

**Memorandum of Understanding
Between
North America's Building Trades Unions and
Richmond County Constructors, LLC**

This Memorandum of Understanding ("MOU") is entered into this 15th day of April, 2020 by and between North America's Building Trades Unions ("NABTU"), on behalf of itself and the National and International Unions signatory to the Nuclear Power Construction Labor Agreement for Plant Vogtle Units 3 & 4 ("NPCLA") and Richmond County Constructors, LLC ("RCC").

1. NABTU and RCC recognize that due to the current COVID-19 crisis, and to maintain a safe working environment, a reduction in force is necessary to reduce the number of both direct hire employees and subcontracted employees performing work under the NPCLA. RCC and the subcontractors performing work under the NPCLA are hereinafter together referred to as "Employer." The reduction in force will enable the Employer to more effectively implement social distancing protocols and maintain a safe working environment.
2. Under Article XII, Section 7(h) of the NPCLA, RCC has the sole and exclusive right to select all craft employees it deems necessary for layoff in the order it deems appropriate. The parties further agree that for purposes of this MOU, craft employees referenced in Article XII, Section 7(h) shall mean all employees of the Employer performing work under the NPCLA.
3. For purposes of the layoff effective April 16, 2020, the Employer shall select craft employees by having NABTU, through the Local Unions responsible for referral under Article V of the NPCLA, identify employees working under the NPCLA who agree to part of the reduction in force and be laid off. Those employees identified will be laid off pursuant to Article XII, Section 7(h) of the NPCLA, effective their date of layoff, which shall be no later than April 22, 2020. Should there be an excess of employees identified for layoff in critical path positions that are still required by the project, RCC will discuss the matter with NABTU concerning which critical positions can be part of the reduction in force covered by the MOU.
4. The Employer shall, pursuant to Georgia Department of Labor's Emergency Rule 300-2-4-0.8, file unemployment claims on behalf of all of the employees laid off pursuant to this MOU.
5. The provisions of Article XV, Section 1 of the NPCLA requiring final pay when employment ends to be processed and paid on or before the regularly scheduled pay day that covers the date of termination shall apply to employees laid off pursuant to paragraph 3 of the MOU, only to the extent that final pay shall not be due on the day of layoff, but instead shall be paid by check sent to the address designated by the employee, or via direct deposit, on the next scheduled pay day.
6. Any employee laid off pursuant to this MOU, who is eligible to receive a retention bonus at project completion or at a scheduled reduction in force, will be paid as of the day of layoff or as soon thereafter as practicable.

7. In the event the project requires additional employees, the Employer will contact the hiring halls who will provide those laid off pursuant to the MOU with a right of first refusal in accordance with this MOU. Notwithstanding the provisions of Article V of the NPCLA, any employee laid off under paragraph 3 of the MOU shall be permitted to return to employment with the Employer upon the resumption of work on the jobsite, without resort to the established referral procedures of the Local Unions referred to in Article V, and irrespective of whether such employees have signed the applicable local union's out-of-work list. Instead, employees will be permitted to return to work when a position for which they are qualified becomes available as determined by the Employer, which will then contact the applicable Local Union. Employees who were laid off under paragraph 3 of the MOU will be offered referral before other applicants for referral, provided however, that if an employee laid off under paragraph 3 of the MOU refuses an offer of referral made after May 11, 2020, that employee will lose his/her right of first refusal for all subsequent requests for additional employees for the project.
8. The terms of this MOU shall apply only to the reduction in force and layoff set forth in paragraph 3 of the MOU. These terms shall not apply to any future layoff or reduction in force unless otherwise agreed by the parties.
9. Any disputes over the interpretation or application of the MOU will be processed pursuant to the grievance procedure set forth in Article XVIII of the NPCLA.

For the North America's Building Trades Unions



Sean McGarvey, President



Brent Booker, Secretary-Treasurer

Date: 4.15.2020

For Richmond County Constructors, LLC



PRESIDENT RCC

Date: 4-15-2020