NATIONAL LABOR AGREEMENT FOR THE DECOMMISSIONING, DECONTAMINATION AND DEMOLITION OF NUCLEAR POWER GENERATION FACILITIES

Between

HOLTEC DECOMMISSIONING INTERNATIONAL, LLC (HDI)

And

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA

INTERNATIONAL UNION OF OPERATING ENGINEERS

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

UNITED BROTHERHOOD OF CARPENTERS and JOINERS OF AMERICA

INTERNATIONAL ASSOCIATION OF BRIDGES, STRUCTURAL, ORNAMENTAL AND REINFORCING IRON WORKERS

This Agreement is entered into on January 31, 2022, and shall become effective on the date that all parties become signatory. This Agreement is between HDI (herein referred to as the "Contractor") located at 1 Holtec Boulevard, Camden, NJ 08104 and those International Unions listed hereinafter (herein referred to as the "Unions") for the purpose of decommissioning, decontamination, demolition, and site restoration of Nuclear Power Generation Sites located in the United States of America (hereinafter referred to as the "Projects"). The scopes of these projects are defined in this document in Article 1, Section 5.

The Unions are composed of the following International Unions:

Laborers' International Union of North America

International Union of Operating Engineers

International Brotherhood of Electrical Workers

United Brotherhood of Carpenters and Joiners of America

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

COVENANTS

Whereas, the Contractor is engaged in the business of implementing and providing technologies and services related to the decommissioning, decontamination, demolition and site restoration of Nuclear Power Generation Sites and this work is of importance to the Unions herein listed, and it being recognized there is an essential difference in the conditions required to perform this type of work, the Unions herein listed with the Contractor wish to enter into the agreement for their mutual benefit covering work of this nature;

Whereas, the Unions have in their membership throughout the United States have members competent and qualified to perform the work of the Contractor;

Whereas, the Contractor has employed members of the Unions and the Contractor has a commitment and/or contract for work recognized by the Unions as being within the jurisdiction of said Unions;

Whereas, in order to ensure relative equity and uniform interpretation and application, the Unions wish to establish and administer this Agreement in concert, each with the other, and the Contractor;

Whereas the Contractor and the Unions desire to mutually stabilize wages hours and working conditions; and

Whereas, the Contractor and the Unions agree that, due to the particular nature of the work covered by this Agreement, there shall be no lockouts or strikes during the life of this Agreement, and provisions must be made to achieve this end;

It is, therefore, agreed by the undersigned Contractor and Unions in consideration of the mutual promises and covenants contained herein that the National Agreement be made as follows

ARTICLE I - PURPOSE AND SCOPE

Section 1. This Agreement is for the joint use and benefit of the contracting parties, and the provisions herein defined and set forth shall be construed as binding upon and effective in determining the relations between the parties and/or subordinate sub-divisions to set forth herein the basic Agreement covering the rates of pay, hours of work, and conditions of employment to be observed by the parties. The Unions and Contractor(s) agree to abide by the terms and conditions contained in this agreement with respect to the administration of the agreement by all parties involved.

Section 2. It is mutually understood that the following terms and conditions relating to the employment of workers covered by this Agreement have been decided upon by means of collective bargaining and that the following provisions will be binding upon the Contractor and the Unions during the term of this Agreement and any renewal thereafter. It is further agreed that the employees working under this Agreement shall constitute a bargaining unit separate and distinct from all others. This Agreement covers all terms and conditions of employment for decommissioning, decontamination, demolition, and site restoration of Nuclear Power Generation Sites throughout the United States. In addition, this Agreement does not include construction, maintenance and/or the operation of any Nuclear Power Plant which may be covered under another Agreement.

Section 3. The Contractor will not be required to become signatory to any local, area or national collective bargaining agreement covering the work to be performed hereunder. This agreement becomes the sole source of agreement between the Contractor and the union on this work scope as defined in Article 1, Section 5.

Section 4. In recognition of the special needs of these Projects and to maintain a spirit of harmony, labor-management peace and stability during the term of this Agreement, the parties agree that the work will be done in a manner to secure optimum productivity and to eliminate strikes, lockouts, slowdowns or interruptions or other disruptions of, interference with or delays in the execution of the work covered by this Agreement. Similarly, the parties agree that there will be no work stoppages, slowdowns or other disruption of the work covered by this Agreement resulting from employees working on the Project site together with, alongside or in proximity to members of other unions not signatory to this Agreement.

