I. PROJECT LABOR AGREEMENT

A. Subcontractors, at all tiers, shall become signatory to the Project Labor Agreement for the Department of Energy at the Savannah River Site dated October 6, 2022, (herein referred to as Exhibit G-PLA or Agreement) prior to performing any Work at the Savannah River Site (Site) subject to Construction Wage Rate Requirements, formally known as The Davis Bacon Act.

II. DEPARTMENT OF LABOR'S WAGE DETERMINATION

- A. Wage rates stipulated in the Department of Labor's wage determination, herein included as Attachment B to Exhibit G-PLA, are the hourly rates for Work at Site. Subcontractor is responsible for paying the prevailing rate to worker(s) for the classification of Work performed.
- B. Requirements of Exhibit G-PLA are in addition to, and shall not relieve Subcontractor of, any obligation imposed by other clauses and articles of Subcontract, including those entitled:
 - Construction Wage Rate Requirements,
 - Construction Wage Rate Requirements-Secondary Site of the Work,
 - Construction Wage Rate Requirements-Price Adjustment (None or Separately Specified Method),
 - Approval of Wage Rates,
 - Withholding of Funds,
 - Payrolls and Basic Records,
 - Apprentices and Trainees,
 - Compliance with Copeland Act Requirements,
 - Subcontracts (Labor Standards),
 - Contract Termination-Debarment,
 - Compliance with Construction Wage Rate Requirements and Related Regulations,
 - Disputes Concerning Labor Standards, and
 - Certification of Eligibility.
 - Paid Sick Leave Under Executive Order 13076
- C. In the event of failure to comply with Exhibit G-PLA, or failure to perform any obligation imposed upon Subcontractor and its Lower-Tier Subcontractors hereunder, Company may withhold any payments due Subcontractor and may terminate Subcontract for default.

III. RESERVED

IV. EXHIBIT G-PLA ATTACHMENTS

ATTACHMENT A: PROJECT LABOR AGREEMENT, OCTOBER 6, 2022

APPENDIX A: LETTER OF ASSENT

APPENDIX B: LIST OF (SUB)CONTRACTS AWAARDED BEFORE EFFECTIVE DATE OF AGREEMENT

APPENDIX C: PROJECT PROPOSED TRADE ASSIGNMENTS PRE-JOB CONFERENCE

ATTACHMENT B: DEPARTMENT OF LABOR GENERAL DECISION NUMBER: SC20250002, MOD No.0, DATED 10/03/2025 ATTACHMENT C: LCP TRACKER

ATTACHMENT C-1: LCP TRACKER SUBCONTRACT SET-UP FORM

ATTACHMENT C-2: LCP TRACKER TRAINING & SUPPORT RESOURCE GUIDE

ATTACHMENT D: RESERVED

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PROJECT LABOR AGREEMENT

between

SAVANNAH RIVER NUCLEAR SOLUTIONS (SRNS) NNSA CAPITAL PROJECTS (NCP)

and the

AUGUSTA BUILDING AND CONSTRUCTION TRADES COUNCIL

for the

DEPARTMENT OF ENERGY

at the

SAVANNAH RIVER SITE

October 6, 2022 Revision 0 August 2022 Page: 2 of 51

PREAMBLE

This Project Labor Agreement (PLA) (hereinafter, the "Agreement") is entered into the 6th day of October, 2022 by and between Savannah River Nuclear Solutions, LLC (SRNS) for the National Nuclear Security Administration (NNSA) Capital Projects (CP) (hereinafter, "NCP") scope and the Augusta Building and Construction Trades Council, AFL-CIO (hereinafter, "Council"), and the Local Unions that become signatory hereto, (hereinafter, collectively called the "Union(s)" or "Local Union(s)"), with respect to the new construction work involved in the Savannah River Plutonium Processing Facility Project (SRPPF) and any other NNSA Capital Line Item Project designated as an NCP Project (hereinafter, the "NCP Projects") scope at the Savannah River Site (hereinafter, SRS or the "Site"), and which is owned by the National Nuclear Security Administration (hereinafter, the "Owner" or "NNSA").

Tritium Finishing Facility (TFF) and Surplus Plutonium Disposition (SPD) are NCP Projects but will currently remain subject to the existing SRNS PLA. However, TFF. SPD, and any future NCP Capital Projects shall have the opportunity to convert to this Agreement. Transition situations may occur wherein craft employees could be working on the same project subject to both the SRNS Site Support Alliance (SSA) and this Agreement.

SRNS and its successors, or assignees, will monitor compliance with this Agreement by contractors covered by the Agreement. The term "Contractor" means all construction contractors and subcontractors of whatever tier engaged in on-Site construction work within the scope of this Agreement, including SRNS construction forces, when performing construction work within the scope of this Agreement.

The Unions, SRNS, and all signatory Contractors agree to abide by the terms and conditions contained in this Agreement. This Agreement represents the complete understanding of the parties, and no Contractor is, or will be, required to sign any other agreement with a signatory union as a condition of performing work within the scope of this Agreement. No practice, understanding, or agreement, between a Contractor and a Union party, which is not specifically set forth in this Agreement, will be binding on any other party, unless endorsed in writing by SRNS.

The Unions agree that this Agreement will be made available to, and will fully apply to, any successful bidder for NCP Project work without regard to whether that successful bidder performs work at other sites on either a union or a non-union basis, and without regard to whether employees of such bidder are, or are not, members of any union. This Agreement shall not apply to the work of any Contractor that is performed at any location other than the NCP Project sites, as defined in this Agreement.

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1.0 ARTICLE I: PURPOSE

The Savannah River Plutonium Processing Facility (SRPPF) and other line-item capital projects delivered by Savannah River Nuclear Solutions, LLC (SRNS) National Nuclear Security Administration Capital Projects (NCP) form essential elements of the nation's strategic defense. The SRPPF is intended to add Plutonium processing capability by repurposing Savannah River Site (Site) Building 226-F (formerly the Mixed Oxide Fuel Fabrication Facility (MOX)), to produce War Reserve (WR) certified pits for the U.S. nuclear weapons stockpile.

In recognition of the special needs of the NCP Projects and to maintain a spirit of harmony, labor-management peace and stability during the term of this Agreement, the parties agree to establish effective and binding methods for the settlement of all misunderstandings, disputes, or grievances, that may arise; and in recognition of such methods and procedures, the Unions agree not to engage in any strikes, slowdowns or interruption of work, and SRNS, its subcontractors, or both (hereinafter Contractors as previously defined), agree not to engage in any lockout. The Unions and SRNS recognize that the completion of the SRNS NCP Projects will require non-construction services to be provided by employers who will not be signatories to this Agreement. When SRNS has knowledge of such non-construction services, it will notify the Council. The Unions agree to work in harmony with, and not to interfere with, any such service companies at the Project sites. For the purposes of this agreement, Project sites are defined as the construction areas surrounding the respective SRNS NCP projects and facilities established on, or adjacent to, the Site dedicated to supporting construction of SRNS NCP projects.

The parties are committed to providing open access to bidding opportunities for all contractors and to assuring an adequate supply of craft workers possessing the requisite skills and training to provide a Project of the highest quality. Further, the parties agree to cooperate throughout the term of this Agreement to develop methods to reduce construction and Project administrative costs.

2.0 ARTICLE II: SCOPE OF AGREEMENT

This Agreement applies and is limited to all new construction and construction-like work, as defined below in Section 1 of this Article, performed by SRNS and its subcontractor(s) of whatever tier that are awarded or working pursuant to subcontracts for such work by SRNS, on or after, the effective date of this Agreement, with regard to the construction of the NCP Projects, hereinafter referred to as the "Project" and specifically defined below.

Section 1

This scope shall apply to the capital line-item scope approved by the National Nuclear Security Administration (NNSA) hereinafter referred to as the "Owner", for the following SRNS NCP Project, hereinafter referred to as "Project": Savannah River Plutonium Processing Facility (SRPPF). At a future date, the Unions and SRNS may agree to add additional NNSA capital line-item projects under this PLA, including the Tritium Finishing Facility and Surplus Plutonium Disposal (SPD) projects.

Section 2

Construction and construction-like work activities applicable to this Agreement shall be that scope required through to plant, or equipment turn-over, to operations, and will include the following construction activities:

- a) The construction of permanent facilities, structures, or systems,
- b) Movement and distribution of construction materials and equipment,
- c) Repair or modification of structures, facilities, or equipment, not involving demolition or decommissioning activities, and
- d) Demolition, dismantling, decommissioning and related activities in preparation for future site use.

It is understood by the parties that SRNS may at any time, and at its sole discretion, determine to build segments of this Project under this Agreement not currently proposed, or to modify, or not to build, any one, or more, of the particular segments currently proposed to be covered.

Section 3

Items specifically excluded from the scope of this Agreement include the following:

- (a) Work of any employees not covered by a classification on the applicable Davis-Bacon wage determination and work of non-manual employees, including but not limited to, general superintendents, superintendents, supervisors, staff engineers, inspectors, quality control and quality assurance personnel, timekeepers, mail carriers, clerks, office workers (including messengers, guards, safety personnel, emergency medical and first aid technicians), surveyors, startup/testing technicians, radcon technicians, and other professional, engineering, and administrative employees hired by SRNS. Work performed under the National Transient Division (NTD) 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 United Association International Brotherhood of Electrical Workers (UA-IBEW) Joint National Agreement for Instrument and Control Systems Technicians and the Elevator Constructors National Agreement.
- (b) All off-Project site manufacture and handling of materials, equipment, or machinery. Not to include an off-Project site fabrication facility set up specifically for SRNS NCP.
- (c) All employees of SRNS NCP design and engineering teams, or any other consultant of SRNS NCP or any SRNS subcontractor, including all off-Project site work in design offices.
- (d) Any work performed on, or near, or leading to, or onto the Project site of work covered by this Agreement and undertaken by federal, state, county, city or other governmental bodies, or their contractors, or by public utilities or their contractors.
- (e) Any work performed by the NNSA, its consultants, or providers of proprietary systems or products with their own employees, or any other work contracted by NNSA pursuant to purchasing contracts.
- (f) Work by Subject Matter Experts (SMEs) of a manufacturer, or vendor, to install the

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manufacturers, or vendor's, products where performance of the work by those SMEs is expressly stated in the manufacturers, or vendor's, written warranty or guarantee to be a condition for the warranty or guarantee for such products; provided the manufacturer, or vendor, possesses any license required for the performance of the work. This exclusion does not apply to any Project construction work subcontracted by such manufacturer, or vendor. Any support required by the SME's will be performed by the craft assigned with jurisdiction.

