (24) hour period after such requisition is made by the Employer (Saturdays, Sundays, and Holidays excepted), the Employer may employ applicants of any other source.
- G. The Employer shall have the unqualified right to select and direct all supervisors (non-manual) it considers necessary and desirable without the persons being referred by the Unions. These individuals will work in a supervisory position only and will not perform work historically performed by the crafts. For purposes of this Agreement, the terms "supervisor" or "supervisors" or "superintendent(s)" are defined as above the classification of general foreman (working with the tools) and foreman.
- (i) The only exception to an Employer's Supervisor/Superintendent with respects to not performing work is if the Employer's Superintendent or Supervisor complies with Article 26, Subparagraph B, or E of this DDC-PS-PLA.
 - (ii) The Employer's "supervisor(s)" or "superintendent(s)" are in no way meant to take the place of a full time Craft worker under this provision. Work performed by an Employer's supervisor/superintendent shall be on a limited basis. This practice shall be reviewed on an annual basis and revised as needed.
- H. The selection of craft foremen and/or general foremen and the number & ratio of foremen required shall be the sole responsibility and in the discretion of the Employer, it being understood that in the selection of such foreman or general foremen, the Employer will give primary consideration to qualified individuals available in the local area. All

foremen shall take orders from the designated Employer representatives. All foreman or general foreman shall be working foreman.

- I. The Local Unions administer and control their referrals, each in its own behalf, and it is agreed that the referrals will be made in non-discriminatory manner and in compliance with Federal, State and Local laws and regulations regarding equal employment opportunities and non-discrimination. Both the Employer and the Union agree that the provisions of this contract shall be applied to all employees without regard to any individual's race, color, religion, sex, sexual orientation, age, union affiliation, marital status or national origin, nor will there be discrimination against any employee because of a physical or medical handicap, a disabled veteran, or a veteran of the Vietnam Era, as these terms are used in applicable Federal Statutes including the Americans with Disabilities Act, or any other statutorily protected category. 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 other than as provided for in the paragraph A of this Article.
- J. All Employees working on the Project Work and therefore covered by this DDC-PS-PLA shall be subject to the Union Security provisions contained in the applicable Schedule A Collective Bargaining Agreements, as amended from time to time, but only for the period of time during which the employee is actually performing on-site Project Work.

ARTICLE 12. APPRENTICES

- A. 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 covered under this Agreement to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured. Any journeymen to apprentice ratios in local Collective Bargaining Agreements shall be followed for each craft.
- B. The Unions represent and warrant that they have, and will maintain for the duration of this Agreement, apprentice training programs that comply in all respects with New York law, including New York Labor Law Section 222(2)(e).

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- C. The Unions represent and warrant that any Contractor that does not have such an apprentice training program will be permitted to participate in the apprentice training program of any Union to the extent necessary for that Contractor to satisfy its obligations under Labor Law Section 222(2)(e). The Unions agree to cooperate fully with any Contractors seeking to participate in such apprentice training programs.

ARTICLE 13. "STANDARD" WORK WEEK & OVERTIME

- A. The WVDP facilities 'standard' work week is Monday thru Thursday @ 10 hours/day.
- (i) The Employer may also establish Crews to work a different "standard" work week such as Monday thru Friday @ 8 hours per day.
 - (ii) A Crew's "standard" work week shall be defined by the Employer a minimum of seven (7) calendar days in advance. "Standard" work weeks may change throughout the project duration. Different Crews may have multiple "standard" work weeks within the same week.
 - (iii) Saturday shall not be allowed to be included in a 'standard' work week designation.
- B. Friday shall be allowed for as a "Regular Time" makeup day in the event work is suspended or not performed on Monday thru Thursday (= 4-10's standard work week) due to inclement weather or Owner/Prime Contractor restrictions.
- C. Saturday shall be allowed for as a "makeup day" at the Employer's option, in the event work is suspended or not performed on Monday thru Friday (= 5-8's standard workweek) due to inclement weather or or Owner/Prime Contractor restrictions.
- (i) Payment of wages for work on a Saturday as a "makeup day" shall be as defined in each specific Union Schedule 'A' CBA.
 - (ii) Any time work on a Saturday occurs, such time shall be allowed to accrue towards any guaranteed minimum weekly hours requirements as defined in a specific Union Schedule 'A' CBA.
- D. Payment of time/wages for any guaranteed hours per day, or guaranteed hours per week (if so defined) shall be as defined in each specific Union Schedule 'A' CBA.

OVERTIME:

- E. ONLY time worked over forty (40) hours per "standard" work week will be paid at one & a half (1.5x) the regular hourly wage rates specified, regardless of any different designations contained in any specific Union Schedule 'A' CBA.
- F. When standard work week hours or overtime hours are not defined in this DDC-PS-PLA, then all hours worked on days not specified for an Employee's "standard" work week will be paid in accordance with each specific Union Schedule 'A' CBA.
- G. Overtime rates shall not apply on a Friday (for a 4-10's standard workweek), when those days are worked as a "Regular Time" - "Make-Up" day when work was not performed during the Employee's 'standard' workweek, unless the Employee has accumulated 40 hours in their 'standard' workweek.
- H. Anytime work is performed on a Saturday, such time shall be paid as defined in each specific Union Schedule 'A' CBA, regardless of the hours worked in the 'standard' workweek.
- I. There shall be no pyramiding of overtime rates and double the straight rate shall be the maximum compensation for any hour worked.
- J. Any time worked on Sundays or Holidays will be paid in accordance with each specific Union Schedule 'A' CBA.
- K. The following shall apply to the Employee's 'standard' workweek:
 - (i) For a five (5) day, eight (8) hour per day, 'standard' workweek, overtime shall be paid over eight (8) hours per day, only after 40 hours per week.
 - (ii) For a four (4) day, ten (10) hour per day, 'standard' workweek, overtime shall be paid over ten (10) hours per day, only after 40 hours per week.
- L. Make-Up Time for Employee's Personal Time Off
 - (i) The Employer and Unions both recognize that occasionally special circumstances arise where an Employee may need some personal time off during a standard work week due to illness, doctor's appointments, etc.
 - (ii) In those instances, nothing shall be construed within this document to require an Employer to pay overtime when the Employer (at their sole discretion, and

under no obligations) can allow the Employee to "make up" their personal time off in the same standard week.