Section 5. The scope of this Agreement is for all work associated with and required to decommission, decontaminate, demolish, and restore Nuclear Power Generation sites located in the United States of America to a predetermined end state.

This Agreement shall apply to all onsite construction work involved in the performance of decontamination, demolition and decommissioning, and other related activities for commercial nuclear power plant sites where HDI has a sole contract to decommission the site. Decommissioning of nuclear power plants in this Agreement involves all work activities required

to remove plant systems and equipment, decontamination to meet the contamination limits of disposal facilities, packaging of materials for disposal, demolition of the structures including foundation removal and restoration of the site to meet end state criteria for future reuse.

Work scope includes working within a site licensed by the NRC and requires that employees meet all applicable security and safety regulatory requirements for working as an unescorted employee onsite. The requirements include participation in a mandatory fitness for duty program and qualifying to the Contractor(s) as a radiation worker qualified under the applicable Nuclear Power Utility Program.

Section 6. Items specifically excluded from the scope of this Agreement include but are not limited to the following:

A. Work of non-manual employees, including but not limited to superintendents, supervisors, safety and health personnel, radiological technicians, engineers, field engineers, surveyors, inspectors, quality control personnel, quality assurance personnel, timekeepers, mail carriers, clerks, office workers, messengers, guards, emergency medical and first aid technicians and other professional, engineering, administrative, supervisory and management employees.

B. Any work performed by or under the direction of HDI, its subsidiaries and affiliates, which is not within the scope of this National Agreement.

C. Work performed by any employee of federal, state or local governments.

D. Work performed by vendor technical representatives.

E. Work performed by the incumbent operations union employees. It is understood that there are existing local unions at project sites who are excluded from this agreement and whose scope of work is operational until such time as the fuel is on the spent fuel dry storage pad.

Section 7. Amendments to this Agreement may be added by mutual agreement between the Contractor and Unions.

Section 8. It is understood that the liability of any Contractor and the liability of the separate unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employer status between or among the Contractor(s) or any employer.

Section 9. The Contractor and the Unions recognize and agree that this Agreement is meant to be binding upon any successor contractor. In the furtherance of that principle, the Contractor will immediately upon learning that its contract with the owner is being put out to bid, notify all prospective bidders that there is a labor agreement in effect, that it is intended to be binding upon any successor contractor, and provide the prospective contractors copies of this national agreement.

Section 10. The unions' signatory to this Agreement will maintain a nuclear power plant pre vetting program that prepares candidate employees for unescorted access to nuclear power plant work areas. HDI will furnish the unions training requirements and site specific criteria for unescorted access to applicable work areas.

Section 11. The unions signatory to this Agreement will provide training and certification for their respective members on tools and equipment commonly used in the execution of their work such as (but not limited to) forklifts, man lifts, plasma arc and oxyacetylene cutting equipment. The parties to this agreement agree that a trained and qualified craft workforce is important to the success of the project. The Contractor shall establish training, qualification, and certification requirements for employees working under this agreement and such additional training, qualification, and certification requirements necessary for specialized work. Examples of this training include but are not limited to radiation worker training, OSHA Construction Safety Training, forklift safety and certification, fall protection, hoisting and rigging, scaffold building and usage, confined space, fire watch, first aid (CPR & AED), and site vehicle operations.

ARTICLE II - MANAGEMENT RIGHTS

The Unions understand that the Contractor is responsible to perform the work required by the Project. Therefore, the Contractor has the complete authority and right to:

A. Plan, direct and control the operation of all work, including but not limited to hiring, assignment of work, scheduling of regular and overtime hours, determining by whom overtime will be worked, promotion, transfer and lay off.

B. **Decide the number of employees required** with due consideration to the proper craft classification and area practice thereof.

C. Hire and lay off employees as the Contractor feels appropriate to meet work requirements and/or skills required. The Contractor may hire employees by name that have special skills or have previous experience.

D. Assign employees with special abilities, skills or qualifications from jobs where forces are being reduced to jobs where forces are being increased or reorganized without restriction or limitations.

E. Determine materials, design, work methods and procedures.

F. Terminate, delay and/or suspend any or all portion of the Project at any time, at its sole discretion.

G. Determine the need and number of foremen without regard to foremen ratios in local agreements, name foremen and require foremen to work with their tools when in the Contractor's opinion this is advisable. It is not necessary for each craft to have a foreman. A foreman may act in this capacity for more than one craft.