- (g) The initial test or start-up of installed equipment will be performed by SRNS with its own employees. If the initial or successive test(s), or start-up(s), result in a failure and SRNS determines in its discretion to bring in the manufacturer, or vendor, to resolve the failure, the manufacturer, or vendor, will be allowed to perform such hands-on diagnostic work with its own employees.
- (h) Inspection, survey, testing, and consultants to the NNSA.
- (i) Non-construction operation, maintenance, repair or replacement of facilities and support services contracted by the NNSA or by SRNS NCP in connection with a NCP Project including, but not limited to, temporary sanitary service of portable toilet facilities, solid waste hauling, and deliveries to site, in accordance with the Site Services Agreement.
- (j) NNSA-financed construction work ancillary to an NCP Project but owned by others (e.g., Glove Box manufacture and delivery).
- (k) Maintenance of leased equipment and Project site supervision of such work.
- (l) Equipment and machinery owned or controlled and operated by the NNSA, and/or, managed and operated by SRNS for non-NCP Project scope.
- (m)Laboratories for specialty testing or inspections.
- (n) Survey and field engineering.
- (o) Deliveries to site and the removal of trash, scrap, surplus, spoilage, and waste material from designated areas on the project, including, but not limited to, sanitary waste and commercial delivery/pick-up services.

Section 4

- (a) SRNS, as appropriate, has the absolute right to award contracts or subcontracts on this Project notwithstanding the existence, or non-existence, of any Agreements between such subcontractor and any Union party provided only that such subcontractor is willing, ready, and able to comply with this Agreement and execute a Letter of Assent (in the form attached as Appendix A), should such subcontractor be awarded work covered by this Agreement.
- (b) It is agreed that all subcontractors of SRNS NCP, of whatever tier, who have been awarded contracts for work covered by this Agreement on, or after, the effective date of this Agreement shall be required to accept, and to be bound by the terms and conditions of, this Agreement and shall evidence their acceptance by the execution and submission of a Letter of Assent prior to the commencement of work. A copy of the Letter of Assent executed by the subcontractor shall be provided to the Augusta Building and Construction Trades Council (ABCTC) and SRNS prior to the dispatch of employees to the job site, this includes a pre-job brief, in accordance with Section 10, Article 4.

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Section 5

(a) The provisions of this Agreement shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area, and/or, National Agreements that may conflict with, or differ from, the terms of this Agreement.

(b) It is understood that this Agreement constitutes a self-contained, stand-alone agreement and that by virtue of having become bound to this PLA the Contractors will not be obligated to sign any other local, area, or National Agreement, as a condition of performing work within the scope of this Agreement.

Section 6

This Agreement shall only be binding on the signatory parties hereto and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party.

Section 7

This Agreement shall be limited to the new construction work within the scope of this Agreement, as set forth in Section 1 of this Agreement. Nothing contained herein shall be construed to prohibit, restrict, or interfere with the performance of any other operation, work, or function awarded to any Contractor before the effective date of this Agreement, or which may be performed or contracted by NNSA for its own account on the Project sites.

Section 8

It is understood that the liability of SRNS, its subcontractors, or both, and the liability of the separate Unions under this Agreement shall be separate and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employment or co-employment status between, or among, the NNSA, SRNS, SRNS subcontractors, and other signatories to this Agreement.

Section 9

None of the provisions of this Agreement shall be construed to prohibit, or restrict, the NNSA, or its employees, from performing any Non-Davis-Bacon work on or around the Project sites.

Section 10

It is understood that the NNSA, at its sole option, may terminate, delay, and/or, suspend any and all portions of the covered work at any time.

3.0 ARTICLE III: LABOR/MANAGEMENT COOPERATION JOINT ADMINISTRATIVE COMMITTEE

Section 1

The parties to this Agreement recognize the necessity for cooperation and communication between Labor and Management and the elimination of disputes and misunderstandings among

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the parties. To this end, a representative of SRNS NCP will meet, at a minimum, quarterly with the representatives of the Council and the Local Unions to promote harmonious and stable labor/management relations on the NCP Projects, and to insure effective and constructive communications between the labor and management parties. The date and time of this meeting will be determined by the parties and will be open to all representatives of Contractors, other signatories to this Agreement, or both.

At this meeting, the SRNS NCP representative will give a report on the safety and progress of on-going contracts and any outstanding issues pertaining to the NCP Projects and will entertain questions and discuss labor relations matters of mutual interest affecting the work and the administration of the Agreement.

Section 2

A Labor/Management Cooperation Joint Administrative Committee (the "Committee" or "JAC") will be formed consisting of equal numbers of Union representatives, selected by the Unions, and Contractor representatives, selected by SRNS NCP, and one NNSA representative (non-voting). The Committee shall be jointly chaired by a representative of SRNS NCP and a representative of the Unions appointed by the Council. The purpose of the committee will be to resolve disputes, and misunderstandings having NCP Project-wide significance, or involving interpretation of terms and conditions of this Agreement that will have general application to all Contractors. The JAC will not handle jurisdictional, grievance, and/or, any issues covered in other sections of this Agreement.

The Committee shall meet at the call of the Joint Chairs of the quarterly Labor/Management Meeting to discuss any labor/management problems that may arise, or any other matters consistent with this Agreement. SRNS NCP shall be responsible for the scheduling of the meetings and the preparation of the agenda topics for the meeting with input from the Unions and Contractors. Notice of the date, time, and place of the meeting shall be given to the Committee members at least three (3) working days prior to the meeting. In an emergency, a meeting of the Committee may be held within forty-eight (48) hours at the request of any Union or Contractor.

At such meetings, any member may present facts concerning any alleged violations of any part of the Agreement by SRNS, its Contractors, or by any Union. The Unions and the Contractors each agree to notify the other party upon discovery of any potential violations of this Agreement, or any practices that might lead to a misunderstanding, or dispute, between the parties. Any agreement or resolution reached pursuant to this paragraph shall not supersede, alter, modify, amend, add to, or subtract from this Agreement.

All parties signatory to this Agreement acknowledge the importance of active support of the Joint Administrative Committee and agree to attend and participate in the meetings as part of their responsibility on the NCP Project requires.

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4.0 ARTICLE IV: UNION RECOGNITION AND EMPLOYMENT

Section 1

SRNS recognizes the Unions as the sole and exclusive bargaining representatives of all craft employees within their respective jurisdictions working on the NCP Projects within the scope of this Agreement. The Parties acknowledge that the collective bargaining relationship so established is a "pre-hire" relationship permitted by Section 8(f) of the National Labor Relations Act, except that this provision does not change any preexisting Section 9(a) collective bargaining relationship that exists between any Contractor and Union parties to this Agreement.

Section 2

The Contractors shall have the right to determine the competency of all employees, the number of employees required, and shall have the sole responsibility for selecting employees to be laid off, consistent with Section 10(b) of this Article and Article VI, Section 3.

Section 3

For Local Unions now having a job referral system, the Contractors agree to comply with such system, and it shall be used exclusively by such Contractors, except as it may be modified by this Article. Such job referral system will be operated in a nondiscriminatory manner and in full compliance with federal, state, and local laws and regulations, which require equal employment opportunities and nondiscrimination. All the foregoing hiring procedures, including related practices affecting apprenticeship and training, will be operated to facilitate the ability of the Contractors to meet any and all equal employment opportunity/affirmative action obligations. The Contractors may reject any referral, if the referred individual has previously worked for the contractor under this agreement. Where Site security clearance requirements apply to work to be performed, the Contractors will inform the Union hiring hall dispatcher of those requirements when requesting workers.

Section 4

If Local Unions are unable to fill any requisitions for employees within forty-eight (48) hours, after such requisition is made by the Contractor (not including Saturdays, Sundays, and holidays), the Contractor may employ applicants from any other available source. The Contractor shall inform the Union of the names and addresses of any applicants hired from other sources and refer the applicants to the Local Union for dispatch to the NCP Projects prior to the commencement of any work by such employees.

Section 5

The Local Unions shall not knowingly refer an employee currently employed by any Contractor working under this Agreement to any other Contractor. Any Union employee who voluntarily leaves an SRS or NCP project will not be allowed to perform work on any other SRS or NCP projects for a period of two months, absent Management consensus from both affected SRS projects (e.g., SRNS, Battelle Savannah River Alliance, or Savannah River Mission

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Completion).

This unallowable transfer period will increase to six months if SRNS NCP and the Augusta Building Trades Council agree to, and approve, a Memorandum of Understanding for provision of incentives for SRNS NCP delivered scope.

Section 6

The Local Unions will exert their utmost efforts to recruit sufficient numbers of skilled craft workers to fulfill the manpower requirements of the Contractors, including calls to local unions in other areas when its referral lists have been exhausted. The parties to this Agreement support the development of increased numbers of skilled construction workers from the residents of the Central Savannah River Area to meet the needs of the NCP Projects and the requirements of the industry generally. Toward that end, the Unions agree to encourage the referral and utilization, to the extent permitted by law and the hiring hall procedures, of qualified residents as journeymen and apprentices on the NCP Project and entrance into such apprenticeship and training programs as may be operated by the Local Unions.

Section 7

If a Local Union does not have a job referral system, as set forth in Section 3 above, the Contractors shall give the Union equal opportunity to refer applicants. The Contractor shall notify the Union of names and addresses of employees hired from any source other than referral by the Union prior to the commencement of any work by such employee.

Section 8

In the event the Local Unions either fail, or are unable, to refer qualified minority or female applicants in percentages equaling the SRNS affirmative action goals, within federal, and/or, state guidelines, the Contractor may employ qualified minority or female applicants from any other available source. The Contractor shall inform the Local Unions of the names of any applicants hired from other sources and refer the applicant to the Local Union for dispatch to the NCP Projects prior to the commencement of any work by such employee.

Section 9

No employee covered by this Agreement shall be required to join any Union as a condition of being employed, or remaining employed, on the NCP Projects. Where, however, there is in effect and in the possession of the Contractors a written dues or working assessment deduction authorization executed by the employee on a standard form furnished by the Union, the Contractor agrees to deduct union dues or working assessments from the pay of the employee and to remit such dues or assessments to the Union at the same time that trust fund contributions are required to be remitted to the administrators of the appropriate trust funds on behalf of that employee.

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Section 10

- (a) At any time during its employment of craft workers, SRNS NCP may request by name referral of "core" employees, by craft discipline (electrician, Pipefitter, etc.) in accordance with the procedure set out in this Section, and the Local Union will refer in response to such calls the identified core employees who have applied to the Local Union for NCP Project work, registered on the Local Union's hiring hall out of work list and who meet the following qualifications:
 - 1. Possess any license required by state or federal law for the NCP Project work to be performed.
 - 2. Pass any journeyman certification requirement the Union uniformly requires of all applicants and members as a prerequisite for referral as a journeyman; and
 - 3. Have worked a total of at least two thousand (2,000) hours at the level of journeyman in the specific construction craft during the prior five (5) years

The Union will first refer to SRNS one of SRNS' NCPs "core" employees and will then refer two journeyman employees from the hiring hall out-of-work list for the affected trade or craft, and shall repeat the process, two and one, until SRNS NCP crew requirements are met or until SRNS NCP has hired three (3) "core" employees from the Unions. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the hiring hall out-of-work list(s).

- (b) For the duration of NCP Project work, the ratio shall be maintained and when the Contractor's workforce is reduced, employees shall be reduced in the same ratio of core employees to hiring hall referrals as was applied in the initial hiring.
- (c) Subcontractors, other than SRNS NCP, may request by name referral of "core" employees, by craft, in accordance with the procedure set out in Section 10 (a.) 1-3 and (b).

