

**SITE SUPPORT ALLIANCE (SSA)**

**Between**

**SAVANNAH RIVER NUCLEAR  
SOLUTIONS (SRNS)**

**and the**

**AUGUSTA BUILDING & CONSTRUCTION  
TRADES COUNCIL**

**for the**

**DEPARTMENT OF ENERGY**

**at the**

**SAVANNAH RIVER SITE**

**July 11, 2008**

**As Modified**

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**SITE SUPPORT ALLIANCE (SSA)**  
**for the**  
**DEPARTMENT OF ENERGY**  
**at the**  
**SAVANNAH RIVER SITE**

**PREAMBLE**

This Agreement entered into this **eleventh day of July, 2008** by and between Savannah River Nuclear Solutions (hereafter referred to as SRNS or the SUPPORT MANAGER, acting in the capacity of a constructor or otherwise), and its direct subcontractors performing Davis Bacon Act (DBA) covered work, all of whom are hereafter collectively referred to as the EMPLOYER, the Building and Construction Trades Department, AFL-CIO, the Augusta, GA Building and Construction Trades Council its affiliated unions and other unions (all of whom are collectively referred to hereafter as the UNION) all of whose names are subscribed hereto on the attached signature page and who have, through their duly authorized officers, executed this Site Support Alliance (hereafter referred to as the SSA, Agreement or AGREEMENT) for assigned work scope, support services, site services, secondary and supplemental work scope and energy related construction or maintenance projects being built or maintained for the Department of Energy or successor agency (hereafter referred to as the OWNER) at the Savannah River Site (hereafter referred to as the SITE).

WHEREAS, the UNIONS have in their membership throughout the area, members competent and qualified to perform the work of the EMPLOYER; and

WHEREAS, in order to insure relative equity, stabilized terms and condition of employment and uniform interpretations and applications, the UNIONS wish to negotiate and administer said pre hire collective bargaining agreement in concert with each other and all with the EMPLOYER; and

WHEREAS, the EMPLOYER and the UNIONS desire harmonious relations to continue to exist for the benefit of all parties to this Agreement; and

WHEREAS, the EMPLOYER and the UNIONS agree that, due to the particular nature of the work scope covered by this Agreement, their shall be no lockouts or strikes or work stoppages of any type, including sympathy strikes, during the life of this Agreement, and specific provisions must and will be made to achieve this end.

IT IS THEREFORE AGREED by the undersigned EMPLOYER and UNIONS in consideration of the mutual promises and covenants contained herein that this Agreement be made as follows:

## **ARTICLE 1 PURPOSE**

**Section 1.1.** The purpose of this Agreement is to promote the safety, quality of workmanship, efficiency and economy of support services, secondary supplemental work scope and construction operations on the project(s) covered by this Agreement. It is also the intent of the parties to set out uniformly standard working conditions with due consideration for the protection of labor standards and stabilizing wages and working conditions at the SITE.

**Section 1.2.** The signatory parties recognize that this Agreement is designed to be unique, flexible and innovative to address and respond to the evolving and changing missions of the SITE and provide a qualified, trained and experienced local area workforce to respond to potential expanded work scope opportunities.

## **ARTICLE 2 SCOPE OF AGREEMENT**

**Section 2.1.** This Agreement, hereinafter referred to as the SSA or Agreement, shall primarily apply to all construction, plant modernization, maintenance and modification work, subject to the Davis-Bacon Act, and/or the OWNERS Alternate Dispute Resolution Process, and other assigned secondary and supplemental work scope at the SITE. In the event that the Davis-Bacon Act (DBA) or the current Executive Order regarding Project Labor Agreements (PLA) on federally financed projects (such as DOE sites) is repealed, or modified to the extent that it no longer applies, the SUPPORT MANAGER and UNIONS will negotiate appropriate scope language and revised labor agreement language in accordance with Article 23 of this Agreement.

The UNION and EMPLOYER agree to abide by the terms and conditions contained in this Agreement with respect to the administration of this Agreement by the EMPLOYER and the performance of the SRNS direct subcontractors of the project. This Agreement represents the complete understanding of the parties. Issues regarding interpretations of this Agreement are reserved exclusively between the SUPPORT MANAGER, on behalf of all signatory EMPLOYERS, and the signatory UNIONS.

It is agreed that any DBA work scope, contracted or subcontracted direct by SRNS, shall be covered by this Agreement. All SRNS subcontractors, at any tier, performing DBA work scope at the SITE shall sign a Letter of Assent (LOA) binding the EMPLOYER (and any lower tier subcontractors) to the terms and conditions of this Agreement. It is agreed that the terms and conditions of this Agreement shall supersede and override the terms and conditions of any and all other national, area or local collective bargaining agreements. It is understood that this is a self-contained free standing Agreement and that upon the signing of this SSA, the EMPLOYER(S) will not be obligated to sign any other local, area or national agreements. The local collective bargaining agreement(s) of any signatory UNION do not apply to any work scope performed under this Agreement.

The parties agree that the total results of their bargaining and the entire understanding between the parties is embodied in this Agreement. This Agreement shall not be amended or supplemented, except by mutual consent of the signatory parties hereto, reduced to writing and duly signed by each.

**Section 2.2.** Secondary additional or supplemental work scope and/or task orders assigned to the Support Manager or SRNS by others shall be covered by this Agreement, as augmented and modified by the **Supplemental Addendum Agreement (the SAA)**, which by reference and attachment is made a part of this Agreement. Work scope issues, work and jurisdictional assignments and the composition of any discretionary mixed crews for work addressed in the **SAA** shall not be subject to Article 7 and Article 8 of this Agreement. Under the **SAA**, such issues are a sole function of management's rights and are at the sole discretion of SRNS or others.

**Section 2.3.** This Agreement shall only be binding on the signatory parties hereto and shall not apply to parents, affiliates, subsidiaries or other ventures of such company, unless they are performing DBA covered work within the primary scope of this Agreement at the SITE.

**Section 2.4.** The SUPPORT MANAGER or SRNS has the absolute right to select any qualified EMPLOYER for the award of contracts or subcontracts on the project.

**Section 2.5.** Items specifically excluded from the scope of this Agreement include:

- A. 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 Elevator Constructors National Agreement, with the exception of Articles 20, 7 and 8 of this Agreement which shall apply to such excluded work.
- B. Work of non-manual employees, including but not limited to superintendents, supervisors, engineers, field engineers, surveyors, inspectors, quality control personnel, quality assurance personnel, NDE personnel, timekeepers, mail carriers, clerks, office workers, messengers, guards, emergency medical and first aid technicians and other professional, engineering, administrative, supervisory and management employees.
- C. Equipment and machinery in the care, custody and control of the OWNER or Operating Contractor (SRNS).
- D. All vendor deliveries to and from anywhere on the SITE.
- E. The removal of trash, scrap, surplus, spoilage and waste materials from designated areas on the project. *(This does not apply to DBA work performed under a demolition or remedial action contract.)*
- F. All employees of the EMPLOYER not performing manual labor or above the level of General Foremen
- G. It is understood that 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 between or among the OWNER, Operating Contractor (SRNS) or any EMPLOYER.
- H. It is understood that the OWNER and/or Operating Contractor (SRNS), at their sole option, may terminate, delay and/or suspend any or all portions of the project at any time.

**Section 2.6.** Nothing herein shall be construed to prohibit or restrict the OWNER or Operating Contractor (SRNS) or its employees or its contractors from performing work not covered by this Agreement on the SITE. As areas and systems of the SITE are inspected and construction tested by the

EMPLOYER and accepted by the OWNER or Operating Contractor (SNRS), this Agreement will not have further force or effect on such items or areas, except when the EMPLOYER is directed by the OWNER or Operating Contractor (SNRS) to engage in repairs, modification, checkout and warranty functions required by its contract with the OWNER.

**Section 2.7.** All work scope deemed to be covered by the DBA and contracted or subcontracted, at any tier, by the Operating Contractor (SRNS) shall be covered by this Agreement. All applicable EMPLOYERS (contractors and subcontractors at any tier) shall execute the LOA to this Agreement.