H. Require all employees to observe the Contractor's rules and regulations not inconsistent with this Agreement.

I. Require all employees to observe all safety regulations prescribed by the Contractor and to work safely.

J. Discharge, suspend, or discipline employees for proper cause and/or to reject any applicant referred by the union for a lawful or non-discriminatory reason.

K. The Contractor may, if he desires, maintain a variety of skills within his group of employees to be prepared to have skills and/or supervision for any type of work that may arise.

L. It is understood that all employees will work together harmoniously as a group and as directed by the Contractor in composite crews. Employees will also cooperate with and follow directions as required by the Contractor.

M. The Unions understand the extreme importance of keeping the project productive with machinery and equipment running at all times. The Unions also understand that the loss of production and the cost of repairs together create the great loss to the Contractor. Therefore, the Unions will encourage and advise the employees to exhaust every effort, ways and means to perform work of good quality and quantity. The Contractor and the Unions recognize the necessity for eliminating restrictions and promoting efficiency and agree that no rules, customs or practices shall be permitted that limit production or increase the time required to do the work, and no limitation shall be placed upon the amount of work which an employee shall perform, nor shall there be any restrictions against the use of any kinds of machinery, tools or labor-saving devices. Local Union Business Representatives shall instruct craftsmen that terms and conditions in local collective bargaining agreements do not apply.

N. It is understood by the Contractor and agreed to by the Unions, that the employees of this Contractor will perform the work requested by the Contractor without having any concern or interference with any other work performed by any employees who are not covered by this Agreement. Plant operations incumbent union employees are not covered by this Agreement.

O. Union craft employees will be active participants in contractor safety committees and contractor work planning activities. Union leaders will actively support project safety programs and instill in their members the premise that every work activity can and must be performed safely.

The foregoing enumeration of the Contractor's rights shall not be deemed to exclude other functions not specifically set forth herein, and the Contractor retains all rights not specifically and expressly limited by the terms of this Agreement.

ARTICLE III - UNION SECURITY AND REFERRAL

Section 1. The Unions are recognized by the Contractor as the sole source of employment referrals. The appropriate Unions will be contacted and shall refer all applicants for employment to this project according to the standards or criteria utilized by the Contractor for the decommissioning, decontamination, demolition, and site restoration of the Nuclear Power Plant Generation Sites and associated scope as defined in Article I, Section 5 of this Agreement.

Section 2. Notwithstanding the foregoing, the Contractor will have the right to secure qualified personnel from any other source:

A. In emergency situations;

B. Where the Unions are unable to refer qualified personnel within forty-eight hours (Saturdays, Sundays and Holidays excepted);

C. Where the Unions have demonstrated as a pattern that they are unable to refer qualified personnel.

Section 3. All employees hired by the Contractor shall, as a condition of employment, become and remain members in good standing of the appropriate Union after the 7th day following the beginning of such employment. (This clause shall only be effective in those States permitting Union Security)

Section 4. Any employee, who, at his/her time of employment is a member in good standing of a signatory Union, shall be considered in compliance with the Union Security Clause in this contract so long as he/she maintains good standing in that Union.

Section 5. Applicants referred to the Project under this Article shall be considered probationary employees for this first ninety (90) days of continuous employment or until such time as they meet the Contractor's security requirements not inconsistent with State and Federal laws, whichever is later. This provision shall not preclude such probationary employees' rights under Article V relative to any grievance arising under any other section of this Agreement.

Section 6. The Contractor may employ Registered Apprentices on a limited basis to do work with the craft jurisdiction.

Section 7. Employees that are hired by the Contractor at Journeyman level for their respective craft are required to possess and maintain documentation of their qualifying training and experience.

Section 8. The unions' signatory to this Agreement understand and agree that employee referrals must be physically fit and qualified to wear personal protective equipment (PPE) such as respirators and contaminated zone clothing in cases were required to perform nuclear power plant decontamination, decommissioning and demolition. Employees will furnish their own safety footwear in accordance with contractor's requirements and the contractor will furnish all other personal protective equipment that is required for the work assignment.

ARTICLE IV - NON-DISCRIMINATION / AFFIRMATIVE ACTION

Section 1. The Unions and the Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or any other protected status granted by applicable federal, state, or local laws.

Section 2. The Unions and the Contractor shall make every effort to observe principles of affirmative action in the referral and hiring of employees, where consistent with the skills and abilities needed for the Project. The Unions will be obligated, upon request of the Contractor, to provide information related to their efforts to comply with this provision.