Section 11

Except as provided in Section 10(b) above and Article VI, Section 3, individual seniority will not be recognized, or applied to, employees working on NCP Projects. During a reduction in force, the Contractor shall implement a step process of Disciplinary violations, absenteeism, and voluntary layoff and, thereafter, have the right to retain the employees of its choice without regard to any other criteria.

Section 12

The selection and hiring of craft foremen, and/or, general foremen and the number of foremen required shall be entirely the responsibility of the Contractor, except that craft foreman shall not be required to supervise more than ten (10) craft employees. Craft foremen shall be designated working foremen at the request of the Contractor. Craft workers covered by this Agreement will, in normal day-to-day operations, take their direction and supervision from their foreman. Craft workers receiving incidental direction from non-manual supervisory personnel concerning safety, and/or, quality issues will not require additional direction from their foremen.

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Section 13

Each Contractor and each 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 a party to this Agreement or any dispute between the Union(s) and Contractor(s) respecting compliance with the terms of the Agreement shall not affect the rights, liabilities, obligations, and duties between the Union(s) and any other Contractors covered by this Agreement.

5.0 ARTICLE V: HELMETS TO HARDHATS

Section 1

The Contractors 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 Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment, and Veterans Employment (hereafter "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 2

The Unions and the Contractors agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on NCP Projects and of apprenticeship and employment opportunities for NCP Projects. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

6.0 ARTICLE VI: UNION REPRESENTATION AND STEWARDS

Section 1

Authorized representatives of the Unions shall have access to the Project site, if they do not interfere with the work of the employees and further provided that such representatives fully comply with posted visitor, security, safety rules, and environmental compliance requirements of the Project site and Site. It is understood that because of the geographical scope of the NCP Projects, and the type of work being undertaken on the Project site, visitors may be limited to certain times, or areas, or to being accompanied at all times while on the Project site. However, the Contractor recognizes the right of access set forth in this Section and such access will not be unreasonably withheld from an authorized representative of the Union.

Section 2

(a) Each Local Union shall have the right to designate a working journeyman as a steward for each shift and shall notify the Contractor in writing of the identity of the designated steward prior to the assumption of such person's duties as steward. Such designated steward or

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stewards shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of pay for their respective crafts.

- (b) Stewards shall be allowed reasonable time to conduct Union business. In addition to their work as an employee, the steward shall have the right to receive, but not solicit, complaints or grievances and to discuss and assist in the adjudication of the same with the employee's appropriate supervisor. Each steward shall be concerned with the employees of the steward's Contractor and not with the employees of any other Contractor. The Contractor will not discriminate against the steward in the proper performance of his union duties.
- (c) The stewards shall not have the right to determine when overtime shall be worked or who shall work overtime. In the event of overtime work, the regular Steward will be allowed to perform the Overtime work if they are qualified to perform the required work. If the regular steward is not qualified to perform the overtime work, the Union will select an alternate Steward.

Section 3

The Steward will remain on the job as long as they are qualified, willing, and able to perform the work. The Contractors agree to notify the appropriate Unions twenty-four (24) hours prior to the layoff of a Steward, except in the case of disciplinary discharge for just cause. In any case in which a Steward is discharged or disciplined for just cause, the appropriate Union and SRNS NCP shall be notified immediately by the Contractor.

Section 4

On work where the personnel of the Owner or employees of non-signatory subcontractors may be working in close proximity to the construction activities, the Union agrees that the Union representatives, Stewards, and individual workers will not interfere with personnel or with personnel employed by any other employer not a party to this Agreement.

7.0 ARTICLE VII: MANAGEMENT RIGHTS

Section 1

The Contractor retains the full and exclusive authority for the management of its operations and shall be responsible for the management and prosecution of the work consistent with the provisions of this Agreement. Except as expressly limited by other provisions of this Agreement, the Contractor retains the right to direct the workforce, including the hiring, promotion, transfer within a contract, layoff, discipline or discharge, for just cause, of its employees; the selection of foremen; the assignment and schedule of work; the promulgation of reasonable work rules; and, the requirement of overtime work, the determination of when it will be worked and the number and identity of employees engaged in such work. No rules, customs, or practices that limit or restrict productivity, efficiency, or working efforts of employees shall be permitted or observed. The Contractor may utilize any methods or techniques of construction.

Section 2

There shall be no limitation or restriction by a Union upon a Contractor's choice of materials or

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design, nor, regardless of source or location, upon the full use and utilization of equipment, machinery, packaging, pre-cast, prefabricated, pre-finished, or pre-assembled materials, tools, or other labor-saving devices. The installation or application of all items on Project sites shall be performed by the craft having jurisdiction over such work; provided, however, installation of manufactured items may be performed by employees employed under this Agreement who may be directed by other personnel in a supervisory role, or by employees of the vendor or manufacturer, where performance of the work by those employees is expressly stated in the manufacturer's or vendor's written warranty or guarantee to be a condition for the warranty or guarantee for such manufactured item or where the employees working under this Agreement lack the required skills to perform the work, provided the manufacturer or vendor possesses any license required for the performance of the work. For any work performed pursuant to this provision, SRNS shall provide copies of the written warranty requirement to the Union prior to the commencement of work by the manufacturer or vendor. This exclusion does not apply to any Project site construction work subcontracted by such manufacturer or vendor. In the absence of a written warranty, the Contractor is responsible for performing the work and will assign the work to the appropriate craft prior to the commencement of work.

Section 3

The use of new technology, equipment, machinery, tools, and/or, labor-saving devices and methods of performing work may be initiated by the Contractor from time-to-time during the NCP Projects. The Union agrees that it will not in any way restrict the implementation of such new devices or work methods. If there is any disagreement between the Contractor and the Union concerning the manner or implementation of such device or method of work, the implementation shall proceed as directed by the Contractor, and the Union shall have the right to grieve, and/or, arbitrate the dispute, as set forth in Article IX of this Agreement.

Section 4

If the Unions signatory to this Agreement are, or become, signatory to any project labor agreement(s) after the signature date of this agreement applicable to work at SRS that grants any terms and conditions more favorable to SRNS than the terms and conditions available to the Contractors working under this Agreement, then SRNS will, at its sole discretion, automatically be entitled to invoke such terms and conditions for all Contractors on the NCP Projects. Upon written notice by SRNS, the JAC shall address this issue within thirty (30) days and develop the appropriate amendment(s), and/or, the applicable contract language revisions, as may be required, to incorporate the more favorable terms and conditions of any applicable (SRS only) project labor agreement into this Agreement.

8.0 ARTICLE VIII: WORK STOPPAGES AND LOCKOUTS

Section 1

There shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns, or other disruptive activity directed at or affecting the NCP Projects for any reason (including disputes relating to the negotiation or renegotiation of the local collective bargaining agreements) by the Union(s) or employees, and there shall be no lockout by the Contractor. Failure of any Union or

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employee to cross any picket line established by any Union, signatory, or non-signatory to the Agreement, or by any other organization or individual at or in proximity to the Project site is a violation of this Article.

Section 2

The Union shall not sanction, aid, abet, encourage, or continue any work stoppage, strike, picketing, or other disruptive activity at the Project site and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in any activities that violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the NCP Projects shall be subject to disciplinary action, including discharge and, if justifiably discharged for the above reasons, shall not be eligible for rehire on the Project for a period of not less than one hundred and eighty (180) days.

Section 3

- (a) If the Contractor contends that any Union has violated this Article, Article X Section 3, or Article XXIII Section 2, it will notify Business Manager(s) of the Union(s) involved, advising them of the fact, with copies of such notice to the Council and SRNS. The Business Manager(s) will immediately instruct, order, and use the best efforts of his office to cause the Local Union(s) to cease any violation of this Article.
- (b) If the Union contends that any Contractor has violated this Article, it will notify the Contractor and SRNS setting forth the facts which the Union contends violate the Agreement, at least twenty-four (24) hours prior to invoking the procedures of Section 5, below. It is agreed by the parties that the term "lockout" for purposes of this Agreement does not include discharge, termination, or layoff of employees by the Contractor, nor does it include the Contractor's decision to terminate, or suspend work on, the NCP Projects, or any portion thereof, for any operational reason or special circumstances.

Section 4

Any Union which initiates or participates in a violation of this Article, or which recognizes or supports the work stoppage, picketing, or other violation of this Article by another Union, agrees, as a remedy for said violation, to pay liquidated damages in accordance with Section 5(h) below.

Section 5

Any party, including SRNS NCP, whom the parties agree is a party-in-interest for purposes of this Article, may institute the following procedure, in lieu of, or in addition to, any other contractual procedure or any action at law or equity, when a breach of Section 1, above, Section 3 of Article X, or Section 2 of Article XXIII is alleged:

(a) A party invoking this procedure shall notify the approved Permanent Arbitrator and their alternate, respectively, under this procedure. If the Permanent Arbitrator is unavailable at any time, they shall designate an alternate to hear the dispute. Notice to the Permanent Arbitrator shall be by the most expeditious means available, with notices to the party alleged to be in violation and to the Council if it is a Union alleged

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to be in violation. For purposes of this Article, written notice may be given by telegram, facsimile, hand delivery, or overnight mail, but will be deemed effective upon receipt.

- (b) Upon receipt of said notice, the Permanent Arbitrator named above, or their alternate, shall sit and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists.
- (c) The Permanent Arbitrator shall notify the parties of the place and time chosen for the hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the Permanent Arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all parties. A failure of any party or parties to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the Permanent Arbitrator.
- (d) The sole issue at the hearing shall be whether a violation of Section 1, above, Section 3 of Article X, or Section 2 of Article XXIII, has in fact occurred. The Permanent Arbitrator shall have no authority to consider any matter in justification, explanation, or mitigation of such violation or, except as expressly provided by Section 5(h) of this Article, to award damages, which issue is reserved for court proceedings, if any. The Award shall be issued in writing within three (3) hours after the close of the hearing and may be issued without an opinion. If any party desires an opinion, one shall be issued within fifteen (15) calendar days, but its issuance shall not delay compliance with, or enforcement of, the Award. The Permanent Arbitrator may order cessation of the violation of the Article and other appropriate relief, and such Award shall be served on all parties by hand or registered mail upon issuance.
- (e) Such award shall be final and binding on all parties and may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to hereinabove in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Permanent Arbitrator's Award as issued under Section 5(d) of this Article, all parties waive the right to a hearing and agree that such proceedings may be *ex parte*. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The court's order, or orders, enforcing the Permanent Arbitrator's Award shall be served on all parties by hand or by delivery to their last known address by registered mail.
- (f) To the extent permitted by applicable law, regulation, or both, any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure, or which interfere with compliance hereto are hereby, waived by the parties to whom they accrue.
- (g) The fees and expenses of the Permanent Arbitrator shall be borne equally by the parties unless the Permanent Arbitrator determines that particular circumstances of the case require that they be allocated differently.
- (h) If the Permanent Arbitrator determines that a violation of one or more of Section 1, above, Section 3 of Article X, or Section 2 of Article XXIII, has occurred in accordance with Section 5(d) above, the Permanent Arbitrator shall be empowered to

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assess up to \$10,000 as liquidated damages, as determined by the Permanent Arbitrator, for the first shift in which the violation occurred, and shall impose \$10,000 for each shift thereafter on which the craft has not returned to work. If the Permanent Arbitrator determines that a lockout has occurred in violation of Section 1, the Permanent Arbitrator shall be empowered to award back pay to the employees who were locked out. The Permanent Arbitrator shall retain jurisdiction to determine compliance with this section and Section 2 of this Article.