- (iii) Under those circumstances, the Employer, at their sole discretion and under no obligation, and only when work is available and required to be performed by the Employer, may allow the Employee to work either additional hours per day, or on a "non-standard" workday to make up the time missed.
- The make-up time shall only be paid at regular time until the missed time is completed.
 - There shall be no requirement for the Employer to pay 1.5x (OT Rate) for an Employee who is making up regular time, unless that Employee works over 40 hours in a given week.

ARTICLE 14. REGULAR WORK DAY

- A. The regular workday shall be established by the Employer for the Project between the hours of 6:00 A.M. and 6:00 P.M. exclusive of a half (1/2) hour uninterrupted unpaid lunch.
- (i) Minimum hours per day, and minimum hours per week guarantees shall be as defined in each specific Union Schedule 'A' CBA.
- (ii) There is NO requirement for the Employer to pay the minimum hours per day, or minimum hours per week when the Employee misses working hours due to personal illness, doctor's appointments, personal time off, etc.
- B. Established starting time for regular workday may be changed by the Employer within the limits stated herein upon five (5) days written notice to the Unions thereby affected. Notice by e-mail may be allowed if agreed to by both Parties.
- C. For the purposes of this Agreement, the regular workday shall begin at the designated starting time for the first shift of each workday and shall end at the designated quitting time of the final shift of each workday during any twenty-four (24) hour period.
- D. When so elected by the Employer, multiple shifts may be worked. The start times & hours worked for multiple shifts shall be defined a minimum of seven (7) calendar days in advance. When two (2) or three (3) shifts are worked:
- (i.) The first shift (day shift) shall start between the hours of 6:00 a.m. and 10:00 a.m.

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- (ii) The second shift (swing shift) shall be start between the hours of 2:00 p.m. and 6:00 p.m. Workmen on the "swing shift" shall be paid in accordance with each specific Union Schedule 'A' CBA.
 - (iii) The third shift (graveyard shift) shall start between the hours of 8:00 p.m. and 12 midnight. Workmen on the "graveyard shift" shall be paid in accordance with each specific Union Schedule 'A' CBA.
 - (iv) A lunch period of thirty (30) minutes shall be allowed on each shift.
 - (v) All overtime premiums in this Agreement will be paid on the "shift" hourly rate when applicable to second and third shifts.
 - (vi) There shall be no requirement for a day shift when either the second or third shift is worked.
- E. If a disagreement, or confusion with respects to the payment of wages or an 'standard' workweek, regular workday, or application of overtime to the standard workweek or regular workday exists, then the following prioritized list of documents shall be used to determine the proper payment of wages.
1. This DDC-PS-PLA. (*Highest Priority*). Wages shall NOT be paid at less than the Davis Bacon - Prevailing Wages as defined in the Prime Contract.
 2. The Davis Bacon Act - Prevailing Wage Determination included in the Prime Contract Documents as may be amended from time to time throughout the project duration.
 3. The specific Union's Schedule 'A' Collective Bargaining Agreements.

ARTICLE 15. SHOW-UP TIME

- A. Any employee reporting for work and for whom no work is provided, or who are not given two (2) hours of work (except due to inclement weather, force(s) majeure, or other conditions beyond the control of the Employer) shall receive two (2) hours pay at the regular straight time hourly rate. Any employees who start to work and work beyond the two (2) hours will be paid as defined in each specific Union Schedule 'A' CBA. Whenever minimum reporting is provided for employees, they will be required to remain at the Project site available for work for such time as they receive pay, unless released sooner by the Employer's principal supervisor or his designated representative.

The provisions of this Article are not applicable when the employee voluntarily quits, is laid off, or is out by reason of a strike, in which case the employee shall be paid for actual time worked.

- B. Show-up pay for 4/10 hour schedule: the normal provisions for two (2) hours paid time, is replaced with two and one-half (2 ½) hours paid time when the Employer establishes the alternate shift.

ARTICLE 16. STEWARDS AND UNION REPRESENTATION

- A. Authorized representatives of the Unions or Union business agents shall have access to the Project site during working hours, provided that they shall comply with the applicable and reasonable site safety, safeguards & security provisions, and visitation rules of the Employer and the Project Owner/Prime Contractor.
- B. Each Business Manager of the Signatory Unions may designate one (1) working steward per shift to represent their craft for the job site once manpower has reached at least two (2) men on the job site for their craft. The Steward shall be allowed reasonable time to conduct Union business. The working steward will be paid at the applicable wage rate for the job classification in which he is employed. There shall be no non-working stewards.

ARTICLE 17. WAGE SCALE AND FRINGE BENEFITS

- A. Hourly wage and fringe benefit rates will be paid in accordance with negotiated Schedule 'A' Collective Bargaining Agreements for the respective geographical Unions signatory to this Agreement. The wage and fringe benefit rates specified in Addendum A are effective on the beginning date of this Agreement.
- (i) Under no circumstances shall the Wage Scale & Fringe Benefits be paid at less than the Davis Bacon Act - Prevailing Wage Rates as amended from time to time and referenced in the Prime Contract Documents for this project, and attached as Addendum 'F'.
- Addendum 'F' is the *original* wage determination in the Prime Contract and is included for reference purposes only. The amounts will change based on regular/annual updates for this Project/Prime Contract.