ARTICLE V - GRIEVANCE PROCEDURE

Any dispute alleging a violation of this Agreement (excluding jurisdictional disputes and alleged violations of Article XIX) shall be resolved in accordance with the procedure set forth herein. The Contractor and the Jobsite Representative of the Union involved will first attempt to resolve the dispute prior to a formal grievance being filed. If no resolution can be achieved informally, a grievance shall be filed within five (5) working days after the event giving rise to the grievance is brought to the attention of the grieving party but no later than ten (10) working days from the event giving rise to the grievance. The respective time limits between grievance steps may be extended by mutual agreement of the parties. Settlement of grievances may be arrived at in any step of the grievance procedure and shall be final and binding upon the Unions and the Contractor.

Step 1: Between the Contractor and the Business Representative of the local union involved within ten (10) calendar days from the date the grievance is filed.

Step 2: Between the Contractor and the International Union representative within ten (10) calendar days after the conclusion of the Step 1 meeting.

Step 3: If the grievance is not resolved in the Step 2 meeting, the grieving party may within fifteen (15) calendar days after that meeting notify the other party in writing that it wishes to appeal the grievance to arbitration. The parties then will meet within fifteen (15) calendar days after such notice in order to agree on the selection of the arbitrator. If the parties are unable to agree upon an arbitrator, application may be made by either party to the Federal Mediation and Conciliation Service for a panel of seven (7) arbitrators, upon receipt of which both parties shall immediately, alternately strike names, choosing by lot which party is to strike first, until the last name remains, which person shall be designated as the arbitrator. The

decision of the arbitrator shall be final and binding upon the Contractor and the Union and its members.

The Union and the Contractor shall bear their respective cost of the arbitration separately. The fees of the arbitrator shall be equally split between the Union and Contractor.

NOTE: The Contractor and/or Subcontractor as well as the unions may bring forth grievances under this Article.

ARTICLE VI - WORK ASSIGNMENTS

Section 1. The Contractor has the right, in its sole discretion, to make work assignments under this Agreement subject to area practice. The signatories to this Agreement agree to the concept that jurisdictional disputes cannot and shall not interfere with the efficient and continuous operations required in the successful application of the intent of this Agreement; and to make available to the Contractor the skills and expertise the Construction Industry has to offer in the performance of all covered operations necessary for the completion of the Project.

Section 2. The International Unions involved agree that upon request by the Contractor, International Representatives shall be assigned without delay in order to resolve any dispute over assignments. The Contractor will cooperate in such situations. The International Unions agree that if they are unable to stop the dispute, the Contractor will have full authority to take whatever action it deems necessary to stop it. Notwithstanding the foregoing, the Contractor's assignment of work at all times shall continue. Disputes over assignment of work will not be subject to the grievance procedure, and the provisions of Article XIX shall apply at all times.

Project conditions do not always justify adherence to craft lines which in itself does not establish precedent or change the appropriate jurisdiction of the crafts involved.Periodic review of the work assignments shall be made for the purpose of adjusting such assignments as appropriate to take care of changing needs.

ARTICLE VII - JOBSITE REPRESENTATIVES

Section 1. In order to secure observance of the provisions of this Agreement, the Project shall have a Steward for each signatory Union. Such Steward shall be subject to the same terms of employment as any other employee, but, consistent with the needs of the Project and his/her skill and ability, the Contractor will make a good faith effort for the Steward to be present during all working hours.

Section 2. The duties of the Steward shall include the checking of terms and conditions of work, safety conditions, and other matters, and the reporting of same to the Business Representative. All employees of the respective craft shall report to their Steward any differences or disputes which may arise. If it becomes necessary to lay off employees, the Steward shall be the last person in his Union to be laid off so long as he has the skill and ability to perform the assigned work. The Steward's duties shall be performed so as not to unduly interrupt or interfere with his regular work assignments.

Section 3. The Steward will not be paid for time spent involved in offsite union business unless requested by the Contractor or approved in advance by the contractor as directly supportive of local project business.

ARTICLE VIII - LOCAL UNION REPRESENTATIVES

Officials of any of the signatory Unions shall be provided access to the Project. Requests shall be arranged through the Contractor for such visitations in keeping with the Contractor's uniform rules of safety and security as expeditiously as possible. Each Local Union shall designate one (1) official as its representative and so inform the Contractor.