Section 6

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Procedures contained in Article IX shall not be applicable to any alleged violation of this Article, with the single exception that any employee discharged for violation of Section 1, above, may resort to the procedures of Article IX to determine only if they were, in fact, engaged in that violation.

Section 7

SRNS NCP is a party-in-interest in all proceedings arising under this Article and Articles IX and X and shall be sent contemporaneous copies of all notifications required under these articles by the party serving the notice, and, at its option, may initiate or participate as a full party in any proceeding initiated under these articles.

9.0 ARTICLE IX: DISPUTES AND GRIEVANCES

Section 1

- (a) This Agreement is intended to provide close cooperation between management and labor. SRNS NCP, the Contractors and the Council shall each assign a representative to NCP Projects for the purpose of assisting the Local Unions, and the Contractor, to complete the construction of the NCP Projects economically, efficiently, continuously, and without interruption, delays, or work stoppages.
- (b) The Contractors, Unions, and employees, collectively and individually, realize the importance to all parties of maintaining continuous and uninterrupted performance of the work on the Project and agree to resolve disputes in accordance with the arbitration provisions set forth in this Article.

Section 2

Any question arising out of and during the term of this Agreement involving its interpretation and application, including grievances arising under Article XIV (but excluding trade jurisdictional disputes or alleged violations of Article VIII Section 1 or Article X Section 3) shall be considered a grievance and subject to resolution under the following procedures:

Step 1

When any employee subject to the provisions of this Agreement feels he is aggrieved by a violation of this Agreement, they shall, through their Local Union business representative or job steward, and within five (5) working days after the occurrence of the violation, give

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written notice to SRNS and the employee's Contractor representative stating the provisions(s) alleged to have been violated. The business representative of the Local Union or the job steward, the affected Contractor representative and SRNS shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the grievance procedure provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, the location of the alleged violation, if applicable, and the provision(s) of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 shall be non-precedential, except as to the parties directly involved; unless endorsed in writing by SRNS NCP within five (5) days after resolution has been reached.

Step 2

The Business Manager of the involved Local Union or his designee, the Project site representative of the involved Contractor, and SRNS NCP shall meet within seven (7) working days of the referral of the dispute to this second step to arrive at a satisfactory settlement thereof. If the parties fail to reach an agreement, SRNS NCP will offer, or at its option may direct, the parties to submit the dispute to mediation before it is appealed to arbitration, in accordance with the provisions of Step 3. If the parties mutually agree to mediation, or SRNS NCP directs the dispute to be mediated, SRNS NCP will contact the Federal Mediation and Conciliation Service (FMCS) and request the appointment of a mediator. Thereafter, the mediation will be scheduled and conducted at the call of the appointed mediator.

Step 3

If the grievance shall have been submitted but not resolved under Step 2 in the case of a Local Union or SRNS NCP projects-wide dispute, or by mediation if it has been invoked, either party may request in writing within (7) calendar days after the initial Step 2 meeting or the meeting of the JAC, or the termination of mediation by the mediator, as appropriate, that the grievance be submitted to an arbitrator selected from a permanent panel of three (3) arbitrators pre-selected by the JAC. If the panel has not been agreed upon by the parties, they shall request a list from the FMCS from which the arbitrator shall be selected. The decision of the arbitrator shall be final and binding on all parties. 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 Contractors and Union shall pay their own expense, including attorney fees, incidental to the preparation and presentation of its case.

Step 4

The permanent arbitrator shall not have authority to render a decision involving a jurisdictional dispute, nor shall there be any authority to render a decision, the effect of which would amend, modify, or alter this Agreement or its intent.

Section 3

No adjustment or decision may provide retroactivity exceeding sixty (60) days prior to the date of the filing of a written grievance.

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Section 4

SRNS NCP shall be notified by the involved Contractor and Union(s) of all grievances and SRNS NCP shall receive copies of all required written responses by the party responsible for taking actions at Steps 2 and 3 and shall, upon its request, be permitted to be engaged in all proceedings at these steps.

10.0 ARTICLE X: JURISDICTIONAL DISPUTES

Section 1

The assignment of work will be solely the responsibility of the Contractors performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry, effective June 1, 1984, or any successor plan (the "Plan").

Section 2

All jurisdictional disputes on this Project, between or among Unions and Contractors, parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding, and conclusive on the Contractors and Unions parties to this Agreement.

Section 3

All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 4

Each Contractor will conduct an in-person pre-job conference with the Augusta Building and Construction Trades Council prior to commencing work. SRNS NCP will be advised in advance of all such conferences and may participate if they wish.

SRNS NCP shall be notified of the dispute and any meetings among the disputing parties to resolve the dispute; and shall be considered a party-in-interest, with a full right of participation. The award or resolution shall be confirmed in writing to the involved parties with a copy to SRNS NCP. There shall be no strike, work stoppage or interruption in protest of any such award or resolution.

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11.0 ARTICLE XI: WORK ASSIGNMENT PROCEDURES

Section 1

The Contractors, following the process outlined in Appendix C, will announce proposed work assignments at a pre-job jurisdictional assignment conference held in accordance with industry practice not later than fourteen (14) calendar days before commencing any work under this Agreement. The pre-job conference will include a representative of SRNS NCP. Any Union in disagreement with the proposed assignment shall notify the Contractor of its position in writing, with a copy to SRNS NCP and the Council, within seven (7) calendar days. Within seven (7) calendar days after the period allowed for Union notices of disagreement with the Contractor's proposed assignments, but prior to the commencement of any work, the Contractor shall make final assignments in writing with copies to the Council and SRNS.

Section 2

The Unions and SRNS agree that specific work operations or conditions may be enhanced through the implementation of a composite crew. If SRNS identifies a specific work operation that it determines will be performed more efficiently using a composite crew arrangement, SRNS will notify the affected Unions. SRNS will meet thereafter with the affected Unions and provide forecasted staffing levels, duration, and scope details of the work operation. If the parties reach agreement on the use and composition of the composite crew, SRNS may implement the composite crew arrangement within the limitations set forth in the agreement. If agreement is not reached, any party may submit the issue to the JAC for resolution. The JAC will meet within seven (7) days and will provide a determination within three (3) days.

12.0 ARTICLE XII: WAGES AND BENEFITS

Section 1

- (a) All employees covered by this Agreement shall be classified in accordance with work performed and paid not less than the published hourly wage and fringe benefit contributions rates for those classifications contained in the applicable Davis-Bacon wage determination incorporated in SRNS's contract. The applicable Davis-Bacon wage determination for each contract shall be that determination which is included in the bid specifications for the contract and shall govern in the event of a conflict with any of the provisions, or practices, under this Agreement.
- (b) The hourly wage rates and fringe benefit contribution rates will be adjusted annually, or as required by the SRNS Prime Contract with the Government, with annual adjustments being effective upon the first full pay period in October of each succeeding year, for each Union and covering all contracts and Contractors. The adjustments will be determined by SRNS, and a committee comprised of one (1) representative from each of the Local Unions using the average wage and fringe benefit monetary adjustments arrived at by the Southeastern States Survey with independent confirmation by the Construction Labor Research Council Southeast States Survey, or successor agency.

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The allocation between wages and fringe benefit plan contributions may be adjusted annually, or as required by the SRNS Prime Contract with the Government, with annual adjustments being effective upon the first pay period in October, provided the Trustees of any affected plan(s) serve written notice to SRNS, not later than September 1 of the year in which the new allocation is to be effective. In making any such reallocation, the total wage and fringe benefit contribution package shall not exceed the amount of the combined package made effective on that date.

Section 2

All employees covered by this Agreement will be paid by direct deposit and shall be paid no later than the end of the last day of the following work week. Any employee who is discharged or laid off shall be entitled to receive all accrued wages on the next scheduled pay day after discharge or layoff. No more than one week of wages may be held back. Notification of layoff shall be at the Contractor's discretion, but not given later than the end of the work shift on the date the layoff is to be effective. Such notification may be verbal. The hiring hall shall be similarly notified of any layoff no later than three (3) working days after the termination.

Section 3

The Contractor will pay contributions to the established employee benefits funds in the amounts designated in the SRNS published hourly wage and fringe benefit contributions rates and will make all employee-authorized deductions in the amounts designated in the employee's written authorization for such deductions; provided, however, that SRNS and the Union agree that only such bona fide benefit plan contributions, as are included in the Davis-Bacon wage determination, shall be included in this requirement and shall be made by the Contractor.

The Contractor adopts and agrees to be bound by the written terms of the 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 Contractor authorizes the parties to such Trust Funds 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 Contractor.

Section 4

Contractors of whatever tier shall make regular and timely contributions required by Section 3 of this Article in amounts and on the time, schedule set forth in the SRNS published hourly wage and fringe benefit contributions rates. Delinquency in remission of contributions is a breach of this Agreement. If a Contractor or subcontractor is delinquent in any such contributions, the Union or the Trust Fund shall provide timely notification to SRNS NCP after efforts by the Fund to resolve the delinquency have been exhausted and provide documentary evidence of the delinquency endorsed by the Fund. Upon such notification SRNS NCP will attempt to resolve the delinquency with the Contractor, the Union, and the Fund. If the delinquency is not resolved within ten (10) working days, the Contractor, in the case of a delinquent subcontractor, shall withhold an amount to cover the delinquency from any retained funds otherwise due and owing to the subcontractor and shall not release such withholding until the subcontractor is in

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compliance; provided, however, that if the delinquent amount is undisputed in whole, or in part, between the Fund and the delinquent subcontractor, the Contractor shall issue a joint check payable to the Fund and the subcontractor in the amount of the undisputed delinquency. Pursuant to the announced commitment of SRNS NCP, and to the extent permitted by law, the Contractor shall be subject to withholding of retained amounts which may only be released upon the Contractor's resolution of the delinquency as evidenced by a written statement endorsed by the Fund. Where there is no dispute as to the amount of the delinquency, retained amounts may be released by a joint check payable to the Contractor and the Fund in the amount of any undisputed delinquency.

13.0 ARTICLE XIII: HOURS OF WORK OVERTIME AND SHIFTS

Section 1: The Standard Workday

- (a) The standard workday 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 per day or forty (40) hours per week.
- (b) The standard work week shall commence with the start of the first shift (Day Shift) on Monday morning.