### **ARTICLE 3 MANAGEMENT'S RIGHTS**

**Section 3.1.** 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 administering disciplinary action. 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 schedule work, and shall determine when overtime will be worked and who will work overtime. 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 and residual rights of management not specifically limited by the terms of this Agreement.

**Section 3.2.** Except as expressly limited by other specific provisions of this Agreement, the EMPLOYER retains the exclusive right to direct the workforce including, but not limited to; the hiring, promotion, transfer, layoff, discipline, suspension, or discharge for just cause of its employees; the selection of foreman and general foreman (with input from the UNION), the assignment and scheduling of work, including mandatory overtime work; the promulgation and subsequent revision of reasonable work rules and labor relations policies and procedures. The EMPLOYER may utilize any methods and techniques of construction, maintenance and support services.

**Section 3.3.** There shall be no restrictions or limitations upon the EMPLOYER'S choice of materials, components or equipment regardless of source, vendor or location including, but not limited to, no restrictions or limitations on the full use and utilization of; equipment, machinery, packaging, pre-cast, pre-fabricated, off site fabricated, pre-finished and pre-assembled components of any type or description.

**Section 3.4.** Should the UNIONS signatory to this Agreement enter into any project labor agreement(s) (present or future) applicable to work at the SITE which grants any terms and conditions more favorable to the EMPLOYER than the terms and conditions in this Agreement, then SRNS, the SUPPORT MANAGER and EMPLOYERS signatory to this Agreement, may, at their sole discretion, automatically be entitled to such terms and conditions. Upon written notice by the SUPPORT MANAGER, the LMCC shall address this issue within thirty (30) days notice and develop the appropriate amendment(s) and/or the applicable contract language revisions, as may be required, incorporating the more favorable terms and conditions of any applicable (SRS only) project labor agreement at the SITE into this Agreement.

## **ARTICLE 4 RECOGNITION**

**Section 4.1.** The EMPLOYER recognizes the signatory UNIONS as the exclusive collective bargaining agents for its employees. The signatory parties acknowledge that the collective bargaining relationship that is established in this pre hire Agreement is pursuant to Section 8(f) of the National Labor Relations Act. It is further agreed that the employees working under this Agreement shall constitute a bargaining unit separate and distinct from all others.

**Section 4.2.** 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 UNION(S) and any other EMPLOYER covered by this Agreement.

**Section 4.3.** UNIONS signatory to this Agreement commit they will not support, in any manner, any union(s) which refuse or fail to become signatory to this Agreement, nor will they request the EMPLOYER to honor claims of any non-signatory union(s). Furthermore, signatory UNIONS commit that they and their members will not honor or support any disruptive activities or inducements of any union(s), entities or individuals that violate the no strike and no labor disruptions commitments of this Agreement. Non-signatory unions are not recognized and have no standing under this Agreement.

## **ARTICLE 5 EQUIPMENT INSTALLATION**

**Section 5.1.** Specialized, leased, or warranted equipment, such as computers and the like, and/or classified processing equipment may be installed and/or serviced by individuals not covered by this agreement. Warranty service on any equipment may be performed by the vendor's personnel.

**Section 5.2.** The on-site instillation or application of all DBA covered work items will be performed by the craft having jurisdiction over such work; provided, however, instillation of manufactured items may be performed by employees under this Agreement who may be directed by other supervisory personnel, or, by employees of the vendor or manufacturer where performance of the work by those non covered employees is expressly stated in the vendor's or manufacturer's written contract or warranty. The EMPLOYER shall review such situations with the impacted UNIONS prior to the commencement of such work at the SITE.

**Section 5.3.** The use of new technology, equipment, machinery, tools and/or labor saving devices and methods of performing work may be initiated by the EMPLOYER from time-to-time during the project. The UNIONS agree that they will not in any way restrict the implementation of such new devices or work methods.

## **ARTICLE 6 REFERRAL OF EMPLOYEES**

**Section 6.1.** The UNIONS are recognized by the EMPLOYER as a source of employment referrals. When craft employees are needed, the EMPLOYER shall first notify the UNIONS as to the number and classification of employees required.

**Section 6.2.** The Local UNIONS administer and control their referral, 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.

**Section 6.3.** Applicants for the various classifications covered by the Agreement required by the EMPLOYER shall be referred to the EMPLOYER by the UNION(S). Each EMPLOYER shall have the opportunity to hire up to four (4) key employees at the entire SITE. The EMPLOYER and the UNION(S) must comply with the referral process defined in **Appendix B and C**, which by reference and attachment are made a part of this Agreement. The EMPLOYER has the right to determine the competency of all employees, the right to determine the number of employees required, the right to request employees with special skills and qualifications and shall have the sole responsibility for selecting the employees to be laid off. The EMPLOYER shall also have the right to reject any applicant referred by the UNIONS.

**Section 6.4.** The UNION shall not refer employees employed at the SITE by a signatory EMPLOYER to other employment, nor shall the UNION engage in other activities which encourage workforce turnover or absenteeism.

**Section 6.5.** The above shall not restrict the EMPLOYER from soliciting and hiring qualified personnel from any other source, provided the UNIONS are unable to fulfill manpower requirements within forty-eight (48) hours; emergencies, Saturdays, Sundays and holidays excluded. Where the UNIONS are not able to fulfill the manpower requests in a timely manner and the EMPLOYER is required to utilize other sources (after five work days notice to the UNION), employees hired under these circumstances shall not be dispatched by the UNION or covered by this Agreement, except to the extent that applicable labor and employment laws may apply.

**Section 6.6.** During a reduction in force, the EMPLOYERS have the right to retain the employees of their choice without regard to any other criteria. Employees terminated for cause shall not again be referred for employment to the SITE for EMPLOYER'S signatory to this Agreement for a period of ninety (90) days and the UNION may not require the rehire of such employees.

**Section 6.7.** An employee or applicant required to satisfactorily demonstrate his/her ability to perform certain tasks through an examination or test (i.e., welding test, etc.) shall be paid for that time required to take the exam or test provided the employee or applicant successfully passes the exam or test. Non-paid welder testing and certification programs currently recognized in the Boilermaker and United Association national programs shall be recognized in this Agreement.

**Section 6.8.** Any terms and conditions regarding UNION referral of employees in other labor agreements covering the SITE that have more favorable terms and conditions for the EMPLOYER than those covered in this Agreement shall, if requested by the EMPLOYER, be extended to this Agreement.

**Section 6.9.** The EMPLOYERS and the UNIONS recognize a desire to facilitate the entry into the building and construction trades of veterans 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”) and the Center’s “Helmets to Hardhats” program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

**Section 6.10.** The UNIONS and EMPLOYERS agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this SITE and of apprenticeship and employment opportunities for this SITE to the extent permitted by law, the UNIONS will give credit to such veterans for bona fide, provable past experience.

## **ARTICLE 7 GRIEVANCE PROCEDURE**

**Section 7.1.** Represented manual craft employees are encouraged to process any EEO/AA related complaints or Employee Concerns through the grievance procedure contained in this Agreement.

**Section 7.2.** All disputes or grievances, including those identified in Section 7.1 of this Article, and all grievances over the interpretation and application of this Agreement, exclusive of questions of jurisdiction on work or any **Supplemental Addendum Agreement** work scope, discretionary mixed crews or crew mix issues, shall be handled in the following manner:

**Step 1.** All disputes or grievances over EMPLOYER actions under this Agreement which are not resolved informally, shall be resolved between the aggrieved party, the designated craft steward, and the aggrieved party's immediate supervisor. In order to encourage the resolution of disputes or grievances at STEP 1 of this grievance procedure, the parties agree that such settlements at STEP 1 shall not be precedent setting.

**Step 2.** If the dispute or grievance is not resolved informally, as set forth in STEP 1, within five (5) working days, then either aggrieved party (the UNION or the EMPLOYER) shall reduce the dispute or grievance to writing on a form provided by the SUPPORT MANAGER. The Business Representative of the UNION and the EMPLOYER'S designated representative shall meet at the SITE within five (5) working days after receipt of the written dispute or grievance. If there is no settlement at STEP 2, then the aggrieved parties shall proceed to STEP 3. Grievances not resolved in STEP 1 or 2, and which proceed to STEP 3, shall be coordinated through and monitored by the SUPPORT MANAGER.