ARTICLE IX - WAGE RATES, FRINGE BENEFITS AND PAYDAY

Section 1. Wage rates and fringe benefits shall be those as set forth in the current local collective bargaining agreement of the affiliated Local Unions where such work is to be performed and shall be paid to all employees under the terms of this Agreement.

Section 2. The Contractor adopts and agrees to be bound by the written terms of legally established trust agreements of all fringe benefit trust funds to which the Contractor is obligated to contribute under this Agreement, in compliance with the Taft-Hartley Act, Section 302(c). The Contractor authorizes the parties to such trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor. The contribution rate for each trust fund will be the rate required by the local collective bargaining agreement, as provided under Section 1 above, including any rate increases allowed under the local collective bargaining agreement that may be required from time to time to comply with any funding improvement or rehabilitation plan of a trust fund. The Contractor's obligation to contribute to the trust funds will terminate when the Contractor no longer employs workers covered by this Agreement. Nothing contained in this Section is intended to require the Contractor to become a party to nor be bound by a local collective bargaining agreement, nor is the Contractor required to become a member of any employer group or association as a condition for making such contributions.

Section 3. Under the terms of this Agreement, no subsistence, travel allowance, mileage, or pay for travel time will be paid to any employee. When zone type wage structures are established in this area of the Project, the Project for the purposes of this Agreement will be considered as if it was within the area of the base zone rate.

Section 4. After the Contractor's operation has commenced, no subsequent change in wages or benefits in the area will become effective insofar as the Contractor is concerned, except to the extent that any such change in wages or benefits shall have been agreed upon in negotiations between the Local Union having jurisdiction over the area and a recognized bargaining agency of contractors in such area.

Section 5. Wages will be paid weekly by direct deposit unless the employee provides compelling reasons for requiring a paycheck.

Section 6. There is no requirement to post a bond, provide monetary escrow or provide any other form of guarantee of payment to fringe benefit funds unless it is specifically required by the trust document of an individual fund.

Section 7. A terminated or laid off employee shall be paid on the day of his/her termination or layoff. An employee who quits without giving sufficient notice to the contractor shall be paid on the regular payday at the job site, or may have his/her final pay mailed to his/her address of record.

ARTICLE X - TWENTY-FOUR HOUR RULE AND MEAL ALLOWANCE

Section 1. The twenty-four (24) clock is determined by the starting time of the employee's shift on one day and ends with the starting time of the employee's shift on the following day.

Section 2. All time worked before and after the employee's shift hours in any twenty-four (24) hour period or on the sixth (6th) day shall be paid at the rate of time and one-half. All time worked on the seventh (7th) day and holidays shall be paid at the rate of double time. Any employee working overtime beyond his/her shift shall be paid overtime.

Section 3. When an employee is required to work more than two (2) hours of unscheduled overtime beyond his regularly scheduled shift, the Contractor will arrange either to have the employee receive one (1) meal or $8.00 in lieu of the meal. This provision will be repeated after each four (4) hours of overtime thereafter. Meal allowance is only applicable to unscheduled overtime.

Section 4. There will be no scheduled breaks. Employees can take time individually to obtain a drink or a snack during the work day, provided that any abuse of this privilege will be grounds for disciplinary action.

ARTICLE XI - WORK SCHEDULES

Section 1. The standard workday shall be an established, consecutive eight (8) hour period or shift as determined by the Contractor, exclusive of thirty (30) minute unpaid lunch periods scheduled by the Contractor. The scheduled meal period may be advanced or delayed up to one (1) hour by the Contractor supervision provided the meal period is not reduced or extended. The standard workweek shall be forty (40) hours per week Monday through Friday. The start time for the day shift commence between 5:00 am and 9:00 am to maximize daylight hours. Nothing herein shall be construed as guaranteeing any employee eight (8) hours of work per day or forty (40) hours of work per week.

Section 2. It is recognized that climatic conditions may create adverse working conditions in which it is not in the best interest of the Contractor and the employees represented by the Unions to proceed on the Project during normal working hours. Under such circumstances, in the sole judgment of the Contractor, and upon thirty-six (36) hour's notice to the Unions and affected employees, with opportunity to review the Contractor's plans and

reasons therefore with the Unions, the standard work day may be revised for some or all of the employees to occur partially or completely outside the hours set for each shift for a period of not less than two (2) consecutive work days.