Section 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., unless revised per Section 4.
- (b) The second shift shall consist of eight (8) hours pay at the basic straight time hourly wage rate, plus one-half (1/2) hour unpaid lunch period. Fringe benefit contributions for employees working a full second shift shall be paid on the basis of eight (8) hours.
- (c) The third shift shall consist of eight (8) hours pay at the basic straight time hourly wage rate, plus one-half (1/2) hour unpaid lunch period. Fringe benefit contributions for employees working a full third shift shall be paid on the basis of eight (8) hours.
- (d) Shifts shall be established and continue for a minimum of five (5) consecutive workdays. If Saturday, and/or, Sunday is worked, they shall be included in the five (5) day minimum period.

Section 3: 4/10s Work Week

SRNS NCP shall have the right to establish a workweek consisting of four (4) consecutive ten (10)-hour workdays, Monday through Thursday, or Tuesday through Friday. A four-tens workweek may be worked in one or two shifts.

(a) 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 Revision:
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first shift shall be worked between the hours of 7:00 a.m. and 5:30 p.m., unless revised, per Section 4.

- (b) The second shift shall for ten (10) hours pay at the basic straight time hourly wage rate, plus a one-half (½) hour unpaid lunch period. Fringe benefit contributions for employees working a full second shift shall be paid on the basis of ten (10) hours.
- (c) Shifts on a four-tens work week shall be established and continue for a minimum of four (4) consecutive workdays.
- (d) Employees assigned to a four-tens shift cannot be transferred to other four-tens shifts when a recognized holiday or make-up day falls on either of the shifts.

Section 4

SRNS NCP may adjust the starting time of any shift by up to one (1) hour, when the job conditions dictate a change in the established starting time, and/or, a staggered lunch period on work of the project or with individual Crafts. SRNS NCP shall give the Unions at least one week notification of proposed changes to shift starting times. When changing the starting time to establish a new shift, SRNS NCP must comply with Section 2(a) and 3(a) of this Article. If conditions dictate a different shift starting time, it will be an agreement between SRNS NCP and the Council.

Section 5: Overtime

- (a) All work performed in excess of the standard workday, as defined in Sections 1-3 of this Article, and all work performed on Saturday, with exception of makeup days, shall be at the rate of one and one-half (1 ½) times the basic straight time hourly wage rate.
- (b) Work greater than forty (40) hours, including hours worked on Friday, if time was missed during the regular scheduled work week, shall be at one and one-half (1 ½) times the basic straight time hourly wage rate.
- (c) All work performed on Sundays and Holidays shall be paid at two (2) times the basic straight time hourly wage rate.
- (d) There shall be no duplications, or pyramiding, of overtime, and/or, premium pay.

Section 6: Meal Periods

Employees shall be entitled to a one-half (1/2) hour unpaid meal period approximately mid-way through the shift. Lunch is normally scheduled from 12 noon to 12:30 p.m., but the lunch period can be observed between 11 a.m. and 1 p.m. If for any reason the mealtime is changed outside the agreed lunch period, employees must be notified 30 minutes in advance, or the employer will be required to pay the affected employees overtime pay for working through the regularly scheduled lunch period. If employee works through the regularly scheduled lunch period, the employee will be paid overtime for that period.

Section 7: Makeup Day

In the event it is not possible to work Monday through Friday on a standard workday because of weather conditions, SRNS NCP shall have the option of having Saturday available as a makeup day at straight time pay up to forty (40) hours of work. In the event it is not possible to work

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Monday through Thursday on a 4-10 shift because of weather conditions, then Friday can be used as a make-up day at straight time pay up to forty (40) hours of work.

Make-up days are voluntary. If an employee informs his supervisor during the preceding shift that the employee is unable or unwilling to work the make-up day, failure to work the make-up day will not be considered as absenteeism. Only a full shift can be scheduled for make-up.

Section 8: Shift Differential Compensation

In addition to the provisions of Article 13 Section 2 and Section 3, a shift differential compensation of \$2.75 per hour above the base rate shall be applied for each hour worked by those individuals assigned to second or third shift. This shift differential compensation is not applicable to first shift work or any ad hoc extension of the first shift beyond the established work hours.

14.0 ARTICLE XIV: HOLIDAYS

Section 1

Unpaid holidays recognized under this Agreement shall be New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Day after Thanksgiving, and Christmas Day.

Additional holidays observed by SRNS NCP may be observed on the NCP Projects with one (1) week advance notice to the Council, in which event, the observance and pay requirements applicable to the foregoing specified holidays shall be met.

Section 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 Contractor 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.

15.0 ARTICLE XV: MINIMUM PAY AND REPORTING TIME

Section 1

When employees report for work at the time and place specified by the Contractor 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 shift, 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 by the Contractor not to report. 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

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unable to work per the Fitness for Duty policy, they will not be eligible for reporting pay.

Section 2

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If called in for an emergent project, employees will be paid a minimum of four (4) hours, or actual hours worked over four (4).

16.0 ARTICLE XVI: SPECIAL PROCESSING TIME

Section 1

To accommodate NNSA requirements and procedures and to comply with DOE security regulations and applicable state, federal, and OSHA requirements, the Contractors shall be allowed up to a maximum of eight (8) hours for unpaid pre-employment processing time, as is necessary for completing application forms and pre-employment medical/substance abuse program testing. This unpaid time does not apply to Site access and badging requirements and Site-specific training, including General Employee Training (GET). Applicants who fail to pass the pre-employment drug screen will not be eligible for a re-hiring process without advance written approval from SRNS.

17.0 ARTICLE XVII: APPRENTICES

Section 1

The parties recognize the need to maintain continuing support of programs designed to develop adequate numbers of competent workers in the construction industry, and the Contractor(s) will employ apprentices in their respective crafts to perform work within their capabilities and customarily performed by the craft in which they are indentured.

Section 2

The Union and the Contractors agree to furnishing and employing apprentices in a ratio of up to thirty-three and one-third percent (33 1/3 %) of the craft workforce and there shall be no restrictions on the utilization of apprentices in performing the work of their craft provided they are properly supervised.

18.0 ARTICLE XVIII: SAFETY, PROTECTION OF PERSON AND PROPERTY

Section 1

(a) It shall be the responsibility of each Contractor to ensure safe working conditions and employee compliance with any safety rules contained herein, or established by NNSA, or the Contractor. 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 Contractor and NNSA.

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(b) In support of the above commitment the Contractors and the Unions agree to implement the approved SRNS Integrated Safety Management System (ISMS) and enforce a Safety Conscious Work Environment (SCWE). These programs will assist in the development of an effective safety and health program at the outset of the NCP projects.

- (c) Employees shall be bound by the safety, security, and visitor rules and environmental compliance requirements established by the Contractor, the NNSA, or both. These rules will be published and posted in conspicuous places throughout the work site. An employee's failure to satisfy their obligations under this Section will subject them to discipline, up to, and including, discharge.
- (d) Substance Abuse Prevention Program: The use, sale, transfer, purchase, and/or, possession of a controlled substance, alcohol, and/or, firearms while on the Site or Project site 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 the NNSA. Such testing shall include pre-employment, random, periodic, for cause, and post-accident/post incident testing at the sole discretion of the Contractors. 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 2

The inspection of incoming shipments of equipment, machinery, and construction materials of every kind shall be performed at the discretion of the Contractor by individuals of its choice. All employees shall comply with the security procedures established by NNSA, the Contractor, or both.

Section 3

The Contractors 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 Contractors requests employees to remain at the site and available for work, investigations, or both, the employees will be compensated for the time at their basic hourly rate of pay.

Section 4

The Contractor shall provide adequate supplies of drinking water and sanitary facilities for all employees, when required, and according to the requirements of 29 CFR 1926, 29 CFR 1910, or both.

Section 5: Worker's Compensation

All employees working under this Agreement shall be covered, as required, by the provisions of South Carolina law affecting worker's compensation benefits. Should South Carolina law be amended during the life of this Agreement to establish a system of dispute prevention and

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dispute resolution as a substitute for the dispute resolution processes otherwise contained in the South Carolina Worker's 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 worker's compensation rights, procedures and benefits under this Agreement.

Section 6: Joint Labor-Management Safety Sub-Committee

SRNS NCP and the Council shall each designate three (3) representatives to sit as a Joint Safety Sub-Committee of the Joint Administrative Committee. The Sub-Committee shall be jointly chaired by SRNS NCP, and a representative of the Unions appointed by the Council. The Sub-Committee shall meet at the call of the Joint Chairs to receive reports on safety programs instituted by the Owner, SRNS NCP, and the individual Contractors on the Project site. A Sub-Committee meeting may also be called to discuss recommended safety programs and procedures, such as creation of labor-management safety teams, to maintain the highest level of occupational safety on the Project. It is understood that the Sub-Committee's purpose is to assist SRNS NCP 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 Voluntary Protection Program (VPP) and supporting Integrated Safety Management System (ISMS) and the Safety Conscious Work Environment (SCWE) programs. In performing the functions assigned to it, neither the Sub-Committee nor its members are assuming the Contractors' responsibilities.

19.0 ARTICLE XIX: SECURITY

During the terms of this Agreement, the Unions will do their utmost to protect the security of restricted data, as defined in the Atomic Energy Act of 1954, as amended, and other classified information and will not reveal any such information to any person not specifically cleared for the receipt of such information by the DOE. No person will be cleared for the receiving of such information except where such information is necessary for performance of work desired by the DOE. It is recognized that the Contractor has agreed, where appropriate, to employ only persons whose employment DOE has determined will be clearly consistent with the national interest and will not endanger the common defense and security and to remove from work and exclude from the area any other person. Furthermore, the Union, all members of the Union, the Contractor, and all employees of the Contractor are required to comply with all security regulations now in effect, or as may be promulgated by DOE.

20.0 ARTICLE XX: NON-DISCRIMINATION

Section 1

The Contractor and Union agree that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, marital status, or physical or mental disability in any manner prohibited by law or regulation. Any complaints regarding the application of this provision shall be brought to the immediate attention

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of the Labor Relations lead for the involved Contractor and SRNS NCP for consideration and resolution.

Section 2

It is recognized that special procedures may be established by joint agreement of the parties to this Agreement and governmental agencies for the training and employment of persons who have not previously qualified to be employed on construction projects of the type covered by this Agreement. These parties agree that they will make all good faith efforts to assist in the proper implementation of such orders, regulations, or agreements for the general benefit of the residents of the Central Sayannah River Area

Section 3

It is recognized that SRNS NCP may adopt certain policies and commitments for the use of business enterprises owned, and/or, controlled by minorities, and/or, women. The parties shall jointly endeavor to ensure that these commitments, and any amendments that may be adopted by SRNS NCP during the life of this Agreement, are fully met and that any provisions of this Agreement which may appear to interfere with any minority, and/or, women-owned business enterprise successfully bidding for work within the scope of this Agreement shall be carefully reviewed, and adjustments made as may be appropriate and agreed upon among the parties, to ensure full compliance with the spirit and the letter of the policies and commitments and all applicable federal, state, and local rules and regulations relating to the use of minority, and/or, women owner businesses.