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- B. Wage and fringe benefit rates may increase or decrease, depending on periodic negotiations conducted by the Signatory Unions. When wage and/or fringe benefit rates change, it shall be the obligation of each Signatory Union to advise the Employer and its respective Building and Construction Trades Council in writing of such changes.
- C. The Employer shall pay only fringe benefit funds for craft employees (such as pension, 401(k), health & welfare, vacation, and apprenticeship) that have been legally negotiated and established by the applicable collective bargaining agreement. Notwithstanding the fact that this PLA obligates the Employer to make those fringe benefit contributions required by the applicable CBA, any provision in the CBAs that incorporates the trust agreements by reference shall not apply to this PLA. In other words, the trust agreements are not incorporated herein.
- D. When the Employer contributes fringe benefit payments into local, regional, or national trust funds, the Employer agrees to accept as its representatives for the administration of such funds, the Employer Trustees servicing such funds. Employers not bound to payments into the industry fund will pay in lieu of the industry fund, the established assessment to the local apprenticeship training fund. The Employer, and any Subcontractor or other Contractor party to this Agreement, agree that contributions to the fringe benefit funds shall be made as required by the applicable CBA's and that contribution reports shall be remitted monthly with the required contribution payments.
- E. In the event that the Employer or any Subcontractor or other Contractor party to this Agreement is delinquent in paying the required fringe benefit payments, the applicable signatory Unions shall have the right to remove their members from the Project site and to sue for the delinquent payments. In addition, notwithstanding that the trust agreements are not incorporated herein by reference, the fringe benefit funds and their respective trustees retain the right to audit the Employer or any Subcontractor or other contractor and collect the contribution payments from the signatory contractors together with the interest, liquidated damages, attorney fees and costs set forth in their trust agreements and to sue in their own name and right to collect delinquent payments.
- F. With respect to any Contractor's core employees, or other employees not referred by the Unions under wage assignments under Article 5 of this Agreement, the Contractor may at its option, satisfy the benefit obligations by any combination of the following:

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- (i) Providing core employees or other non-referral employees with coverage under the Contractor's private plan(s), to the extent they are consistent with Section 220 of New York Labor Law; and/or,
 - (ii) Electing to pay into the applicable jointly trusted funds designed in the appropriate Schedule A Collective Bargaining Agreements on their behalf; and/or,
 - (iii) Paying such employees the equivalent monetary value of the required benefits in cash or check.
- G. If necessary, per diem rates or reimbursable expenses will be negotiated with the affected Unions and paid as may be required. Such payments will be made with the week's paycheck, and shown separately on the Employee's paystub. The Employee shall comply with IRS and Federal Acquisition Regulations (F.A.R.) and submit written expense reports with appropriate supporting backup/receipts for all per diem, or expense reimbursements.
- H. Any increases, decreases, or adjustments, or modifications to any wage scale for hazardous environments, hazard pay, environmental work, work in radiological conditions, working while wearing a respirator, or other similar circumstances shall be paid only in accordance with each of the specific Union Schedule 'A' CBA Provisions.

ARTICLE 18. HOLIDAYS & VACATION

- A. Recognized holidays at WVDP are identified as:
1. New Years Day
 2. Martin Luther King Day
 3. Good Friday (before Easter)
 4. Memorial Day
 5. Independence Day
 6. Labor Day
 7. Thanksgiving Day
 8. Friday after Thanksgiving Day
 9. Day before Christmas
 10. Christmas Day

In the event a holiday falls on a Sunday, the following day, Monday, shall be observed as such holiday. These holidays may be amended by mutual agreement.

- B. Employees will only receive holiday pay (= a "paid" Holiday when not worked) when specifically identified in a specific Union Schedule 'A' CBA, but in NO CASE will the paid Holidays exceed those listed in Article 18, paragraph 'A' above.
- (i) Holiday pay shall only be paid at the regular hourly rate for each craft.
 - (ii) Holiday pay is only paid when the employee works the scheduled workday before, and the scheduled workday after the holiday.
 - (iv) Holiday pay shall be accrued at eight (8) hours time when an employee works on a five (5) day standard work week; or ten (10) hours for an employee on a four (4) day standard work week.
 - (v) Holiday 'hours' as defined above shall be included when calculating any minimum "guaranteed" hours per day, or hours per week as maybe required in a specific Union Schedule 'A' CBA.
- C. There shall be no 'paid' vacation accrued to employees covered by this DDC-PS-PLA. Unpaid "time off" can be scheduled between Employer & Employee a minimum of one (1) month in advance.

ARTICLE 19. PAYMENT OF WAGES

- A. Wages will be paid weekly by check or by electronic deposit at the bank selected by the employee. Electronic deposits are available and are strongly encouraged to be utilized by all Employees. The workweek is Sunday through Saturday. Payday will be on the following Friday. Paychecks will be mailed. This may be amended by mutual agreement.

ARTICLE 20. GENERAL WORKING CONDITIONS

- A. Employment begins and ends at the Project site (WVDP).
- B. There shall be no limit on production by workmen, nor restrictions on the full use of tools or equipment. Craftsmen 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 manpower or switching of employees between equipment, other than as may be required by safety regulations.
- C. Workers shall be at their place of work at the starting time and shall remain at their place of work performing their assigned function 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.
- D. The number of employees assigned to rigging and scaffolding operations shall be at the sole discretion of the Employer, not inconsistent with the safe working practices.
- E. Teamsters shall not be required for the movement of onsite vehicles, or for the operation of vehicles/trucks onsite. Such work shall be assigned by the Employer/Contractor.
- F. 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 will not be recognized.
- G. The Employer will have the right to assign specific employees and/or crews to perform overtime work as is necessary to accomplish the job subject to Article 13 & 14. If possible the crew performing the work on straight time will remain to perform the overtime.
- H. Two (2) fifteen (15) minute breaks will be allowed; one in the morning and one in the afternoon for the first ten (10) hours worked, and an additional fifteen (15) minute break every four (4) hours thereafter. Employee will be permitted to have a personal thermos (non-glass) for use in the work area. Breaks will be taken in the work area or as directed by the Employer, and no organized coffee breaks will be allowed.
- When working with Respirators on, or in a Regulated Work Area (RWA), or under similar environmentally controlled site conditions, the onsite Employees, Foreman, Supervisors and Employers Management may mutually elect to

modify/combine the 15 minute break times and 30 minute lunch periods upon majority consent so as to allow the employees to work the first half of their shift without a scheduled break, then take an extended lunch-break of one hour, then to complete the second half of their shift without a break. Such election shall be site specific and solely determined by the work crews performing the specific tasks. The goal is to allow the site team to control their work in the most efficient and effective manner, with all factors considered.