Section 3. If the Contractor determines that it would be beneficial to the Project, the Contractor may implement a four (4) ten (10) hour day workweek after providing five (5) days notice to the Unions. Should the Contractor elect to work the four (4) ten (10) hour days schedule, starting and quitting times shall be determined by the Contractor so as to take advantage of conditions such as weather and daylight hours, exclusive of thirty (30) minute unpaid lunch periods scheduled by the Contractor. In the event it is not possible to work Monday through Thursday on the ten (10) hours per day workweek because of weather conditions, Friday shall be available to the Contractor to schedule as a makeup day at straight time pay up to forty (40) hours of work. The Friday make-up day will be scheduled for a full ten (10) hours for all employees scheduled to work. Time worked over forty (40) straight time hours in the workweek shall be at the overtime rate of time and one-half.

Section 4. All time worked in excess of the established workday of eight (8) hours Monday through Friday and all time worked on Saturday, shall be paid at the rate of time and one-half. All time on Sundays and the holidays recognized under this Agreement shall be paid at the rate of double time. When work is scheduled under the provisions of Section 3 of this Article, overtime will be paid on the basis of time worked in excess of then (10) hours per day.

Section 5. The Contractor shall have the right to establish a weekend shift consisting of three 12 hour shifts for Friday, Saturday, and Sunday. Pay for such a shift shall be: Friday - straight time for the first 10 hours, time and 1/2 after 10 hours; Saturday - time and one half (1½) for all hours; Sunday - double time (2x) for all hours. When the Contractor requests the Unions to refer employees for a weekend shift, the Unions will be notified of the number of employees needed and the skills and abilities required for the work to be performed.

Section 6. Overtime shall be paid at the base pay rate for actual hours worked in excess of shift hours as set forth above. No additional shift premiums shall be required. There shall be no requirement for a day shift when either the second or third shift is worked.

Section 7. If the Contractor determines that other shift options not set forth above would be beneficial to the Project, such other shift options may be implemented by agreement with the Unions.

Section 8. Clock, brass or other accountability systems may be used at the option of the contractor to check employees in or out of the Project on a daily basis.

Section 9. The employees shall be at their designated work assignment location at the starting time, dressed and prepared to work, 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; provided, however, that employees shall be permitted up to fifteen (15) minutes prior to the end of their shifts to put up tools, clean work areas, duff protective clothing and travel to parking areas.

ARTICLE XII - HOLIDAYS

The following seven (7) days shall constitute the legal holidays within the terms of the Agreement, except as mutually agreed to by the parties signatory to this agreement: New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day. These are not paid holidays. However, if the employee is scheduled to work on a holiday as observed under the terms of the Agreement, he/she is to be paid double time. If any of the above holidays fall on Sunday, Monday shall be observed as the holiday; if any of the above holidays fall on Saturday, Friday shall be observed as the holiday. For premium purposes, holidays celebrated as such shall be utilized for the computation for overtime pay.

When a timely request in writing has been submitted by the Contractor to the Committee,a holiday may be changed to fit the client's need. It is possible to mutually change the holidays listed in this Agreement to conform with clients' and/or local observance, but the number of holidays shall not exceed seven (7).

Where a plant has more than seven (7) holidays, only the seven (7) holidays stipulated in this Agreement will prevail for premium pay when worked. Plant management may have two alternatives for this type of situation. In the event the entire plant is shut down and there are no work orders, there will be no work for the union crafts on that day.

ARTICLE XIII - REPORTING TIME / CALL-INS

Section 1. Reporting Pay

A. When an employee or new hire reports to work on any shift between the established hours of his/her regular work and is not given the opportunity to work because none was available and was not notified before the completion of the previous day's work, he/she shall be paid two (2) hours reporting time.

B. When employees start work they shall be paid not less than four (4) hours and if they work beyond the four (4) hours, they shall be paid for actual time worked. It shall be the Contractor's prerogative whether or not to stop work.

C. If an employee refuses to start or stops work on his/her own volition, the minimum set forth herein shall not apply.

D. Reporting pay as defined in this Article shall be paid at the straight time hourly rate. However, when employees report for scheduled work on Saturday, Sunday or on holidays and are not given the opportunity to work because none is available, they shall be paid two (2) hours pay at the appropriate overtime rate, time and one-half (1-1/2x) for Saturdays and double time (2x) for Sundays and holidays. Scheduled work occurs when employees are notified during their last regularly scheduled work day that they are scheduled to work on Saturday or Sunday.