**Step 3.** If the dispute or grievance is not resolved at STEP 2, it shall be referred to the General President of the UNION or his designated International Representative and the appropriate representative of the EMPLOYER. If the dispute or grievance is not promptly settled on this level, the parties may by mutual written agreement extend the period for settlement to a fixed date, or the dispute or grievance may promptly be submitted to arbitration as set forth below.

**Step 4.** If, after referral to STEP 3, the dispute or grievance remains unresolved, and there is no mutual written agreement to extend the period for settlement to a fixed date, then the matter shall then be referred to arbitration by either party, upon written notice to the other. If the parties are unable to agree upon an arbitrator, application may be made by either party to the Federal Mediation and Conciliation Service for a panel of five (5) arbitrators, upon receipt of which, both parties shall immediately alternately

strike names until the last name remains, which person shall be designated as the arbitrator. The decision of the arbitrator shall be rendered no later than fifteen (15) days from the date of submission and shall be final and binding upon the EMPLOYER and upon the UNION and its members. The arbitrator shall have no authority to change, amend, add to, or detract from any of the provisions of this Agreement.

**Section 7.3.** In the event either party is entirely sustained by the arbitrator, the other party shall pay the entire cost of the proceedings, including compensation for the services of the arbitrator. Should a split decision be rendered by the arbitrator, the arbitrator shall similarly determine the split in cost, as in the arbitrator's judgment, is equitable between the parties. The EMPLOYER and UNION shall pay their own expense, including attorney fees, incidental to the preparation and presentation of its case.

**Section 7.4.** At the request of either party, the arbitrator's decision shall be reduced to writing, setting forth at a minimum the pertinent facts of the grievance, the decision and the reasons for such decision. Subject decision shall be final and binding on all parties herein, but shall be final and binding only with respect to the issue or issues submitted by the parties. If either party refuses to abide by the decision of the arbitrator, then the aggrieved party shall be free to enforce the award in any legal manner.

**Section 7.5.** The time limits specified in any step of the Grievance Procedure may be extended by mutual agreement of the parties initiated by the written request of one party to the other, at the appropriate step of the Grievance Procedure. However, failure to process a grievance, or failure to respond in writing, within the time limits provided above, without a request for an extension of time, shall be deemed a waiver of such grievance to the other without prejudice, or without precedent to the processing of and/or resolution of like or similar grievances or disputes.

**Section 7.6.** Grievances relating to the acts or failure to act of any particular party shall be filed against that party. There shall be no actual or threatened work stoppage, work interruption, slowdown, featherbedding, sit-down, strike, picketing, hand billing, or public notice of any kind during the entire term of proceedings under this Grievance Procedure.

**Section 7.7.** No adjustment or grievance decision may provide for retroactivity or back pay exceeding sixty (60) days prior to the date of the filing of the written grievance.

## **ARTICLE 8 WORK ASSIGNMENTS**

**Section 8.1.** A crew assigned to a specific job assignment, when encountering some unforeseen part of that assignment that necessitates the use of another craft not present, will be allowed to perform such work so as to allow the primary craft to continue their work unencumbered, providing the ancillary work does not exceed four (4) hours in any shift. In such cases, the craft with the proper jurisdiction would then be called. Work performed under this Section shall not establish a precedent for future jurisdictional assignments.

**Section 8.2.** The EMPLOYER and the UNIONS recognize the necessity for eliminating restrictions and promoting efficiency and agree that no rules, customs or practices shall be permitted that limits the production or increases the time or manpower required to do the work.

**Section 8.3.** The UNIONS and the EMPLOYER agree that specific work operations or conditions may be enhanced through the implementation of a composite crew. If an EMPLOYER identifies a specific work operation that may be performed more efficiently by a composite craft arrangement, the involved EMPLOYER will notify the affected UNIONS. A meeting will be held with the affected UNIONS where the EMPLOYER will provide forecasted staffing levels, duration and scope details. Upon agreement of the affected UNIONS, the EMPLOYER may implement the composite arrangement within the limitations set forth in the meeting.

**Section 8.4.** Work scope covered by Article 2, Section 2.1 shall be assigned by the EMPLOYER in accordance with the Procedural Rules and Regulations for the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan"). Only jurisdictional disputes covering work scope specified in Section 2.1 will be settled in accordance with the procedural rules and decisions of such Plan or successor agency.

**Section 8.5.** Where a jurisdictional dispute involves any UNION or EMPLOYER not a party to the procedures established by the Impartial Jurisdictional Disputes Board (or successor agency) or is not resolved between the UNIONS, it will be referred for resolution to the International UNIONS, with which the disputing UNIONS are affiliated. Work assignments and the composition of any discretionary mixed crews for work scope as covered and defined in the SAA to this Agreement shall be at the sole discretion of SRNS or the SUPPORT MANAGER and not subject to Section 8.4 above.

**Section 8.6.** The SUPPORT MANAGER will insure that each EMPLOYER holds a pre-job conference prior to DBA work scope, covered by Article 2, Section 2.1, actually starting at the SITE. Good faith efforts will be made by the SUPPORT MANAGER and EMPLOYER to resolve all anticipated disputes over work assignments. These efforts will include pre-job conferences, mark-up meetings and jurisdictional disputes meetings between Business Representatives and/or International Representatives.

**Section 8.7.** There shall be no work stoppage or interruption of work while any jurisdictional dispute is being resolved. The work shall proceed as originally assigned by the EMPLOYER until the dispute is resolved. This shall apply to all work scope and work assignment issues covered by this Agreement and the referenced and attached SAA.

**Section 8.8** No back pay or monetary penalty of any type shall be assessed as a result of the resolution of any jurisdictional dispute or work assignment dispute. All applicable DBA requirements shall apply. Double or over manning is also not recognized.

## **ARTICLE 9 UNION REPRESENTATION**

**Section 9.1.** Authorized representatives of the UNION on UNION business shall have access to the SITE during working hours. They shall comply with visitor and security rules established for the SITE.

**Section 9.2.** Each craft signatory to this Agreement and working on projects covered by this Agreement may place one (1) working steward for each EMPLOYER to act as a representative of the UNION in connection with UNION business. Multiple stewards are recognized for the two UNIONS which currently have this practice. Stewards shall be allowed reasonable time to conduct UNION business. Each craft may have a steward on the job when work of that craft is being performed. The steward will remain on the job as long as he/she is qualified, willing, and able to perform the work. In the event of overtime work, the UNION may name one of the workers performing the overtime work to act as steward if the regular steward is not qualified to perform the overtime work. The working steward will be paid at the applicable wage rate for the job classification in which he/she is employed. There shall be no non-working stewards. Each steward shall be concerned with the employees of the steward's EMPLOYER and not with the employees of any other employer.

**Section 9.3.** If a steward is to be terminated for cause, the EMPLOYER will notify the UNION, immediately by phone and follow up in writing, prior to taking such action.

**Section 9.4.** On work where the OWNER'S personnel or Operating Contractor (SRNS) personnel may be working in close proximity of the construction activities, the UNION agrees that UNION representatives, stewards and individual workers will not interfere with the OWNER'S or Operating Contractor's (SRNS) personnel or with the work which is being performed by the OWNER'S or the Operating Contractor's (SRNS) personnel.

## **ARTICLE 10 WAGE AND BENEFITS**

**Section 10.1.** The hourly base wage rates and UNION fringe benefits paid employee shall be the hourly wage rates and UNION benefits as contained in the SRNS/SUPPORT MANAGER **Appendix A**, attached hereto, and by reference made a part of this Agreement.

**Section 10.2.** 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 employee group or association as a condition for making such contributions.

**Section 10.3.** Existing wage/fringe package may be reallocated to existing fringe benefit funds, with thirty (30) days written notice from the Trustees to the SUPPORT MANAGER. In any reallocation, the

total wage/fringe package shall not exceed the total of the existing wage/fringe package as contained in the SRNS **Appendix A**, which specifies the SITE DBA rates and any year to year adjustments.

**Section 10.4.** Future hourly wage rates and UNION fringe benefit adjustments for the SITE will be made once a year, effective the first full pay period in October of each succeeding year, for all crafts and covering all contracts and signatory EMPLOYERS. The adjustments will be determined by the SUPPORT MANAGER and a committee comprised of one (1) representative from each of the signatory UNIONS using the average wage and fringe benefit monetary adjustment as arrived at by the Southeastern States Survey with independent confirmation by the Construction Labor Research Council (CLRC) Southeast States Survey, or successor agency.