- I. Slow-downs, standby crews, and feather bedding practices will not be tolerated.
- J. Individual seniority of any type shall not be recognized or applied to employees working on this Project.
- K. It is recognized that specialized or unusual equipment may be installed and/or maintained/serviced by individuals who have special training skills or qualifications; these individuals are not covered by this Agreement. Testing, inspection or service performed on project equipment under warranty may be performed by the vendor's personnel.
- L. The Signatories to this Agreement agree to the concept that jurisdictional disputes cannot and shall not interfere with efficient and continuous operations required in the successful application of the intent of this Agreement and further agree to make available the skills and expertise the employees have to offer in the work on this Project. As a consequence, there shall be no interference of any nature with the work because of jurisdictional disputes.
- M. The Unions involved agree that, upon request, their representatives shall be assigned without delay and attempt a project settlement in the event of a question on assignments. The Employer agrees that it shall abide by such agreements reached by and with said Union representatives.
- N. If the Unions fail to reach a project decision or resolve the dispute regarding an assignment, and considering the critical need for continuous operation, the Employer's assignment of work will be in effect until such time as the dispute has been resolved between the Parties. Resolution of the dispute will have prospective effect only.
- O. All jurisdictional disputes shall be handled exclusively in the manner specified in Article 8 and will not be referred to the grievance procedures of Article 7. So long as the

Contractor/Employer complies with Article 8, and/or abides by a Settlement Agreement reached by the Unions as to the assignment of work, the Employer shall have no further liability to the Union challenging the work assignment.

- P. The Parties have established a grievance/arbitration procedure to resolve disputes and have established procedures for resolving jurisdictional disputes. Therefore, there shall be no cessation of work covered by any matter subject to the grievance or jurisdictional dispute procedures.
- Q. It is understood that all employees will work together cooperatively as a group and as directed by the Employer. Employees will also cooperate with and follow directions of the Project Owner, or Prime Contractor as required by the Employer.

ARTICLE 21. SAFETY

- A. The employees covered by terms of this Agreement shall at all times be bound by the safety rules and regulations as established by the Project Owner/Prime Contractor and the Employer. These rules are to be posted at conspicuous places.
- B. The Employer will comply with all applicable and valid State and Federal safety laws. The Employer may issue, and from time to time reissue and enforce, such safety rules and programs as it determines are necessary, including those pertaining to the use of tobacco products and facial hair. Such rules and programs are effective upon publication and/or notification.
- C. Prior to starting work onsite, each Employee shall be experienced and properly trained so as to be deemed to be determined as their own "Competent Person" as defined by OSHA, and shall possess the "Right to Stop Work" in the event they believe there is an unsafe condition, or if they are unsure of a situation or circumstance which could be unsafe to them; or any of their co-workers; or anyone else onsite; or the environment;
- (i) Each Employee shall be afforded the complete authority, rights and responsibilities of a "Competent Person" as defined by OSHA and in accordance with the Employer's Standard Operating Procedures, Policies and Programs.

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- (ii) The "Competent Person" designation and 'Right to Stop Work' shall be memorialized in writing with the Employee trained on the Provisions and Standards of Conduct during their initial orientation at the beginning of employment and shall be memorialized in writing through the use of the form enclosed in Addendum 'C' which is made a part of this DDC-PS-PLA by reference.
 - (iii) The "Competent Person" designation and 'Right to Stop Work' Authority shall not be abused or misused by Employees as a means to disrupt work onsite, cause slowdowns, or work stoppages.
 - (iv) Any Employee is authorized to utilize the Stop Work Authority without fear of reprisal, or retaliation of any means by the Employer or any of the Employer's Management or Supervisory Team.

D. Integrated Safety Management System (ISMS)

The Prime Contractor and Employer have established a proactive ISMS Program onsite for all Employees to participate in. Each Trade Union shall appoint representatives to proactively attend meetings, contribute to, and participate in the onsite joint "Health, Safety and Training Committee" and in the ISMS Program as a Spokesperson for all Craft Workers covered by this DDC-PS-PLA. One Union Representative shall be appointed for each Trade/Craft to participate in the Safety Committee and ISMS Program.

E. The Employer may develop and implement safety incentive programs.

F. The Employer agrees to make available to employees Personal Protection Equipment (PPE) at no cost to the employees, where the contractor is required by law to provide such PPE.

G. Performance of any work by an employee in an unsafe manner, or any violation of any safety rule, policy, procedure, or regulation shall be grounds of immediate dismissal or other disciplinary action.

ARTICLE 22. TRAINING REQUIREMENTS

- A. The Union shall provide properly trained and qualified employees as part of the referral process at no cost to the Employer.
- B. Addendum 'D' titled "Training Breakdown" includes a training matrix which clarifies and defines the Union provided Pre-Training modules versus the Employer provided Site Specific Training modules.
- (i) The Union provided Pre-Training is required to be possessed by the Union Referral in order for them to be considered as "*qualified & eligible for employment*" at WVDP. Employees not meeting the training requirements as identified in Addendum 'D' may be dismissed by the Employer.
- C. The Training modules identified as "by Employer" will be provided to the Referral at WVDP, or another location. The Referral will only be eligible to participate in the Employer provided training upon meeting the following criteria:
- (i) Completion of and obtaining acceptable results for medical/physicals and fitness for duty drug & alcohol screening tests, and all safeguards and security provisions.
- (ii) Providing written proof of all Union provided Pre-Training credentials including Training Certificates and current/valid evidence of all Training modules as identified in Addendum 'D'.
- D. A Referral Union Employee will only be considered as "*eligible for employment*" and fully hired AFTER the referral completes and passes all of the Employer required Site Specific Training classes/modules. The Referral will be paid at their regular hourly wage rate & benefit package for the time spent while attending all Employer required Site Specific Training courses. Any Referral who does not pass all required Site Specific Training modules will not be eligible for employment, cannot be fully hired, and may be laid off for cause.
- (i) All Employer provided training shall be provided by the Employer at no cost to the Referral 'Conditional' Employee.
- E. Referrals who do not pass all Employer provided Training shall not be considered as eligible for employment and may be dismissed for cause.