Section 4

Any and all disputes, claims, charges, or complaints arising under this Article, including those claiming a violation of Title VII, of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and all other state and federal non-discrimination laws, statutes, and regulations, shall be considered a grievance and subject to resolution under Article IX. Decisions rendered in such proceeding shall be final and binding upon the affected employees. To the maximum extent permitted by law and regulation, the parties and the affected employees waive any rights they may otherwise have to pursue such disputes, claims, charges, or complaints in any judicial forum.

21.0 ARTICLE XXI: TRAVEL AND SUBSISTENCE

The Contractor shall not be required to pay for travel, travel expenses, travel time, or subsistence allowances.

22.0 ARTICLE XXII: WORKING CONDITIONS

Section 1

NNSA and 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 NNSA, these

August 2022 Page: 29 of 51

companies' personnel, or operation of facilities at the Site

Section 2

There shall be no restriction, other than as may be required by safety regulations, on the number of discipline craftsmen assigned to any crew.

Section 3

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 4

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

Section 5

In the interest of the future of the construction industry in the Central Savannah River Area, of which labor is a vital part, and to maintain the most efficient and competitive posture, the Unions pledge to work with the Contractor to produce the most efficient utilization of labor and equipment on the Project, in accordance with this Agreement.

Section 6

A 15-minute morning break in the designated break area will be allowed under this Agreement. Break times will be established by the foreman to minimize impact on productivity. Workers will be permitted to have personal unbreakable containers of beverage (e.g., coffee, tea, sports drinks) which may be consumed at assigned break areas within their immediate work areas consistent with Site safety and health regulations. Employees working a 10-hour shift will be allowed 15 minutes early walk time at the end of the shift classified as an afternoon break. This condition is intended as consideration to benefit craft workers. However, on the occasion the break is missed due to continuity of work activities, the missed break will not serve as a basis for additional compensation.

Section 7

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 Contractor.

Section 8

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

Section 9

Operating Engineer and Teamster employees will operate up to three (3) pieces of major equipment or vehicles during any workday or work shift, as determined by the Contractor and

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there shall be no limitation on the number of changes between the above referenced equipment, and/or, vehicles.

Section 10

Time clocks, brassing, electronic badge recording, or other accountability systems may be used at the option of the Contractor to check employees in or out of the NCP Projects on a daily basis. Employees will be at their designated work assignment location at the starting time and will remain at their designated work assignment location performing their assigned functions, including tool pickup, under the supervision of the Contractor until quitting time. Donning and doffing of required safety equipment and clothing will be at the start time and before the quit time.

Section 11

Pay periods shall run from Monday to Sunday and pay day shall be once a week with no more than one (1) work-week's pay held back.

23.0 ARTICLE XXIII: SAVINGS AND SEPARABILITY

Section 1

It is not the intention of either the Contractor or the Union parties to violate any laws governing the subject matter of this Agreement. The parties hereto agree that in the event any provisions of the Agreement are finally held or determined to be illegal or void as being in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect, unless the part or parts so found to be void are wholly inseparable from the remaining portions of this Agreement. Further, SRNS and the Union agree that, if and when, any provisions of this Agreement are finally held or determined to be illegal or void by a court of competent jurisdiction, the parties will promptly enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the requirements of any applicable law and the intent of the parties hereto.

Section 2

The parties recognize the right of SRNS NCP to withdraw, at its absolute discretion, the utilization of this Agreement as part of any bid specification should a court of competent jurisdiction issue any order which could result, temporarily or permanently, in delay of the bidding, awarding, and/or construction work on the NCP Projects. Notwithstanding such an action by SRNS NCP, or such court order, the Parties agree that the Agreement shall remain in full force and effect on the Project, to the maximum extent legally possible.

Section 3

The occurrence of events covered by Sections 1, 2, or both, above, shall not be construed to waive the prohibitions of Article VIII.

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24.0 ARTICLE XXIV: DURATION OF THE AGREEMENT

This Project Labor Agreement shall be effective as of October 6, 2022 and shall continue in effect for the duration of the Project construction work described in Article II hereof.

Section 1

- (a) Turnover: Construction of any phase, portion, section, or segment of the NCP Projects shall be deemed complete when such phase, portion, section, or segment, has been turned over to the Commissioning/Operations Staff by the Contractor, the Owner, or both, has accepted such phase, portion, section, or segment. As areas and systems of the NCP Projects are inspected and construction-tested, and/or, approved by SRNS NCP, the Agreement shall have no further force or effect on such items or areas, except when the Contractor is directed by SRNS or the Owner to engage in repairs or modifications required by its contract(s) with the Owner or SRNS NCP.
- (b) Notice: Notice of each final acceptance received by SRNS NCP will be provided to the Council with a description of what portion, segment, etc., has been accepted. Final acceptance may be subject to a "punch list", and in such case, the Agreement will continue to apply each such item on the list until it is completed to the satisfaction of the Commissioning/Operations Staff and Notice of Acceptance is given by the Commissioning and Operations Staff to SRNS.
- (c) Termination: Final termination of all obligations, rights, and liabilities and disagreements shall occur upon receipt by the Council of a notice from SRNS NCP saying that no work remains within the scope of the Agreement for SRNS NCP or its successor.

Section 2

The Union agrees that there will be no strikes, work stoppages, sympathy strikes, picketing, slowdown, or any other disruptive activity affecting the NCP Projects by any Union involved in the negotiation of any Local Union's Collective Bargaining Agreements, nor shall there by any lockout on the NCP Projects affecting the Union during the course of such negotiations.

NNSA Capital Projects (NCP) Project Labor Agreement

August 2022

Revision:

Page:

In witness whereof, the parties have caused this Agreement to be executed and effective as of the day and year first above written.

For Savannah River Nuclear Solutions:

James Toler

SRNS LLC

Executive Vice President/ NNSA Capital Projects

For the Unions:

President, Augusta Building and Construction

Trades/Council

International Association of Bridge, Structural, Ornamental and Reinforcing

Ironworkers Local No. 709

Secretary Treasurer, Augusta Building and

Construction Trades Council

United Brotherhood of Carpenters Local No. 283

nternational Brotherhood of Boilermakers

Local No. 456

International Union of Painters

Local No. 1756

Bricklayers, Cement Masons & Allied **Craft Workers Local 8 Southeast**

United Union of Roofers, Waterproofers,

and Allied Workers Local No. 136

International Union of Heat and Frost Insulators and Allied Workers Local No. 92

Sheet Metal Workers International

Association Local No. 399

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United Association of Journeymen and Apprentices of the Plumbing and Pipefitting industry of the U.S. and Canada Local No. 150

Sprinkler Fitters United Association Local No. 669

International Brotherhood of Electrical Workers Local No. 1579

International Brotherhood of Teamsters Local No. 509

International Union of Operating Engineers

Local 470

Reginal Iron Workers (Reinforcing)

Local 846

Millwrights Local 1263

Amborers Local No. 515

Operative Plasteres & & ment Masons Local

APPENDIX A LETTER OF ASSENT

PROJECT LABOR AGREEMENT FOR THE SAVANNAH RIVER PLUTONIUM PROCESSING FACILITY PROJECT

The undersigned, as a [Sub]contractor on this [Sub]contract being a part of the construction of the Savannah River Plutonium Processing Facility, for and in consideration of the award of a [Sub]contract to perform work on said Project and within the scope of the NCP Project Labor Agreement, and in further consideration of the mutual promises made in the Project Labor Agreement, a copy of which was received and is acknowledged, hereby:

- (1) On behalf of itself and all its employees, accepts and agrees to be bound by the terms and conditions of the Project Labor Agreement, together with any and all amendments and supplements now existing or which are later made thereto, and understands that any act of non-compliance with all such terms and conditions, including but not limited to, evidence of compliance with the preemployment controlled substance testing, will subject the non-complying [Sub]contractor or employee(s) to being prohibited from the Project site until full compliance is obtained.
- (2) Certifies it has no commitments or agreements which would preclude its full compliance with the terms and conditions of said Project Labor Agreement.
- (3) Agrees to secure from any contractor (as defined in said Project Labor Agreement) which is or becomes a subcontractor (of any tier), a duly executed Letter of Assent in a form identical to this document prior to commencement of any work.

Dated:	
Name of [Sub]contractor	
Signature of Authorized Representative	
Print Name and Title	
General Contractor	
NCP [Sub]contract Number	Phone Number
PWP Number	City, State, and Zip Code

APPENDIX B

LIST OF CONTRACTS AWARDED BY NCP BEFORE EFFECTIVE DATE OF AGREEMENT

5/20/08	Construction Subcontracts			
ikem	Sub/Vendor Name	Estimated Completion Date		
Admin Bld.	<u> </u>			
Concrete				
Civil Contract				
Electrical Equipment	<u>—</u>			
Survey Services	<u> </u>			
Concrete and Soil Testing				
Waste Removal				
Chain Link Fence				

APPENDIX C

SAVANNAH RIVER SITE

SAVANNAH RIVER PLUTONIUM PROCESSING FACILITY

PROJECT PROPOSED TRADE ASSIGNMENTS PRE-JOB CONFERENCE

TO:	Augusta Building and Construction Trades Council
CLIENT:	United States Department of Energy
ADMINISTRATOR:	NCP XXX-XXXX
[SUB]CONTRACTOR:	
[SUB]CONTRACT#: NAME OF PROJECT:	
PWP#:	
BID AMOUNT:	
	sed jurisdictional trade assignments, broken down by craft and iscuss details and answer questions relating to the project scope of work,
Augusta <mark>(XXX) 3</mark>	Local 1579 cynolds Ave. , Georgia 30901 XXX-XXXX – Office XXX-XXXX - Fax
MEETING DATE:	
UNION RESPONSE DATE:	
[SUB]CONTRACTOR RESP	ONSE DATE:

** PLEASE TYPE IN ALL INFORMATION **

1. SCOPE OF WORK:

2.	ESTIMATED WORK
	SCHEDULE: Approximate
	Commencement Date:
	Approximate Completion Date:
3.	ADDRESSES:
	Job Location:
	Company's Local Mailing Address:
4.	Trust Fund Billing Address: (If different from mailing address) SUBJCONTRACTOR PERSONNEL: Project Manager:
	Office Telephone#:
	Mobile Telephone#:
	Fax Telephone #:
	Superintendent
	Office Telephone#:
	Mobile Telephone#:
	Fax Telephone#:
	Safety Representative:
	Office Telephone#:
	Mobile Telephone#:
	Fax Telephone #:

Drug Test Result Coordinator: (L Name of first Contact:	ist in order of contact priority)
Office Telephone#:	
Mobile Telephone#:	
Name of second Contact:	_
Office Telephone#:	
Mobile Telephone#:	
Name of third Contact:	
Office Telephone #:	
Mobile Telephone#:	
-	The following [SUB]contractor personnel all the hiring halls to have craft workers
1.	
2.	
3.	
Referral procedures will be in accordance the NCP Project Labor Agreement. The hiring halls to be in full compliance with	referral procedures are to be posted in the
5. MANPOWER:	
	<u>Average</u>
Asbestos Workers	
Boilermakers	
Bricklayers	
Carpenters/Millwrights	
Cement Masons	
Electrical Workers (Inside Wiremen)	
Electrical Workers (Outside Line)	
Elevator Constructors	
Glaziers	

	<u>Average</u>	
Insulators		
Ironworkers (Structural)		
Ironworkers (Rebar)		
Laborers		
Operating Engineers		
Painters		
Pile Drivers		
Pipefitters/Plumbers		_
Plasterers		
Roofers		
Sheet Metal Workers		
Teamsters		
6. OPERATIONAL INFORMATION		
Number of Shifts:		
Shift Schedule:	AM/PM to	AM/PM
	AM/PM to	AM/PM
	AM/PM to	AM/PM
Pay Day:		
End of Pay Period:		
First Aid Facilities:		
Sanitary Facilities:		
Job Site Telephone Number:		
Job Site Fax Number:		

PROPOSED TRADE ASSIGNMENTS

NAME OF [SUB]CONTRACTOR:

NCP [SUB]CONTRACT#:

The following jurisdictional trade assignments are proposed, and any Union may contest the assignment

by submitting a written challenge and supporting documentation within seven (7) calendar days of the

above referenced proposed trade assignment meeting to the [Sub]Contractor. [SUB]contractor will

review all submitted supporting documentation regarding the proposed trade assignments and submit to

SRNS NCP and the Augusta Building and Construction Trades Council a 'Final Trade Assignment'

letter within fourteen (14) calendar days of the meeting in which the proposed trade assignments were

made.