**Section 10.5.** Existing "Amended Benefits" will be recognized only for manual craft employees who originally selected Option A benefits and who were on the active manual craft payroll as of the August 2008 date of transition. Craft employees who are currently on **Option A** at the time of transition and, who may subsequently be terminated and are later rehired at a future date, shall be exclusively on UNION fringes and the **Option A** coverage shall not apply.

**Section 10.6.** Industry promotion, administrative funds or other national funds that are recognized by industry standards and are a direct benefit of site employees are considered fringe benefits for the purpose of this agreement and shall be a recognized component in future annual wage surveys subject to prior appropriate approval.

**Section 10.7.** The EMPLOYER agrees that it will, when requested by the UNION, deduct from the pay of each employee, who is at the time a member of the UNION, or made application to become a member of the UNION, current UNION working dues or assessments from the gross wages. These deductions shall be deducted upon presentation of a proper legal payroll deduction authorization signed by said employee requesting such deduction, and remitted monthly of the following month the aggregate amount of such deduction directly to the respective Local UNION.

**Section 10.8.** This Section is removed from the original SSA dated July 15, 2009.

**Section 10.9** This Section is removed from the original SSA dated July 15, 2009.

**Section 10.10.** Fringe benefit payments shall be paid only on the basis of hours worked, not hours paid for, except where this is in violation of existing applicable trust agreements, in which case the provisions of existing applicable trust agreements will prevail.

## **ARTICLE 11 HOURS OF WORK, OVERTIME, SHIFT PROVISIONS**

### **Section 11.1. The Standard Work Day.**

The standard work day shall be eight (8) hours and the standard work week shall be forty (40) hours, Monday through Friday, provided however that nothing herein shall be construed as guaranteeing any employee eight (8) hours of work per day or forty (40) hours of work per week. The standard work week shall commence with the start of the first shift (day shift) on Monday morning. Starting time for the standard work day or work week for service crafts such as drinking water crew, shuttle drivers, equipment

mechanics, traffic flagman, fire watch etc., may be adjusted between the hours of 4:00 a.m. and 11:00 a.m. to accommodate weather conditions, traffic, emergency outages or other circumstances beyond the control of the EMPLOYER.

### **Section 11.2. Standard Shift Work.**

- A. The first shift (day shift) shall consist of eight (8) hours work for eight (8) hours pay at the basic straight time hourly wage rate, plus one-half (1/2) hour unpaid lunch period. The first shift shall be worked between the hours of 7:00 a.m. and 3:30 p.m.  
The second shift (swing shift) shall consist of seven and one-half (7 1/2) hours work for eight hours pay at the basic straight time hourly wage rate, plus one-half (1/2) hour unpaid lunch period. The second shift shall be worked between the hours of 4:00 p.m. and 12:00 midnight.  
The third shift (graveyard shift) shall consist of seven (7) hours work for eight (8) hours pay at the basic straight time hourly wage rate, plus one-half (1/2) hour unpaid lunch period. The third shift shall be worked between the hours of 12:00 midnight and 7:30 a.m.
- B. Fringe benefit contributions for employees working a full second or third shift shall be paid on the basis of eight (8) hours.
- C. Shifts shall be established and continue for a minimum of five (5) consecutive work days. If Saturday and/or Sunday are worked, they shall be included in the five (5) day minimum period. If an EMPLOYER is working in multiple geographic areas of the SITE, shifts must be established by area.
- D. The EMPLOYER may adjust the starting time of any shift by up to one (1) hour, either before or after the starting times defined in Section 2 - A of this Article. When changing the starting time to establish a new shift, the EMPLOYER must comply with Section 11.2 - C of this Article.

### **Section 11.3. Four-Ten Shift**

The EMPLOYER shall have the right to establish a first and/or second shift consisting of four (4) consecutive ten (10) hour days, either Monday through Thursday or Tuesday through Friday. The first shift shall be ten (10) hours work, for ten (10) hours pay at the basic straight time hourly wage rate, plus a one-half (1/2) hour unpaid lunch period. The first shift shall be worked between the hours of 7:00 a.m. and 5:30 p.m. The second shift shall be nine and one-half (9 1/2) hours of work for ten (10) hours pay at the basic straight time hourly wage rate, plus a one-half (1/2) hour unpaid lunch period. The second shift shall be worked between the hours of 6:30 p.m. and 4:30 a.m. Fringe benefit contributions for employees working a full second shift shall be paid on the basis of ten (10) hours.

- A. The EMPLOYER may adjust the starting time of any four ten shift by up to one (1) hour, either before or after the standard starting times defined in Section 3 of this Article. When changing the starting time to establish a new shift, the EMPLOYER must comply with Section 3-B of this Article.
- B. Shifts shall be established and continue for a minimum of four (4) consecutive work days. If an EMPLOYER is working in multiple geographic areas of the SITE, shifts must be established by area.

- C. Employees assigned to a four-ten shift can not be transferred to another four-ten shift when a holiday or make-up day falls on either of the shifts.

#### **Section 11.4. Alternating Four-Tens**

Under this operation the day shift manual workforce is organized into two (2) teams. The "A" team works four (4) consecutive ten (10) hour days. On the fifth day the "B" team continues the work activities for four (4) consecutive ten (10) hour days. On the ninth day the "A" team returns to work to continue the construction activities. The four (4) day alternating "A" and "B" team operation can continue on a year-round basis. The same pattern applies for second shift. If two shifts are established, they shall be consecutive.

- A. In this arrangement the standard work day for all employees will be ten (10) consecutive hours of work, exclusive of one-half (1/2) hour non-paid lunch period. On "A" and "B" team operation, the first ten (10) hours worked shall be paid at the basic straight time hourly rate. After ten (10) hours of work the rate shall be one and one-half (1 1/2) times the basic straight time hourly wage rate. On a second alternating shift, the shift shall consist of nine and one-half (9 1/2) hours work for ten (10) hours pay at the basic straight time hourly wage rate. Under this shift option, Saturday shall be paid at straight time and Sunday shall be paid at one and one-half (1 1/2) times the basic straight time hourly wage rate. The work day for each employee shall be defined as the twenty- four (24) hour period which begins with the regular starting time of the employee's shift and ends with the regular starting time of the employee's shift the following day. In this shift arrangement, the day shift shall be worked between the hours of 6:00 a.m. and 6:30 p.m., as described above.
- B. Those General Foremen and selected Foremen who are directed to report to work the day before the first day of the four (4) day work cycle to complete preparations for their team's scheduled work activities shall work eight (8) hours on that day and be paid one and one-half (1 1/2) times the basic straight time hourly wage rate.
- C. If, for any reason, an employee is directed to report to work the day after completion of their four (4) day shift, they shall be paid at the rate of two (2) times (double) the basic straight time hourly wage rate. The second day after shall be paid at one and one-half times. The third day shall be paid at double time and the fourth day at one and one-half times. If, for any reason, an employee is directed to report to work the day before their shift, that day shall be paid at one and one-half the straight time hourly rate. Two days prior will be paid at double time. Three days prior at one and one-half and four days prior at double time.
- D. Changing from one alternating shift to another, including a standard shift work or a four-ten (4-10) shift, will not be permitted without a minimum of two (2) consecutive non-working days. Work performed on either of the two consecutive non-working days shall be paid at the applicable overtime rate as defined in section 4 - C of this article.
- E. Fringe benefit contributions for employees working a full second shift shall be paid on the basis of ten (10) hours.

#### **Section 11.5. Overtime**

Except as specifically modified in **ARTICLE XI, Sections 3, 4 and 6** of this Article, all work performed in excess of the standard work day or shift, Monday through Friday, and all work performed on Saturday, shall be at the rate of one and one-half (1 1/2) times the basic straight time hourly wage rate. All work performed on Sundays and Holidays, shall be paid at two (2) times the basic straight time hourly wage rate. There shall be no duplications or pyramiding of overtime and/or premium pay.