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- F. In the event the Referral does not meet the minimum Union provided Pre-Training Requirements (as defined in Addendum 'D'), the Employer may elect (*at their sole discretion and option*) to provide the Referral such Pre-Training courses as may be offered by the Employer. During such Pre-Training, the Referral shall be paid their regular hourly wage rate & benefit package for the time spent while attending any Employer provided Pre-Training courses.

ARTICLE 23. FITNESS FOR DUTY & TESTING CONSENT

- A. The Union agrees to cooperate with the Employer in all matters required by the Project Owner and/or Prime Contractor with respects to Fitness for Duty and other rules relating to use, abuse and/or possession of drugs or alcohol including but not limited to testing and screening of employees for such prohibited items.
- B. The Employer shall be solely responsible to pay for all medical/physical and Fitness for Duty testing & screening fees at no cost to either the Union or the employee.
- (i) A hard copy of all medical/physical records and/or Fitness for Duty drug and alcohol testing results will be provided to the employee upon written request. Such records are available for employee review within a reasonable timeframe.
- C. Medical/Physical screening shall include evidence of the employee's physical capacity, dexterity and capabilities to perform manual labor under extreme and severe duty conditions such as working in multiple layers of Personal Protective Equipment (PPE), working while wearing a respirator, heavy lifting of packages weighing up to 100 pounds, manual dexterity for work on uneven and irregular surfaces, working in both extremely hot and cold environments, etc.
- Demolition, Dismantling, and Environmental Remediation work is recognized by both the Union and Employer as being extremely physically demanding and the purpose of the medical/physical screening is to ensure the individual person is sufficiently physically fit to perform manual labor under such extreme conditions.
- D. Referrals who do not pass the medical/physical parameters as determined by the Employer's physician shall not be considered as eligible for employment and may be dismissed for cause.

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- E. All employees shall be required to participate in either the Owner's, Prime Contractor's, or the Employer's Fitness for Duty and Drug Screening/Alcohol Testing Programs which are considered to be as a condition of employment.
- (i) All employees shall signify their acknowledgement, consent and acceptance of the Fitness for Duty and Drug Screen Program in writing.
 - (ii) Fitness for Duty includes both Pre-Employment and random drug & alcohol screening/testing throughout the duration of employment.
 - (iii) A copy of a Fitness for Duty Acknowledgement Form and Consent for Testing Form is attached as Addendum 'E' and made a part of this DDC-PS-PLA by reference.
 - (iv) All employees shall acknowledge their consent to have drug and/or alcohol screening test samples collected on a random basis at any time during employment. Failure to provide samples during employment shall be grounds for immediate dismissal and shall be considered as a voluntary quit or withdrawal from employment for Unemployment Insurance purposes.
 - (v) Blood sampling and/or urinalysis sampling is mandatory in the event any employee is involved in any type of accident, OSHA Recordable, first aid, incident or unplanned event at the facility. Any employee testing positive as a result of a drug or alcohol screen test shall be terminated from employment immediately, and classified as "Employee Misconduct".

F. Summary of Hiring Process

The following is meant to provide a summary/highlight of the hiring process as described in the previous two articles, and as part of the "Referral" process described in Article 11;

- (i) Identification of Referral by Union and selection for "Preview" process by Employer.
- (ii) "Preview" process between Employer and Referral = one-on-one (face-to-face).
 - o Confirmation of current Union required training certificates and Referral's capabilities.
- (iii) Selection of 'Referral' as "eligible for employment" by Employer.
 - o Qualified Referrals/Applicants who can perform the essential functions of the job classification with or without reasonable accommodation will

be made a "Conditional Offer of Employment" based on the Referral/Applicant meeting ALL of the following conditions below [paragraphs (iv); (v); (vi); (vii) & (viii)];

(iv) Drug Screen

- Referral must pass drug screen in order to proceed to next step (v).
- One hour of time will be accrued (unpaid until formally & fully hired).
- The Employer pays the cost of the Drug Screen.

(v) Medical/Physical

- Referral must pass medical/physical in order to proceed to next step (vi).
- Four hours of time will be accrued (unpaid until formally & fully hired).
- The Employer pays the cost of the medical/physical.

(vi) Safeguards & Security Clearances

- The Referral/Applicant shall complete all necessary paperwork and disclosures to comply with all Site Security and National Safeguards Provisions.
- Referral must pass Security/Safeguards in order to proceed to next step (vii).
- Failure to meet all those requirements will deem the Referral/Applicant as "Ineligible for Employment" and the "Conditional Offer of Employment" shall become 'Null and Void'.

(vii) Minimal Pre-Training (in lieu of Union Provided)

- In the event the Referral does NOT possess all Union Provided Training credentials as defined in Addendum 'D', the Referral may be dismissed for cause, or Employer may elect to provide (*at the Employers sole discretion and option*) such Training.
- The Employer will pay the cost of the minimal 'Pre-Training' at no cost to the Referral.

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- Referral must pass all required Pre-Training in order to proceed to next step (viii). Referrals who do NOT pass all required minimum Pre-Training may be dismissed for cause.
 - There shall be NO minimum guaranteed paid hours per day, or hours per week during any Employer provided Pre-Training courses.
 - The Referral will be paid at their regular hourly wage rate & benefit package for the time spent while attending Employer provided minimum Pre-Training courses.

(viii) Employer/WVDP Required Site Specific Training

- Referral must pass all Site Specific Training before proceeding to be fully hired.
- The Referrals time in Site Specific Training will be paid at the regular standard wage and benefit package.
- There shall be NO minimum guaranteed paid hours per day, or hours per week during any Employer provided Site Specific Training courses.
- Referrals who do NOT pass all required Site Specific Training may be dismissed for cause.

(ix) Once the Referral meets the eight conditions listed above, the Referral will be considered "*fully eligible for employment*" and can be formally (fully) hired as an Employee. All of the accrued hours in steps (iv) and (v) will then be paid as a 'bonus' at the regular standard wage and benefit package.

(x) If the Referral does NOT pass ALL of the Pre-Training classes, or ALL of the Site Specific Training Classes in the time allowed, then that Referral shall be considered "*Ineligible for Employment*" and the "*Conditional Offer of Employment*" shall become 'Null and Void', and the Referral may be dismissed for cause. The only pay that Referral would receive will be the time paid in paragraph (vii and viii) above.