Section 2. Call-ins

A. A Call-in shall be defined as notification to report for work by whatever means to an employee for work outside of his/her regular shift or regularly scheduled day off or holiday.

B. Call-ins as defined above shall be paid in accordance with one of the following categories:

1. A Call-in prior to and continuous with an employee's normally scheduled shift shall be paid for on the basis of hours actually worked at the applicable overtime rate.

2. When an employee is called in to work at or after the established starting time on Saturday, Sunday, scheduled day off or holidays, he/she shall be paid not less than four (4) hours at the applicable overtime rate for that day except when his/her call-in is prior to and continuous with his/her normal work hours.

3. If there is an overlapping of a worker's time from the fifth (5th) day to the sixth (6th) day, the sixth (6th) day to the seventh (7th) day, or holidays as a result of a Call-in from one day to the next, the employee shall be paid under the four (4) hour plan as outlines in the subsection (2) above at the applicable overtime rate, but at no time will he/she receive the four (4) hour guarantee more than once for anyone Call-in.

C. On a Call-in when guaranteed hours prevail the employee may be required to work the necessary time guaranteed by the Contractor. If any employee shall stop work for reasons of his/her own and without the approval of the Contractor's representative, he/she shall be entitled to pay for the hours actually worked in the day, and the four (4) hour minimum conditions shall not apply.

ARTICLE XIV - TOOL ROOMS

Section 1. It shall be Contractor's prerogative to maintain and operate tool rooms and warehouses. The Unions agree that the manpower required for the operation of centrally located or area tool rooms and warehouses shall be covered by this Agreement with the understanding that there may be special circumstances wherein the contractor may request that certain manning conditions be waived. The Union and the Contractor mutually agree to discuss this provision as needed.

Section 2. Craft personnel who customarily provide their own tools and equipment shall provide the same tools and equipment under this Agreement.

ARTICLE XV - SAFETY AND HEALTH

Section 1. Employees shall at all times be bound by the safety rules and regulations as established by the Contractor. These rules and regulations are to be posted at conspicuous places throughout the plant. An employee's failure to satisfy his/her obligation under this Article will subject him/her to discipline, up to and including discharge.

Section 2. The parties to this Agreement recognize the need to provide a drug-free and alcohol-free workplace and agree to comply with any Contractor-mandated substance abuse program. In order to produce as safe a workplace as possible, it is understood and agreed that the Contractor and the employees shall abide by the rules and provisions of the implemented substance abuse program, which may include the following types of testing: pre-employment, reasonable suspicion, post incident, and random where allowed by law. Any discriminatory practices under this Article shall be subject to the grievance procedure.

Section 3. On the day an employee is injured and it is necessary to see a doctor, the employee will be taken to the doctor and shall be paid for time worked but not less than eight (8) hours' pay at the applicable rate. If subsequent visits are required, time off will be governed by the provisions of federal or state family and medical leave laws and applicable workers' compensation laws.

ARTICLE XVI - PROJECT RULES AND REGULATIONS

Section 1. The Contractor may implement reasonable Project rules and regulations, provided that these rules and regulations shall not be inconsistent with the terms of this Agreement. Such rules and regulations shall be distributed to all employees on the Project.

Section 2. A violation of the Project rules and regulations is just cause for disciplinary action, subject to Article V (Grievance Procedure) of the Agreement.

Section 3. There shall be no rest periods, organized coffee breaks or other nonworking time on the Project, except as specifically provided in this Agreement. The Contractor shall give appropriate consideration to the issue of fatigue resulting from adverse working conditions in the required site safety plan.

Section 4. There shall be no restrictions on the emergency use of any tools by any qualified employee or supervisor, or the use of any tools or equipment for the performance of work, provided the employee can safely use the tools and/or the equipment involved.

Section 5. The Contractor shall not be required to pay for travel, premium zone or zone rates, or living allowances. There will be no wage premiums or extra pay for high time, type of work or material, special skills, wearing of protective clothing or equipment, etc. In no instance will employees be paid for standing by and/or observing operations except as specifically provided in this Agreement.

Section 6. All employees covered by this Agreement shall have the protection of all existing federal, state and local law applicable to employees in general.

Section 7. Periodic conferences shall be held by the parties from time to time for the purpose of discussing matters of mutual interest.