**Section 11.6. Make-up Day**

In the event it is not possible to work Monday through Friday on a standard work day because of weather conditions, the EMPLOYER shall have the option of having Saturday available as a make-up day at straight time pay up to forty (40) hours of work. Time worked over forty (40) straight time hours in the work week or in excess of a standard work day, shall be at the applicable overtime rate. This provision also applies to the four-ten shift, where Friday is the make-up day for the Monday through Thursday shift. Monday may be a make-up day for any day missed on the Tuesday through Friday four-ten shift. Make-up days are strongly encouraged to support critical work packages, but are voluntary. If an employee informs his/her supervisor during the preceding shift, that he/she is unable to work the make-up day, failure to work the make-up day will not be considered as absenteeism.

**ARTICLE 12  
HOLIDAYS**

**Section 12.1.** Unpaid holidays recognized under this AGREEMENT shall be; New Year's Day, Last Monday in May, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

**Section 12.2.** Should any of these holidays fall on a Saturday, the Holiday shall be observed on the day prior, being Friday. Should any of these Holidays fall on Sunday, the Holiday shall be observed on the next day, being Monday. When such Holidays fall on a Tuesday or Thursday, the EMPLOYER shall have the option to close down the job on Monday or Friday, as applicable, provided notice is given to the employees one (1) week in advance. A Holiday shall be the 24-hour period commencing with the start time on the first shift on the day of the Holiday. No work shall be performed on Labor Day except to save life or property.

**Section 12.3.** It will not be a violation of this Agreement when the EMPLOYER, OWNER or Operating Contractor (SRNS) considers it necessary to shut down the project because of an emergency situation that could endanger life, safety, or property. In such cases employees will be compensated only for actual time worked.

**ARTICLE 13  
MINIMUM PAY AND REPORTING TIME**

**Section 13.1.** When employees report for work at the time and place specified by the EMPLOYER and they are not put to work or they work less than two (2) hours, they shall be paid for two (2) hours at the applicable straight time rate of pay. If after working two (2) hours they are prevented from working a full eight hours, they shall be paid for actual hours worked. It is the intent of this Section that employees who show up for work shall be paid at least two (2) hours of a shift except when they have been notified, at the EMPLOYER'S expense. If employees leave the job on their own accord, they will be paid for actual hours worked. If employees report to work in a condition unable to work, they will not be eligible for reporting pay.

**Section 13.2.** If called in for an emergency project, employees shall be paid a minimum of four (4) hours or actual hours worked over four (4) hours.

## **ARTICLE 14 SPECIAL PROCESSING TIME**

**Section 14.1.** To accommodate the OWNER'S requirements and procedures and to comply with DOE security regulations and applicable state, federal and OSHA requirements, the EMPLOYER shall be allowed up to a maximum of eight (8) hours straight time for pre-employment, non-paid, processing time, on the first day of employment. Employees must report to the EMPLOYER designated location within one (1) hour from the start of the shift. Pre-employment processing will not extend into premium hours. Applicants referred by the UNIONS to the EMPLOYER for employment who are not hired for reasons of substance abuse, medical, security, or craft qualification requirements will not be paid for any time spent in pre-employment processing.

**Section 14.2.** Applicants who fail to pass the pre-employment drug screen will not be eligible for a re-hire process without approval of the EMPLOYER and a minimum of one year penalty period as directed by DOE.

## **ARTICLE 15 LABOR MANAGEMENT COOPERATIVE COMMITTEE**

**Section 15.1.** The parties to this Agreement hereby recognize the necessity of communication and cooperation and the elimination of disputes, misunderstandings or unfair practices on the part of any party. To secure this end, it is hereby agreed that a Labor Management Cooperative Committee (LMCC) shall be established to be composed of representatives of signatory EMPLOYERS at the SITE, and UNIONS party to this Agreement who shall meet as required, but not less than quarterly. The UNIONS and EMPLOYERS shall at such meetings present facts concerning any alleged violation of any part of this Agreement. They shall also bring up any practice which, in their opinion, might lead to a misunderstanding or dispute between the signatory parties.

**Section 15.2.** The SUPPORT MANAGER shall chair the LMCC, develop procedures of operation, and publish meeting agenda and issue minutes of each meeting.

**Section 15.3.** The LMCC shall not be used for the purpose of arriving at any agreement to supersede, alter, modify, amend, add to or detract from this Agreement.

**Section 15.4.** The LMCC may address issues of SITE wide importance and respond to issues that stabilize SITE wide conditions, promotes labor harmony and mitigates potential labor disruptions.

**Section 15.5.** In the interest of tripartite cooperation, the OWNER may attend and participate in LMCC meeting on an advisory and non voting basis. Executive sessions of the LMCC shall be restricted to the parties' signatory to this Agreement.

## **ARTICLE 16 SUBCONTRACTING**

**Section 16.1.** Any subcontractor, of whatever tier, performing DBA covered work on the project SITE shall become signatory to this Agreement. Such subcontractor shall indicate his/her acceptance of the terms and conditions of this Agreement by signing the LOA to the Agreement and delivering a copy to the appropriate UNION(S) and SUPPORT MANAGER prior to commencement of work on the SITE. This Agreement shall apply to and be binding upon EMPLOYERS for work performed by them on this project only. All subcontractors, of whatever tier performing work at the project SITE will arrange and conduct a pre-job conference with the signatory UNIONS prior to starting their work on the project.

**Section 16.2.** All subcontractors will be required to pay an aggregate total wage and benefit package as contained in the **Appendix A** (and any subsequent revisions) of this Agreement through the duration of their work on the project and will provide certified payrolls to SRNS or the SUPPORT MANAGER which will be made available to the UNION upon request.

**Section 16.3.** This Article on subcontracting shall only apply to DBA covered work scope that is contracted or subcontracted by the Operating Contractor (SRNC) and where SRNS or the SUPPORT MANAGER is acting in the capacity of a constructor. This Article shall not apply to any other work scope, including any secondary or supplemental work scope covered by the **SAA**.

## **ARTICLE 17 GENERAL CONDITIONS**

**Section 17.1.** The OWNER and Operating Contractor (SRNS) retain the right to contract directly with other companies for work not covered by this Agreement at the SITE. The UNION shall not interfere in any way with the OWNER'S or these companies' personnel, operation or facilities at the SITE.

**Section 17.2.** The selection (with UNION input) and number of Foreman and General Foremen, including the number and type required, shall be entirely the responsibility of the EMPLOYER. In the selection process, the EMPLOYER must consider safety, technical skill requirements, and the craft that has primary jurisdiction. The EMPLOYER may require Foremen to be working employees.

**Section 17.3.** There shall be no restriction other than may be required by safety regulations on the number assigned to any crew.

**Section 17.4.** It is agreed and is the intent of the parties that there be a full day's work for a fair day's wages.

**Section 17.5.** There will be no slowdowns, standby crews and make-work practices.

**Section 17.6.** In the interest of the future of the construction industry in the Central Savannah River Area (CSRA) of which labor is a vital part, and to maintain the most efficient and competitive posture, the UNION pledges to work with management to produce the most efficient utilization of labor and equipment on the project in accordance with this Agreement.

**Section 17.7.** There shall be no organized coffee or rest breaks on the project.

**Section 17.8.** Pay day shall be once a week with no more than five (5) days held back. Checks shall be distributed prior to the end of the employee's assigned shift.

**Section 17.9.** The receipt, inspection and transportation of material and the methods, procedures and control for warehousing and storage of equipment, materials and tools shall be the strict prerogative of the EMPLOYER.

**Section 17.10.** The EMPLOYER will have the right to determine crew sizes, including partial crews during inclement weather.

**Section 17.11.** Practices not included or specifically set forth in the terms and conditions of this Agreement shall not be recognized.

**Section 17.12.** The EMPLOYER shall provide sanitary toilet facilities and cool sanitary drinking water.

**Section 17.13.** The welding torch, small power tools and chain falls are tools of the trade having jurisdiction over the work being performed.

**Section 17.14.** Clock, brass or other accountability system may be used at the option of the EMPLOYER to check employees in or out of the project on a daily basis.

**Section 17.15.** Workmen shall be at their designated place of work at the starting time and shall remain at their designated place of work performing their assigned functions, including tool pickup, under the supervision of the EMPLOYER until quitting time.