ARTICLE 24. GENERAL SAVINGS CLAUSE

- A. If any Article or provision of this Agreement shall be declared invalid, inoperative or unenforceable by any competent authority of the Executive, Judicial or Administrative branch of the Federal or a State Government, the Employer and the Unions 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 objectives to its validity and which would be in accord with the intent and purpose of the Article or provision invalidated. The invalidation of any Article or provision shall not extend to any other Article or provision not otherwise declared invalid, inoperative or unenforceable by any competent authority of the Executive, Judicial, or Administrative branch of the Federal or a State Government.
- B. Amendments: This DDC-PS-PLA may be amended or supplemented only by mutual consent of the Parties, reduced to writing and duly executed by each.

ARTICLE 25. RULES

- A. The Employer reserves the right to require all employees to comply with the Employer's and/or the Project Owner/Prime Contractor's reasonable rules and regulations, and to make and enforce such rules for maintenance and discipline of current and prospective employees, and from time to time abolish, amend, or alter such rules, including, but not limited to rules related to anti-harassment, workplace violence, and/or abuse and/or possession of drugs and alcohol, including drug testing.
- B. Violations of the Project rules and regulations are cause for disciplinary action, subject to Article 7 or 7(A) (Complaints and Grievance Procedures) of this Agreement.

ARTICLE 26. UNION SECURITY, DUES CHECKOFF

- A. Where allowed by law, all existing Referral employees covered by this Agreement shall, as a condition of employment, remain a member of the Union in good standing within eight (8) days following the date of their employment.
- B. Where allowed by law, all Employer 'Core' Employees, Supervisors, or Superintendent or other non-union employees, or other employees ("*unaffiliated employee(s)*") who are

not currently Union Members at the time of hiring shall have the opportunity (at their own discretion) to join the appropriate Trade Union for the duration of this DDC-PS-PLA, within the first eight (8) days following the date of their employment. The Union shall provide and grant such employees the full rights and benefits of Union membership and issue the applicable Union Book and Card. Any such employee, shall as a condition of employment remain a member of the Union in good standing. Such Union Membership shall cease upon either the termination of their employment, the failure to remain in good standing with the Union, or the termination of this DDC-PS-PLA, whichever occurs first; unless mutually agreed to otherwise between the Union and the employee.

- C. For each craft worker who executes a written check off authorization, the Project Contractor and/or the Contractor agree to deduct from the wages of each employee, uniformly required dues and/or membership fees. The Union will provide a membership fee deduction form. Remittance of authorized union deductions shall be made no later than 21 working days after the preceding work month of which these actual amounts have been withheld.
- D. The Union agrees to indemnify and save the Project Owner, Prime Contractor, Contractor(s) and/or the Subcontractor(s) harmless against any and all claims, suits, or other forms of expense or liability arising out of action taken by the Employer/Contractor in compliance with the Union's directives under the provisions of dues check-off.
- E. ALL employees, whether affiliated, or unaffiliated with a Trade Union shall be required to pay Union Dues in accordance with applicable Schedule 'A' CBA's. In the case of non-union, unaffiliated employees, the dues payments will be received by the Local Unions as an "Agency Shop Fee" or a "Financial Core Membership", or other designation as described in any specific Schedule 'A' CBA, and shall be non-refundable. Any "dues" obligation for any unaffiliated employee or apprentice will be limited to and construed as a financial core membership unless the unaffiliated employee or apprentice expressly elects otherwise in writing. (i.e. = Joins the Union).
- F. No employee shall be compelled or required to attain or maintain membership in any labor organization to work on the Project Work.

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- G. No Employee shall be discriminated against at the Project Site because of the employee's Union Membership or lack thereof.

ARTICLE 27. LAYOFFS

- A. Layoffs, in so far as is practical, shall only occur at the end of the week. The Employer will not lay off Employees during mid-week with the intent being for Employees to get a full "standard" work week of 40 hours in before layoffs.
- B. Layoff checks will be mailed with the normal paychecks and/or direct deposited with the normal payroll.

ARTICLE 28. TERM OF AGREEMENT

- A. This Agreement shall be in full force and effect from the date signed by American DND, Inc. on page 51 of 53, through August 28, 2017. The Agreement shall be in full force and effect from year to year thereafter unless written notice of desire to change, modify, or terminate the Agreement is served by either Party upon the other. Such notice shall be at least ninety (90) days prior to the date of expiration or any subsequent annual date of expiration.
- B. Notwithstanding the foregoing, this Agreement may be terminated at any time during its term within 30 days after the mutual unanimous written consent of (1.) AMERICAN DND, INC., (2.) SWNYBTC, and (3.) the SIGNATORY UNIONS, or such longer time as the foregoing parties may agree in writing. Absent unanimous consent of these three (3.) Parties, the Agreement shall continue as provided in subparagraph (A).
- i. This Agreement Termination Date shall follow and coincide with the US-DOE Prime Contract #DE-EM0001529 including all Provisions for Early Termination, Suspension, or other Provisions relating to scheduling & duration.

**ADDENDUM A
WAGES AND BENEFITS**

(List of CBA's; Wages & Benefits from Signatory S.W.N.Y.B.T.C. Locals)

ADDENDUM B PROJECT INFORMATION

Project Owner (Client): U.S. Department of Energy (US-DOE)
& NYSERDA

Prime Contractor: CH2M Hill, B&W, West Valley, LLC (CHBWV)
9189 South Jamaica Street
Englewood, CO 80112

Employer: American DND, Inc.
P.O. Box 553
Grand Island, NY 14072

Project Address: West Valley Demonstration Project (WVDP)
10282 Rocksprings Road
West Valley, NY 14171-9799

Scope of Work: Demolition & Dismantling, (D&D), Demolition & Nuclear Decommissioning (DND), Facility Dispositioning, Phase 1 Decommissioning for WVDP, Wrecking, Razing, Salvage, Asset Reduction, Recycling, ALL forms of Environmental & Radiological Remediation in support of and during D&D and DND; Environmental & Radiological Abatement, Mitigation and Environmental & Radiological Cleanup in preparation for, or part of D&D and DND. Hoisting, Rigging & Crane Work, Waste Mitigation, Sorting, Segregation, Packaging & Loading Waste from D&D Activities, New Construction & Renovation to Support the D&D Mission. All Scope of Work (SOW) for Facility Dispositioning in Section C.6.0 of the Prime Contract.