ARTICLE XVII - SUBCONTRACTING

If the Contractor contracts or subcontracts any work covered by this Agreement to be done at the jobsite to any person or proprietor who is not signatory to this Agreement, the Contractor shall require such subcontractor to be bound by all the provisions of this Agreement by signing the participation agreement set forth in Exhibit A hereto. The subcontractor will not be required to become signatory to any collective bargaining agreements for any work within the scope of this Agreement but will be required to comply will all terms and conditions of this Agreement.

ARTICLE XVIII - GENERAL SAVINGS CLAUSE

Section 1. Any provisions in this Agreement which are in contradiction of any federal, state, local or county regulation or law affecting all or part of the limits covered by this Agreement shall be suspended in operation within the limits to which such law or regulation is in effect. Such suspension shall not affect the operation of any such provisions covered by this Agreement, to which the law or regulation is not applicable. Nor shall it affect the operations of the remainder of the provisions of the Agreement within the limits to which such law or regulation is applicable.

Section 2. It is mutually agreed by the parties hereto that if any liability by signatory International Unions to this Agreement should arise, such liability shall be several and not joint.

ARTICLE XIX - WORK STOPPAGES

Section 1. THERE SHALL BE NO STRIKES, WORK STOPPAGES, PICKETING OR SLOWDOWNS BY THE UNIONS OR EMPLOYEES AGAINST THE CONTRACTOR OR ANY OTHER CONTRACTOR(S) PERFORMING WORK ON THE PROJECT SITE. THERE SHALL BE NO LOCKOUTS BY THE CONTRACTOR(S).

Section 2. To achieve this end, the following procedures will be followed:

A. If the Contractor contends that any Union has violated this Section, it will notify immediately the General President(s) of the Union(s) involved advising of that fact. The President(s) will then immediately instruct the Local Union(s) to cease any violation of this Section and advise the Contractor of action taken.

B. After twenty-four (24) hours from the above mentioned notice, if for any reason corrective action has not taken effect, the Contractor shall notify the Unions, who will immediately institute any necessary further action. In the event that said further action on the part of the Unions is necessary, it is understood that the General President(s) involved pledge their full cooperation and institute any action necessary to protect the integrity of the project.

C. If any of the Unions or the employees contend that the Contractor has violated this Section, such Unions on behalf of the employee will immediately notify the designated representatives of the Contractor who will immediately take any necessary steps within his means to bring about corrective action.

D. In the event of any violation of this Article, either party may take whatever additional legal action is available to it, including suits for equitable and legal relief. Neither party will be required to utilize the grievance procedure to remedy a violation of this Article.

ARTICLE XX - TERM OF AGREEMENT

This Agreement shall become effective on the date first written above and shall remain in effect for three (3) years, and shall continue in full force and effect from year to year thereafter, unless notice of termination or modification is given in writing by either party to the other party sixty (60) days prior to any anniversary date thereof.

FOR HOLTEC DECOMMISSIONING NTERNATIONAL, LLC (HDI)

1/27/2022
Date

FOR THE UNIONS:

Declined to Participate 02/24/2022 BPG
Laborers International Union of North American — Date

January 28, 2022
International Union of Operating Engineers — Date

2/24/2022
International Brotherhood of Electrical Workers — Date

1/28/2022
United Brotherhood of Carpenters and Joiners of America — Date

January 28, 2022
International Association of Bridges, Structural, Ornamental and Reinforcing Iron Workers — Date

EXHIBIT A

LETTER OF ASSENT

The undersigned Subcontractor hereby agrees to comply with all of the terms and conditions of this National Labor Agreement for the Decommissioning, Decontamination, Demolition, and Site Restoration of Nuclear Power Generation facilities. It is understood that the signing of this Letter of Assent shall be as binding on the undersigned Subcontractor as though the Subcontractor had signed the above referred to Agreement.

The Subcontractor adopts and agrees to be bound by the written terms of legally established trust agreements specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds. The Subcontractor authorizes the parties to such trust agreements to appoint trustees and successor trustees to administer the trust funds and herby ratifies and accepts the trustees so appointed as if made by the Subcontractor. Nothing contained in this Letter of Assent is intended to require the Subcontractor to become party to nor be bound by a local collective bargaining agreement for the project except as set forth herein nor is the Subcontractor required to become a member of any employer group or association as a condition for working on the project.

This Letter of Assent shall become effective and binding upon the undersigned Subcontractor this _____ day of _____, 20____, and shall remain in full force and effective until the completion of the project.

_____ NAME OF COMPANY

_____ HDI

_____ SIGNATURE OF OFFICE

By: _____