**Section 17.16.** The EMPLOYER retains the right to use any off-site fabricated, factory assembled or precast items, materials, apparatus or equipment purchased by the OWNER or Operating Contractor (SRNS) or at the direction of the OWNER or Operating Contractor(SRNS) in connection with this project, as well, as any labor saving devices or tools used in the construction of this project.

**Section 17.17.** The EMPLOYER shall not be required to pay for travel, premium zone or zone rates, or living allowances. There will be no wage premiums or extra pay for high time, low time, type of work or material, special skills, wearing of protective clothing or equipment, etc. In no instance will employees be paid for standing by and/or observing operations unless they are specifically directed to do so by the EMPLOYER.

## **ARTICLE 18 APPRENTICES and NON-JOURNEYMAN**

**Section 18.1.** 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 18.2.** The combined employment of apprentices and non-journeymen classifications may be thirty-three and one-third percent (33-1/3%) of the craft workforce at all times, and the composition of this ratio shall be at the craft's discretion.

**Section 18.3.** This Article will only apply to those crafts which have the above classifications in their local agreements.

**Section 18.4.** All EMPLOYERS are to utilize the training and development classifications addressed in this Article to the maximum extent possible, consistent with safety, economy and efficiency, whereas to promote and expand the future work force and availability of qualified craft journeyman in the CSRA. The LMCC will monitor craft training expansion and workforce development issues on an ongoing basis and promote labor/management regional coordination to address this industry critical issue.

## **ARTICLE 19 NON-DISCRIMINATION**

**Section 19.1.** It is agreed that equal employment opportunity shall be afforded to all qualified persons without regard to: handicapping conditions unrelated to the successful accomplishment of the job for which employed, age, race, creed, color, sex, or national origin. This shall be applicable to all matters relating to hiring, training, promotion, transfer or termination of employees.

**Section 19.2.** Where the male gender is used in this Agreement, it shall be gender neutral, and shall apply equally to male and female.

## **ARTICLE 20 NO STRIKE - NO LOCKOUT**

**Section 20.1.** The signatory UNIONS agree that there will be no strikes, including sympathy strikes, work stoppages of any type, picketing, hand billing, public notices or other disruptive actions for any reason. Participation by an employee or group of employees in an act violating the above provision will be cause for discharge by the EMPLOYER. If there is a strike, threat of strike, work stoppage, informational picket or picket line in violation of this Agreement by any craft, it is agreed that the other crafts will be bound to ignore such action and continue to man the SITE without interruption.

**Section 20.2.** The EMPLOYER agrees not to lockout the UNIONS during the term of this Agreement. The EMPLOYER may suspend a portion of the work or shut down the project or any portion thereof in the event of a slow down by one or more UNIONS or a partial or complete work stoppage by one or more UNIONS.

**Section 20.3.** Nothing in the Agreement shall be construed to limited or restrict the right of the UNIONS or the EMPLOYER to pursue fully any and all remedies available under law in the event of a violation of this Article. This Article equally applies to any work scope performed under the SAA.

## **ARTICLE 21 HEALTH, SAFETY AND ENVIRONMENTAL**

**Section 21.1.** It shall be the responsibility of each EMPLOYER to ensure safe working conditions and employee compliance with any safety rules contained herein or established by the DOE or EMPLOYER. It is understood that the employees have an individual obligation to use diligent care to perform their work in a safe manner and to protect themselves and the property of the EMPLOYER and the DOE.

**Section 21.2.** In support of the above commitment, the EMPLOYER and the UNIONS agree to implement the approved Integrated Safety Management System (ISMSS) and enforce a Safety Conscious Work Environment (SCWE). These programs will assist in the development of effective health, safety and environmental (HSE) programs and compliance with DOE requirements for the SITE.

**Section 21.3.** Employees shall be bound by the safety, security and visitor rules and environmental compliance requirements established by the EMPLOYER or DOE. These rules will be published and posted in conspicuous places at the work SITE. An employee's failure to satisfy his obligations under this Section will subject him to discipline, up to and including discharge.

**Section 21.4. Substance Abuse Prevention Program.** The use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms while on the DOE's premises are prohibited. Accordingly, the parties have agreed to appropriate procedures and safeguards for the testing of employees for prohibited and controlled substances as set forth in the current Fitness for Duty (FFD) and drug and alcohol (D&A) testing programs currently in effect at the SITE or as directed by DOE. Such testing shall include; pre employment, random, periodic, for cause and post accident/post incident testing at the sole discretion of the EMPLOYER. The UNIONS agree that these SITE programs were developed with their full review and input and they were a party to such negotiations and discussions.

**Section 21.5.** The EMPLOYER may suspend all or a portion of the job to protect the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked, provided, however, that where the contractor requests employees to remain at the Site and available for work, the employees will be compensated for the standby time at their basic hourly rate of pay.

**Section 21.6.** The EMPLOYER shall provide adequate supplies of drinking water and sanitary facilities for all employees.

**Section 21.7. Workers' Compensation.** All employees working under this Agreement shall be covered as required by the provisions of South Carolina law affecting workers' compensation benefits. Should South Carolina law be amended during the life of this Agreement to establish a system of dispute prevention and dispute resolution as a substitute for the dispute resolution processes otherwise contained in the South Carolina Workers' Compensation Law, and to include better access to and delivery of medical care for employees affected by occupational injury or disease, the parties to this Agreement will undertake, upon the request of either party, to negotiate procedures to apply the amended law to the workers' compensation rights, procedures and benefits under this Agreement.

**Section 21.8. Joint Labor-Management Safety Sub-Committee.** The SUPPORT MANAGER and the UNIONS shall each designate three (3) representatives to act as a Joint Safety Sub-Committee. The Sub-Committee shall be jointly chaired by the SUPPORT MANAGER and a representative of the UNIONS. The Sub-Committee shall meet at the call of the Joint Chairs to receive reports on safety programs instituted by the Owner, the SUPPORT MANAGER, and EMPLOYERS on the SITE and to discuss and

advise such parties to the Agreement with regard to recommended safety programs and procedures to maintain the highest level of occupational safety on the SITE, including the institution and operation of labor-management safety teams. It is understood that the Sub-Committee's purpose is to assist the EMPLOYERS in fulfilling their obligations to establish and implement appropriate Worker Safety and Health Programs under 10 CFR 851 and thereby assure a safe and healthy work environment and to support the goals of achieving VPP and supporting Health, Safety and Environmental (HSE) Programs. In performing the functions assigned to it, neither the Sub-Committee nor its members are assuming the EMPLOYERS' responsibilities.

## **ARTICLE 22 GENERAL SAVINGS CLAUSE**

**Section 22.1.** Any provisions in this Agreement which are in contravention of any federal, state, local or county regulation or laws affecting all or part of the limits covered by this Agreement shall be suspended in operation within the limits to which such law or regulation is applicable for the period during which such law or regulation is in effect. Such suspension shall not affect the operation of any such provisions covered by this Agreement to which the law or regulation is not applicable. Nor shall it affect the operations of the remainder of the provisions of the agreement within the limits to which such law or regulations are applicable. The SUPPORT MANAGER and the UNIONS agree that if and when any provision of this Agreement is held or determined to be illegal or void, they will then promptly enter into lawful negotiations concerning those provisions.

**Section 22.2** The signatory parties agree that all subjects and issues discussed in the Agreement negotiations are contained in this Agreement and that this Agreement contains all final conditions reviewed and discussed during the negotiations. This Agreement shall not be supplemented by any references or other documents, except those specifically addressed or referenced in this Agreement.

## **ARTICLE 23 DURATION**

**Section 23.1.** This Agreement shall be effective as of the first day of August 2008, and shall remain in full force and effect for the duration of any work assigned to SUPPORT MANAGER at the SITE within the scope of this Agreement.

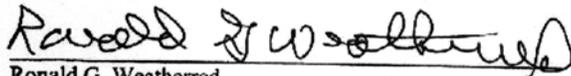
**Section 23.2.** This Agreement shall not be amended or supplemented except by mutual consent of the parties hereto, reduced to writing and duly signed by each.