Approx. Project Start Date: May 2012

Project End Date: 8/28/17 or End of Prime Contract #DE-EM0001529

ADDENDUM C

HEALTH AND SAFETY PROGRAM (HASP)

**COMPETENT PERSON ACKNOWLEDGEMENT
AND
COMMITMENT TO SAFETY & STOP WORK AUTHORITY**

The AMERICAN DND HASP has been reviewed by (insert name)
_____ on _____ (date).

A copy has been made available to me at any time.

I understand my responsibilities as a "Competent Person" and will perform all projects in a safe and healthful manner.

I acknowledge and confirm that AMERICAN DND has made all available resources to me that enable me to purchase any / all necessary safety equipment, supplies, and materials to perform the duties of a Competent Person.

I will thoroughly review all aspects of safety on any project I am involved in and establish / prepare safe work methods and procedures for anticipated jobsite hazards.

In the event of unanticipated hazards or unsafe conditions I will **STOP WORK** on the project until the area is safe and safe work procedures are communicated to all employees / associates / sub-contractors.

If I am unable to develop the procedures / methods on my own I will seek assistance from fellow Competent Persons and the AMERICAN DND Corporate Safety Department and AMERICAN DND Management Team.

Signature Competent Person

Date

Signature American DND Rep

Date

**ADDENDUM D
TRAINING BREAKDOWN**

(to be inserted)

**ADDENDUM E
FITNESS FOR DUTY & BLOOD/URINE SAMPLING
ACKNOWLEDGEMENT AND CONSENT FORM**

Endorsement in Support of a Drug-Free Workplace

I BELIEVE that employees of AMERICAN DND have the right to work in a safe workplace, free of drugs and alcohol. THEREFORE, I give my endorsement to the Company in its efforts to make AMERICAN DND free of drug and alcohol abuse, and I will report to work "Fit For Duty" free of drugs and alcohol.

REGARDING AMERICAN DND FITNESS FOR DUTY PROGRAM:

I acknowledge that I have received the Fitness For Duty Program and I acknowledge that I have read and understand the Fitness For Duty Program.

(Check One)

I acknowledge that I **agree** with the Program and will abide by the Fitness For Duty Program as a condition of employment.

I do ***not*** agree with the Fitness For Duty Program.

My signature below is my consent/authorization and agreement to allow sampling/testing (via Blood, or Urine) at any time while I am employed by AMERICAN DND and to release the results to AMERICAN DND.

EMPLOYEE NAME (Print)

DATE

SIGNATURE

Last 4 Digits of SSA #

WITNESS

DATE

Medical Information Release Form

EMPLOYEE NAME (Print) _____

DATE _____

AUTHORIZATION

TO WHOM IT MAY CONCERN:

I HEREBY REQUEST AND AUTHORIZE ANY LICENCED PHYSICIAN, MEDICAL PRACTITIONER, HOSPITAL CLINIC OR OTHER MEDICAL OR MEDICALLY RELATED FACILITY, INSURANCE COMPANY OR OTHER ORGANIZATION, INSTITUTION OR PERSON THAT HAS ANY RECORDS OR KNOWLEDGE OF ME, TO DISCLOSE, WHENEVER REQUESTED TO DO SO BY AMERICAN DND, INC. OR ITS REPRESENTATIVE ANY AND ALL SUCH INFORMATION. A PHOTOSTATIC COPY OF THIS AUTHORIZATION SHALL BE CONSIDERED AS EFFECTIVE AND VALID AS THE ORIGINAL.

(SIGNED) _____ DATE: _____

(ADDRESS) _____

ADDENDUM 'F'
NY WAGE DETERMINATION #NY100008

Attached as Addendum 'F' is the *original* 17 page NY - DOL Wage Determination # NY100008 as included in the Prime Contract and is inserted here for identification & reference purposes only. The actual Wage and Benefit amounts will change throughout the DDC-PS-PLA duration based on regular/annual updates for this Project/Prime Contract.

(NY100008 inserted behind this page)

DDC-PS-PLA SIGNATURE PAGE

(This document may be signed in counterparts, and shall have the same effect as if all parties signed the same document. The effective date shall be considered to be the date which American DND, Inc signs as the 'Employer' after all the Local SWNYBTC Unions have signed.)

For AMERICAN DND, INC.:

William C. Sundeen, President

Date

Bill Schaab, Vice President

Date

Mike Furner, Sr. Project Manager

Date

For Local Building Trades:

Steve Thorpe, SWNYBTC President

Date

, SWNYBTC Vice President

Date

, SWNYBTC, Secretary

Date

, SWNYBTC Treasurer

Date

Date

Date

See attached for specific Unions and Locals.

SEAN MCGARVEY, President

DANA A. BRIGHAM, 1st Vice President
EDWIN D. HILL, 2nd Vice President
JAMES A. GROGAN, 3rd Vice President
JAMES A. WILLIAMS, 4th Vice President
NEWTON B. JONES, 5th Vice President
WILLIAM P. HITE, 6th Vice President



KINSEY M. ROBINSON, 7th Vice President
PATRICK D. FINLEY, 8th Vice President
JAMES P. HOFFA, 9th Vice President
TERRY O'SULLIVAN, 10th Vice President
JAMES BOLAND, 11th Vice President
WALTER W. WISE, 12th Vice President
JOSEPH J. NIGRO, 13th Vice President

Building and Construction Trades Department

AMERICAN FEDERATION OF LABOR - CONGRESS OF INDUSTRIAL ORGANIZATIONS
815 SIXTEENTH ST., N.W., SUITE 600 • WASHINGTON, D.C. 20006-4104
(202) 347-1461 www.BCTD.org FAX (202) 628-0724

May 10, 2012

SENT ELECTRONICALLY
(Original Sent Via US Mail)

Mr. Steven Thorpe, President
Southwestern New York Building and
Construction Trades Council
827 East 2nd Street
Jamestown, NY 14701

Dear Brother Thorpe:

We are in receipt of your proposed Project Labor Agreement for the Facility Dispositioning Demolition & Dismantling & Construction in West Valley, NY (1501-12).