Asbestos Workers:

Boilermakers:

Bricklayers:

Carpenters:

Cement Masons:
Electrical Workers (Inside Wiremen):
Electrical Workers (Outside Line):
Elevator Constructors:
Glaziers:
Insulators:
Ironworkers (Structural):
Ironworkers (Rebar):
Laborers:

Millwrights:		
Operating Engineers:		
Painters:		
Pile-Drivers:		
Pipefitters/Plumbers:		
Plasterers:		
Painters:		
Sheet Metal:		
Teamsters:		

Does the [Sub]contractor contemplate the use of composite crews?	YES:	NO:
If "yes", describe the work activity and the proposed composition of the		
crew.		

Scope and approach for composite crews will be determined by management as the opportunities are identified.

In the space below, please describe any work that you believe not to be covered by this Agreement and the reasons for this belief.

UTILIZATION OF EQUIPMENT

N.	AME OF [SUB]CONTRACTOR:					
NO	CP [SUB]CONTRACT#:					
Lis	List of equipment and the proposed assignment of craft for full time use or operation of each piece.					
EC	DUIPMENT:	CRAFT:				
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.	. *					
11,						
12.						
13.	,					
14						

EOUPMENT	
EOUPMENT:	
1	4
2	- 2
	5
3	6
SI	BCONTRACTORS
	tors that are under lower tier scontract with the General
[Sub) Contractor at the time of this r	meeting. Each subcontractor is to submit a completed a
Assignment" and hold a pre-job conf	must submit a completed "Proposed Trade ference m accordance with Article XI. Section 1.
identified below is to be attached to t	LOA) specific to this contract from each Subcontractor the end of this document. (Also include a copy of the additional space is needed, copy this page and attach it
to the document.	
Name of Subcontractor:	Summary of Scope of Works
Name of Subcontractor:	Summary of Scope of Works
	Summary of Scope of Works
1	Summary of Scope of Works
	Summary of Scope of Works
1	Summary of Scope of Works
2	Summary of Scope of Works
1 2 3	Summary of Scope of Works
2	Summary of Scope of Works
1 2 3	Summary of Scope of Works
1. 2. 3 4.	Summary of Scope of Works
1. 2. 3 4.	Summary of Scope of Works
1.	Summary of Scope of Works
1.	Summary of Scope of Works
1.	Summary of Scope of Works

TOOLS-OF-THE-TRADE: (Part-time use - no

listing of craft is necessary)

10			
11			
12			
13			
14			
	(Print on Co	untvactor's Lotterhood) NCP	
		ontractor's Letterhead) NCP E ASSIGNMENTS	
TO:		nd Construction Trades Council	
CC:	Fax (XXX) XXX-X NCP Fax (XXX) XX	XXX	
DATE:	XXXX		
SUBJECT:	Final Trade Assignr	nents	
CONTRACTOR:			
CONTRACT#:			
PWP#:			
Agreement NCP PLA by the competing Un	A), I have read and revions on the work desc	riment Procedures, Section 1 of the NCP Project Labor riewed all supporting written documentation submitted ribed below. Following the aforementioned provisions ch task my final trade assignment.	
Unions not in agreement with these final trade assignments may avail themselves of the jurisdictional resolution process found in the NCP PLA Article X, <u>Jurisdictional Disputes</u> . <u>Section 2</u> . This provision allows for competing Unions to pursue their claims through the "Plan" without disrupting the work of the affected Contractor.			
The following is a description of the contested work and the final trade assignment for each task: (A separate letter of "Final Trade Assignment" should be made for each piece of work or task that is contested)			
1. Description of co	ntested work or task:		
2. Unions submittin	ng supporting docum	nentation:	
a.			
ь.			
c.			

3. Union awarded final trade assignment:

"General Decision Number: SC20250002 10/03/2025

Superseded General Decision Number: SC20240002

State: South Carolina

Construction Types: Building, Heavy and Highway

Counties: Aiken, Allendale and Barnwell Counties in South

Carolina.

SAVANNAH RIVER SITE ONLY

BUILDING CONSTRUCTION PROJECTS (does not include single family homes and apartments up to and including 4 stories)

HEAVY CONSTRUCTION PROJECTS (includes sewer & water line projects, and drainage projects)

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

|If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an |. The contractor must pay option is exercised) on or after January 30, 2022:

- . Executive Order 14026 generally applies to the contract.
- all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.

If the contract was awarded on . Executive Order 13658 or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- generally applies to the contract.
- The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

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Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2025
1	08/08/2025
2	10/03/2025

^{*} SUSC2011-002 08/30/2024

30302011-002 00/30/2024		
F	Rates	Fringes
·		
Asbestos abatement		
worker/hazardous material		
handler		
Includes preparation,		
wetting, stripping,		
removal, scrapping,		
vacuuming, bagging and		
disposing of all		
insulation materials from		
mechanical systems,		
whether they contain	4 5 00 1616	
asbestos or not\$	16.00 **	.25
Asbestos worker/insulator		
Includes application of		
all insulating materials,		
protective coverings,		
coatings & finishes to all		
types of mechanical systems.\$	32.00	22.49
Bricklayer\$	29.70	16.85
•		10.03
Carpenter\$	34.15	15.44
Cement mason\$	28.74	16.73
Electrician		
Cable Splicer\$	37.00	17.74
Groundman\$		17.74
Lineman\$	35.75	17.74
Elevator constructor\$	51.11	40.04
Glazier\$	29.27	14.55
Ironworker\$	35.72	15.72
Laborers:		
Concrete & Building\$	22.57	13.22
Hazardous Waste Verifier\$	23.32	13.22
Mortar Mixer\$	22.82	13.22
Nozzleperson\$		13.22
Pipelayer\$	22.82	13.22
Pneumatic Concrete Gun		
Operator\$		13.22
Pneumatic Tool Operator\$		13.22
Tool Facility Operator\$	23.32	13.22
Machinist\$	54.00	10.70

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0/3/25, 7:25 AM	SAM
Millwright\$ 35.05	20.09
Painter Composite rate applies to all work performed by journeyman painters and sign painters except when engaged in industrial	
premium work\$ 29.27	14.55
Piledriver\$ 34.40	15.44
Pipefitter\$ 39.06	17.41
Plasterer\$ 28.74	16.73
Power equipment operators: Air compressor; concrete mixer (10 s or less); conveyor; elevator; hoist, 1-drum; light plant; motor crane driver and oiler; roller; tractor (50 hp and over)\$ 29.88 Backhoe; central mixing	18.42
<pre>plant; concrete placing machine; crane, derrick, dragline; hoist, 2-drum; motor grader; shovel; sideboom tractor; tower/pedestal crane; hoist, 1-drum (hoisting personnel); mechanic (diesel & gas); maxi</pre>	
grinder\$ 36.00 Batch plant; bulldozer; concrete mixer (over 10 s); distributor (bituminous surfaces); end loader; fork lift truck; lead oiler; pan scraper; paving machine; pumpcrete; trenching machine; well	18.42
drill\$ 33.12 Fireman (Boiler)\$ 26.28	18.42 18.42
Mechanic (diesel & gas)\$ 36.00	18.42
Oiler\$ 26.28 Pump (2-1/2 in. and over); tractor (under 50 hp); fireperson (boiler); oiler\$ 26.28	18.42
Roofer (built-up, composition and waterproofing)\$ 29.00	9.90
Sheet metal worker\$ 37.00	18.11
Sprinkler fitter\$ 37.22	24.25
Tile setter\$ 29.70	16.85
Truck drivers: 2-1/2 Tons & Over, and Special Equipment\$ 32.14 Oiler (Light Equipment &	12.68

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Garage Attendant).....\$ 31.79 Under 2-1/2 Tons.....\$ 31.51 12.68

Footnote: Health & Welfare Weekly Rate: \$393.90

Boilermaker.....\$ 34.21 24.26

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at

https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers.

10/3/25, 7:25 AM SAM.gov

0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210.

SAM.gov

END OF GENERAL DECISION"



Upload Records

There are three basic methods for uploading data into LCPtracker.

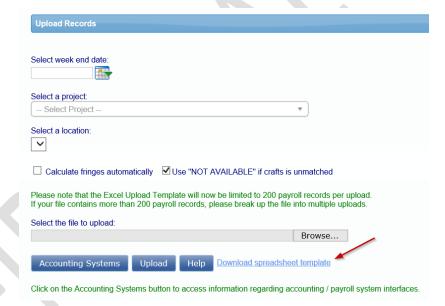
We have created several different formats for uploading and your accounting software may be one of them. Please go to www.lcptracker.com > Partners > Payroll Interfaces for current available accounting system.

The second upload method is to use the standard interface template defined by LCPtracker. This is an Excel spreadsheet template with specifically defined columns. The Upload Records function is intended to provide a function for the uploading of payroll records from a spreadsheet. This may not only improve the speed of the upload, but the accuracy as well.

To download the excel template go to: Payroll Records > Upload Records > Click the "Download spreadsheet template" hyperlink. This allows you to download the spreadsheet template required to upload payroll data.

This spreadsheet will provide you with Instructions on how to use this function and a Legend explaining each column.

Please note, when uploading using the upload template, the file will be limited to 200 payroll records per upload.



Please contact LCPtracker Support after you have reviewed the spreadsheet and instructions if you need any further assistance.

Uploading Process

Regardless of the interface or use of the Excel Spreadsheet template, the uploading process is very simple.