**Section 23.3.** This Agreement shall be effective from the date that the signatory parties execute this Agreement until the succeeding anniversary date of July 31, 2009 and from year to year thereafter from August 1, unless notice of re-opener, modification or revision is given in writing by the SUPPORT MANAGER or the Augusta Building and Construction Trades Council sixty (60) days prior to each succeeding anniversary date of August 1. This Agreement may only be opened, modified, revised or amended by joint agreement of the signatory parties.

In witness hereof, the signatory parties hereto have executed this Agreement, the **SAA** and all attachments this first day of August 2008.

Site Support Alliance (SSA) Signature Page

Savannah River Nuclear Solutions (SRNS) and Support Manager



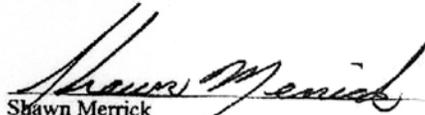
Ronald G. Weatherrod  
Executive Director, Industrial/Labor Relations



Rich Slocum  
Vice President, Site Infrastructure and Project Support



Ron Lee  
Manager, Labor Relations

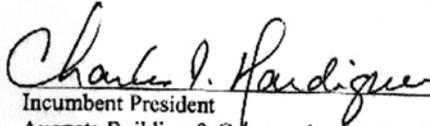


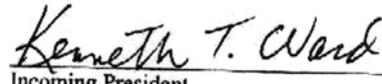
Shawn Merrick  
Senior Manager, Industrial/Labor Relations



Kevin Harbin  
Construction Site Superintendent

Site Support Alliance (SSA) Signature Page, Continued  
Signatory Unions

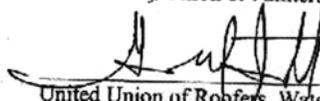
  
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Augusta Building & Construction Trades Council

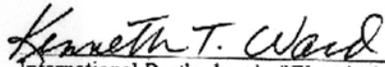
  
Incoming President  
August Building & Construction Trades Council

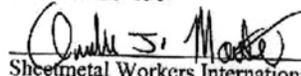
  
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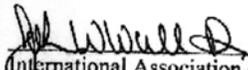
  
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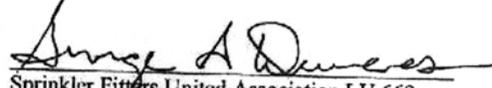
  
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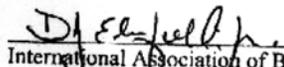
  
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Workers LU 136

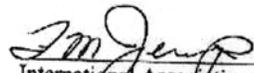
  
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Workers LU 1579

  
Sheetmetal Workers International Association  
LU 399

  
International Association of Heat & Frost  
Insulators LU 92

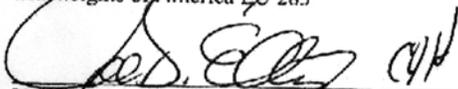
  
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International Association of Bridge, Structural,  
Ornamental & Reinforcing Ironworkers LU 709

  
International Association of Machinists &  
Aerospace Workers LU 713

  
United Brotherhood of Carpenters, Joiners &  
Millwrights of America LU 283

  
International Union of Operating Engineers  
LU 470

  
United Association of Journeymen & Apprentices  
of the Plumbing & Pipefitting Industry of the  
United States & Canada LU 150

  
Laborers International Union of North America  
LU 515

  
International Brotherhood of Teamsters, Chauffeurs,  
Warehousemen & Helpers of America LU 509

\_\_\_\_\_

**Supplemental Addendum Agreement (SAA)  
To the Site Support Alliance (SSA)**

**Section 1.** It is the intent and purpose of the signatory parties that this Supplemental Addendum Agreement (herein referred to as the **SAA**, and replacing the expiring BSRI MOU) be utilized to make available, for the benefit of the SITE, the skills, training and expertise the various UNIONS have to support assigned secondary work scope for the purpose of augmenting and providing supplemental support to the SRNS hourly non exempt manual workforce performing traditional management and operations work scope at the SITE.

**Section 2.** It is understood that employees assigned to secondary and supplemental work scope will work harmoniously with the SRNS hourly non exempt manual workforce without having any concern or interference with any other work performed by anyone who is not covered by this **SAA**.

**Section 3.** It is further agreed that that no signatory UNION to the Agreement will, in any manner, attempt to organize the SRNS hourly non exempt manual workforce and SRNS will not attempt to recruit, for permanent employment with SRNS, any employees represented by the UNIONS and performing work under this **SAA**.

**Section 4.** Secondary and supplemental work scope (that is not DBA primary work scope) that is performed pursuant to this **SAA**, and performed by employees represented by the UNIONS, will not be used as a precedent action in support of any future claims to the secondary and supplemental work scope.

**Section 5.** The terms and conditions of the Site Support Alliance (the Agreement) shall prevail and take precedent, except to the extent specified in the Agreement or modified by this **SAA**.

**Section 6.** Employees assigned to work under the **SAA** will be supervised by SRNS personnel who may not be covered by the Agreement and the employees will perform any and all secondary work scope assigned to them and/or the discretionary mixed crew to which they are assigned, without regard to the traditional craft jurisdiction (DBA covered work and primary work scope) addressed in Article 2, Section 2.1 of the Agreement. The composition of discretionary mixed crews and **SAA** work assignments will be based on the following criteria; safety and operational readiness, skill sets and qualifications, training certifications, clearances and access authorizations, economy and efficiency and will be at the sole discretion of SRNS or the SUPPORT MANAGER. Secondary and supplemental work scope may be cancelled, delayed or reassigned without any advance notice.

**Section 7.** In addition to the shifts addressed in the Agreement, a 9-80's shift (or other SRNS approved shifts) may be utilized, when working with SRNS on secondary and supplemental work scope. This shift consists of a work week of four nine-hour days and one eight-hour day, followed by a work week consisting of four nine-hour days. The work week for this shift begins on Friday at noon making all weeks 40 hours in duration. All hours worked shall be at straight time. Shift start time shall be those recognized in the Agreement, unless the crew to which employees are assigned has a different starting time, in which case that starting time shall prevail. Holidays shall be those recognized by the SRNS Maintenance workforce; however, holidays not recognized in the Agreement may be taken off (unpaid) with no penalty to the CTO or vacation. Primary work scope by the SUPPORT MANAGER will attempt to utilize employees on those holidays.

**Section 8.** In order to minimize layoffs and to meet SRNS requirements, employees may be transferred between work performed under the Agreement and work performed under this **SAA**. Construction Crafts working in a secondary and supplemental support role under this **SAA** will not be exempt from a reduction in force (RIF). The layoff procedures under this **SAA** will not be done any differently than is done under the layoff procedures utilized in the Agreement.

**Section 9.** The signatory UNIONS have, within their membership, qualified, trained, site experienced and security cleared personnel, who may perform additional assigned secondary work scope consistent with safety, available skill sets, quality, budget and cost parameters. To improve economy and efficiency, and at a cost savings to the DOE, Savannah River Nuclear Solutions (SRNS) or the OWNER may, at their sole discretion, assign additional secondary or supplemental work scope and/or task orders that are beyond and in addition to the primary DBA work scope defined in Section 2.1 and performed by the SUPPORT MANAGER. Such additional secondary and supplemental work scope and/or task orders, which may be performed pursuant to this attached and referenced **SAA** to the Site Support Alliance (the Agreement) includes, but is not limited to, the following:

- multiple and various scopes of work as defined and referenced in the Service Level Agreement (SLA) between SRNS and WSRC or others;
- “labor leasing”, craft augmentation or seconded craft labor support work;
- Service Contract Act (SCA) work at the SITE;
- decommissioning and decontamination (D&D) work; D&D support work, demolition and dismantlement work (with no re use components or DBA covered work to follow on), demolition and removal (D&R) work;
- environmental remediation work, including CIRCLA and RECLRA work;
- solid and liquid waste support work and SITE closure work;
- general site support work; janitorial work; landscape work and facility upkeep and maintenance;
- buildings and structures rehab, maintenance and modifications work, not covered by DBA;
- HVAC maintenance and related service work, utility maintenance and related service work;
- and, supplemental staff augmentation and temporary support work as may be required and requested by SRNS, WSRC or others to support plant operations and maintenance work orders and task orders on an “as needed” basis and at the sole discretion of SRNS or the SUPPORT MANAGER.