After careful review of your submitted PLA, the Committee recommended its approval. Therefore, the Department also gives its approval to proceed.

It is the duty and responsibility of your Council to notify all affiliates of the pre-job conference, whether they have any equity in the project or not. The affiliates can make the decision to attend or not, based on the nature of the pre-job.

With kind personal regards, I am

Sincerely and fraternally,

Sean McGarvey
President

SM/sdg

cc: Project Review Committee (Sent Electronically)

DDC-PS-PLA SIGNATURE PAGE

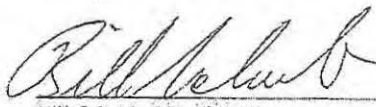
(This document may be signed in counterparts, and shall have the same effect as if all parties signed the same document. The effective date shall be considered to be the date which American DND, Inc signs as the 'Employer' after all the Local SWNYBTC Unions have signed.)

For AMERICAN DND, INC.:



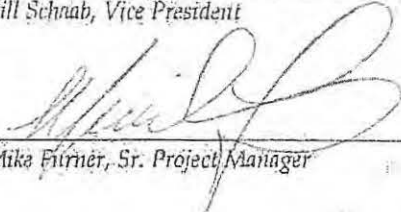
William C. Stundeen, President

5/15/2012
Date



Bill Schnab, Vice President

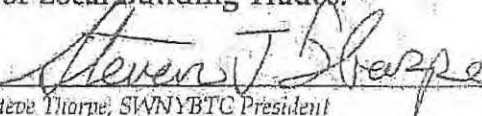
5/15/2012
Date



Mika Firmer, Sr. Project Manager

5-15-12
Date

For Local Building Trades:



Steve Thorpe, SWNYBTC President

MAY 14, 2012
Date

, SWNYBTC Vice President

Date

, SWNYBTC Secretary

Date

, SWNYBTC Treasurer

Date

Date

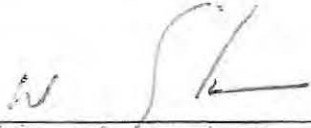
Date

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DDC-PS-PLA SIGNATURE PAGE

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For AMERICAN DND, INC.:



William C. Sandeen, President

5/15/12
Date



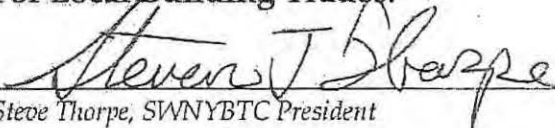
Bill Schaab, Vice President

5/15/2012
Date

Mike Furner, Sr. Project Manager

Date

For Local Building Trades:



Steve Thorpe, SWNYBTC President

MAY 14, 2012
Date

N.A.

, SWNYBTC Vice President

N.A.

Date

N.A.

, SWNYBTC, Secretary

N.A.

Date

N.A.

, SWNYBTC Treasurer

N.A.

Date

Date

Date

Date

Date

See attached for specific Unions and Locals.

Union(s) and Local(s) Signatory to this DDC-PS-PLA

Heat & Frost Insulators Local Union No. 4

By: NO Date: N.A.

Boiler Makers Local Union No. 7

By: YES Date: 5/18/12

Bricklayers Local Union No. 3

By: YES Date: 5/22/12

Elevator Constructors Local Union No. 14

By: YES Date: 5/3/12

Electricians Local Union No. 106 (41)

By: NO Date: N.A.

Ironworkers Local Union No. 6

By: YES Date: 5/3/12

Laborers Local Union No. 621

By: YES Date: 5/3/12

Painters District Council No. 4

By: NO Date: N.A.

Operating Engineers Local Union No. 17

By: YES Date: 5/4/12

TAB #

Union(s) and Local(s) Assigned to this Project: (cont'd)

NA Plumbers & Steamfitters Local Union No. 22
By: NO Date: N.A.

14 Roofers Local Union No. 210
By: YES Date: 5/21/12

13 Sheetmetal Workers Local Union No. 112
By: YES Date: 5/14/12

NA Sprinkler Fitters Local Union No. 669
By: NO Date: N.A.

15 Teamsters Local Union No. 264
By: YES Date: 5/22/12

52 Cement Mason No. 111
By: YES Date: 5/21/12

8 Plasterers/Masons Local Union No. 9
By: NO Date: N.A.

DDC-PS-PLA SIGNATURE PAGE

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For AMERICAN DND, INC.:

William C. Sundeen, President

Date

Bill Schaab, Vice President

Date

Mike Furner, Sr. Project Manager

Date

For Local Building Trades:

Steve Thorpe, SWNYBTC President

Date

, SWNYBTC Vice President

Date

, SWNYBTC, Secretary

Date

, SWNYBTC Treasurer

Date

Date

Date

See attached for specific Unions and Locals.

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Heat & Frost Insulators Local Union No. 4

By: _____ Date: _____

Boiler Makers Local Union No. 7

By: _____ Date: _____

Bricklayers Local Union No. 3

By: _____ Date: _____

Elevator Constructors Local Union No. 14

By: _____ Date: _____

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By: _____ Date: _____

Ironworkers Local Union No. 6

By: _____ Date: _____

Laborers Local Union No. 621

By: _____ Date: _____

Painters District Council No. 4

By: _____ Date: _____

Operating Engineers Local Union No. 17

By: _____ Date: _____

Union(s) and Local(s) Assigned to this Project: (cont'd)

Plumbers & Steamfitters Local Union No. 22

By: _____ Date: _____

Roofers Local Union No. 210

By: _____ Date: _____

Sheetmetal Workers Local Union No. 112

By: _____ Date: _____

Sprinkler Fitters Local Union No. 669

By: _____ Date: _____

Teamsters Local Union No. 264

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Plasterers/Masons Local Union No. 9

By: _____ Date: _____