Remember the upload process will also create your employees in Set Up, Add/Edit Employees section if you did not already manually enter. You may need to manually adjust certain requirements on your employee setup depending on the Administrator requirements.

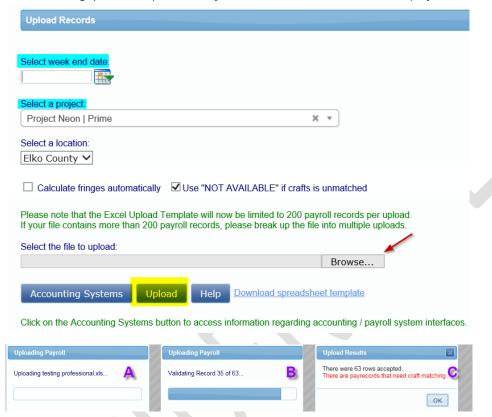
Go to Payroll Records >> Upload Records

- 1. Select the weekend date (or leave blank if you are uploading several weeks at a time in one upload and your upload includes the weekend dates),
- 2. Choose the Project that you are going to upload for;
- 3. Browse your computer for file to upload; and

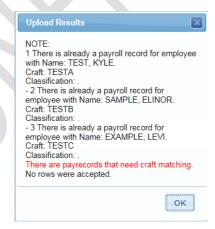
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4. Click "Upload" and as your file uploads, you will be able to see the data check validations working (A, B & C). **Note:** your file must not exceed 200 payroll records.



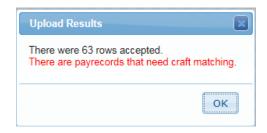
If there are any issues the system does not accept on any rows, it will give you pop-up message (example below).





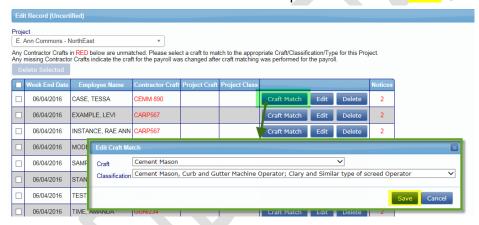
Craft Matching in the Edit Record

The first time, or anytime you upload a new employee, you will need to craft match.



Go to 1. Payroll Records > Edit Uncertified Payroll Records

- 1. Click "Craft Match" and you get a pop-up window.
- 2. Choose the Craft and Classification from the drop-down and click "Save".



Once you "Save" a Craft Match, subsequent uploads should auto-fill your selection.





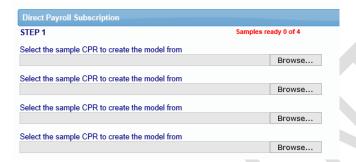
Direct Payroll Subscription

Direct Payroll Interface is a service offered where LCPtracker will attempt to build a model of your payroll file generated by your accounting software, so you can quickly upload your records into the system. To learn more about DPI and to get pricing, please contact support@lcptracker.com

To sign up for DPI, go to 1. Payroll Records > Direct Payroll Subscription

Submit Samples

We will ask for 4 samples of your payroll report in either a PDF or CSV format.



The more detailed the files, the better. For example, files with overtime and double-time hours, multiple crafts worked by one employee within the week, or intricate deductions will help our technicians build the most functional model possible the first time around.

Select Accounting System and Confirm Contact Information

Once you have uploaded the samples, select the accounting system you use and confirm that the contact information is correct.



Upload samples

Click on the "Upload" button to submit the files to our DPI Department.



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Activate DPI now



You will be contacted by one of our DPI technicians who will be your point of contact moving forward during the process of building and mapping the model. Depending on the complexity and consistency of your files, it can take anywhere from 3 to 4 business weeks to build, test, and deploy your final model. We do not advise that you hold off on reporting during this process, and suggest you instead use another entry option in the meantime. Once your DPI model is complete, it is good for all Projects you will report to within LCPtracker.

Recovery Act Additional Data Entry, FHWA 1391 Additional Data Entry, HUD Additional Data Entry

The use of these is very limited. They are for collecting data for employees not physically working on the job; these would include clerical employees, foremen, supervisors, and managers.

Edit Certified Payroll Records

This will take you directly to *Projects > Certified Payrolls* to be able to edit your certified payroll records.





Training Materials

Support

Logout

Live Chat



SAVANNAH RIVER NUCLEAR SOLUTIONS Change Account

Projects Certifications	Violations Reports Admin eDocuments Set Up Support Admin
Add or Edit Contractor I	Information Add Mode
	enter information and save. To edit an existing contractor, select it from the list first. actors in the system. You can only edit your own data after it has been entered.
Department All Departments	Leave As Is
Company Name (Contracto	tor) *
Federal Tax ID Number *	D-U-N-S Number * PWCR Number
Contractor License No. or	10-digit Phone Number * Contractor License Expiring Date Use current LCPtracker
Contractor License (To Dis	login information
Insurance Certificate Numb	ber Specialty License Number Local Business (City) License
Motor Carrier Permit Numb	ber Worker's Compensation Policy Number
Nor	ection 3 Business on-Construction Contractor ontractor's Health Plan Approved
Ethnicity *	Type of Trade
Principal Name	Principal Title
Contact Name *	
Phone Number *	Contact Fax
Contact E-Mail * (Login info	formation will be sent to this email address)
Address 1 *	Address 2

City * State/Province * ZIP Code *

Standard Hours Per Day * Standard Work Week Hours *

Leave As Is

Pay date is calendar days after week end date. Leave As Is

Notice enforcement *

ENFORCE Leave As Is

Contractor Status

Owner Operator

Use Overtime Round Factor for Payroll Validation

Click here to obtain a free D-U-N-S number http://fedgov.dnb.com/webform/displayHomePage.do

User ID

Business Certifications

Certification * Certifying Agency * Iss
Select Certification Select Certifying Agency

Issued Date

Expiration Date



Notes



TRAINING & SUPPORT RESOURCES





TRAINING AND SUPPORT RESOURCES

INTRODUCTION

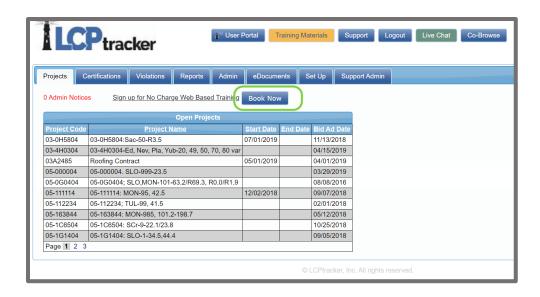
There are comprehensive documents or videos for just about any topic or question you might have while working with LCPtracker. The purpose of this guide is to show you how to access those documents and videos, and what to do if you still have questions afterward. (Hint: contact the Support team).

ON-DEMAND TRAINING VIDEOS

If you are new to LCPtracker or are using one of our new modules, then it is advised that you begin by taking the appropriate On-Demand video training courses. There are multiple training videos available for both Administrator and Contractor topics, including the strongly recommended *Admin Overview* and the *Contractor Training Class* videos. Each of these videos gives enough information to get you up and running with LCPtracker in the respective system.

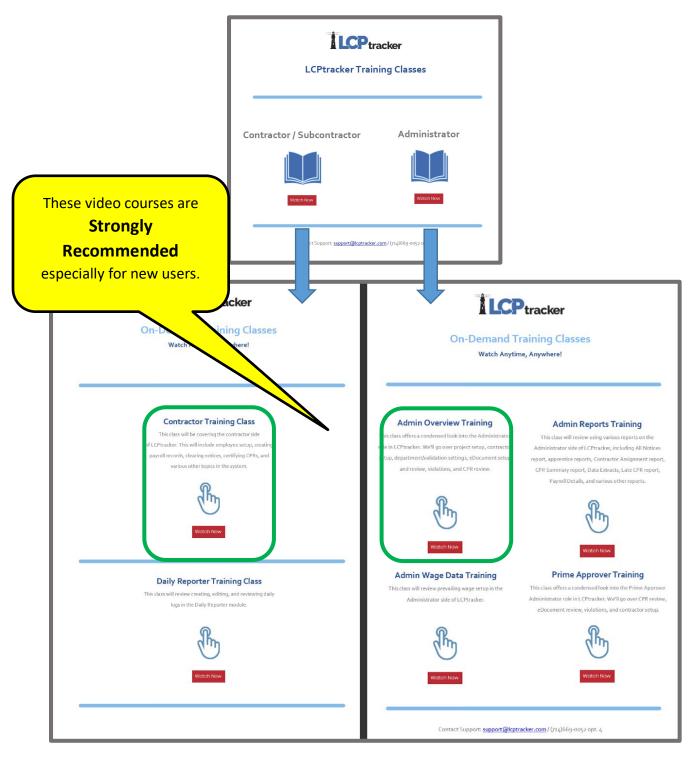
To access the On-Demand Training, please follow these steps:

- 1. Login to LCPtracker.
- Click the "Book Now" button found in the upper center section on the PROJECTS tab of LCPtracker (the first screen you see upon logging in, your screen may have different tabs).



3. This will bring you to the LCPtracker Training Classes home screen, where you can select either Contractor Training or Admin Training. Select your training path then select your course and follow the prompts to register for access to the videos. (Hint: remember to turn on the sound).







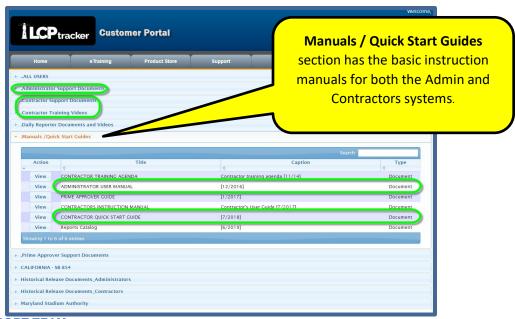
LCPtracker has a large library of detailed guides and videos that cover almost any question you might have.

To access the Training and Support Library, please follow these steps:

- 1. Login to LCPtracker.
- 2. At the top of your screen you will see a large orange button labeled "Training Materials". Please click this button to open the library.



3. The library holds a wealth of useful information that is organized into categories for ease of access. Click the "View" button of the document you wish to open and it will download to your computer.



SUPPORT TEAM

Phone: 714-669-0052 Email: info@lcptracker.com Web: lcptracker.com Address: 117 E. Chapman Ave. Orange, CA 92866



LCPtracker has a fully staffed Support office located in Orange, California that is available weekdays (excluding Holidays) from 5:00 am until 5:30 pm Pacific Standard Time (PST). With a tool set that includes almost non-existent hold times, rapid-response email support, Live Chat, and the ability for you to share your screen in real-time, LCPtracker's Support team is ready to provide you with the fanatical support that sets LCPtracker apart.

To contact the Support team, please choose an option below:

1. Email: support@lcptracker.com

2. Phone: (714) 669-0052 OPTION 4

- 3. Click the green "Live Chat" button at the top of the LCPtracker screen.
- 4. You may also click the "Support" button at the top of the LCPtracker online interface at any time to view Support's complete contact information.