**Section 10.** Work scope assigned and performed under the above **SAA** shall, for future reference and distinction purposes, be referred to hereafter as “Supplemental Addendum work”. The SUPPORT MANAGER and UNIONS may modify or amend this **SAA** by mutual written agreement and any conflict between this **SAA** and the Agreement will be addressed by the same parties and reviewed at the LMCC.

**APPENDIX A  
TO SSA**

**WAGE/FRINGE RATE SHEETS**

**Section 1.** The SUPPORT MANAGER recognizes the current Appendix A as issued by Bechtel Savannah River, Inc. (BSRI) to be effective until September 30, 2008 except as may be modified, at the sole discretion of the SUPPORT MANAGER for any UNION whose current pension plan is not fully funded or is in the “red zone” as defined by recent changes in federal law and the Pension Protection Act. Notwithstanding any modifications, the total combined wage and fringe package shall equal the current BSRI Appendix A which is the recognized DBA rate for the SITE.

**Section 2.** Individual discussions will be held with any UNION who may be impacted by Section 1 above.

**Section 3.** To comply with the Pension Protection Act of 2006 and any rehabilitation plan that may be required, future revisions to the revised and updated Appendix A for each signatory UNION may require additional allocations to any deficient pension plan.

**Section 4.** The SUPPORT MANAGER reserves the right to enter into discussions with the individual UNION to modify, amend, add or delete various classifications, pay conditions, special conditions and base rates of pay as specified on the current Appendix A. Such revisions will be on or before the annual anniversary date of the Appendix A revisions and by joint agreement of the parties to reflect the changing missions at the SITE.

**APPENDIX B  
TO SSA**

**REFERRAL PROCEDURE FOR THE  
SAVANNAH RIVER SITE**

**Section 1.** The signatory UNIONS maintain an exclusive and non discriminatory hiring hall. All referrals shall be made uniformly in accordance with these posted rules, subject to the SITE Support Alliance. There shall be no discrimination based on any factor prohibited by law.

**Section 2.** All applicants for referral must register at the local office by appearing personally.

**Section 3.** The EMPLOYER shall call upon the local UNION for referral of employees. The Local UNION will refer registered applicants in accordance with the following procedures unless otherwise provided in the Agreement:

- A. Each local Union shall maintain two (2) separate out-of-work lists. One list shall be the standard list, subject to the nondiscriminatory referral rules of the Local Union. The other list shall be provided by the SUPPORT MANAGER. and identify only eligible 3161 applicants. This list shall be referred to as the 3161, or the "Preferential Hiring" list. It will be sorted by the last date of layoff from the SITE.
- B. Each Local Union will refer applicants to signatory EMPLOYERS. Giving a three (3) to one (1) ratio of preference to those on the 3161 list. This preference to those on the preferential list will be offered only one (1) time. Once a 3161 applicant accepts a preferential referral, he/she will no longer be eligible for same.
- C. The Business Manager may send a qualified steward at the beginning of a job, regardless of position on the out-of-work list.

**Section 4.** Available for employment, for purposes of this procedure, means the applicant must be currently registered or present at a location where he/she can be reached by telephone. The applicant must also be qualified to fill the job.

**Section 5.** The EMPLOYER at all times makes the ultimate determination of qualification of applicants who are referred. The EMPLOYER retains the right to reject or accept applicants for employment.

**Section 6.** The retention and removal of all 3161 applicants from registration on the out-of-work list will be in accordance with the following:

- A. An applicant who is dispatched to a job and completes forty (40) hours of work will be removed from the 3161 out-of-work list. If a dispatched applicant is rejected by the EMPLOYER or fails to complete forty (40) hours of work, he/she will stay on the 3161 out-of-work list.
- B. An eligible applicant who fails to accept dispatch to employment will be removed from the 3161 out-of-work list.
- C. An applicant who is dispatched to a job and fails to report to work, voluntarily quits or is terminated for cause, will be removed from the 3161 out-of-work list.

- D. Applicants who have been removed from the 3161 out-of-work list may re-register on the standard list by appearing personally at the Local Union office. 3161 applicants who were removed for dispatch to a job under Section 6.A above, must show proof of termination by termination slip at the time of re-registration.
- E. To insure maintenance of the 3161 out-of-work list, applicants shall re-register promptly, within forty-eight (48) hours of termination or rejection from a job as defined in Section 6.A above.

**Section 7.** An Appeals Committee is hereby established composed of one (1) member appointed by the signatory UNIONS, one (1) member appointed by the SUPPORT MANAGER and a public member appointed by both these members. It shall be the function of the appeals committee to consider by complaint of any employee or applicant for employment arising out of the administration by the Local Union of the 3161 out-of-work list. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business, but it is not authorized to add to, subtract from, or modify any of the provisions of this procedure and its decisions shall be in accord with this procedure. The Appeals Committee may not determine any monetary damages.

**Section 8.** The EMPLOYER may request from the signatory UNIONS, employees who possess special skills and/or qualifications such as; welder certifications, special skills and SITE training, security clearances for various SITE areas or other skills, certifications and/or qualifications unique to the SITE.

A copy of these procedures shall be posted at the Local Union office.

**APPENDIX C  
TO SSA**

**KEY EMPLOYEE REFERRAL PROCEDURE FOR THE  
SAVANNAH RIVER SITE**

**Section 1.** Each EMPLOYER will be allowed to have designated and referred for employment up to four (4) of their supervisory, regular, essential or key employees (hereinafter known as “key” employees). This procedure will apply per EMPLOYER only, not numbers of contracts.

**Section 2.** The name and craft designation of these key employees will be made known to the SUPPORT MANAGER and the UNION before work is begun on the SITE.

**Section 3.** Key employees will be referred on a one-to-one ration. The EMPLOYER is entitled to the first (1<sup>st</sup>) employee as a key employee; the second (2<sup>nd</sup>) must be referred in accordance with the referral procedure defined in Appendix B; the third (3<sup>rd</sup>), fifth (5<sup>th</sup>) and seventh (7<sup>th</sup>) employees thereafter, may also be key employees.

**Section 4.** All employees will perform and be compensated from the work of their craft designation. If the EMPLOYER or an employee wishes to change the craft designation of a key employee, that employee must be referred from the appropriate hiring hall. The employee will remain as a key employee.

**Section 5.** The number of key employees can be changed at any time by mutual agreement between the UNION and the individual EMPLOYER

**LETTER OF ASSENT  
TO THE SITE SUPPORT ALLIANCE (SSA)**

Pursuant to Article 2 of the SSA negotiated by Savannah River Nuclear Solutions (SRNS) for and on behalf of all contractors and subcontractors performing work covered by the Davis Bacon Act (DBA) at the DOE Savannah River Site (the SITE), the undersigned EMPLOYERS' authorized representative hereby agrees to comply with and be bound by all of the terms and conditions of the SSA and any amendments and addenda thereto. By signing this Letter of Assent (LOA), the undersigned acknowledges the SSA as the singular binding labor Agreement for the defined project(s). The SSA and this LOA shall apply only to DBA covered work on projects at the SITE and to no other projects.

The undersigned EMPLOYER agrees to comply with Article 20 of the SSA, participate in the Labor Management Cooperative Committee (LMCC) referenced in Article 15 and to otherwise comply with any and all rulings, directives or procedures as may be promulgated by the SUPPORT MANAGER or the LMCC. The EMPLOYER further agrees to pay no less than the current DBA rates and any subsequent revisions thereto; as well as secure a duly executed LOA in a form identical to this document for any and all lower tier subcontractor prior to commencement of work at the SITE. The SUPPORT MANAGER reserves the right to interpret the SSA for and on behalf of all signatory EMPLOYERS.

This LOA shall remain in effect for all DBA covered work performed under the SSA, by the undersigned EMPLOYER, at the SITE, after which this LOA and any collective bargaining relationship established herein, will terminate without notice and shall have no further force or effect.

**FOR THE EMPLOYER**

Name of Employer: \_\_\_\_\_

License or Registration Number: \_\_\_\_\_

Employer Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Authorized Representative (Print): \_\_\_\_\_

Title: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Authorized Representative (Signature): \_\_\_\_\_

Date: \_\_\_\_\_ Witness: \_\_\_\_\_